ANMC Evolution Membership Terms and Conditions

This Agreement sets forth the terms of your membership in ANMC's Membership Evolution Program ( "Membership”) with ANMC Holistic Health, LLC. The Membership is designed to provide you with direct personalized wellness services.

INITIAL NOTICES:

NOT HEALTH INSURANCE. THIS AGREEMENT IS NOT HEALTH INSURANCE AND DOES NOT MEET ANY INDIVIDUAL HEALTH INSURANCE MANDATE THAT MAY BE REQUIRED BY FEDERAL OR STATE LAW, INCLUDING THE FEDERAL PATIENT PROTECTION AND AFFORDABLE CARE ACT AND COVERS ONLY LIMITED ROUTINE HEALTH CARE SERVICES AS DESIGNATED IN THIS AGREEMENT

BINDING ARBITRATION. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Member understands and accepts the above notices:

1. ANMC Holistic Health Membership Options and Membership Fees.

The Membership offers different Membership Options, each with a different scope of services and fees. You must select your desired Membership Option from the available list on ANMC's website at www.anmcholistichealth.com/join . The terms of your selected Membership Option can be found on ANMC's website at https://anmcholistichealth.com/join. Membership Options may change from time to time, and you will receive at least thirty (30) days’ advance notice of such changes. However, you are entitled to the full scope of your Membership Option as it existed as of the effective date of your current Membership Term for the duration of such Membership Term. For any subsequent Renewal Term, you may accept the revised Membership Options (which may include changes in the Membership Fee) or reject such changes and terminate your Membership.

You may pay your Membership Fee in a single sum or make periodic payments per a monthly Membership Fee Payment Schedule. The initial payment must be made before your Membership commences. Once paid, your Membership Fee is non-refundable, except as set forth in the ANMC Refund Policy, available at https://anmcholistichealth.com (“What if I change my mind about my membership?”).

2. No Emergency Care; Certain Services and Items Excluded.

If you have an emergency, you must dial 911. ANMC Holistic Health, LLC. does not treat emergencies. ANMC Holistic Health, LLC is a holistic nutrition and lifestyle practice that provides a range of professional services including the services covered in your chosen Membership option; but it is not intended as a primary care physician/practitioner practice and, while its practitioners can order laboratory services, it does not provide medications or those services itself. ANMC Holistic Health, LLC is not intended to take the place of your primary care physician.

3. No Insurance Accepted; Self-Payment Only.

The Membership is a direct delivered service; it is not health insurance. ANMC Holistic Health does not participate in federal health care programs such as Medicare or Medicaid. ANMC Holistic Health practitioners may recommend you receive services not offered by ANMC Holistic Health LLC (e.g., specialty services, diagnostic tests), but in no event will ANMC Holistic Health, LLC be responsible for any medical bills that result from services not offered by ANMC Holistic Health, LLC even if those services were recommended by ANMC Holistic Health, LLC.

You are solely responsible for payment of all fees for ANMC Holistic Health LLC services. If you do have health insurance, your insurance policy is a contract between you and your insurance company. It is your responsibility to know your benefits, and how they will apply to your benefit payments. ANMC Holistic Health takes no responsibility to understand or be bound by the terms and conditions of such insurance. There is no guarantee your insurance company will make any payment to you to reimburse some or all of the cost of the services you have purchased through your Membership.

4. Subscription Billing.

In order to participate in the Membership, your Membership Fee payments will be charged to your credit card on a recurring basis. You hereby agree to allow ANMC Holistic Health LLC to securely store your credit / debit card information (the “Payment Method”). You authorize the Payment Method to be used automatically for your payment responsibilities to ANMC Holistic Health LLC. If a credit card account is being used for a transaction, ANMC Holistic Health LLC may obtain preapproval for an amount up to the amount of the payment. If you want to designate a different payment method or if there is a change in your Payment Method information, you can change the information with ANMC Holistic Health LLC by messaging support@anmcholistichealth.com. This may temporarily delay your ability to make online payments while ANMC Holistic Health LLC verifies the new payment information. You represent and warrant that: (1) any credit / debit card information you supply is true, correct and complete, (2) charges you incur will be honored by your credit/debit card company, (3) you will pay the charges incurred in the amounts posted, including any applicable taxes, and (4) you are the person in whose name the credit / debit card was issued and are authorized to make a purchase or other transaction with the relevant credit / debit card and information. You agree and authorize the Payment Method to be billed automatically in accordance with the Membership Fee Payment Schedule in an amount equal to the Membership Fee in effect for your Membership Term. Your Membership Fee Payment Schedule is reflected in, or can be selected as part of, the Membership option you choose when you become a Member or modify your Membership.

If ANMC Holistic Health LLC is unable to secure funds from your debit / credit card(s) for any reason, including, but not limited to, insufficient funds in the debit / credit card or insufficient or inaccurate information provided by you when submitting electronic payment, ANMC Holistic Health LLC may undertake further collection action, including application of fees to the extent permitted by law and/or, where deemed appropriate, suspension of services.

You have the right to revoke this authorization by contacting ANMC Holistic Health LLC at support@anmcholistichealth.com at least fifteen (15) days prior to the scheduled payment date. You understand that your Clinical Membership may be cancelled or as deemed appropriate, suspended if you revoke this authorization, and you remain responsible for all charges you incur or otherwise owe to ANMC Holistic Health LLC. This authorization will remain in full force and effect until revoked by you or ANMC Holistic Health LLC.

5. Term and Termination.

A. Term.

Unless it is terminated earlier in accordance with Section 5.B. of this Agreement, the initial term of this Agreement will be for one (1) year, beginning on the latter of the date that ANMC Holistic Health, LLC executes the Agreement and the date ANMC Holistic Health, LLC receives your initial Membership Fee payment (the “Initial Term”). Thereafter, this Agreement will automatically renew for successive one (1) year periods (each, a “Renewal Term”), unless either you or ANMC Holistic Health, LLC notifies the other in writing, not less than thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, of the notifying party’s desire not to renew this Agreement. In the event that the Company has provided you timely notice of a change in your Membership Option or Membership Fee in accordance with the terms of Section 1, above, then, unless you have provided notice of your desire not to renew for another Renewal Term, the change in Membership Option or Membership Fee will be incorporated into this Agreement beginning at the start of the applicable Renewal Term.

B. Termination. Either you or ANMC Holistic Health, LLC may terminate this Agreement at any time, with or without cause, upon thirty (30) days’ prior written notice. Upon notice of termination, you will be entitled to receive the services included in your selected Membership Option until the effective date of termination.

6. Electronic Communications.

By providing your email address, you agree to receive electronic communications via email. You may also elect to receive electronic communications via phone or SMS text messaging by completing the Consent to Receive Text Messages attached to this Agreement and incorporated herein by reference.

7. Privacy and Confidentiality.

ANMC Holistic Health, LLC and its providers will maintain a record of the services they provide you, and will maintain the confidentiality of your medical information in accordance with applicable state law and federal law.

8. Entire Agreement; Amendment.

This Agreement, including the addenda and schedules hereto, sets forth the entire agreement between the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements regarding the same subject matter. This Agreement may be amended only in writing signed by the parties. Notwithstanding the foregoing, ANMC Holistic Health, LLC may, upon at least thirty (30) days’ notice to you, unilaterally amend the Membership Fees and Membership Payment Schedule, effective as of the start of the subsequent Renewal Term, and/or amend this Agreement if required by applicable law. Upon receipt of such notice, you may accept these changes or reject them by terminating your Membership in accordance with the terms of Section 5 (Termination).

9. Minors.

If you are purchasing a Membership Plan on behalf of, and as a parent or legal guardian of a minor, such minor will be treated as a Member hereunder and you will be responsible for their adherence to this Agreement. ANMC Holistic Health, LLC shall not serve as and should not be considered a replacement for a primary care physician/pediatrician with respect to any minor. Any Member under the age of 18 must have a separate primary care pediatrician of record who is responsible for urgent care, vaccinations, and all routine pediatric health care services.

10. Miscellaneous. Governing Law.

This Agreement shall be governed by and construed in accordance with the state laws specified in the applicable State Addendum. Venue. The exclusive forum for all disputes arising under or relating to this Agreement shall be in Little Falls, Minnesota, unless such action cannot by law be brought in such forum, in which case the venue required by law shall govern. Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other term of this Agreement. Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or unenforceability of any other term(s) or provision(s). Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, heirs, executors and administrators. No Assignment. You may not assign your rights, duties and obligations under this Agreement without the prior written consent of ANMC Holistic Health, LLC, whose consent may be withheld for any reason. Any attempt to assign said rights, duties and obligations without the prior written consent of ANMC Holistic Health, LLC will be null and void and of no force or effect. ANMC Holistic Health, LLC may assign this Agreement with thirty (30) days advance written notice to you. Counterparts. This Agreement may be executed electronically in one or more counterparts, all of which together shall constitute only one agreement. State Addendum. The applicable State Addendum shall be incorporated herein. The terms of this Agreement and the State Addendum shall be read in harmony but, in the event of an irreconcilable conflict between the two, the conflicting terms of the State Addendum shall control. Notices. Any communication required or permitted to be sent under this Agreement shall be in writing and sent via electronic mail (a) to ANMC Holistic Health, LLC at support@anmcholistichealth.com and (b) to you at the email or the address you designate at signature.

By click signing this agreement, I have read, understand, and agree to the terms of this Agreement and the ANMC Holistic Health, LLC Evolution Membership.