

Food Lion FAQ – SMS T&C Page

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. Types of text messages may include but are not limited to information regarding your medications, prescription status alerts identifying when prescription(s) are ready to be refilled or ready for pickup (including messages related to our automatic refill program and/or medication synchronization program if you are enrolled in those programs), information regarding your eligibility for or the availability of immunizations, immunization reminders, information related to appointments, medication recall notifications, and other helpful healthcare information. 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 do I stop (opt-out of) receiving text messages?

You may opt out of all FOOD LION PHARMACY text alerts at any time. To stop receiving all text alerts, reply STOP to any FOOD LION PHARMACY text alert or to 434-577-8993. 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. You may also opt out of all FOOD LION PHARMACY text alerts by contacting your FOOD LION PHARMACY.

You may also opt-out of specific messaging types by replying with a specific code provided in the text message you received. For example, to opt-out of only Prescription Pickup Reminder notifications, reply END2. Please see the table below for a complete list of message types and corresponding opt-out codes. For questions about text alerts, reply to any FOOD LION PHARMACY text alert with the word HELP or contact Customer Care at 1-800-210-9569.

Text Message Type	Opt-Out Code
All FOOD LION PHARMACY text alerts	STOP
Prescription Status Notifications • Referred to as "STATUS" messages	END1
Prescription Pickup Reminder Notifications • Referred to as "REMINDER" messages	END2
Prescription Synchronization Program Notifications • Referred to as "SYNC" messages	END3
Pharmacy Marketing Notifications • Referred to as "MARKETING" messages	END4
Prescription Recall Notifications • Referred to as "RECALL" messages	END5
Immunization Eligibility and Availability Notifications • Referred to as "VACCINE" messages	END6

FOOD LION Pharmacy Text Messaging Terms and Conditions

These Pharmacy Text Messaging Terms and Conditions ("this "Agreement") provide 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.

Description of Text Messaging Services. 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 providing your mobile phone number and enrolling in FOOD LION PHARMACY text alerts, you certify that (i) you are the account holder and consent to enroll, or have the account holder's consent to enroll, and (ii) you are 18 or older. By enrolling to receive FOOD LION PHARMACY text alerts, you agree to these terms and conditions, which become effective upon your enrollment.

Updates to these Terms and Conditions. These Terms and Conditions may be updated periodically, and by enrolling in FOOD LION PHARMACY text alerts, you understand it will be your responsibility to review any changes made to the Terms and Conditions. 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 to confirm your enrollment in this Service. By confirming your enrollment, you are expressly agreeing to receive healthcare messages that relate to your prescriptions and/or pharmacy services. If you are eligible to receive marketing messages, you will receive a separate enrollment message that requires a "YES" response to confirm your enrollment in marketing text alerts.

Acknowledgement and Description of Text Messaging. 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 your 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. Types of text messages may include, but are not limited to:

- Information regarding your medications
- Prescription status alerts identifying when prescription(s) are ready to be refilled or ready for pickup (including messages related to our automatic refill program and/or medication synchronization program if you are enrolled in those programs)
- Information regarding your eligibility for or the availability of immunizations
- Immunization reminders
- Information related to appointments, medication recall notifications
- Other helpful healthcare information

By accepting these Terms and Conditions, you authorize FOOD LION PHARMACY and its service providers to deliver informational text alerts to any mobile phone number you provide to FOOD LION PHARMACY or when registering for a service. Your cellular carrier may charge message and data rates for such messages. Carriers are not liable for delayed or undelivered messages. Although FOOD LION PHARMACY does not require you to provide this consent as a condition to purchase goods, failure to provide consent may impact the functionality of certain services that are designed to use text messaging functionality to deliver information to you.

Text Messages Sent by Service Providers. Service providers that may deliver informational text alerts to you to facilitate certain services include, but are not limited to:

- (i) Asteres ScriptCenter: FOOD LION PHARMACY has partnered with Asteres ScriptCenter to offer you the convenience of in-store locker pickup for your prescriptions in select FOOD LION PHARMACY locations. You may select this option when you order your prescriptions using the FOOD LION PHARMACY MOBILE APP. You will be enrolled in receiving texts from the ScriptCenter service provider each time you choose the locker as your method of pickup. You will receive these texts at the cell number associated with your patient account. These texts will be limited to notifying you that your prescription is ready for pickup and providing you with the locker claim code and other information regarding your prescription pickup. You may opt out of receiving these texts at any time by replying "STOP" to these text communications. Texts on behalf of ScriptCenter will then stop until you reply "START" and select Locker as your pickup option on your next order. To better serve you, a photo will be captured of the person who picks up your prescription at the locker. [In some instances, the pharmacist will need to call you at the number that is on file with the FOOD LION Pharmacy to provide you with patient counseling. The Pharmacy will not load your prescription in the locker until you've received this counseling.]
- (ii) ScriptDrop: FOOD LION PHARMACY has partnered with ScriptDrop, Inc. to offer you the convenience of delivery for your prescriptions in select FOOD LION PHARMACY locations. You may select this option when you order your prescriptions using the FOOD LION PHARMACY MOBILE APP or by speaking with a member of the pharmacy team. You may be enrolled in receiving texts from the ScriptDrop, Inc. service provider each time you choose delivery as your method of receiving your prescription. In these instances, you will receive these texts at the cell number associated with your patient account. These texts will be limited to notifying you of the status of your prescription delivery. You may opt out of receiving these texts at any time by replying "STOP" to these text communications. Texts on behalf of ScriptDrop, Inc. will then stop until you reply "UNSTOP" or "START" and select delivery as your pickup option on your next order.
- (iii) EnlivenHealth, Inc./Omniceil: FOOD LION PHARMACY has partnered with EnlivenHealth, Inc./Omniceil to offer an online tool to allow you the ability to conveniently schedule appointments for immunizations and/or other clinical services at our pharmacy locations. You may opt-in to receive text messages related to your scheduled appointment during the scheduling process. This opt-in will result in you receiving text messages only related to the associated appointment. You must opt-in to receive text messages each time an appointment is scheduled. You will receive these messages at the phone number entered during the scheduling process. These messages will be sent from the phone number: 434-577-8998. You may opt-out of receiving these texts at any time by replying "STOP" to these text communications.

Message and Data Rates May Apply. 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, which may change over time: AT&T, Alltel, T Mobile, Verizon Wireless, U.S. Cellular, Sprint, Boost, Cellcom, C Spire, Altafiber, Cricket Wireless, ACS Wireless, Bluegrass, Cox Communications, ECIT – Cellular One of East Central Illinois, EKN – Appalachian Wireless, GCI, Immix – PC Management, Inland Cellular, Metro by T-Mobile, Nex-Tech Wireless, Revol, RINA/All West Wireless, RINA/CTC Telecom-Cambridge, RINA/FMTC-Farmers Mutual Telephone Co., RINA/Nucla-Naturita Telephone Co., RINA/Silver Star, RINA/Snake River PCS, RINA/South Central, RINA/Syringa Wireless, RINA/UBET, West Central Wireless.

How to Opt Out of Text Messaging. *You may opt out of all FOOD LION PHARMACY text alerts at any time.* To stop receiving all text alerts, reply STOP to any FOOD LION PHARMACY text alert or to 434-577-8993. 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. ***You may also opt out of all FOOD LION PHARMACY text alerts by contacting your FOOD LION PHARMACY.***

You may also opt-out of specific messaging types by replying with a specific code provided in the text message you received. For example, to opt-out of only Prescription Pickup Reminder notifications, reply END2. Please see the table below for a complete list of message types and corresponding opt-out codes. For questions about text alerts, reply to any FOOD LION PHARMACY text alert with the word HELP or contact Customer Care at 1-800-210-9569.

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Immunization Eligibility and Availability Notifications Referred to as "VACCINE" messages	END6

How to Reactivate Text Messaging After Opting Out. If you chose to opt out of all messages by replying STOP, you may re-activate enrollment at any time by texting START to 434-577-8993. By texting START you will be asked to confirm your choice to opt-in to receive FOOD LION PHARMACY text alerts. If you chose to opt out of a specific message type (see table above), you may re-activate enrollment in that specific message type by contacting your FOOD LION PHARMACY.

Disclaimers. 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.

Customer Privacy. Please view the [FOOD LION Privacy Statement](#) and the [FOOD LION HIPAA Notice of Privacy Practices](#) for information about FOOD LION's data practices.

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/media/yawntdvs/2025_consumer_arbitration_rules.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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