

TERMS AND CONDITIONS

Effective Date: January 1, 2026

Welcome to avistaseniorliving.com (the "Website"), operated by Avista Senior Living ("Company," "we," "our," or "us"). By accessing or using this Website, you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, please do not use this Website.

These Terms apply to Avista Senior Living and its affiliated communities and brands, including but not limited to Avista, Spring Gardens, Terra Pointe, Evergreen Village, and The Summit at Sunland Springs.

USE OF WEBSITE

This Website is intended to provide general information about Avista Senior Living, our communities, services, and employment opportunities.

You agree to use this Website only for lawful purposes and in a manner that does not infringe upon the rights of others or restrict their use of the Website.

You may not:

- Attempt to gain unauthorized access to the Website or its systems
- Interfere with the security or operation of the Website
- Use automated systems such as bots or scraping tools without permission
- Submit false, misleading, or fraudulent information

SMS COMMUNICATIONS & CONSENT

By voluntarily providing your mobile phone number and checking an applicable consent box on our Website or forms, you expressly consent to receive text messages from Avista Senior Living and its affiliated communities.

Depending on the option you select, you may receive:

Marketing Messages:

Recurring promotional messages including promotions, special offers, announcements, event invitations, and community updates.

Informational Messages:

Messages related to your inquiries, appointment scheduling, tour confirmations and reminders, account-related updates, employment-related communication, and service coordination.

Message frequency may vary.

Message and data rates may apply.

You may opt out of receiving text messages at any time by replying **STOP** to any message you receive. After you send STOP, you will receive a confirmation message confirming that you have been

unsubscribed. You will no longer receive text messages unless you re-enroll.

For assistance, reply **HELP** to any message or contact us at **602-900-9020**.

Wireless carriers are not liable for delayed or undelivered messages.

Your consent to receive text messages is not a condition of purchase, residency, employment, or any other service.

For information about how we collect, use, and protect your personal information, please review our Privacy Policy: <https://avistaseniorliving.com/privacy-policy/>

NO MEDICAL OR PROFESSIONAL ADVICE

The information provided on this Website is for general informational purposes only and does not constitute medical, nursing, legal, or professional advice.

Nothing on this Website should be interpreted as:

- A diagnosis or treatment recommendation
- A guarantee of specific care outcomes
- A substitute for consultation with qualified medical professionals

Always seek the advice of licensed healthcare providers regarding medical conditions or care decisions.

NO GUARANTEE OF RESIDENCY OR SERVICES

Submission of inquiries, contact forms, tour requests, or employment applications through this Website does not:

- Guarantee admission to any Avista Senior Living community
- Guarantee availability of specific services or accommodations
- Establish a resident agreement
- Create an employment contract

Residency and employment are subject to separate written agreements, evaluation processes, availability, and applicable policies.

INTELLECTUAL PROPERTY

All content on this Website, including text, graphics, logos, photographs, videos, testimonials, design elements, and branding, is the property of Avista Senior Living or its licensors and is protected by copyright, trademark, and other applicable laws.

You may not reproduce, distribute, modify, display, or use any Website content without prior written permission from Avista Senior Living.

Limited personal, non-commercial viewing of Website content is permitted.

USER SUBMISSIONS

If you submit information through the Website, including through contact forms, employment applications, or other online submissions, you represent that the information provided is accurate and truthful.

You agree not to submit:

- False or misleading information
- Information you are not authorized to share
- Content that is unlawful, defamatory, or harmful

THIRD-PARTY LINKS

This Website may contain links to third-party websites for convenience. Avista Senior Living does not control and is not responsible for the content, policies, or practices of third-party websites.

Accessing third-party websites is at your own risk.

DISCLAIMER OF WARRANTIES

This Website is provided on an “as is” and “as available” basis.

To the fullest extent permitted by law, Avista Senior Living disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

We do not guarantee that the Website will be uninterrupted, error-free, secure, or free from viruses or harmful components.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, Avista Senior Living shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to:

- Use of or inability to use the Website
- Reliance on Website content
- Errors or omissions in Website information

Any liability arising out of use of the Website shall be limited to the maximum extent permitted under applicable law.

INDEMNIFICATION

You agree to indemnify and hold harmless Avista Senior Living and its officers, directors, employees, and affiliates from and against any claims, damages, liabilities, costs, or expenses arising out of your use of the Website or violation of these Terms.

MODIFICATIONS TO TERMS

Avista Senior Living reserves the right to modify or update these Terms at any time. Updated versions will be posted on this page with a revised Effective Date.

Your continued use of the Website after changes are posted constitutes acceptance of the updated Terms.

GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflict of law principles.

CONTACT INFORMATION

If you have questions about these Terms and Conditions, you may contact:

Avista Senior Living
2812 N Norwalk, Suite 101
Mesa, AZ 85215
602-900-9020

By using this Website, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.