SMS Terms and Conditions

CHFS 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 the customer and their data. You can review our full privacy policy here

<u>https://kentucky.gov/policies/Pages/default.aspx</u>. By signing up for a CHFS messaging program (also known as the "Kentucky Cabinet for Health and Family Services Notifications"), you agree to be bound by these SMS Terms and Conditions. Kentucky Cabinet for Health and Family Services Notifications is designed to provide contacts with notification on Health and Family Services related to their account.

CHFS offers its text messaging program whereby CHFS, and any applicable service providers, will text message you to provide you with information concerning your account activity with CHFS and other CHFS services or resources. By signing up for the text messaging program, you expressly consent to receive text messages from CHFS at the telephone number(s) that you provide.

You also acknowledge that you are the current wireless service plan subscriber and/or an authorized user of the mobile phone number(s) that have been linked to your account 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 this service.

You grant CHFS 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. You are not required to agree to receipt of text messages in order to receive any service from CHFS.

Opt-Out Information: To stop receiving text messages from CHFS, text **STOP** to the number or code from which the text messages are being sent. 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. Unless you reply only with the word **STOP**, your intent to revoke your prior express permission may not be effective. CHFS will confirm receipt of your cancellation request in a timely manner as well as indicate you will no longer receive text messages from CHFS.

Message Frequency: If you have opted into receiving text messages, you expressly consent and acknowledge that some messages are sent based on your interaction with CHFS and may vary in frequency depending on your activity and your communication with CHFS.

Get Help or Support: To get help or answers to your questions, call (800) 372-2973. From your mobile phone, you can request that we send you an additional text message that will include relevant contact information by replying HELP to the text message you received.

Cost: Message and data rates may apply, as provided in your mobile phone service rate plan. Check with your mobile phone carrier for your plan details.

Supported Carriers List:

- AT&T
- ACS/Alaska
- Advantage Cellular (DTC Wireless)
- Aio Wireless/Cricket
- Appalachian Wireless
- Atlantic Tele-Network International (ATN)
- Bandwidth
- Bluegrass Cellular
- Buffalo Wireless
- C Spire Wireless
- CableVision
- Carolina West Wireless (CWW)
- CellCom USA
- Cellular Network Partnership (PIONEER)
- Cellular One of East Central Illinois
- Chariton Valley Cellular
- Chat Mobility USA
- Copper Valley
- Coral Wireless (Mobi PCS)
- Cross Telephone Company (MBO Wireless)
- Duet IP (Maximum Communications New Core Wireless)
- Element Mobile (Flat Wireless)
- Epic Touch (Elkhart Telephone)
- GCI Communications Corp
- Golden State Cellular
- Google Voice
- i Wireless (IOWA Wireless)
- Illinois Valley Cellular (IV Cellular)

- Immix(Keystone Wireless)
- Inland Cellular Telephone Company
- Leaco
- Live
- Mosaic (Consolidated or CTC Telecom)
- MTA Communications
- MTPCS (Cellular One Nation)
- Nex-Tech Wireless
- Northwest Missouri Cellular Limited
- Panhandle Telecommunications Systems(PTCI)
- Peoples Wireless
- Pine Belt Wireless
- Pine Cellular
- Revol Wireless USA
- RINA
- Sagebrush Cellular (Nemont)
- SI Wireless/Mobile Nation
- SouthernLinc
- Sprint/Boost/Virgin
- SRT Wireless
- Texas RSA 3 Ltd(Plateau Wireless)
- Thumb Cellular
- T-Mobile/MetroPCS
- U.S. Cellular
- Union Telephone Company(Union Wireless)
- United Wireless
- Verizon Wireless
- Viaero Wireless
- West Central Wireless (5 Star Wireless)

Changes in terms: CHFS reserves the right to change these Terms and Conditions or cancel text messages service at any time. Any changes shall take effect when posted on this website. Your continued use and acceptance of text messages from CHFS after changes are made to the Terms and Conditions are deemed as acceptance of the modified Terms and Conditions. Therefore,

please check these Terms and Conditions on a regular basis to ensure that you are aware of any change.

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

Governing law: These Terms and Conditions shall be bound by the laws of the State of Kentucky, and any arbitration or judicial proceedings to enforce or interpret these Terms and Conditions hereof may be brought only in the State of Kentucky.

CHFS Terms and Conditions incorporated herein: You agree that for all matters not explicitly addressed herein, including general terms applicable to both email and text messages, the CHFS Terms and Conditions shall apply and are incorporated herein by reference. In addition, you hereby reaffirm your agreement to CHFS Terms and Conditions.