

# Terms and Conditions

**Effective Date:** April 1, 2025 | **Last Updated:** April 1, 2025

Please read these Terms and Conditions ("Terms") carefully before using the Rancho Wellness Medical Group website, patient portal, or any related digital services (collectively, the "Site"). By accessing or using the Site, you agree to be bound by these Terms. If you do not agree, please do not use the Site.

## 1. Acceptance of Terms

These Terms constitute a legally binding agreement between you and Rancho Wellness Medical Group ("Rancho Wellness," "we," "our," or "us"). Your continued use of the Site constitutes your acceptance of these Terms and any updates we may make to them. We reserve the right to modify these Terms at any time, with changes taking effect upon posting to the Site.

## 2. Not a Substitute for Medical Advice

The information provided on this Site is for general informational and educational purposes only. It is not intended to be, and should not be construed as, professional medical advice, diagnosis, or treatment.

Always seek the advice of a qualified healthcare provider regarding any medical condition or treatment. Never disregard professional medical advice or delay seeking it because of something you read on this Site. In the event of a medical emergency, call 911 or go to the nearest emergency room immediately.

Use of this Site does not establish a physician-patient relationship between you and Rancho Wellness or any of its providers.

## 3. Appointment Scheduling and Patient Services

Appointment requests made through our website or patient portal are subject to availability and confirmation by our office. Submission of an appointment request does not guarantee a confirmed appointment. You will receive confirmation from our staff before your appointment is finalized.

Patients are responsible for:

- Arriving on time for scheduled appointments
- Providing accurate and complete health and insurance information
- Notifying our office of any cancellations with reasonable advance notice (at least 24 hours when possible)
- Understanding that repeated no-shows or late cancellations may result in a scheduling fee or restricted access to online scheduling

## 4. Financial Responsibility and Billing

You are responsible for all charges incurred in connection with services provided by Rancho Wellness, including any amounts not covered by your insurance plan. It is your responsibility to understand your insurance benefits, co-payments, deductibles, and out-of-pocket obligations prior to receiving services.

Rancho Wellness will submit claims to your insurance carrier on your behalf as a courtesy. However, any balance remaining after insurance adjudication is the patient's responsibility. Failure to provide accurate insurance information may result in the patient being held responsible for the full cost of services.

## **5. Patient Portal and Online Account Access**

If you are provided access to an online patient portal, you are responsible for maintaining the confidentiality of your login credentials. You agree not to share your username or password with anyone and to notify us immediately if you suspect unauthorized access to your account.

Rancho Wellness is not responsible for any unauthorized access resulting from your failure to safeguard your login information. We reserve the right to suspend or terminate portal access at our discretion, including in cases of misuse or security concerns.

## **6. Acceptable Use of the Site**

By using this Site, you agree not to:

- Use the Site for any unlawful purpose or in violation of any applicable laws or regulations
- Attempt to gain unauthorized access to any portion of the Site or its related systems
- Submit false, misleading, or fraudulent information
- Interfere with or disrupt the operation of the Site or servers
- Use automated means (bots, scrapers, crawlers) to access or collect data from the Site
- Impersonate any person or entity, or misrepresent your affiliation with any person or entity

We reserve the right to restrict or terminate your access to the Site for violations of this section without prior notice.

## **7. Intellectual Property**

All content on this Site, including but not limited to text, graphics, logos, images, and software, is the property of Rancho Wellness Medical Group or its content suppliers and is protected by applicable intellectual property laws.

You may access and use Site content for personal, non-commercial purposes only. You may not reproduce, distribute, modify, create derivative works from, publicly display, or otherwise exploit any content from this Site without our express written permission.

## **8. Third-Party Links and Services**

This Site may contain links to third-party websites or services for your convenience. These links do not constitute an endorsement by Rancho Wellness of those sites or their content. We have no control over and assume no responsibility for the content, privacy practices, or availability of any third-party sites. Your use of third-party sites is at your own risk and subject to their respective terms and policies.

## 9. Limitation of Liability

To the fullest extent permitted by law, Rancho Wellness Medical Group, its officers, employees, agents, and affiliates shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or related to your use of, or inability to use, this Site or its content.

This includes, without limitation, damages for loss of data, loss of revenue, or any other intangible losses, even if Rancho Wellness has been advised of the possibility of such damages. Our total liability to you for any claim arising from these Terms or your use of the Site shall not exceed one hundred dollars (\$100).

## 10. Disclaimer of Warranties

This Site and its content are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

Rancho Wellness does not warrant that the Site will be uninterrupted, error-free, or free of viruses or other harmful components. We do not warrant the accuracy, completeness, or usefulness of any information on the Site.

## 11. Privacy

Your use of this Site is also governed by our Privacy Policy, which is incorporated into these Terms by reference. Please review our Privacy Policy to understand our practices regarding the collection, use, and protection of your personal information. Our Privacy Policy is available on our website at [ranchowellness.com](http://ranchowellness.com).

## 12. Communications and Electronic Notices

By providing your email address or phone number to Rancho Wellness, you consent to receiving electronic communications from us, including appointment reminders, health-related updates, and administrative notices. You may opt out of non-essential communications at any time by contacting our office or using the unsubscribe option included in email communications.

You agree that electronic communications from Rancho Wellness satisfy any legal requirement that such communications be in writing.

This section does not apply to SMS text messaging, which is governed exclusively by Section 15 (SMS Terms and Conditions). Providing your phone number to Rancho Wellness does not by itself constitute consent to receive SMS messages. SMS consent must be given separately through our patient consent form.

## 13. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles. Any disputes arising from or related to these Terms or your use of the Site shall be subject to the exclusive jurisdiction of the state and federal courts located in Riverside County or San Diego County, California.

Before initiating formal legal proceedings, you agree to first contact Rancho Wellness in good faith to seek an informal resolution of any dispute.

## 14. Severability

If any provision of these Terms is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, or severed from these Terms if modification is not possible. The remaining provisions shall continue in full force and effect.

## 15. SMS Terms and Conditions

By opting into the SMS service from Rancho Wellness Family Medicine, you agree to receive text messages related to your care at our clinic, including appointment reminders, appointment confirmations, cancellation notices, and other clinical updates. If you have separately consented to marketing messages, you may also receive notifications about new providers joining our practice, new clinic openings, and new services we offer.

### 15.1 Program Description

The Rancho Wellness Family Medicine SMS program is used to keep patients informed about their care and our practice. Two separate consents are offered:

- **Non-marketing (clinical) messages:** appointment reminders, confirmations, cancellations, and clinical updates.
- **Marketing messages (optional):** new providers, new clinic openings, and new services.

You may consent to one, both, or neither. Each is independent.

### 15.2 Message Frequency

Message frequency varies based on your appointments and your interaction with our services.

### 15.3 Message and Data Rates

Standard message and data rates may apply for both incoming and outgoing messages. Please contact your wireless provider if you have questions about your plan or rates.

### 15.4 Opting Out

You can cancel the SMS service at any time by replying "STOP" to any message you receive from us. After you send "STOP," we will send a confirmation message and you will no longer receive SMS messages from us. If you wish to rejoin later, you may opt in again through our website form or by contacting our office.

If you have consented to both clinical and marketing messages, replying "STOP" will opt you out of the program from which the message was sent. To opt out of all messages, reply "STOP" to any message and contact our office to confirm full removal.

### 15.5 Help and Support

For help with the SMS program, reply "HELP" to any message. You may also contact our office directly at (909) 639-3422 or by email at [sbyrne@ranchohealth.com](mailto:sbyrne@ranchohealth.com).

## 15.6 Carriers Not Liable

Carriers are not liable for delayed or undelivered messages. Message and data rates may apply for messages sent to you from us and to us from you. For questions about your text plan or data rates, please contact your wireless provider.

## 15.7 Privacy and Data Protection

**No mobile information will be shared with third parties or affiliates for marketing or promotional purposes. Information sharing to subcontractors in support services, such as customer service and message delivery providers, is permitted. All other use case categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.**

For full privacy details, please review the Rancho Wellness Family Medicine Privacy Policy on our website at [ranchowellness.com](http://ranchowellness.com).

## 15.8 Eligibility

You must be the account holder or have authorization from the account holder of the mobile number provided. You must be at least 18 years of age, or have authorization from a parent or legal guardian, to opt in to SMS communications.

## 15.9 Changes to These Terms

We may update these SMS Terms from time to time. The most current version will always be posted on our website. Continued participation in the SMS program after changes are posted constitutes acceptance of the updated terms.

## 15.10 Contact Information

For additional assistance, contact Rancho Wellness Family Medicine:

**Phone:** (909) 639-3422

**Email:** [sbyrne@ranchohealth.com](mailto:sbyrne@ranchohealth.com)

**Website:** [ranchowellness.com](http://ranchowellness.com)

Thank you for choosing Rancho Wellness Family Medicine.

## 16. Entire Agreement

These Terms, together with our Privacy Policy and any other policies posted on the Site, constitute the entire agreement between you and Rancho Wellness regarding your use of the Site and supersede all prior understandings or agreements, whether written or oral, relating to the same subject matter.

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*These Terms and Conditions apply to your use of the Rancho Wellness website and digital services. They do not govern the clinical relationship between patients and providers, which is subject to separate agreements, consents, and applicable healthcare regulations including HIPAA.*