10DLC Terms and Conditions for Exclusively Spine Physical Therapy

Effective Date: 11/26/2024

These Terms and Conditions ("Agreement") govern your participation in the 10 DLC message program offered by Exclusively Spine Physical Therapy ("Company", "we", "our", or "us". By signing up for or using the 10 DLC Service, you agree to comply with and be bound by these Terms.

1. Scope of Service

• Exclusively Spine Physical Therapy provides appointment reminders, treatment updates, health tips, promotional offers, and other related communications via SMS/MMS text messages using a 10-digit long code. The service is intended for patients, customers and individuals interested in receiving communication from Exclusively Spine Physical Therapy.

2. Opt-In and Consent to Receive Messages

• **Opt-In Process:** By entering your phone number on our website, appointment forms, or during any direct communication, you are consenting to receive messages from us. You may opt-in to this service via an online form, in-person registration, or any other method that Exclusively Spine Physical Therapy uses to collect consent.

3. Message Content and Frequency

- Exclusively Spine Physical Therapy may send various types of messages, including but not limited to:
 - Appointment reminders and confirmations.
 - Health tips and therapeutic exercises.
 - Marketing communications about new services or special offers.
 - Notifications regarding any changes to your appointments or treatment plans.
- The frequency of messages may vary depending on your interaction with our services (e.g., appointment reminders, promotional offers, treatment updates).
- You acknowledge that the volume of messages is based on your relationship with Exclusively Spine Physical Therapy and the services you have opted into.

4. Standard Message and Data Rates

• Standard message and data rates may apply to each message sent or received, depending on your mobile phone carrier and your phone plan. It is your responsibility to review your mobile plan and ensure you understand any applicable charges that may apply to the messages you receive.

5. **Privacy and Data Protection**

- Exclusively Spine Physical Therapy is committed to protecting your privacy. Any information provided, including your phone number, will only be used for the purpose of sending messages related to the services you are receiving. We will never share or sell your personal information to third parties without your consent, except as required by law.
- Your data will be processed in accordance with our privacy policy, which is available on our website at : https://www.exclusivelyspine.com/notice-of-privacy-practices/

6. Opt-Out and Unsubscribe

- You have the right to opt-out of receiving messages at any time. To stop receiving messages, simply reply with "STOP" to any message you receive. Upon opting out, you will no longer receive messages unless you re-subscribe.
- You may also manage your preferences or update your contact information by contacting our office directly at 623-776-7577.

7. Accuracy of Information

- It is your responsibility to provide accurate and up-to-date contact information when registering for 10DLC messaging. Exclusively Spine Physical Therapy is not responsible for any undelivered or missed messages due to incorrect phone numbers or outdated contact details.
- If you change your phone number or contact details, please update them with our office as soon as possible to continue receiving messages.

8. Message Limitations and Compliance

- Exclusively Spine Physical Therapy will adhere to all applicable regulations governing 10DLC messaging. This includes compliance with carrier guidelines, privacy regulations such as HIPAA, and any other legal requirements. You agree that you will not use the service for any unlawful purpose.
- The clinic reserves the right to limit or suspend the use of the 10DLC messaging service if you violate any of these terms, including sending unauthorized messages or engaging in disruptive behavior.

9. Termination of Service

- Exclusively Spine Physical Therapy reserves the right to suspend or terminate your access to 10DLC messaging at any time, for any reason, including but not limited to non-compliance with these Terms and Conditions, or if you violate any applicable laws or policies.
- If messaging services are terminated, you will be notified, and any outstanding communication will cease immediately.

10. Modification of Terms

• Exclusively Spine Physical Therapy reserves the right to modify these Terms and Conditions at any time. You will be notified of any significant changes, and continued use of the service will signify your acceptance of the updated terms.

11. Limitation of Liability

• Exclusively Spine Physical Therapy is not responsible for any damages, losses, or costs incurred as a result of the use or inability to use the 10DLC messaging services. This includes, but is not limited to, issues related to message delivery, technical failures, or issues caused by your mobile carrier.

Conclusion

By registering for 10DLC messaging with Exclusively Spine Physical Therapy, you are agreeing to the above terms and conditions. You can opt out of receiving these messages at any time, and your privacy is of utmost importance to us. If you have any questions or concerns, please contact us directly at 623-776-7577.