

Short Message Service (SMS) texting information and help policy

Texting at Fallon Health

Fallon Community Health Plan, Inc., including its subsidiaries and affiliates, ("Fallon Health") offers consumers and its members the option of receiving certain information by Short Message Service ("SMS") or texting services ("text(s)").

Fallon Health offers consumers and members the option of participating ("program participants") in our Quit to Win program ("Quit to Win") by text.

Please see the information below to learn more about receiving and opting out of text messages. Fallon Health is looking forward to texting with you soon!

Member text — communication preferences

Fallon Health offers its program participants the option of receiving information regarding our Quit to Win program by text. You may sign up for texts by completing the *Quit to Win Enrollment Form* and checking the box, "Fallon Health may send text messages to my cell phone." If you select to receive texts as a communication method, as applicable, we will send you information directly to your mobile phone.

Text help and mobile terms

This information is applicable to Quit to Win program texts. Fallon Health reserves the right to change, modify or update this *SMS texting information and help policy* at any time without notice by updating this posting.

For additional text help, call the Quit to Win team at 1-888-807-2908. You can also email Fallon Health's Quit to Win support team at quittowin@fallonhealth.org for general text assistance. However, **the quittowin@fallonhealth.org email address is not a secure method of communication and should not be used to transmit protected health information or to contact Fallon Health for claims issues.**

To stop receiving texts, text the word STOP, or email quittowin@fallonhealth.org. You may also contact the Quit to Win team at 1-888-807-2908 (TRS 711) or contact Customer Service at 1-800-868-5200.

Fallon Health does not charge a fee to send texts. However, message and data rates apply from your carrier (e.g., AT&T, Verizon, Sprint, etc.). The number of texts you receive will depend on the number of texts sent for the program.

If your phone becomes lost or stolen, or you simply wish to opt-out of participation, contact us at the toll-free number or email address below. Fallon Health will make every effort to manually remove you from all of our texts within a reasonable time period. You will be required to provide your cell phone number in order for us to process your request.

Text is available to subscribers of carriers that can receive text message, such as T-Mobile, AT&T, Sprint, Boost, Nextel, Verizon, etc. **You must be 18 years of age or older and enrolled in the Quit to Win program to use this service.** You also agree to Fallon Health's **Text terms of service.**

Fallon Health respects your privacy. Read Fallon Health's **Text privacy policy.**

Contact information

Fallon Health

10 Chestnut Street

Worcester, MA 01608

Toll free phone: 1-800-868-5200

Email: customerservice@fallonhealth.org

Text terms of service

These terms and conditions are applicable to Quit to Win program participant texts.

Terms and conditions may change

Fallon Health reserves the right to update or amend these terms and conditions at any time. Fallon Health may, at its sole discretion, terminate or suspend texting services ("services") or access to the services or any portion thereof of any user for any reason.

Eligibility

You must be at least 18 years old and enrolled in the Quit to Win program to be eligible to use the services. No one under age 18 may use the services under any circumstances. By opting in to receive text messages for the Quit to Win program, you are representing that you are at least 18 years of age.

Costs

There may be some costs associated with the use of this service. For example, your cellular phone service provider may charge you to send or receive wireless text messages. Under no circumstances will Fallon Health or its employees, officers, directors or agents be held responsible for any charges related to the use of the services.

Warranty and disclaimer

Fallon Health safeguards your personal information. Unfortunately, no data transmission over cellular airwaves can be guaranteed to be 100 percent secure. While Fallon Health strives to protect your personal information, Fallon Health cannot guarantee or warrant its complete security before it reaches us. Fallon Health shall not be responsible for harm that you or any person may suffer as a result of a breach of confidentiality with respect to your use of Fallon Health's services or any information you transmit to us via text unless the breach of confidentiality was caused by Fallon Health.

Fallon Health provides the services "as is" with no warranties of any kind. Fallon Health expressly disclaims any warranty, express or implied, regarding the services, including any implied warranty of merchantability, fitness for a particular purpose, non-infringement or that the services will be secure, uninterrupted or free of errors, viruses or other harmful components. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

Limitation of liability

Under no circumstances will Fallon Health or its employees, officers, directors or agents be liable to you for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with use of the services, whether or not Fallon Health has been advised of the possibility of such damages. If you are dissatisfied with the services or with these terms and conditions, your sole and exclusive remedy is to discontinue using the services. You acknowledge, by your use of the services, that your use of the services is at your sole risk.

Indemnity

You agree to indemnify, defend and hold harmless Fallon Health, its employees, officers, directors and agents from and against any and all claims, liabilities, penalties, settlements, judgments or fees (including reasonable attorneys' fees) arising from (i) any information that you or anyone using your account may submit to us for this service; (ii) your

use of the services; (iii) your violation of these terms and conditions; and (iv) any violation or failure by you to comply with all laws and regulations in connection with the services.

Assignment

You may not assign any of your rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Fallon Health. Any such purported assignment or delegation by you without the appropriate prior written consent of Fallon Health will be null and void and of no force or effect.

Medical disclaimer

The services do not provide medical advice and are intended for general information purposes. The services are not a substitute for professional medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding medication, medical conditions or treatment.

Governing law and jurisdiction

By opting in to receive texts, you agree to be subject to personal jurisdiction in the Commonwealth of Massachusetts. Any transaction or occurrence arising out of your receipt of a text shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (excluding any conflict of law provisions of the Commonwealth of Massachusetts that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding regarding a text shall be brought only in the Commonwealth of Massachusetts.

Text privacy policy

This privacy policy is applicable to Quit to Win program participant texts.

At Fallon Health we take the issue of privacy very seriously. Fallon Health wants to assure users of our services that their information is safeguarded and maintained in confidence. Please read through the following pages, which describe Fallon Health's text privacy policy.

The purpose of this privacy policy is to inform you as to what information may be collected from you when you interact with the services, how such information will be used by Fallon Health and/or other persons or entities with whom such information may be shared, your choices regarding the collection, use and distribution of such information and the security procedures that Fallon Health has implemented to protect your privacy.

Collection of information

Your choice of program participant communication preferences, as applicable, will determine the information that Fallon Health needs to collect from you. For all program participants, Fallon Health collects your mobile phone number and your cellular carrier. Fallon Health may also ask you for additional information in order to personalize the information you receive and make it more valuable to you.

No protected health information will be sent to you through text. SMS, as a technology, is not a secure messaging platform. If Fallon Health needs to send you a message that involves protected health information or personally identifiable information, the information will be sent via encrypted email.

How Fallon Health uses the information

Fallon Health does not sell information about you to anyone when you elect to receive program participant texts. Fallon Health uses the information you provide to deliver the program participant texts you have requested, to personalize and thereby improve your experience, to deliver program participant support and to improve the services, among other things. The information may also be analyzed in the aggregate in order to improve the function and content of Fallon Health's services.

Access to information collected online

- A. Employees: Certain Fallon Health employees may be provided with your information. Fallon Health employees are required, by written confidentiality statements, corporate policies and state or federal laws or regulations, to maintain the confidentiality of personal information and to use strict standards of care in handling the information. Employees who do not conform to these confidentiality requirements are subject to disciplinary sanctions that may include dismissal.
- B. Third parties: Fallon Health may disclose your information as permitted by law and to service providers that assist Fallon Health in meeting the needs of its customers. Fallon Health's service providers are legally bound by contract to employ at least the same strict standards of confidentiality as employed by Fallon Health.

Other than as set forth above, Fallon Health does not transmit your information without your permission. Personal information may be transmitted, however, if there is a specific need to complete a transaction requested by you.

Third-party links

Some links sent via program participant text may be to websites operated and maintained by third parties. Any information you provide to third-party websites will be governed under the terms of the websites' privacy policies. Fallon Health encourages you to investigate and ask questions before disclosing any information to the operators of third-party websites. Fallon Health has no responsibility or liability whatsoever for the content, actions or policies of third-party websites. The inclusion of third-party websites in no way constitutes an endorsement of such websites' content, actions or policies.

Modifications to text privacy policy

Fallon Health reserves the right to change, modify or update this online SMS text privacy policy at any time, without notice, by updating this posting. Please review this SMS text privacy policy on a periodic basis.