

Terms of Service & SMS/MMS Texting Disclosure

Effective Date: September 15, 2025 **Last Updated:** September 15, 2025

These Terms of Service (“Terms”) govern your use of services provided by Brighter Way Dental Center (“BWD,” “we,” “us,” or “our”), including our websites, patient communications (email, phone, and SMS/MMS text messaging), and in-clinic services (collectively, the “Services”). By using the Services, providing your contact information, or enrolling in our texting programs, you agree to these Terms and to our Privacy Policy.

If you do not agree, do not use the Services.

1) Eligibility & Patient Responsibilities

- You must be 18 years or older (or have a parent/guardian’s consent) to receive text messages or schedule care.
- You agree to provide accurate contact information and keep it updated.
- Do not use text messages for emergencies. If you are experiencing a medical or dental emergency, call 911 or visit the nearest emergency department.

2) SMS/MMS Text Messaging Program

2.1 Program Description

With your consent, BWD may send SMS/MMS text messages to your mobile number. These messages may be autodialed and/or pre-recorded and can include:

Operational/Transactional

- Appointment scheduling, confirmations, reminders, cancellations, and wait-list openings
- Check-in links, digital forms, and pre-visit instructions
- Post-op instructions, follow-up care, and recall notices
- Treatment plan updates, lab or imaging coordination
- Insurance and benefits verification notices
- Billing updates, statements, balance due, and payment reminders
- Care coordination and case status updates
- Identity verification/one-time passcodes (if used)

Service & Support

- Two-way messaging with staff for routine non-urgent questions
- Links to patient resources, intake forms, and portals

Surveys & Feedback

- Patient satisfaction surveys and reputation requests

Marketing/Promotional (only with your express consent)

- Special events, community programs, educational content
- Offers related to dental services, financing, or wellness
- News about new technology or services at BWD

Consent Not Required: Your consent to marketing texts is not a condition of treatment or purchase. You can receive care from us without subscribing to marketing texts.

2.2 Typical Message Cadence (Frequency)

Message frequency varies by your activity with BWD. We cap messaging to respect your preferences. Typical ranges:

Category	Examples	Typical Cadence
Appointment Lifecycle	Booking confirmation, 72–48 hr reminders, day-of reminder	Up to 3–5 msgs per appointment
Post-Op & Follow-Up	Immediate post-op tips, 24–72 hr check-in, 1–2 follow-ups	1–4 msgs per event over 14 days
Treatment Plan	Estimates ready, approvals, scheduling prompts	1–3 msgs per plan over 30 days
Billing	Statements, payment reminders, receipts	1–3 msgs per billing cycle
Recall/Preventive	Hygiene recall, routine checkups	1 msg/month until scheduled (max 4 in 6 months)
Surveys	Feedback & satisfaction	1–2 msgs per visit episode
Marketing/Promotions (opt-in only)	Offers, events, updates	1–4 msgs/month

These are typical guidelines, not guarantees. Actual frequency depends on your visits, plan status, and preferences. You can change preferences or opt out any time (see Opt-Out).

2.3 Costs & Carrier Disclosures

- Message & data rates may apply from your mobile carrier.
- Message frequency varies.
- Carriers are not liable for delayed or undelivered messages.
- Delivery depends on your wireless service, coverage, and device.

2.4 Opt-In / Enrollment Methods

- Providing your mobile number and affirmatively consenting on forms or online (e.g., checking a box).
- Replying YES/START to a BWD enrollment prompt.
- Texting a keyword we provide to initiate a conversation.
- Verbally authorizing SMS during a recorded call or at the front desk (documented in your chart).

Marketing texts require express written consent (e.g., checking a box online or signing a form). Consent for operational/transactional messages may be part of our routine patient communications.

2.5 Opt-Out & Help

- Opt-Out: Reply STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to any message to stop that message category.
- If you want to stop all texting from BWD, reply STOP ALL.
- You can also request changes by contacting us (see Contact).
- Help: Reply HELP or INFO for assistance, or contact us directly.

To re-enroll after opting out, reply START or contact us.

2.6 Supported Numbers & Shortcodes

Messages may be sent from local 10DLC numbers or designated short codes assigned to BWD. Save our numbers in your contacts to avoid missing messages.

Note: We may update or rotate sending numbers. If you receive a new message that appears to be from BWD and you're unsure, contact us using the information in Contact below.

2.7 Appropriate Use & Content Limits

- Texting is not secure for emergencies or highly sensitive information.
- We may limit or disable texting for misuse (e.g., spam, abusive content).

3) Privacy & Data

Your information is handled in accordance with our Privacy Policy and Notice of Privacy Practices (HIPAA).

Privacy Policy: <https://brighterwaydental.org/privacy> [Replace with final URL]

Notice of Privacy Practices (HIPAA): <https://brighterwaydental.org/notice-of-privacy-practices> [Replace with final URL]

3.1 SMS & Privacy

SMS/MMS may be unencrypted. By enrolling, you acknowledge and accept the privacy risks of receiving unencrypted messages to your device. To reduce risk, we may send links to secure forms/portals rather than including sensitive details in the message body.

3.2 Data Use

We may collect and process data related to your texting interactions (e.g., delivery status, opt-in/out, replies) to operate the program, maintain records, and improve Services. We do not sell your personal information.

4) Electronic Communications & E-Signature

By providing your email or mobile number, you consent to receive electronic communications (including SMS/MMS) from BWD. You agree that electronic records and signatures have the same legal effect as paper versions.

5) Patient Accounts, Portals & Third-Party Links

If we provide access to a patient portal or third-party services (e.g., financing), your use of those services may be governed by separate terms and privacy policies. We are not responsible for third-party systems we don't control.

6) Prohibited Uses

- Interfere with or disrupt the Services.
- Attempt to access other patients' information.
- Use the Services for unlawful, fraudulent, or abusive purposes.

7) Disclaimers

- The Services (including texting) are provided "as is" without warranties of any kind.
- We do not warrant uninterrupted or error-free delivery of text messages.
- Information sent via text is for convenience and general guidance; it is not a substitute for individualized clinical advice. Always follow your provider's instructions and contact us with questions.

8) Limitation of Liability

To the fullest extent permitted by law, BWD and its affiliates, officers, directors, employees, and agents are not liable for any indirect, incidental, special, consequential, or punitive damages arising from or related to the Services or texting program. Our total liability for any claim shall not exceed the greater of (a) the amount you paid to us for the service giving rise to the claim in the 3 months preceding the claim or (b) \$100. Some jurisdictions do not allow certain limitations; the above may not apply to you.

9) Indemnification

You agree to indemnify and hold harmless BWD from any claims, damages, losses, or expenses (including reasonable attorneys' fees) arising out of your violation of these Terms or misuse of the Services.

10) Changes to the Services or Terms

We may update these Terms or modify/stop the texting program at any time. Changes are effective upon posting the revised Terms with an updated "Last Updated" date or upon notice to you. Your continued use of the Services after changes constitutes acceptance.

11) Governing Law; Venue

These Terms are governed by the laws of the State of Arizona, without regard to conflict-of-law rules. You agree to the exclusive jurisdiction of state and federal courts located in Maricopa County, Arizona for any disputes not otherwise subject to arbitration or small-claims court.

12) Severability & Waiver

If any provision of these Terms is found unenforceable, the remaining provisions remain in full force. Our failure to enforce any right is not a waiver of it.

13) Contact

Brighter Way Dental Center

Phone (call/text): (602) 362-0744

Fax (secure records): (480) 907-1665

Email: info@brighterwaydental.org

Mailing Address: 230 S 12th Avenue, Phoenix, AZ 85007

For SMS support, reply HELP to any message or contact us via the methods above. To opt out of marketing or all texting, reply STOP, END, CANCEL, UNSUBSCRIBE, QUIT, or STOP ALL as described in Opt-Out & Help.

14) Short-Form SMS Disclosure (for forms/web near the phone field)

By entering your mobile number and clicking "I Agree," you consent to receive SMS/MMS messages from Brighter Way Dental Center, including appointment, care, billing, and support messages, and (if you check the marketing box) promotional messages. Message & data rates may apply. Message frequency varies. Reply STOP to opt out, HELP for help. Consent to marketing is not required for treatment. See our Privacy Policy and Notice of Privacy Practices.