

# Pharmacy Text Alerts

## Frequently Asked Questions:

### **Q: What are text alerts?**

FOOD LION PHARMACY provides real-time text messages to pharmacy customers who voluntarily choose to enroll pertaining to their prescriptions and other pharmacy services. These messages include prescription status alerts identifying when prescription(s) are ready to be refilled, are ready for pickup or when issues arise with filling prescriptions, such as insurance issues or a medication is out-of-stock. If enrolled in our automatic refill program or medication synchronization program, you may receive text messages pertaining to the status of prescriptions enrolled in those programs. Also, you may receive notifications about your eligibility for or the availability of specific immunizations, medication recall notifications, medication adherence programs, as well as other helpful healthcare information. These healthcare communications are not intended as marketing and you are free at any time to opt out of receiving these messages and alerts.

### **Q: How do I sign up?**

**To enroll in prescription status text alerts identifying when prescription(s) are ready for pickup, provide your mobile number to any pharmacy team member. On subsequent Rx pickup reminder voice calls, “press 1” to opt-in to receive future pickup reminders via text message.** For Refills Made Simple medication synchronization customers: To sign up, let your pharmacy team know that you want to be enrolled in text message communications. Confirm your mobile phone number with the pharmacy team. Prior to receiving your first text message, you will receive an introductory confirmation text message with a link to our Terms & Conditions. Indicate your agreement to receiving text messages by replying to this message with “YES” and you will be enrolled in SMS messaging at your pharmacy.

**Q: How to do I stop (opt-out of) receiving text messages?** You may opt-out of FOOD LION PHARMACY text alerts at any time. To stop receiving text alerts, reply STOP to any FOOD LION PHARMACY text alert. After you submit a request to unsubscribe, you will receive one final text alert from FOOD LION PHARMACY confirming that you will no longer receive text alerts. You may also opt-out of text message alerts by contacting your local Pharmacy team. If you have questions about text messaging, or if you have issues receiving text alerts, reply to any FOOD LION PHARMACY text alert with the word HELP or contact Consumer Affairs at 1-800-210-9569.

## FOOD LION Pharmacy Text Messaging Terms and Conditions

**Read these Terms and Conditions (this "Agreement") for important information about our text alert services ("FOOD LION PHARMACY text alerts"). THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

FOOD LION PHARMACY offers access to pharmacy and healthcare service messages via recurring SMS (Short Message Service) and MMS (Multimedia Message Service) text alerts. Enrollment in text alerts requires a patient to provide his or her own mobile phone number with an area code within the 50 United States or the District of Columbia. By enrolling to receive FOOD LION PHARMACY text alerts, you agree to these terms and conditions, which become effective upon your enrollment. You may be asked to verify your mobile phone number before the service will start. This requires responding to a text alert sent to your mobile phone confirming your enrollment in this Service.

You acknowledge that text alerts will be sent to the mobile phone number you provide to FOOD LION PHARMACY. Such alerts may include limited personal information about your prescriptions, and whoever has access to the mobile phone or carrier account will also be able to see this information. Once you enroll, the frequency of text alerts we send to you will vary. You will typically receive text alerts when we have information or questions for you about your prescriptions, available pharmacy services or other healthcare information. Types of text messages include prescription status alerts identifying when prescription(s) are ready to be refilled, ready for pickup or when there are issues with prescriptions such as insurance issues or out-of-stock. If enrolled in our automatic refill program or medication synchronization program, you may receive text messages pertaining to the status of prescriptions enrolled in those programs. Also, you may receive notifications about your eligibility or the availability of specific immunizations, medication recall notifications, medication adherence programs, as well as other helpful healthcare information.

FOOD LION PHARMACY does not impose a separate charge for text alerts; however, your mobile carrier's message and data rates may apply depending on the terms and conditions of your mobile phone contract. You are solely responsible for all message and data charges that you incur. Please contact your mobile service provider about such charges. List of participating carriers: AT&T, Alltel, T Mobile, Verizon Wireless, U.S. Cellular, Sprint, Nextel, Boost, Cellcom, Cellular South, Cincinnati Bell, Cricket Wireless, nTelos, Virgin Mobile, ACS Wireless, Bluegrass, Centennial, Cox Communications, ECIT - Cellular One of East Central Illinois, EKN - Appalachian Wireless, GCI Communications, Immix - PC Management, Inland Cellular, IVC - Illinois Valley Cellular, Metro-PCS, Nex-Tech Wireless, RCC/Unicel, Revol, RINA/All West Wireless, RINA/CTC Telecom-Cambridge, RINA/FMTC-Farmers Mutual Telephone Co., RINA/Nucla-Naturita Telephone Co., RINA/Silverstar, RINA/Snake River PCS, RINA/South Central, RINA/Syringa Wireless, RINA/UBET, West Central Wireless.

Message and Data Rates May Apply. The account holder approves charges to appear on their wireless bill or deducted from their prepaid balance. Contingent upon service availability. Enrollment in Pharmacy Text Alerts not required for purchase.

You may opt out of FOOD LION PHARMACY text alerts at any time. To stop receiving text alerts, reply STOP to any FOOD LION PHARMACY text alert. After you submit a request to unsubscribe, you will receive one final text alert from FOOD LION PHARMACY confirming that you will no longer receive text alerts. No additional text alerts will be sent unless you re-activate your enrollment. For questions about text alerts, reply to any FOOD LION PHARMACY text alert with the word HELP or contact Consumer Affairs at 1-800-210-9569.

The FOOD LION PHARMACY text alert programs are offered on an "as is" basis and: (1) may not be available in all areas at all times; and (2) may not continue to work in the event of product, software, coverage or other service changes made by your wireless carrier. FOOD LION PHARMACY may change or discontinue any of its text alert programs without notice or liability to you. FOOD LION PHARMACY and its related companies and each of their

respective officers, directors and employees are not responsible and shall not be liable for any losses or injuries of any kind resulting, directly or indirectly, from any FOOD LION PHARMACY text alert program or from technical failures or delays of any kind. FOOD LION PHARMACY reserves the right to cease delivery of text alerts to any person at any time in its sole discretion.

View the FOOD LION Privacy Policy at <https://www.foodlion.com/privacy-statement/>

View the FOOD LION HIPAA Notice of Privacy Practices at [https://www.foodlion.com/content/dam/Departments\\_Section/Pharmacy\\_Page/FINAL%20NOPP%20for%20Delhaize%20America%20Pharmacies%209%202013%20\(2\).pdf](https://www.foodlion.com/content/dam/Departments_Section/Pharmacy_Page/FINAL%20NOPP%20for%20Delhaize%20America%20Pharmacies%209%202013%20(2).pdf)

**Resolution of Disputes Related to Text Messaging: EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU, ON THE ONE HAND, AND FOOD LION PHARMACY OR ITS SUPPLIERS OR VENDORS, ON THE OTHER HAND, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT FOOD LION PHARMACY AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.**

The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (currently available at <https://www.adr.org/sites/default/files/Consumer-Rules-Web.pdf>), as amended by this Agreement. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. If you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, FOOD LION PHARMACY will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

With the exception of any of the language above in this Dispute Resolution provision relating to the waiver of class and representative actions, if a court decides that any part of this Dispute Resolution provision is invalid or unenforceable, the other parts of this Dispute Resolution provision shall still apply. If a court decides that any aspect of the language above in this Dispute Resolution provision relating to the waiver of class and representative actions is invalid or unenforceable, then the entirety of this Dispute Resolution provision shall be null and void. The remainder of the Agreement will continue to apply and be unaffected by this severability provision.

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