

Terms of Use, SMS

Medical Disclaimer: In the event of a medical emergency, please call 911. Our digital services are not designed to address medical emergencies. No information provided through this digital service should be used as personal medical advice, diagnosis or treatment. Because each person's health needs are different, a health care provider should be consulted before acting on any information provided in this digital service.

1. General

CityMD provides SMS communications targeted at CityMD patients in accordance with these SMS terms of use (the "Terms of Use"). When you provide your mobile number, with your express consent to receive SMS/text messages, to CityMD via the Patient Experience (CityMD's website, in-office interactions, real time communications, automated phone system or the mobile app), you are opting in to receive SMS messages related to your relationship with CityMD. These SMS messages from CityMD may include, without limitation, SMS messages regarding updates related to your visits, the patient portal account, one-time passcodes, billing notifications, prescriptions and appointment reminders, requests for post-care surveys, requests for feedback and care management.

SMS messages sent through our CityMD dedicated short or long codes are sent by employees and automated systems to our customers (i.e., patients) for notification of either service events (such as the SMS communications mentioned above) and/or maintenance windows regarding the services provided.

Communications through our short or long codes are provided on a strictly opt-in basis and require your express consent. Call To Action phrases such as 'OPTOUT', 'HELP', 'STOP', etc., will be advertised on our website to CityMD patients and users only. Our short and long codes will not be used for marketing purposes. Mobile information (text messaging originator opt-in data and consent) will not be shared with third parties for their marketing purposes.

If your phone number changes while you are enrolled to receive SMS messages from CityMD, you must promptly notify CityMD by either updating your information via the patient portal or by contacting us at (855) 624-8963. Failure to do so may result in message delivery to the incorrect recipient, and CityMD is not liable for any resulting disclosures or miscommunications caused by your failure to update your phone number records or provide CityMD with the correct phone number.

2. Opt-In/Opt-Out

To opt-in to messaging related to your relationship with CityMD, patients and users provide their consent and mobile phone number to CityMD via the CityMD Patient Experience. By providing your mobile phone number to CityMD, you understand that communication by SMS/text messages are not encrypted and may not be a secure form of communication, and you expressly consent and authorize CityMD or its applicable affiliates to provide you with SMS communications regarding identifiable information about your condition, diagnosis or treatment, payment-related messages, quality improvement communications, and patient portal related messages. Message and data rates may apply. Message frequency may vary and depends on patient interactions with CityMD services. Text "HELP" in response to the message for help. Text "STOP" to cancel.

You can cancel this service at any time by texting “STOP” in response to a SMS message to opt-out of further messages. After you send the message “STOP” to us, we will send you a reply message to confirm that you have been unsubscribed from that CityMD dedicated short or long code. You can also opt-out from receiving all CityMD SMS communications by updating your settings in your patient portal account. If you want to opt-in again, you can opt-in by providing us with consent over the phone or through the Patient Experience, as applicable.

Your consent to receive SMS messages is not required to receive medical treatment.

3. Help

If at any time you forget what keywords are supported, just text “HELP” in response to the message. After you send the message “HELP” to us, we will respond with instructions on how to use our service as well as how to unsubscribe.

4. Participating Carriers

SMS communications will work with many phone carriers including but not limited to AT&T, Verizon Wireless, Sprint, T-Mobile, U.S. Cellular, Boost Mobile, MetroPCS, Virgin Mobile and Cricket. Wireless carriers are not liable for delayed or undelivered messages. Additionally, CityMD is not responsible for the successful delivery of text messages and is not liable for any delays or undelivered messages.

5. Rates

Message and data rates may apply for any messages sent to you from us and to us from you. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

6. Support

For support, please email us at compliance@summithealth.com.

7. Privacy Policy and Updates to the Terms of Use

If you have any additional questions regarding the SMS services or privacy, please read our Terms of Use, [Privacy Policy](#) and [Notice of Privacy Practices](#), which are incorporated into these terms by reference. CityMD reserves the right to update or modify these Terms of Use at any time. Any changes will become effective upon posting the updated Terms of Use on our website. By continuing to use our SMS services after such changes are posted, you acknowledge and agree to be bound by the updated Terms of Use. If you do not agree to the updated Terms, you must discontinue use of the SMS services.