

## **Terms & Conditions**

These Terms and Conditions are entered into by and between You and Mnet Health Services (“Mnet”, “Company”, “We”, or “Us”). The following Terms and Conditions, along with any documents incorporated by reference in these Terms and Conditions, govern your use and access of any and all content, features, and services offered by Us on or through this website. Please carefully read these Terms and Conditions before You use the website. Your access to or use of the Site indicates your acceptance of these Terms and Services as a legally binding contract. If you do not agree to these Terms and Services, You must not use or access this website.

**1. Changes to these Terms and Conditions.** We may revise, modify, and/or update these Terms and Conditions, Our Privacy Policy, and our Cookies Policy from time to time at our sole discretion. If we make material changes to the Terms and Conditions, we will provide notice to You through the website or by other means. Continued access or use of the Website constitutes acceptance of the changes to the Terms and Conditions or any other aforementioned Policy.

**2. Acceptable Use.** This website is intended to provide users with payment options and contact information both directly through MNET and through third party service providers. We do not recommend or endorse any specific professionals, products, opinion, or any other information or content found on the website or communicated by other uses of the website. Nothing found on this website should be relied on as a diagnosis or treatment option for any medical conditions. Reliance on any information on this website, whether provided by Us or by other users of this website, is solely at your own risk. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the third parties listed on this site.

**3. Accounts.** An account is not required to use and access the information contained on this website. However, by submitting accounts, accessing the services provided on any Mnet Health Services associated site, or initiating payment arrangements through this site, you are agreeing to all web site terms and conditions outlined in this agreement.

### **4. Text Messaging Terms.**

**4.1 Text Messaging Program.** Mnet Health Services may send text messages to individuals on behalf of participating healthcare facilities or billing entities that use the PaySUITE platform. Text messages may include billing reminders, payment confirmations, account balance notifications, payment plan updates, and other service-related account communications. Message frequency varies based on account activity and user interaction. Messages may be delivered using short code numbers or toll-free numbers.

**4.2 Consent to Receive Text Messages.** Text messages are sent only to individuals who have provided prior express consent to receive such communications. Consent to receive text messages is obtained by the applicable healthcare facility or billing entity. By providing your mobile phone number to the healthcare facility and opting in to receive text communications, you expressly consent to receive SMS messages delivered by Mnet Health Services on behalf of that facility. Consent to receive text messages is not a condition of receiving medical treatment or healthcare services. You may withdraw your consent at any time as described below.

**4.3 Facility Responsibility for Consent.** Participating healthcare facilities and billing entities are solely responsible for obtaining and maintaining legally sufficient consent from individuals prior to initiating text message communications. Mnet Health Services relies on the facility's representations regarding consent. If Mnet Health Services becomes aware of potential deficiencies in consent practices, we reserve the right to suspend or terminate messaging services until such issues are resolved.

**4.4 Opt Out of Text Messages.** You may cancel the SMS service at any time by replying STOP to any text message you receive. After you send the SMS message STOP to us, you will receive a confirmation message indicating that you have been unsubscribed. After this confirmation, you will no longer receive SMS messages related to that messaging program. If you wish to rejoin, you may opt in again through the original enrollment method with the healthcare facility.

**4.5 Assistance.** If you are experiencing issues with the messaging program, you may reply HELP for assistance.

**4.6 Message and Data Rates.** Message and data rates may apply. Message frequency varies. For questions about your text messaging or data plan, please contact your wireless provider.

**4.7 Carrier Disclaimer.** Carriers are not liable for delayed or undelivered messages.

**4.8 SMS Security Notice.** SMS messages are not encrypted. We limit the inclusion of sensitive medical information within text messages. Individuals should not transmit protected health information via SMS unless expressly instructed to do so through secure channels provided by the healthcare facility.

**4.9 Privacy.** Information collected in connection with text messaging services is handled in accordance with our [Privacy Policy](#).

**5. Monitoring and Enforcement.** We have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or

other information of anyone providing links or accessing this Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, AND LICENSEES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY OR ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY OR ANY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section. Failure or delay in the enforcement of the restrictions found in the Terms and Conditions do not in any situation constitute a waiver of the Company's rights to enforce any and all restrictions. If we are notified by a user that any user materials on the Site violate these rules, we may investigate and determine in good faith whether we agree with such allegation, in which case we may remove or request the removal of user materials. We are not required to make any such investigation or to remove any user materials, and we will not be liable to any user for taking or not taking such actions.

**6. Rights Reserved.** We hereby grant users a limited, terminable, non-exclusive right to access and use the Site only for personal or expressly defined business transaction use. Except as expressly stated in these Terms of Use, we reserve all rights to all materials on the Site, including, without limitation, written content, graphical and design elements (including the Site's "look and feel"), service marks and trademarks, and all other intellectual property of the website.

We will request your permission before using any content or information submitted by You for advertising purposes. We reserve the right to serve advertisements near your content and information on the website. We will request your permission before sharing any content or information submitted by you with third parties for publication beyond the website. However, We are not responsible for the actions of other users in company and/or sharing your content and information with third parties.

**7. Linking to this Website.** You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. This Website may provide certain social media features that enable you to:

- (1) link from your own or certain third-party websites to certain content on this Website;
- (2) send emails or other communications with certain content, or links to certain content,

on this Website;

(3) cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we may provide with respect to such features. Subject to the foregoing, you must not:

- (1) establish a link from any website that is not owned by you;
- (2) cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking;
- (3) link to any part of the Website other than the homepage;
- (4) otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

If this Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

**8. Disclaimers of Warranties.** TO THE MAXIMUM EXTENT ALLOWED UNDER LAW, MNET AND ITS AFFILIATES, AND LICENSEES (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE,

ERRORFREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**9. Limitations on Liability.** TO THE MAXIMUM EXTENT ALLOWED UNDER LAW, IN NO EVENT WILL [company], ITS EMPLOYEES, AGENTS, OFFICERS, AND/OR DIRECTORS AND/OR ITS AFFILIATES, AND LICENSEES BE LIABLE FOR DAMAGES OF ANY KIND, WHETHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION YOU USE, OR INABILITY TO USE, THIS WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**10. Choice of Law Provision.** Any dispute involving the website and the Terms and Conditions shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. By using this site, You irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts of the State of California in any legal suit, action, or proceeding arising out of or based upon this Agreement or the Services provided hereunder.

**11. Severance.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, such court is hereby vested with the authority to modify and reform such provision to an extent that carries out the Agreement to the maximum extent possible. If such reformation or modification is not possible, then this Agreement shall continue in full force and effect without such provision.

**12. Waiver.** No waiver of by the Company of any term or condition set out in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

**13. Entire Agreement.** These Terms and Conditions, our Privacy Policy, and our Cookie Policy constitute the sole and entire agreement between you and MNET regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.