



Terms of Use

Effective Date: 10/24/2025

1. Agreement to Terms

By opting-in to receive SMS messages from Newport Vision & Wellness ("we", "us", "our"), and/or by using our website

<https://www.newportvisionandwellness.com> (the "Site"), you ("you", "subscriber", "user") agree to be bound by these Terms of Use ("Terms"), our Privacy Policy, and any other terms referenced herein. If you do not agree with all of these terms, you must not opt-in to our SMS program or use the Site's SMS-enabled features.

2. Program Description

We offer a mobile messaging/SMS program ("Program") designed to provide you with information, offers, news, reminders and promotions regarding our vision, wellness and aesthetic services and related updates. By opting in, you acknowledge that you are requesting to receive such text messages from us.

3. Consent and Opt-In

a. Your participation is voluntary and you must provide your mobile phone number and affirmative consent to receive messages.

b. You confirm that you are the mobile account holder (or otherwise have appropriate authority) for the phone number you provide.

c. You consent to receive recurring SMS/MMS messages from us to the number you provide, including but not limited to promotional offers, appointment reminders, wellness updates, and other marketing or informational messages.

d. Standard message and data rates from your mobile service provider may apply. You are responsible for any charges incurred.

e. Message frequency will vary. At the time of opt-in, we will provide an estimate of expected message volume (20-40 messages/month), and you agree to that frequency.

4. Message Content & Frequency

- a. The messages you receive may include promotions, special offers, updates about our services, scheduling reminders, and other relevant content.
- b. We may use SMS, MMS or other mobile messaging formats.
- c. You acknowledge that message delivery may be subject to mobile carrier networks, and we cannot guarantee delivery or timing.
- d. We will operate the Program in compliance with applicable laws, including permissible time-of-day restrictions (for example, in the U.S. no marketing messages before 8:00 a.m. or after 9:00 p.m. in the recipient's local time zone unless you have explicitly consented).

5. Opt-Out / Stop Service

- a. You may opt out of the Program at any time by replying "STOP" (or another designated keyword) to any SMS message you receive from us. After your opt-out request is processed, we will send you a confirmation message and you will no longer receive SMS messages unless you re-enroll.
- b. For help or support regarding the Program, reply "HELP" (or the designated keyword) or contact us at Email: emface@kimdoanmd.com Phone: 949-645-6300.
- c. If you change your mobile number, it is your responsibility to update your number or opt out of the Program to avoid unwanted messages.

6. Privacy & Data Use

a. By enrolling, you agree that we may collect, store and use your mobile phone number and any other data you provide for the purposes of sending SMS messages and administering the Program.

b. Your data will be managed in accordance with our Privacy Policy link: https://www.newportvisionandwellness.com/_files/ugd/bb687c_4328c2b3cc744ad6a8451835dc437ba2.pdf and all applicable privacy laws.

c. We will retain your information for as long as you remain enrolled in the Program or as otherwise permitted by law.

d. We will not sell your mobile number to unaffiliated third parties for their own marketing without your explicit consent.

7. Costs & Disclaimers

a. Standard message and data rates may apply from your mobile carrier. You are responsible for all such costs.

b. We and the carrier(s) are not liable for delayed or undelivered messages due to network issues, signal availability, device capability or other factors.

c. This Program is not a condition of purchase of any goods or services (unless otherwise stated), and you may still receive our services if you decline enrollment.

8. Changes to Terms

We reserve the right to modify, suspend or terminate the Program or these Terms at any time. We will post any changes on the Site and/or notify you via SMS. Your continued participation after such changes constitutes acceptance of the revised Terms.

9. Intellectual Property

All content provided via the Program or on the Site is our property (or licensed to us) and may be protected by copyright, trademark and other laws. You may not reproduce, distribute or create derivative works without our prior written consent.

0. Representations & Warranties

By enrolling in the Program you represent that (i) you are at least 18 years of age (or the age of majority in your jurisdiction), (ii) you are the account holder or have the authority for the mobile number provided, and (iii) you have the right to enroll the number you provide.

11. Limitation of Liability

To the fullest extent permitted by law, we (and our affiliates, service providers, agents and carriers) will not be liable for any indirect, incidental, punitive, special or consequential damages arising out of or relating to your enrollment or use of the Program.

12. Governing Law

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 provisions.

13. Contact Information

If you have any questions about these Terms or the Program, please contact:

Newport Vision & Wellness

Email: emface@kimdoanmd.com

Phone: 949-645-6300

Address: 3333 W Coast Hwy Ste 201, Newport Beach, CA 92663

Additional Notices

Carrier Rates & International Messages: If you are located outside the U.S., message frequency, delivery and carrier charges may vary.

Minors: The Program is not intended for individuals under the age of 13 (or as required by local laws).

Amendments to the SMS Program: If the Program includes contests, sweepstakes or special campaign offers, additional rules may apply and will be disclosed separately at the time of enrollment.