

# **BUILDWICK SOLUTIONS, INC.**

VORTEX CONTACT INTELLIGENCE PLATFORM

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## **SMS Terms of Service**

Terms governing text message communications through the Vortex Platform

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## SMS Terms of Service

These SMS Terms of Service (“SMS Terms”) apply to text message communications sent by or through Buildwick Solutions, Inc. and the Vortex Platform. By opting into SMS services, you agree to these SMS Terms in addition to our main Terms and Conditions and Privacy Policy.

### 3.1 Program Description

Vortex provides SMS messaging capabilities for the following program types:

- **Patient Appointment Reminders:** Automated reminders sent on behalf of dental and healthcare practices to their patients.
- **Insurance Verification Alerts:** Notifications regarding coverage status and verification results.
- **Clinical Follow-Up Messages:** Post-appointment care instructions and treatment follow-ups sent by practices.
- **Account and Operational Alerts:** Service status updates, security notifications, and system alerts sent to Vortex platform users.
- **Marketing Messages:** Promotional communications sent only to contacts who have provided prior express written consent.

### 3.2 Consent and Enrollment

#### For Practice Patients (End Recipients)

Dental and healthcare practices using Vortex to message their patients are responsible for obtaining valid prior express written consent from each recipient before sending marketing messages, and prior express consent for informational messages. Acceptable consent mechanisms include:

- Signed patient intake forms that include an SMS consent checkbox with clear disclosure language
- Online web forms with an unchecked opt-in checkbox accompanied by disclosure language
- Documented verbal consent captured in the patient’s record
- Reply opt-in via an initial SMS prompt (double opt-in)

Consent must not be a condition of receiving treatment or purchasing any service, and patients must be informed of message frequency, potential carrier charges, and their right to opt out at any time.

#### Required Consent Disclosure Language

Practices should use disclosure language substantially similar to the following:

*"By providing your phone number, you consent to receive text messages from [Practice Name] regarding your appointments, health reminders, and care-related updates. Message frequency varies. Message & data rates may apply. Reply STOP to unsubscribe. Reply HELP for assistance."*

The foregoing is provided as sample language only and does not constitute legal advice. Practices should consult with qualified legal counsel to ensure their consent disclosures meet applicable legal requirements.

#### For Platform Users (Vortex Accounts)

By creating a Vortex account and providing a phone number, you consent to receive account-related SMS notifications including security alerts, billing notifications, and service updates. You may opt out of non-essential messages through your account settings.

### 3.3 Message Types and Frequency

#### Informational / Transactional Messages

These messages are sent in support of an existing relationship and include:

- Appointment confirmations and reminders (typically 2–3 messages per appointment cycle)
- Post-appointment follow-up messages (1 message per visit)
- Insurance status notifications (as needed)
- Platform operational alerts (as needed)

#### Marketing Messages

Promotional messages require explicit prior express written consent and are subject to higher consent standards under the TCPA. These may include practice promotions, new service announcements, or seasonal campaigns. Frequency will be disclosed at the time of opt-in.

#### Message Frequency

Message frequency varies based on your appointment schedule, account activity, and the communication preferences configured by your practice. Under standard configuration, patients typically receive no more than 4–6 messages per month.

### 3.4 Opt-Out and Opt-In Management

#### How to Opt Out

Recipients may opt out of SMS messages at any time using any of the following methods:

- Reply STOP to any message — you will be immediately unsubscribed
- Reply CANCEL, END, QUIT, UNSUBSCRIBE, or REMOVE (all are treated as STOP)
- Contact [contact@buildwicksolutions.com](mailto:contact@buildwicksolutions.com) requesting removal from SMS communications
- Update communication preferences in your patient portal (if available)

Upon receipt of a valid opt-out keyword, we will send a single confirmation message confirming your unsubscription. No further messages will be sent unless you re-subscribe.

#### How to Opt Back In

If you have opted out and wish to re-subscribe, you may reply START, YES, or UNSTOP to re-enable messages, or contact your practice directly to update your communication preferences.

#### HELP Keyword

Reply HELP to any message to receive assistance information, including program description, sender identification, support contact ([contact@buildwicksolutions.com](mailto:contact@buildwicksolutions.com)), and opt-out instructions.

### 3.5 Supported Carriers

SMS services are designed to be available on all major U.S. carriers, including AT&T, T-Mobile, Verizon, and US Cellular, among others. Carrier availability is subject to change without notice and Buildwick does not guarantee delivery on any specific carrier network.

### 3.6 Carrier Disclaimer

Standard message and data rates may apply. Rates are determined by your mobile carrier. Buildwick Solutions is not responsible for any charges you incur from your carrier related to SMS

communications. Message delivery is subject to wireless network availability and capacity. Buildwick is not responsible for delayed, undelivered, or misdirected messages due to carrier limitations, technical failures, or circumstances beyond our reasonable control.

### 3.7 Prohibited SMS Uses

The following uses of Vortex SMS capabilities are strictly prohibited:

- Sending unsolicited commercial messages to individuals who have not provided valid consent
- Sending messages that contain false, misleading, or deceptive content
- Transmitting any content that is illegal, abusive, harassing, defamatory, or obscene
- Using SMS to send emergency notifications without proper 911 integration and appropriate disclosures
- Sending messages that impersonate any person, organization, or brand
- Violating the TCPA, CAN-SPAM Act, CTIA guidelines, or applicable carrier codes of conduct
- Sending messages to numbers on the National Do Not Call Registry without valid express written consent
- Sending promotional messages outside of 8:00 AM to 9:00 PM in the recipient's local time zone

Violation of these prohibitions may result in immediate suspension or termination of your access to SMS features and may expose you to legal liability.

### 3.8 TCPA Compliance

Vortex's SMS capabilities are designed to support compliance with the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227. However, compliance is ultimately the sole responsibility of the platform customer (the healthcare practice or business). Practices should:

- Maintain records of all consents obtained for a minimum of 5 years
- Honor opt-out requests promptly (Vortex processes them in real time)
- Ensure all marketing messages are sent only between 8:00 AM and 9:00 PM in the recipient's local time zone
- Not send messages using an autodialer to numbers on the National Do Not Call Registry without valid express written consent
- Ensure that consent to receive messages is not a condition of any purchase, service, or treatment
- Include clear sender identification in each message
- Be aware of and comply with applicable state-level telecommunications laws (such as those in Florida, Maryland, Oklahoma, and other states) which may impose additional or more stringent requirements than the federal TCPA

Buildwick provides compliance tools designed to assist with TCPA compliance but does not guarantee compliance, does not monitor your specific use of the Platform for compliance, and does not provide legal advice. Buildwick strongly recommends consulting with a qualified telecommunications attorney regarding TCPA and state law compliance specific to your use case. Buildwick disclaims any liability arising from your failure to comply with the TCPA or other applicable telecommunications laws.

### 3.9 10DLC Compliance and Carrier Registration

All SMS messaging through Vortex is transmitted using registered 10-Digit Long Code (10DLC) phone numbers in compliance with carrier registration requirements and the Campaign Registry

(TCR). Each SMS campaign is registered with the TCR with the appropriate use case, opt-in workflow description, privacy policy URL, and terms and conditions URL as required by the 10DLC registration process. Customers acknowledge that:

- Message throughput and delivery rates are subject to carrier-imposed limits based on the trust score assigned during 10DLC registration and vetting
- Campaign registration approval is subject to TCR and carrier review and is not guaranteed
- Buildwick maintains registrations for active SMS campaigns and monitors for changes in carrier policies
- Customers are responsible for ensuring that their SMS content and practices align with the registered campaign use case

### **3.10 SMS and HIPAA Considerations**

Standard SMS messages are not encrypted end-to-end. Covered Entities using Vortex for SMS communications that may contain Protected Health Information (PHI) should evaluate the risks of SMS-based PHI transmission as part of their own HIPAA risk analysis. Buildwick recommends that practices configure SMS messages to include only the minimum necessary information and avoid transmitting specific clinical details via standard SMS. Practices should obtain a signed patient acknowledgment of the risks associated with receiving PHI via SMS where appropriate. Buildwick's obligations with respect to PHI are governed solely by the executed BAA between Buildwick and the Covered Entity.

### **3.11 Limitation of Liability for SMS**

Buildwick shall not be liable for any damages arising from: (a) the failure to deliver SMS messages due to carrier limitations, network outages, or recipient device issues; (b) any charges incurred by recipients from their mobile carriers; (c) any claim arising from the content of messages composed or authorized by the customer; or (d) any TCPA, state law, or other regulatory violation attributable to the customer's failure to obtain proper consent or to comply with applicable laws. The limitation of liability provisions set forth in the Terms and Conditions apply to all SMS-related claims.