

## **Terms and Conditions for the Text Messaging Service (SMS) and Prerecorded Calls**

*Effective Date: March 2023*

MMM Holdings, LLC. ("MMM"), via text message service (SMS) or prerecorded calls, offers active members the ability to receive important communications. When you provide your phone number(s) to MMM, it is presumed that you agree to receive notifications by text message and/or prerecorded calls from MMM, including, but not limited to, the following subjects: Operational alerts/reminders related to the billing and payments, claims, coverage, digital tools and communication materials, wellness tips, medical coverage, medical reminders, and educational material about your health insurance. MMM can make prerecorded calls for business, telemarketing, or HIPAA-related calls that deliver a healthcare message. The operational information provided is valid only at the time of issuing the text message or prerecorded call and may change later.

You acknowledge and confirm to MMM that you are the current subscriber and/or authorized user of the wireless service plan applicable to the mobile telephone number(s) provided to MMM through your enrollment, and/or connect (use the system) to receive the alert/text message service, or prerecorded calls that have authorization from the subscriber and/or user authorized by the wireless service plan to include this number(s) mobile phone in service.

You grant MMM your permission to send text messages or automated prerecorded calls through the telephone numbers provided, unless (or until) such permission is revoked, as stated in these Terms and Conditions. MMM makes all reasonable efforts to honor preferences in Do Not Call records unless you override the "Do Not Call" designation by providing your phone number or by changing your member calling service preferences.

By giving MMM this permission, you are requesting to receive text messages or prerecorded calls, even though your phone number(s) may be on a federal or state Do Not Call Registry and you agree that, to the maximum extent permitted by law, your request overrides any prior request for "Do Not Call" for or in connection with the text program of the Company of which you are enrolled. You are not required to agree to receive text messages or prerecorded calls as a condition of purchasing any MMM product or service. If you choose not to provide your phone number, your plan is not affected, and MMM will continue to send important documents about your plan through other means of your choice. Depending on the MMM prerecorded calling or texting program you enroll in, you may receive marketing messages, following any state and federal laws. MMM is committed to building the trust of its members by promoting, and complying with, the use of corporate practices that help protect the privacy and security of members and member-related data.

### **A. Choosing to participate**

You can request to participate in these prerecorded call or text message services by:

- a. Calling Member Services at the number on the back of your membership card

By choosing to participate, you agree to receive text messages or prerecorded calls from MMM until you choose to stop receiving this service.

**B. To Retract**

To stop using MMM Text Messaging Services, reply with the word "STOP" to any text message received on your mobile phone. To stop using the Prerecorded Calling Services, you will have the option at the end of the prerecorded message to request that your number be added to the do not call list. You will not receive additional messages or calls for that particular campaign or program unless you opt-in again. You can choose to request to receive text messages or pre-recorded calls, at any time, following the process described in the previous point. Unless you opt-in again, you will not receive additional messages or prerecorded calls from MMM, except notices informing you of the possibility of losing your health coverage.

**C. Rates**

Message and data rates may apply. MMM will not charge a fee for text messages, but some charges from your mobile carrier may apply. Check with your phone company (for example, Sprint®, T-Mobile®, or Claro®) for your plan details. By providing your mobile phone number to MMM, you agree to any charges from your mobile carrier. Text message or data charges may appear on your mobile phone bill or may be deducted from your prepaid balance by your mobile service provider.

**D. Frequency of text messages and/or prerecorded calls**

The number of text messages received may vary depending on the type of message. If you have opted to receive health reminders, educational or marketing materials by text message, you expressly agree to receive text messages on these topics, without limitation of frequency. If you agree to receive service-related messages and plan operations, this type of text message may exceed three (3) times per week, depending on the frequency and type of service-related message you request to receive. If you choose to receive text messages from MMM, you expressly agree and acknowledge that some messages are sent based on your interaction with your health plan or website and will vary based on your activity.

The number of prerecorded calls that MMM will make varies depending on the purpose of the call and the targeted population. The frequency of these calls will be made as follows:

<b>Type of Calls</b>	<b>Limit of Calls</b>
<b>Non-Commercial Calls:</b> These are calls not made for commercial purposes. This call	Limited to three artificial or prerecorded voice calls within any consecutive 30-day period.

<p>includes calls conducted for research, market surveys, political polling, or similar non-commercial activities.</p> <p>The purpose of these calls is not to advertise or market a commercial product or service.</p>	<p>This limitation only applies to artificial or prerecorded calls to residential numbers and not to live agent calls.</p> <p>*MMM can get consent from you to make more than three non-commercial calls using an artificial or prerecorded voice within 30 consecutive days.</p>
<p><b>Commercial Calls that Do Not Constitute Telemarketing:</b> These are calls made for a commercial purpose, but they do not include or introduce an advertisement or constitute telemarketing.</p>	<p>Limited to three artificial or prerecorded voice calls within any consecutive 30-day period.</p> <p>Opt-Out: The caller should allow recipients of artificial or prerecorded voice messages to opt-out of such calls.</p>
<p><b>HIPAA Calls:</b> These are calls made to deliver a healthcare message.</p> <p>Caller parties of HIPAA calls are health plans, healthcare providers, clearinghouses, and business associates under HIPAA Act.</p>	<p>Limited to one artificial or prerecorded message per day up to a maximum of three artificial or prerecorded voice calls per week.</p> <p>Opt-Out: The caller should allow recipients of artificial or prerecorded voice messages to opt-out of such calls.</p>

**E. Warranty**

MMM will not be responsible for delays in the receipt of messages related to any of MMM's prerecorded calls or text message service programs. The sending of text messages or prerecorded calls is subject to your provider/wireless network operator generating an effective transmission to your mobile or residential unit.

**F. Privacy Policy**

Both MMM and our third-party providers respect your privacy. We will only use the information you provide to transmit your text message or make the prerecorded call. However, we reserve the right to use or disclose any information as necessary to comply with any legal, regulatory, or governmental request; to avoid liability, or to protect our rights or property. When you complete forms on the Internet or provide your information to an organization in connection with a service, you certify that the information you provide is true, complete, and accurate. You agree not to use a false or misleading name, or a name that you are not authorized to use. If, in our judgment, we believe that any information is untrue, inaccurate, or incomplete, we may deny you access to the Service and pursue any appropriate legal recourse. To learn how MMM uses or discloses your

personal information and health information, you can review MMM's Privacy Policy and Notice of Privacy Practices on the MMM website. Please notify us immediately if your mobile or home phone number changes.

### **G. Change of Terms**

MMM reserves the right to change these Terms and Conditions or cancel the text messaging service or prerecorded calls at any time. Your continued use and acceptance of text messages or prerecorded calls by MMM, following any changes to these Terms and Conditions, will be deemed acceptance of those Terms and Conditions, as modified by the posted changes. Therefore, please refer to these Terms and Conditions from time to time.

### **H. No Warranties**

MMM makes no representations or warranties concerning its text messages or prerecorded calls. MMM disclaims any representation or implied warranty of merchantability or aptness for use for any particular purpose.

### **I. Limit of Liability**

To the fullest extent permitted by applicable law, you agree that MMM shall not be liable for any direct, indirect, consequential, special, incidental, punitive, or other damages, even if MMM has been advised of the possibility of such damages or losses, arising out of or resulting from or in any way connected with your use of MMM text messages or pre-recorded calls. Mobile data providers are not responsible for lost or delayed messages. In addition, MMM will not be responsible for acts or omissions of third parties, including, but not limited to, delays in the transmission of text or voice messages in pre-recorded calls.

### **J. Compensation**

To the fullest extent permitted by applicable law, you expressly agree to indemnify, protect and hold harmless MMM, its directors, officers, employees, workers, agents, representatives, independent contractors, and members, from and against any and all claims, damages, liability, actions, causes of action, costs, expenses (including reasonable legal fees), judgments or penalties of any kind or nature, arising out of your use or receipt of text messages or pre-recorded calls from MMM.

### **K. Current Law**

These Terms and Conditions will be subject to the laws of the Commonwealth of Puerto Rico, and any arbitration or judicial proceeding to execute or interpret these Terms and Conditions must be processed only in the Commonwealth of Puerto Rico.

### **L. MMM Terms and Conditions Incorporated Herein**

You agree that for all matters not explicitly addressed here, including the general terms applicable to text messages, prerecorded calls, and emails, the MMM Terms and Conditions apply and are

incorporated herein by reference. Furthermore, you reaffirm that you agree to these Terms and Conditions.

#### **M. Legal Declaration**

Neither MMM nor its employees, agents, successors, and/or beneficiaries make any warranty, express or implied, including warranties of merchantability or aptness for a particular purpose, nor do they assume any legal liability for the accuracy, suitability, quality, completeness, or timeliness of any information contained in or sent via text message programs or prerecorded calls. In addition, MMM will not be responsible for direct, indirect, special, consequential, or inconsequential damages to the user or a third party arising from the use of or reliance on the information contained in text messages, or on any other related Internet page; including, without limitation, any loss of profit, interruption of operations, or loss of data, even if advised of the possibility of such damages, and whatever the form of the action.

For MMM: If you have questions or concerns about these Terms and Conditions, please call us at 787-620-2397 (Metro Area), 1-866-333-5470 (toll free), 1-866-333-5469 (TTY Hearing Impaired), Monday to Sunday, from 8:00 a.m. to 5:00 p.m.

For MMM MH (Vital): If you have questions or concerns about these Terms and Conditions, please call us at 1-844-336-3331 (toll free), 787-999-4411 (TTY for the hearing impaired), Monday through Friday, from 7:00 a.m. to 7:00 p.m.