

## Messaging Terms & Conditions of Medical House Calls, LLC

By submitting your information, including your phone number and email, you grant permission and electronically give express consent to receive recurring automated promotional and personalized marketing calls, text messages (e.g., SMS and MMS), and emails from Medical House Calls, LLC, and/or its affiliates, successors, or assigns (hereinafter referred to as “MHC”). You give express consent to texts and calls being sent using an automatic telephone dialing system, to the mobile telephone number you provided when signing up or any other number that you designate. You also consent to receiving pre-recorded messages. Your consent to receive automated marketing text messages is not a condition of any purchase, including the purchase of services. Msg & Data rates may apply to calls/texts. Check with your wireless carrier if you have questions. Please read below under Cancellation to learn how you can opt-out of receiving further promotional text messages or personalized text messages, calls, and/or emails.

MHC may use a third-party messaging service to send messages. For the purposes of messaging, this third party acts as our service provider and data processor of your information. MHC takes keeping your information safe and secure very seriously. By submitting your information, you also agree to MHC’s main [Privacy Policy](#). Please refer to MHC main [Privacy Policy](#) for more information about privacy. Please refer to the [MHC HIPAA Notice of Privacy](#) for more information on how we protect your health information.

Message frequency will vary. MHC reserves the right to alter the frequency of messages sent at any time, including to increase or decrease the total number of sent messages and MHC may continue to send you texts/calls, automated and manually dialed, until and/or unless you cancel as described under Cancellation. MHC also reserves the right to change the short code or phone number from which messages are sent. MHC will notify you who is sending the text from the new number.

By providing us your phone number and consenting to receiving text messages/calls, you confirm that you are the owner of such mobile phone number, control access of that number, and you will notify MHC of any changes to your phone number. If you change your phone number after submitting your information to MHC and notify us of that new phone number, you consent to receive texts and/or calls as described in these Messaging Terms and Conditions at the new phone number unless you cancel as described below under Cancellation.

### Cancellation

You may opt-out of any text messaging received from MHC by texting one of the following keywords: “**STOP, END, CANCEL, UNSUBSCRIBE or QUIT**” to any text received from MHC. After texting “STOP, END, CANCEL, UNSUBSCRIBE or QUIT”, you may receive one additional message confirming that your request has been processed. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that do not include the STOP, END, CANCEL, UNSUBSCRIBE or QUIT keyword commands and agree that MHC will have no liability for failing to honor such requests. If you unsubscribe from one of our text message programs, you may continue to receive text messages from MHC through any other programs you have joined, or if you resubmit your information to MHC, until you separately unsubscribe from those programs.

You may also cancel any calls, texts, or emails from MHC in writing and/or verbally. If you are experiencing any problems or need HELP or wish to update your preferences or to opt-out of text messaging and/or calls, please call MHC at [615-838-2375](tel:615-838-2375) or you can visit our website at [www.medicalhousecalls.com](http://www.medicalhousecalls.com) or refer to our main [Privacy Policy](#), or send us an email at [hello@medicalhousecallstn.com](mailto:hello@medicalhousecallstn.com). Assistance can also be received by texting HELP.

### Alternate Dispute Resolution

1. In the interest of resolving disputes between you and MHC in the most expedient and cost-effective manner, you and MHC agree that any dispute arising out of or in any way related to these Messaging Terms and Conditions or your receipt of text messages from MHC or its service providers will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the

same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Messaging Terms and Conditions, or your receipt of text messages from MHC whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of when a claim arises. YOU UNDERSTAND AND AGREE THAT, BY AGREEING TO THESE MESSAGING TERMS AND CONDITIONS, YOU AND MHC ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THESE MESSAGING TERMS AND CONDITIONS SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.

2. Notwithstanding subsection (a) above, nothing in these Messaging Terms and Conditions will be deemed to waive, preclude, or otherwise limit the right of you or MHC to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (iv) file suit in a court of law to address an intellectual property infringement claim.

3. Any arbitration between you and MHC will be governed by the Federal Arbitration Act and the Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Messaging Terms and Conditions and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org). The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. If you or MHC intends to seek arbitration, then the party seeking arbitration must first send a written notice of the dispute to the other party by U.S. Mail ("Notice"). MHC's address for Notice is: Medical House Calls, LLC, % Wesley, LLC, Attn: Legal, 9009 Carothers Parkway, Suite B3, Box 103, Franklin, TN 37067. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). You and MHC will make good faith efforts to resolve the claim directly, but if you and MHC do not reach an agreement to do so within 30 days after the Notice is received, you or MHC may commence an arbitration proceeding.