

SMS Terms and Conditions

Effective date: November 1, 2026

Program Description

West End Dermatology Associates ("Practice," "we," "us," or "our") offers optional text messaging programs for:

- Appointment communications: appointment reminders, confirmations, scheduling changes, and related administrative messages.
- Promotional communications: information about our services, special offers, events, and practice promotions.

These programs have separate enrollment choices. Enrolling in appointment communications does not enroll you in promotional communications.

Enrollment and Consent

To enroll, you must provide a mobile telephone number you are authorized to use and affirmatively select the applicable consent option through our enrollment process.

For promotional messages, we obtain a separate affirmative electronic agreement authorizing recurring marketing texts from the Practice, including texts sent using an automatic telephone dialing system or other automated technology.

Consent is voluntary and is not a condition of purchasing any goods or services or receiving treatment. Providing your telephone number, becoming a patient, or accepting these Terms alone does not enroll you in promotional messages.

The "Text reminders" choice on the patient intake form applies to appointment communications only. It does not enroll you in promotional messages. An emergency contact designation does not authorize disclosure of medical information. You may change communication preferences through our office; no written form is required to opt out of SMS.

SMS consent is not a HIPAA authorization. We obtain any separate authorization required by applicable health privacy law.

Message Frequency and Charges

Message frequency varies based on your appointments, interactions, and selected subscriptions. Promotional messages are limited to a maximum of two messages per calendar month.

Message and data rates may apply under your wireless plan. Contact your wireless provider for details. Promotional messages will be sent only between 8:00 a.m. and 9:00 p.m. at the recipient's location, or within any narrower hours required by applicable law. The two-message monthly limit applies to promotional messages and does not increase or waive any legal limitation applicable to other communications.

Opting Out

You may withdraw consent at any time by replying STOP or UNSUBSCRIBE to a text message or by calling (804) 270-6100. We also honor other reasonable requests that clearly communicate your desire to stop messages, as required by law.

Upon receipt of an opt-out request, we will suppress further messages covered by the request and cancel queued messages to the extent technically possible. We will honor requests within the applicable legal deadline, and immediately where required. You may receive one nonpromotional text solely confirming your request. We will not require you to log in, pay a fee, or provide information beyond what is reasonably necessary to identify and honor the request.

A request that does not expressly identify a narrower category will be treated as a request to stop all consent-based automated text messages from the Practice. A request expressly limited to promotional messages will stop promotional messages; separately authorized appointment communications may continue only to the extent permitted by law. We will not require you to clarify a request before honoring it.

Opting out of text messages does not cancel an appointment or terminate your care. Please call the office to arrange another communication method. Messages will not resume solely because you schedule another visit, remain a patient, or accept updated terms. Any later enrollment must be affirmatively requested and satisfy applicable consent and do-not-contact requirements.

We maintain a record of requests not to receive promotional messages and honor such requests for at least ten years, or longer if required by applicable law. We maintain and apply internal suppression procedures and comply with applicable National Do Not Call Registry requirements. Any subsequent request to resume promotions will be evaluated under applicable law before messages resume.

Assistance

Reply HELP for messaging assistance or call (804) 270-6100. For privacy questions, contact the Office Manager at Dermatology@westendderm.com.

Our mailing address is:

3811 Gaskins Road
Richmond, VA 23233

Privacy and Medical Information

Information associated with our messaging programs is handled according to our **Privacy Policy** contained in this document and available through our website or upon request and, where applicable, our **HIPAA Notice of Privacy Practices**, available through our website or upon request.

We do not sell or share SMS opt-in information or mobile numbers with third parties or affiliates for their independent marketing. Providers supporting message delivery may process this information solely on our behalf, subject to applicable safeguards.

SMS is not a secure patient portal. Please do not send sensitive medical information, photographs, payment card details, or medical records through ordinary text messages. Text enrollment does not waive privacy rights or authorize disclosures otherwise prohibited by law.

Emergencies and Appointment Requests

Text messaging is not intended for emergencies and may not be monitored continuously. For a medical emergency, call 911.

Do not assume an appointment has been scheduled, changed, or canceled until the Practice confirms the request.

Number Changes and Delivery

Please notify us promptly if your telephone number changes or is transferred to another person. You must be the subscriber or an authorized user of the number enrolled.

Delivery depends on wireless networks and other factors outside our control. Messages may be delayed or fail to arrive. Wireless carriers are not liable for delayed or undelivered messages. Contact the office directly when timely confirmation is needed.

Changes to the Program or Terms

We may modify or discontinue a messaging program subject to applicable law. Updated Terms will identify their effective date. Material changes will be communicated as required, and we will obtain new consent when required. Changes to these Terms do not expand the scope of your existing consent.

Applicable Law

These Terms are governed by applicable federal law and the laws of the Commonwealth of Virginia, without limiting any nonwaivable consumer or patient rights. Nothing in these Terms waives rights or remedies provided by applicable law.

Aesthetic Dermatology and Surgery Clinique DBA West End Dermatology Associates. Effective November 1, 2026. Questions: Office Manager, 3811 Gaskins Road, Richmond, VA 23233, (804) 270-6100, Dermatology@westendderm.com.