

State Health Plan SMS Texting Terms and Conditions

By providing your mobile phone number(s) for the express purpose of enrolling in the North Carolina State Health Plan's (Plan) texting program and successfully activating automated text alerts/messages (for clarity, referred to as "text messages" throughout these Terms and Conditions) in your account:

You acknowledge and represent to the Plan that you are the current wireless service plan subscriber and/or an authorized user of the mobile phone number(s) that you provide for the Plan's texting program, 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 the Plan express 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; and

By granting such permission to the Plan, 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 related to the Plan's texting program. You are not required to agree to receipt of text messages in order to participate in any of the Plan's health benefit offerings or any other health benefit offerings you may currently be enrolled in or may enroll in at a future date. The Plan 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 our members and their data.

*Terminology: "Alerts", "text alerts" or "text messages" may be used interchangeably in any other published information about the Plan's texting service. All terms referring to this messaging service are considered bound by these Terms and Conditions.

Short Codes: The Plan short codes are [INSERT SHORT CODE]

The Plan offers one-time text message programs as well as subscription text message services on short codes [INSERT SHORT CODE]. These text messages may be operational alerts/reminders or educational health content.

The Plan offers text messaging to provide information or resources on topics including but not limited to the following: operational alerts/reminders, information regarding medical or pharmacy benefits, digital tools and communication materials, and health and wellness tips. Health-related information provided is not meant to replace professional medical advice.

Operational information provided is valid only at the time the text message is sent and may change at a later time.

To Subscribe to Receive Text Messages: To subscribe to receive text messages from the Plan, text "Start" to [INSERT SHORT CODE].

To Stop Receiving Text Messages: Text messages can be canceled at any time by texting "STOP" to [INSERT SHORT CODE].

After you text "STOP", you will receive one final confirmation text message from the Plan saying that you will no longer receive text messages from that short code.

If revoking your consent by texting STOP to the text message you have received, your text response should contain only the word STOP without any additional words, spaces, or characters either before or after the word STOP.

The Plan will reasonably endeavor to comply with other text communications sent in which you indicate a clear and unmistakable intent to revoke your prior permission; however, you (a) understand that these messages go to a short code number that is entirely automated (that is, it is not monitored by a human) and the ability of our short code box to interpret your intent is severely restricted and, therefore, you (b) understand that unless you reply only with the word STOP, your intent to revoke your prior express permission may not be effective.

Furthermore, by agreeing to receive text messages, you hereby grant the Plan express permission (without qualification) to respond to your cancellation request texting STOP with a confirmation of cancellation text message that will confirm receipt of your cancellation request as well as indicate that you will no longer receive text messages from the Plan. Furthermore, you agree that the Plan will reasonably attempt to send you the confirmation of cancellation text message in a timely manner.

The Plan will use automated technology to deliver text messages to you. By your activation of text messages you give your consent to the Plan to use such equipment to deliver automated text messages to the telephone or cell phone number(s) to which you have directed the Plan to send these text messages.

Get Help or Support: To get help or answers to your questions, email: PPO.Inquiries@nctreasurer.com.

Pricing: Message and data rates may apply. The Plan does not charge a fee for text messages, but charges from your mobile phone carrier may apply. Check with your wireless phone carrier for your plan details. By providing your consent to receive text messages, you approve any such 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.

Message frequency: Number of messages received will vary. If you have opted in to receiving health, educational information via text, you expressly consent to receive text messages on these topics no more frequently than three times per week.

Supported Carriers List: Compatible carriers include the following.

AT&T

Sprint

T-Mobile®

Verizon Wireless

And other carriers.

Additional carriers may be added at any time. This service may not be available on all carriers.

Changes in Terms: The Plan reserves the right to change these Terms and Conditions or cancel the Plan's texting program at any time. Your continued use and acceptance of text messages from the Plan 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.

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

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

Indemnity: To the maximum extent permitted by applicable law, you expressly agree to indemnify, defend, and hold harmless the Plan, its officers, employees, and agents 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 Plan text messages.

You represent and warrant that you shall make no claim of any kind or nature against the Plan's agents who are involved in the delivery or processing of Plan text messages. These representations and warranties shall survive the termination or expiration of your use of this service. The Plan does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. *See*, N.C.G.S. §§ 22B-3, -10.

No Waiver: Notwithstanding any other language or provision of these Terms and Conditions, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the Plan under applicable law. The waiver by the Plan of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

Sovereign Immunity: Notwithstanding any other term or provision of these Terms and Conditions, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the Plan under applicable law.

Situs and Governing Law: These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in contract, tort, or otherwise, relating to their validity, construction, or interpretation and enforcement shall be determined. See N.C.G.S. § 22B-3.