

Terms of Service

Last Updated: 10/24/2024

1. Introduction

Welcome to Nivano Physicians ("Nivano"). These Terms of Service ("Terms") govern your use of our services, including but not limited to, our website, mobile applications, and SMS communications (collectively referred to as the "Services"). By accessing or using our Services, you agree to comply with and be bound by these Terms. Please read them carefully.

If you do not agree to these Terms, you may not access or use the Services.

2. Eligibility

By using our Services, you confirm that you are at least 18 years old or have the legal authority to enter into this agreement. If you are using our Services on behalf of an organization, you agree to these Terms on behalf of that organization.

3. Account Registration

To access certain features of our Services, you may be required to create an account. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

4. 10DLC Compliance and SMS Communications

By using our Services, you agree to receive SMS communications from us, which may include alerts, notifications, promotional messages, and other types of communication.

4.1 What is 10DLC?

10DLC (10-Digit Long Code) is a messaging system used in the United States for sending Application-to-Person (A2P) text messages using a standard 10-digit phone number. The 10DLC system is regulated to ensure compliance with legal requirements and to protect consumers from unwanted or illegal text messaging.

4.2 Consent to Receive SMS Messages

You consent to receive SMS messages from us by providing your phone number through our Services. You understand that message and data rates may apply according to your mobile plan. You may opt out of receiving SMS messages at any time by replying "STOP" to any message received from us. However, opting out may impact your use of certain Services or notifications.

4.3 SMS Message Frequency

Message frequency will vary depending on your interactions with us and your subscription to various notifications or alerts. You will receive only the communications you've opted into unless it is required for the operation of our Services (e.g., transactional messages).

4.4 Compliance with 10DLC Regulations

We comply with all applicable regulations related to SMS 10DLC messaging, including but not limited to:

- **Obtaining Proper Consent:** We will not send SMS communications without prior explicit consent from you, in accordance with Federal Communications Commission (FCC) regulations and 10DLC compliance rules.
- **Message Transparency:** Each SMS message will clearly identify the sender and provide a mechanism to opt-out (e.g., "Reply STOP to unsubscribe").
- **Data Privacy:** We respect your privacy and handle all data associated with SMS communications in accordance with our [Privacy Policy](#).

We work with registered messaging providers and carriers to ensure that all messages are delivered in compliance with carrier and legal guidelines, including those established by the Cellular Telecommunications Industry Association (CTIA) and the Federal Trade Commission (FTC).

4.5 Opting Out

To stop receiving SMS messages, reply "STOP" to any SMS you receive from us. If you opt out, you will be unsubscribed from all SMS communications, except those required for ongoing transactions (e.g., payment confirmations). You can re-enroll at any time by updating your preferences through your account or by texting us again.

4.6 Fees and Charges

You are responsible for any mobile carrier fees and charges associated with the SMS messages you receive from us, including data charges. Check with your carrier for more details on the costs applicable to your specific plan.

5. Intellectual Property

All content on the Services, including but not limited to text, graphics, logos, images, and software, is the property of Nivano or its licensors and is protected by copyright, trademark, and other intellectual property laws.

You may not reproduce, distribute, modify, or create derivative works of our content without prior written permission.

6. Limitation of Liability

To the fullest extent permitted by law, Nivano shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages resulting from your use of or inability to use the Services.

7. Privacy Policy

Your privacy is important to us. Please review our [Privacy Policy](#) to understand how we collect, use, and protect your personal information.

8. Termination

We reserve the right to suspend or terminate your access to the Services at our discretion, without notice, for conduct that we believe violates these Terms or is harmful to other users, us, or third parties.

9. Changes to These Terms

We may update these Terms from time to time. Any changes will be posted on this page, and the date of the latest revision will be indicated at the top. By continuing to use our Services after any changes, you agree to the updated Terms.

10. Governing Law

These Terms are governed by and construed in accordance with the laws of the state of [Your State], without regard to its conflict of law principles.

11. Contact Us

If you have any questions about these Terms or our Services, please contact us at:

- Email : compliance@nivanophysicians.com
- Phone : 916-407-2000
- Address: 1420 River Park Dr Ste 200, Sacramento CA 95815