



# TERMS OF SERVICE

These Terms of Service ("Terms") govern your access to and use of the Enlight Hospice of VA website, any public-facing online content or features provided through it, and any text message (SMS) communications you exchange with us. By accessing or using the website, or by providing your mobile phone number to us, you agree to these Terms. If you do not agree, please do not use the website or provide your mobile phone number.

## 1. Informational Purpose Only

The information on this website is provided for general informational and educational purposes only. Website content, including text, images, graphics, and other materials, is not medical advice and is not intended to replace evaluation, diagnosis, treatment, or guidance from a qualified healthcare professional.

## 2. Not for Emergencies or Urgent Clinical Communication

The website should not be used to report a medical emergency, urgent symptom, medication concern, or time-sensitive patient-care issue. If there is an immediate threat to life or safety, call 911. Current hospice patients and families should use the hospice's established clinical or on-call contact process for urgent care needs.

**This applies equally to text messaging.** Text messages are not monitored continuously and may be delayed or undelivered. Do not use text messaging to report an emergency, a sudden change in condition, uncontrolled symptoms, a fall, or any other urgent clinical concern.

For urgent clinical needs at any hour, call our on-call line at **804-471-4588**. For an immediate threat to life or safety, call 911.

## 3. Hospice Services and Eligibility

Information describing hospice care, services, eligibility, benefits, or coverage is general in nature. Actual services are based on individual assessment, physician certification, applicable Medicare or other payer requirements, availability, and the patient's plan of care. Website information does not create a patient-provider relationship or guarantee admission to hospice services.

## 4. Privacy and Protected Health Information

Enlight Hospice of VA is committed to protecting the privacy and security of protected health information ("PHI") in accordance with applicable HIPAA requirements and hospice policies. Please do not submit sensitive medical information through general website forms, ordinary email, or other public



website features unless the website specifically indicates that the method is secure and intended for that purpose.

Text messaging is likewise not a secure or encrypted method of communication. Please do not send sensitive medical information, Social Security numbers, financial information, or other confidential details by text message.

Our use and disclosure of PHI are governed by applicable law and our Notice of Privacy Practices. These Terms do not replace or modify rights provided under the Notice of Privacy Practices or applicable law. Our collection, use, retention, and deletion of phone numbers and message content are described in our Privacy Policy, which is incorporated into these Terms by reference.

## 5. SMS / Text Message Communications

### 5.1 Who Receives Our Messages, and On What Authority

Our text messaging program is used only for coordinating care. We send text messages to two groups:

- **Family members, caregivers, and authorized representatives** of a patient receiving services from Enlight Hospice of VA, who have given us their mobile number for the purpose of coordinating that patient's care.
- **Staff at facilities** where our patients reside — such as assisted living facilities, nursing facilities, and group homes — for the purpose of coordinating visits and care for those patients.

We do not send marketing, promotional, or fundraising text messages to anyone. We do not text referral sources, prospective patients, or the general public.

Where a mobile number belongs to a family member or representative rather than the patient, the person providing the number confirms that they are authorized to receive communications concerning that patient's care, and that they will notify us if that authority ends. Sharing of information by text is limited to what is appropriate for the recipient's role, and our disclosure of protected health information remains governed by HIPAA and our Notice of Privacy Practices regardless of the channel used.

If you have received a message from us in error, or believe you should not be receiving messages about a patient, please contact us using the information in Section 16 and we will remove your number.

### 5.2 SMS Consent

By providing your phone number, you agree to receive SMS messages from us. Standard messaging rates may apply as determined by your carrier.

Consent to receive text messages is not a condition of receiving hospice care or any other service from Enlight Hospice of VA. We send text messages only to numbers provided to us directly — on an intake or referral form, on a website contact form, verbally to a member of our staff, through a facility's



designated contact process, or by texting us first. We do not purchase, rent, or obtain mobile numbers from third-party lists.

### **5.3 Message Frequency**

Message frequency varies and is not fixed. We send messages on an as-needed basis rather than on a schedule, so the number you receive depends entirely on what a patient's care requires at a given time.

In a quiet week you may receive no messages at all. During an admission, a change in condition, a schedule change, or a period of frequent visits, you may receive several messages in a single day. Messages are sent when a visit is being arranged or confirmed, when plans change, or when a response from you is needed — and not otherwise.

### **5.4 Opt-Out Instructions**

Reply HELP for help, or STOP to opt-out.

Replying UNSUBSCRIBE has the same effect as replying STOP. After you opt out, we will send a single confirmation message acknowledging your request, and you will not receive further text messages from us unless you opt back in. To resume messages, reply START to the same number or contact us using the information in Section 16.

Because our messages concern the coordination of a patient's care, opting out means we will reach you by telephone instead. Opting out does not affect the patient's care or services in any way.

### **5.5 Withdrawal of Consent**

You may withdraw consent to receive SMS messages at any time by replying STOP or emailing [coordination@enlighthospiceva.com](mailto:coordination@enlighthospiceva.com).

You may also withdraw consent by calling (804) 471-4588, by writing to us at the address in Section 16, or by telling any member of our staff. We honor withdrawal of consent made by any reasonable method that clearly communicates your wish to stop receiving messages — including replies such as QUIT, END, CANCEL, REVOKE, or OPT OUT. We do not require you to use any single method.

We act on a withdrawal of consent as soon as practicable, and in no case later than ten (10) business days after receipt. Withdrawing consent to text messages does not withdraw consent to other forms of communication, such as telephone calls, mail, or email, which remain necessary for the delivery of care.

### **5.6 Dispute Resolution for SMS Communications**

For issues or disputes regarding SMS communications, contact us at [coordination@enlighthospiceva.com](mailto:coordination@enlighthospiceva.com) or (804) 471-4588. We will respond within two (2) business days.

This includes questions about how your number was obtained, requests to correct or remove a number, concerns about whether you should be receiving messages about a particular patient, and requests to



confirm that an opt-out was processed. Because message content is deleted within twenty-four (24) hours as described in our Privacy Policy, we may not be able to review the text of an individual message after that period. What we can confirm is how and when your number was obtained, whether consent is on record, whether an opt-out was received and when it was processed, and whether your number remains on our list.

Raising a dispute does not delay an opt-out request: if you have asked to stop receiving messages, we act on that request within the timeframe stated in Section 5.5 regardless of whether the dispute has been resolved. Nothing in this section limits any right you have to pursue a remedy under applicable law.

### **5.7 Changed, Transferred, and Reassigned Numbers**

Please tell us promptly if your mobile number changes, if you give up a number you have provided to us, or if you are no longer the appropriate contact for a patient. Mobile numbers are regularly reassigned to new subscribers, and we have no way of knowing a number has changed hands unless we are told.

If you receive a message from us and are not the intended recipient, reply STOP or contact us using the information in Section 16, and we will remove the number from our list.

### **5.8 Virginia Requirements**

Enlight Hospice of VA complies with the Virginia Telephone Privacy Protection Act, Va. Code § 59.1-510 et seq., as amended effective January 1, 2026 to apply expressly to text messages.

Our messages are sent solely to coordinate patient care and are not sent to offer or advertise any product or service. They are therefore not "telephone solicitations" as that term is defined in Va. Code § 59.1-510. We nonetheless apply the following safeguards as a matter of practice: replying "STOP" or "UNSUBSCRIBE" is treated as a request not to receive further messages; any such request is honored for at least ten (10) years from the date it is made; we identify ourselves in our messages; and we maintain an internal do-not-contact list.

Because these are care-coordination messages rather than solicitations, they may be sent at any hour when a patient's care requires it, including during an after-hours or unscheduled visit.

### **5.9 Carrier Limitations**

Message and data rates may apply. Carriers are not liable for delayed or undelivered messages. Delivery is subject to your carrier's network, your device, and your service plan, none of which are within our control. Do not rely on text messaging for any communication that is time-critical to a patient's safety; use the on-call number in Section 2 instead.



## **6. Website Use**

You agree to use the website only for lawful purposes. You may not attempt to interfere with website operation or security, gain unauthorized access to systems or information, introduce malicious code, misuse website content, impersonate another person, or use the website in a manner that violates applicable law or the rights of others.

## **7. Intellectual Property**

Unless otherwise stated, website text, graphics, logos, images, design elements, and other content are owned by or licensed to Enlight Hospice of VA and are protected by applicable intellectual-property laws. Content may not be copied, reproduced, distributed, republished, or used for commercial purposes without prior authorization, except as permitted by law.

## **8. Accuracy and Availability**

Enlight Hospice of VA strives to provide accurate and useful information, but website content may be updated, changed, or removed at any time. We do not guarantee that all content will always be complete, current, error-free, or continuously available.

## **9. Third-Party Links and Resources**

The website may contain links to third-party websites or resources for convenience or informational purposes. Enlight Hospice of VA does not control third-party sites and is not responsible for their content, privacy practices, security, availability, or services. A link does not necessarily constitute endorsement.

## **10. Government and Regulatory Compliance**

Enlight Hospice of VA provides hospice services in accordance with applicable federal and state requirements, including applicable Medicare hospice standards and HIPAA requirements. Nothing on this website is intended to waive, limit, or replace any right or responsibility established by applicable law, regulation, payer requirement, or hospice policy.

Our text messaging practices are conducted in compliance with the Telephone Consumer Protection Act (TCPA), applicable Federal Communications Commission (FCC) rules, the Virginia Telephone Privacy Protection Act, and CTIA messaging guidelines.

## **11. Accessibility**

Enlight Hospice of VA is committed to supporting website access for individuals with disabilities. We strive to maintain compatibility with commonly used screen readers and assistive technologies where



reasonably practicable. If you experience difficulty accessing website content or need assistance obtaining information in another format, please contact us.

## 12. Language Assistance

Enlight Hospice of VA strives to support effective communication with individuals who have limited English proficiency. Language assistance may be requested by contacting us using the information below.

## 13. Disclaimer

To the extent permitted by law, the website and its content are provided on an "as is" and "as available" basis for informational purposes. Enlight Hospice of VA does not make warranties that the website will be uninterrupted, error-free, or suitable for every purpose. Nothing in this section limits any legal rights that cannot lawfully be waived.

## 14. Changes to These Terms

Enlight Hospice of VA may revise these Terms when website practices, organizational needs, or applicable requirements change. Updated Terms become effective when posted unless otherwise stated. Continued use of the website after an update constitutes acceptance of the revised Terms.

**This does not apply to text messaging.** If we materially change the purpose or nature of the messages we send, we will obtain your consent again rather than rely on a posted update to these Terms. Posting a revised version of these Terms does not by itself expand the consent you have given under Section 5.2.

## 15. Governing Law

These Terms are governed by applicable federal law and the laws of the Commonwealth of Virginia, without limiting rights or obligations that apply under federal healthcare laws and regulations.

## 16. Contact Us

Questions about these Terms, SMS communications, website accessibility, language assistance, or privacy-related website concerns may be directed to:

### **Enlight Hospice of VA**

2809 Emerywood Pkwy., Ste. 260

Richmond, VA 23294

Phone: (804) 471-4588

Fax: (804) 471-4588

Email: [coordination@enlighthospiceva.com](mailto:coordination@enlighthospiceva.com)



For questions involving patient medical records or HIPAA privacy rights, please contact Enlight Hospice of VA through the contact information above and request assistance from the appropriate privacy or administrative representative. *For information on how we handle your data, see our Privacy Policy at <https://enlightvirginiahospice.com/wp-content/uploads/2026/08/Enlight-Hospice-Privacy-Policy.pdf>*