

Text message Terms and Conditions

These text messaging Terms and Conditions apply when you agree to get text messages from Maximus on behalf of the Pennsylvania Office of Long Term Living as part of your application for the Pennsylvania Community HealthChoices Program. (Maximus and Customer Name are collectively referred to in these terms as “we” or “us”).

This is a legally binding agreement. Please read it carefully.

You do not have to agree to get text messages to participate in the Pennsylvania Community HealthChoices Program application process. If you do not want to get the text messages described below, do not sign up.

By signing up to get text messages from us, you are agreeing to the following:

1. Signing Up:

By signing up, you agree that you are the wireless service plan subscriber or authorized user of the cell phone number that you provided to us. You also agree that you will tell us if your cell phone number changes. If you do not tell us when your number changes, there is a risk that messages meant for you will be sent to someone else.

You also agree that you are authorized to approve, and will be responsible for, any applicable charges from your wireless carrier. We do not charge for the service, but your wireless carrier may charge message and data rates for getting text messages.

2. Text Messaging Program:

By signing up, you are giving us permission to send text messages to the enrolled cell phone number through your wireless phone carrier, unless and until you end that permission per these Terms and Conditions.

By giving this permission to us, you agree to get messages sent on behalf of the Pennsylvania Office of Long Term Living.

For help, reply HELP to a text message. You will get a text with contact information.

We will send you text messages to tell you of important facts regarding your application for waiver services or when new updates are available.

3. Unsubscribe or “Opt-Out”:

You can stop getting text messages at any time by doing any of the following to unsubscribe or “opt-out” of the text messaging program:

- o Call 1-888-888-8888 (TTY 888-888-8888) to tell us you want to opt-out

Or

- o Reply STOP from your cell phone to 888-888-8888.

If you opt-out by texting STOP to a text message, text only the word STOP without any other words, spaces or characters before or after the word STOP. This will opt you out of that text message type.

When you text STOP, you will get one last confirmation text message. It will say that you will stop getting text messages. It may take up to 48 hours for it to take effect. During this 48-hour period, you might get text messages from us.

4. Privacy and Security Information:

Using this service also means your personal information, in the form of text messages which may indicate that you are a Pennsylvania Community HealthChoices Program member and other related information, may be viewable on your cell phone. To protect your privacy, you should do the following:

- o Keep your cell phone and the information on it private and secure to protect the information that we will send you. This includes protecting your phone with a password if that option is available to you.
- o Do not use the service with a device you share with others. This is because your health and personal information could be shared with those individuals through the shared device.
- o Keep the messages that you get from us private.

Text messages are not encrypted by your wireless carrier and may not be secure. By signing up for the service, you are choosing to get health and other personal information on your cell phone through an unsecure channel. Signing up means you accept the privacy and security risks involved with the service

5. Message Frequency:

The number of messages you get will vary. Message and data rates may apply.

6. Participating Carriers:

Text messages may not be available on all carriers. More carriers may be added at any time.

AT&T

Sprint/Boost/Virgin

T-Mobile

MetroPCS

Verizon Wireless

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*T-Mobile is not liable for delayed or undelivered messages

7. Changes in terms:

We reserve the right to change these Terms and Conditions or cancel the text messages service at any time. By using and accepting text messages from us after we

make changes to the Terms and Conditions, you are accepting the Terms and Conditions with those changes.

Please check the Terms and Conditions regularly at <https://paieb.com/digital-notifications-terms-and-conditions>

8. Limitation of Liability:

To the maximum extent allowed by applicable law, you agree that we are not liable for any direct, indirect, consequential, special, incidental, punitive or any other damages. You agree even if we have been told of possible damage or loss arising or resulting from or in any way relating to your use of text messages. The wireless carriers are not liable for delayed or undelivered messages. We are also not liable for the acts or omissions of third parties, including but not limited to delays in the transmission of messages.

9. Applicable Laws:

You agree that your use of the service will comply with all applicable laws. You also agree that all matters arising from or relating to the use and operation of this service will be governed by the laws of Pennsylvania, without regard to its conflict of laws principles. You further agree that all actions or proceedings arising in connection with your agreement to these terms and conditions will be held only in a Pennsylvania court.

10. Termination:

We may suspend or end your right to use the service at any time for any reason. The service may also end if your wireless service ends or lapses. We respect your right to privacy. You can read our privacy policy at <https://paieb.com>