

Mobile Text Program Terms

These “Mobile Terms” govern your use of Acelpa Health, LLC, its affiliates and subsidiaries, including California Specialty Pharmacy, LLC D/B/A California Specialty Pharmacy, Hawaii Rx, LLC D/B/A Hawaii Specialty Pharmacy and ContinuumRx Services, Inc. (collectively, “we”, “our”, or “us”) mobile text message program (the “Program”). These Mobile Terms are part of, and incorporated into, our [Terms of Use](#). Please read our Terms of Use carefully—they include important provisions, including limitations on our liability, and where permitted by applicable law, an arbitration agreement and a class action waiver.

All capitalized terms not defined in these Mobile Terms have the respective meanings set forth in our [Terms of Use](#). To the extent any provision of these Mobile Terms conflict with any provision of our [Terms of Use](#), these Mobile Terms will supersede our Terms of Use to the extent of the conflict only.

Please note that we will only use your Personal Information in accordance with our [Privacy Policy](#). Please read our [Privacy Policy](#) carefully.

BY USING THE PROGRAM, YOU ARE AGREEING TO THESE MOBILE TERMS AND OUR TERMS OF USE.

1. By providing your telephone number to us and agreeing to participate in the Program, you consent to receive text messages and/or push notifications from or on behalf of us and/or our partners, agents and suppliers, including messages using automated dialing technology. Such messages may be healthcare-related or information regarding offers or services that may be of interest to you or programs or other topics of interest and may include appointment and refill reminders, satisfaction surveys, education materials for medications, etc. You do not need to provide this consent in order to receive any services. However, you acknowledge that opting out of receiving text messages may impact your experience with the service(s) that rely on communications via text messaging.
2. To stop receiving text messages, reply STOP to the text message received by you from us. After this, you will no longer receive text messages from us. If you want to join the Program again, you may sign-up as you did the first time, and we will start sending text messages to you again.
3. To request more information or to obtain help, you can reply HELP to the text message you received from us or email us info@acelpahealth.com.
4. You understand that text messages have inherent privacy risks, including that unencrypted text messages are not secure and could be accessed by an unauthorized party, intercepted, or altered without your knowledge or authorization.



5. Frequency of text messages and notifications will vary depending upon the services you receive or your transactions with us.
6. You represent that you are the account holder for the mobile telephone number(s) that you provide to opt in to the Program. You are responsible for notifying us immediately if you change your mobile telephone number. You may notify us of a number change by emailing info@acelpahealth.com.
7. Message and data rates may apply to each text message sent or received in connection with the Program, as provided in your mobile telephone service rate plan (please contact your mobile telephone carrier for details about available plans). Applicable roaming charges may apply.
8. Data obtained from you in connection with this Program may include your telephone number, your carrier's name, and details of the message (date, time, and content). We may use this information to contact you in accordance with these Mobile Terms and to provide the services you request.
9. We will not be liable for any delays in the receipt of any text messages, nor will we be liable for any undelivered messages, as delivery is subject to effective transmission from your network operator.
10. The Program may not be available on all U.S. mobile carriers. Note that your carrier is not liable for delayed or undelivered messages.
11. You agree to indemnify us and any third parties texting on our behalf in full for all claims, expenses, and damages related to or caused, in whole or in part, by your failure to immediately notify us if you change your telephone number, including but not limited to all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act.
12. We may immediately suspend or terminate your participation in the Program if it believes you are in breach of these Mobile Terms. Your participation in this Program is also subject to termination in the event that your mobile telephone service terminates or lapses. We reserve the right to modify or discontinue, temporarily or permanently, all or any part of the Program, with or without notice to you.
13. We may revise, modify, or amend these Mobile Terms at any time. Any such revision, modification, or amendment shall take effect when it is posted to our website. You agree to review these Mobile Terms periodically to ensure that you are aware of any changes. Your continued participation in this Program, including receipt of text messages and/or push notifications without opting out will indicate your acceptance of those changes.
14. The Program is intended only for residents of the United States.