

## **SMS/Texting Terms and Conditions**

Effective Date: March 2022

MMM Holdings, LLC ("MMM"), through Text Messages offers to active members the ability to receive important communications via SMS Texting. By providing your mobile phone number(s) to MMM, you agree to receive SMS Texting notifications from MMM including but not limited to the following topics: Operational alerts/reminders related to billing/payment, claims, coverage, digital tools and communication materials, wellness tips, medical coverage, medication reminders and health insurance education. Operational information provided is valid only at the time the text message is sent and may change at a later time.

You acknowledge and represent to MMM that you are the current wireless service plan subscriber and/or an authorized user of the mobile phone number(s) provided to MMM through your affiliation and/or that you link to (sign up to receive) the text alert/messages service, or you have been granted permission by the wireless service plan subscriber and/or authorized user of the mobile phone number(s) to enroll the mobile phone number(s) in the service.

You grant MMM permission to send automated text messages to the enrolled mobile phone number(s) through your wireless phone carrier unless and until such permission is revoked in accordance with these Terms and Conditions. MMM makes all reasonable efforts to honor preferences regarding numbers on Do Not Call Lists, unless you override that Do Not Call List designation by providing your phone number or by changing your preferences calling member services.

By granting such permission to MMM, you are hereby requesting to receive text messages in spite of the fact that your mobile phone number(s) may otherwise be on the federal, or a state's, Do Not Call List and you agree that, to the maximum extent permitted by law, your request overrides any prior Do Not Call request for or related to the Company's texting program you enroll in. You are not required to agree to receipt of text messages in order to purchase any product or service from MMM. If you choose to not provide your mobile number, your plan is not impacted, and MMM will continue to send important documents regarding your plan via your preferences. Depending on the MMM texting program you enroll in, you may receive marketing messages in accordance with any state and federal laws. MMM is committed to building user trust and confidence by promoting and complying with the use of business practices that help protect the privacy and the security of the customer and their data

### **A. Opt-In**

You can sign up and Opt-In to these SMS Texting services by:

- a. Calling Member Services at the number on the back of your ID card.

By opting-in, you agree to receive text messages from MMM or a contracted third-party vendor.

## **B. Opt-Out**

To opt-out of MMM SMS Texting services, reply STOP to any current SMS message received from MMM to your mobile device. You will not receive any additional messages from that particular campaign or program you opt out of unless you opt-in again. You can opt in again at any time following the process described above. Unless you opt-in again, you will not receive any additional messages from MMM, except notifications to inform you of the possibility of losing your health coverage.

## **C. Pricing**

Message and data rates may apply. MMM does not charge a fee for text messages, but mobile phone carrier charges may apply. Check with your wireless phone carrier (e.g., AT&T®, Sprint®, T-Mobile®, Claro® and Verizon Wireless®) for your plan details. By providing your phone number to MMM you approve any charges from your mobile carrier. Charges for text messages or data usage may appear on your mobile phone bill or be deducted from your prepaid balance by your mobile carrier.

## **D. Message frequency**

Number of messages received varies per user. If you have opted in to receiving health status reminders, educational or marketing engagement messages via text, you expressly consent to receive text messages on these topics no more frequently than three (3) times per week. If you have opted into service-related/operational messages, these messages may exceed three (3) times per week depending on frequency and type of service-related message you request to receive. If you have opted into MMM text messages, you expressly consent and acknowledge that some messages are sent based on your interaction with your health plan or the website and will vary depending on your activity.

## **E. Warranty**

MMM and any of MMM's contracted third-party vendors will not be liable for any delays in the receipt of any SMS messages connected with any MMM texting/SMS program. Delivery of SMS messages is subject to effective transmission from your wireless service provider/network operator to your mobile device.

## **F. Privacy Policy**

MMM and our third-party vendors respect your privacy. We will only use information you provide to transmit your text message. Nonetheless, we reserve the right to use or disclose any information as necessary to satisfy any legal, regulatory or governmental request, to avoid liability, or to protect our rights or property. When your complete forms online or otherwise provide an organization the information in connection with the service, you agree to provide accurate, complete, and true information. You agree not to use a false or misleading name or a name that you are not authorized to use. If we, in our sole discretion, believe that any such

information is untrue, inaccurate, or incomplete, we may refuse you access to the service and pursue any appropriate legal remedies. You may view MMM Privacy Policy and MMM Notice of Privacy Notice Practices in MMM Website. Please notify us immediately if your mobile number changes.

#### **G. Changes in terms**

MMM reserves the right to change these Terms and Conditions or cancel MMM text messaging at any time. Your continued use and acceptance of text messages from MMM after changes are made to the Terms and Conditions will be deemed acceptance of the Terms and Conditions as modified by the posted changes. Therefore, please check these Terms and Conditions on a regular basis.

#### **H. No warranties**

MMM makes no representations or warranties whatsoever regarding text messages. MMM hereby disclaims all warranties, including any implied representations or warranties of merchantability or fitness for a particular purpose.

#### **I. Limitation of Liability**

To the maximum extent permitted by applicable law, you hereby agree that MMM shall not be liable for any direct, indirect, consequential, special, incidental, punitive or any other damages, even if MMM has been advised of the possibility of such damage or loss, arising or resulting from or in any way relating to your use of MMM text messages. The wireless carriers are not liable for delayed or undelivered messages. Furthermore, MMM shall not be liable for the acts or omissions of third parties, including but not limited to delays in the transmission of messages.

#### **J. Indemnity**

To the maximum extent permitted by applicable law, you expressly agree to indemnify, defend, and hold harmless MMM, its directors, officers, employees, servants, agents, representatives, independent contractors and affiliates from and against any and all claims, damages, liabilities, actions, causes of action, costs, expenses (including reasonable attorneys' fees), judgments or penalties of any kind or nature whatsoever arising from your use or receipt of MMM text messaging.

#### **K. Governing law:**

These Terms and Conditions shall be bound by the laws of the Commonwealth of Puerto Rico, and any arbitration or judicial proceedings to enforce or interpret these Terms and Conditions hereof may be brought only in the Commonwealth of Puerto Rico.

#### **L. MMM Terms and Conditions incorporated herein**

You agree that for all matters not explicitly addressed herein, including general terms applicable to both email and text messages, the MMM Terms and Conditions shall apply and are incorporated herein by reference. In addition, you hereby reaffirm your agreement to those MMM Terms and Conditions.

#### **M. Legal Disclaimer**

Neither MMM Holdings, LLC nor its employees, agents, successors, and/or assigns make any warranties, express or implied, including the warranties of merchantability or fitness for a particular purpose, or assume any legal liability or responsibility for the accuracy, adequacy, quality, completeness, or timeliness of any information contained or sent via text messaging programs. Further, MMM Holdings, LLC, shall not be liable for any direct, indirect, special, consequential, or inconsequential damages to the user, or a third party arising from the use or reliance upon the information contained in text messages, or any other linked website, including without limitation, any lost profits, business interruption, or lost data, even if mmm holdings has been advised of the possibility of such damages, and regardless of the form of the action.