

SMS Terms of use

Earzlink Hearing Care TEXT MESSAGING TERMS OF USE

By "Opting In" to or using a "Text Message Service" (as defined below) from Earzlink Hearing Care, you accept these Terms & Conditions. [IF APPLICABLE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED BELOW.]

This agreement is between you and Earzlink Hearing Care or one of its affiliates. All references to "Earzlink Hearing Care," "we," "our," or "us" refer to Earzlink Hearing Care, 1922 N. Limestone St. Springfield OH 45503.

DEFINITIONS

"Opting In," "Opt In," and "Opt-In" refer to requesting, joining, agreeing to, enrolling in, signing up for, acknowledging, responding to, or otherwise consenting to receive one or more text messages.

"Text Message Service" includes any arrangement or situation in which we send one or more messages addressed to your mobile phone number, including text messages (such as SMS, MMS, or successor protocols or technologies).

CONSENTING TO TEXT MESSAGING

By consenting to receive text messages from us, you agreed to these Text Messaging Terms and Conditions, as well as our [Notice of Privacy Practices | Earzlink](#), incorporated herein by reference.

E-SIGN DISCLOSURE

By agreeing to receive text messages, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by replying STOP.

Earzlink Hearing Care TEXT MESSAGE SERVICE PRIVACY POLICY

We respect your privacy. We only use information you provide through this service to transmit your mobile messages and respond to you. This includes, but isn't limited to, sharing information with platform providers, phone companies, and other vendors who assist us in the delivery of mobile messages. WE DON'T SELL, RENT, LOAN, TRADE, LEASE, OR OTHERWISE TRANSFER FOR PROFIT ANY PHONE NUMBERS OR CUSTOMER INFORMATION COLLECTED THROUGH THE SERVICE TO ANY THIRD PARTY. Nonetheless, we reserve the right always to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. This Text Message Service Privacy Policy

applies to your use of the Text Message Service and isn't intended to modify our general Privacy Policy incorporated by reference above, which may govern the relationship between you and us in other contexts.

COSTS OF TEXT MESSAGES

We do not charge you for the messages you send and receive via this text message service. But message and data rates may apply, so depending on your plan with your wireless or other applicable provider, you may be charged by your carrier or other applicable provider.

FREQUENCY OF TEXT MESSAGES

This Text Messaging Service is for conversational person-to-person communication between you and our employees. We may send you an initial message providing details about the service. After that, the number of text messages you receive will vary depending on how you use our services and whether you take steps to generate more text messages from us (such as by sending a HELP request).

OPTING OUT OF TEXT MESSAGES

If you no longer want to receive text messages, you may reply to any text message with STOP, QUIT, END, REVOKE, OPT OUT, CANCEL, or UNSUBSCRIBE. As a person-to-person communication service, opt-out requests are specific to each conversation between you and one of our employees and their associated phone number. After unsubscribing, we may send you confirmation of your opt-out via text message.

CONTACT US

For support, email us at Heather@earzlink.com, call us at 937-402-3000, or reach us through our website earzlink.com.