

Ensign Services, Inc. SMS Terms and Conditions

Effective Date: September 16, 2026

1. Agreement to Receive Messages

By providing your mobile number and affirmatively opting in to the Ensign Services SMS and MMS messaging program, referred to as the “SMS Program,” you agree that Ensign Services, Inc. and its affiliated entities, collectively referred to as “Ensign,” “we,” “us,” or “our,” may send recurring SMS and MMS messages to the mobile number you provide.

Messages may include:

- benefits and open-enrollment information;
- enrollment confirmations and reminders;
- benefits-related deadlines;
- benefits education;
- information about benefits events and resources; and
- other benefits-related communications described when you opt in.

Messages may be sent by Ensign on behalf of your employer or an Ensign-sponsored benefit plan or program for which you are eligible.

Ensign’s benefits administrators, brokers, consultants, and service providers may facilitate messages on Ensign’s behalf. Your consent does not authorize those parties to send their own independent advertising or marketing messages.

2. Voluntary Consent

Participation in the SMS Program is voluntary.

Your consent is not a condition of:

- employment;
- eligibility for benefits;
- enrollment in an Ensign benefit plan;
- receipt of services; or
- any purchase.

Choosing not to participate, or later opting out, will not affect your employment or benefits eligibility.

If you do not consent or later opt out, Ensign may provide applicable information through email, mail, Ensign systems, benefits-administrator systems, or other reasonably available communication methods.

Opting out of SMS messages does not opt you out of legally required notices or communications delivered through other methods.

3. Automated Messaging Technology

Messages may be sent using an automated telephone dialing system or other automated messaging technology.

By opting in, you authorize Ensign and its messaging service providers to use that technology to send messages within the scope of your consent.

Your consent applies only to the messages described in these Terms and Conditions and at the location where you opt in.

4. Message Frequency and Charges

Message frequency varies depending on the benefits communications applicable to you.

Ensign does not charge a fee to participate in the SMS Program. Message and data rates and other charges imposed by your wireless carrier may apply.

Contact your wireless carrier if you have questions about your messaging or data plan.

5. How to Opt Out

You may opt out at any time by replying STOP to a message received through the SMS Program.

After submitting a STOP request, you may receive one final message confirming that your request has been processed.

Except for that confirmation or a message required by law, you will not receive further messages through the SMS Program unless you subsequently provide new affirmative consent.

If you need assistance with an opt-out request, contact Ensign Services at 888.659.3616.

Ensign may require new affirmative consent before reactivating SMS Program messages after an opt-out request.

6. How to Obtain Help

For help, reply HELP to a message or contact Ensign at 888.659.3616

Except for automated STOP and HELP requests, incoming messages may not be continuously monitored. Do not use a text-message reply to request urgent assistance or communicate a time-sensitive matter.

7. Mobile Number Requirements

By opting in, you represent that:

- you are the subscriber or customary user of the mobile number you provide;
- you are authorized to consent to receive messages at that number; and
- the mobile number you provide is accurate.

If you relinquish, cancel, transfer, or reassign your mobile number, you agree to:

- opt out of the SMS Program before doing so; and
- notify Ensign promptly that you are no longer the subscriber or customary user of the number.

Ensign may suspend SMS Program messages if it receives information indicating that your mobile number has been reassigned, disconnected, deactivated, or is no longer associated with you.

8. Carrier and Delivery Limitations

The SMS Program is available through participating United States wireless carriers. Availability and functionality may vary by carrier, device, service plan, and location.

Wireless carriers, Ensign, and ClickSend cannot guarantee that messages will be delivered or received accurately or on time.

Message delivery may be affected by:

- carrier filtering;
- device settings;
- service availability;
- network conditions;
- changes to your mobile number;
- changes to your service plan; or
- other circumstances outside Ensign's control.

Wireless carriers are not liable for delayed or undelivered messages.

9. Responsibility for Deadlines and Official Information

The SMS Program is provided as a supplemental communication method.

You remain responsible for reviewing benefits information and official notices available through Ensign's official systems, benefits platforms, email, mail, and other applicable communication channels.

A delayed, blocked, incomplete, misdirected, or undelivered SMS message does not extend an enrollment period, election period, submission deadline, or other applicable requirement, except where required by law or expressly confirmed by Ensign in writing.

If information in an SMS message conflicts with an official benefit-plan document, summary plan description, enrollment material, insurance policy, or other governing plan document, the governing document controls.

10. Information Processed Through the SMS Program

Information processed in connection with the SMS Program may include:

- your name;
- your mobile telephone number;
- your employer or affiliated Ensign entity;
- your wireless carrier;
- your consent and opt-in status;
- opt-out and help requests;
- message transmission and delivery information;
- the date and time of messages;
- message content;
- incoming replies; and
- other information you voluntarily provide through the SMS Program.

Ensign may use this information to:

- administer and operate the SMS Program;
- send benefits-related communications you authorized;
- respond to requests;
- maintain consent and opt-out records;
- monitor message transmission and delivery;
- troubleshoot issues and provide technical support;

- protect the security and integrity of the SMS Program;
- prevent or investigate fraud, misuse, or security incidents; and
- comply with applicable law.

Ensign does not sell your mobile number or SMS Program consent. Ensign does not disclose your mobile number or consent to third parties for their independent marketing purposes.

11. Messaging Service Providers

Ensign uses ClickSend as a messaging service provider to facilitate the SMS Program.

ClickSend may process information associated with the SMS Program in accordance with its agreement with Ensign and ClickSend's applicable terms and privacy disclosures.

ClickSend may use telecommunications carriers, messaging intermediaries, affiliated companies, subprocessors, and other service providers to transmit messages and operate or support its platform.

Consent to receive Ensign SMS Program messages does not constitute consent to receive unrelated advertising or marketing messages from ClickSend or another third party.

12. Sensitive and Confidential Information

Do not use the SMS Program to send:

- Social Security numbers;
- financial account, payment card, or payment information;
- usernames, passwords, or authentication credentials;
- medical or health information;
- protected health information;
- copies or images of identification documents; or
- other sensitive or confidential personal information.

Ensign does not intend to include sensitive or confidential personal information in outgoing SMS Program messages.

A message may direct you to a secure Ensign or benefits-administrator website where individualized or sensitive information can be reviewed or submitted.

12. Emergencies and Time-Sensitive Matters

The SMS Program is not an emergency-reporting or immediate-response service.

Do not use the SMS Program to:

- report an emergency;
- request immediate medical assistance;
- report an urgent safety issue;
- report a privacy or security incident;
- report suspected misconduct;
- submit a workplace complaint;
- request urgent leave or workplace assistance; or
- communicate another matter requiring immediate attention.

For an emergency, call 911.

For a workplace matter requiring prompt attention, use the applicable Ensign human resources, compliance, information security, benefits, or other official reporting channel.

13. Acceptable Use

You may not use the SMS Program to:

- send unlawful, threatening, abusive, harassing, misleading, or fraudulent content;
- impersonate another individual;
- interfere with the operation or security of the SMS Program;
- transmit malicious code;
- violate another person's privacy, confidentiality, or intellectual-property rights; or
- submit information that you are not authorized to provide.

Ensign may suspend or terminate your participation in the SMS Program if Ensign reasonably believes the program is being misused or continued participation may create a legal, privacy, security, or operational risk.

14. Privacy Policy

Ensign's collection, use, disclosure, retention, and protection of information processed through the SMS Program is described in the Ensign Services SMS Privacy Policy presented with these Terms and Conditions and can be accessed [here](#).

The Privacy Policy is incorporated into these Terms and Conditions by reference.

ClickSend may maintain separate terms and privacy disclosures applicable to its platform and processing activities.

15. Scope of Consent

Your consent applies only to the categories of benefits-related messages described in these Terms and Conditions and at the location where you opt in.

Consent to benefits-related messages will not automatically be treated as consent to:

- general workplace announcements unrelated to benefits;
- emergency or business-continuity alerts;
- political communications;
- charitable solicitations;
- commercial advertising; or
- third-party marketing.

If Ensign offers a materially different category of SMS messages in the future, Ensign will obtain any additional consent required by applicable law before sending those messages.

16. Changes to the SMS Program or These Terms

Ensign may suspend, modify, or terminate the SMS Program at any time.

Ensign will provide notice of a material change to these Terms and Conditions before the change becomes effective when reasonably practicable.

A material expansion of the categories of messages authorized by your consent will not apply unless Ensign obtains any additional consent required by applicable law.

Changes to ClickSend's platform, policies, terms, or service availability may require Ensign to modify or terminate the SMS Program.

Termination of the SMS Program will not affect rights or obligations that arose before termination.

17. No Modification of Benefit Plans or Employment Relationship

The SMS Program and messages sent through it do not:

- amend or modify an employee benefit plan;
- create or guarantee eligibility for a benefit;
- change an enrollment or election deadline;
- guarantee coverage or payment;
- create an employment contract;
- alter the at-will employment relationship, where applicable; or

- modify any right or obligation under an applicable benefit-plan document, policy, agreement, or law.

Official plan documents, policies, enrollment materials, and applicable law control in the event of a conflict.

18. Contact Information

If you have questions, need assistance, wish to opt out, or want to submit a privacy request relating to the SMS Program, contact:

Ensign Services, Inc.
Telephone: 888.659.3616