

GENERAL TERMS AND CONDITIONS FOR MEMBERSHIPS

The following General Terms and Conditions shall apply to and be incorporated into the written Membership Agreement between Lauren Hacker ND, LLC (“Clinic”) and Patient.

1. **Patient.** A Patient is defined as those persons for whom the Clinic shall provide services, and who are signatories to, or listed on the Membership Agreement.
2. **Membership Agreement.** The Membership Application and Agreement form and this General Terms and Conditions together comprise the complete Membership Agreement. Additionally, as used herein, “Membership Agreement” means the agreement offered by Clinic that involves multiple visits and/or modalities over a period of time, under a payment schedule other than a per-visit schedule. Any additional services received by Patient that fall outside of the specific scope of the Membership Agreement shall not be included in or governed by these General Terms and Conditions
3. **Services.** As used in the Membership Agreement, “services” shall mean a package of medical treatment and nonmedical amenities offered by Clinic under the Membership Agreement. Refer to the Membership Application and Agreement for additional detail.
4. **Fees.** In exchange for the services described herein, Patient agrees to pay Clinic the regular fees as set forth on the Membership Application and Services and Terms. All fees are collected in advance, and in participating in Membership, Patient agrees to (a) provide Clinic with a credit card, debit card, or bank account information for direct debit of the monthly membership fee, and (b) to immediately advise Clinic of any change in such information and supply replacement information.

If the Membership Agreement is cancelled by either party before its stated end date, then Clinic shall refund the Patient’s prorated share of the monthly payment for the month in which the agreement is terminated (subject to the requirements in paragraph 9, below). Where Patient has pre-paid for future months’ services under the Membership Agreement, Patient shall be reimbursed the prepaid amount, after deducting for any pre-paid any unreimbursable costs incurred by Clinic on behalf of Patient for services, supplies, equipment, and/or medicines or supplements that required reservation or prepayment to ensure availability to Patient, as well as any fees retained by Clinic pursuant to paragraph, below.

5. **Nonparticipation in Insurance.** Patient acknowledges that neither Clinic nor the doctor participate in any health insurance. Neither of the above make any representations whatsoever that any fees paid under the Membership Agreement are covered by Patient’s health insurance or other third-party payment plan applicable to the Patient. The Patient shall retain full and complete responsibility for any such determination. You agree not to bill any insurance or attempt reimbursement for any such services.
6. **Insurance or Other Medical Coverage.** Patient acknowledges and understands that the Membership Agreement is not an insurance plan, and not a substitute for insurance or other health plan coverage (such as membership in an HMO). It will **NOT** cover hospital services or any services not provided by Clinic or its doctors. Patient acknowledges that Clinic has advised that Patient should obtain or keep in full force a Major Medical/Catastrophic Insurance policy. Patient acknowledges that the Membership Agreement is **NOT** a contract that provides health insurance and the Membership Agreement is not intended to replace any existing or future health insurance or health plan coverage Patient may carry.
7. **Medical Services.** As used in the Membership Agreement, the term “medical services” shall mean those medical services that the doctor is permitted to perform under the laws of the State of Colorado and that are consistent with his/her training and experience. Patient shall be entitled to an annual in-depth wellness examination and evaluation which shall be performed by

the doctor. From time to time the Patient's primary doctor may not be able to provide the services referred to in the Membership Application and Services and Terms, due to vacations, sick days, and other similar situations. During such times, Patient calls to the doctor, or to the doctor's office, will be directed to a doctor who is covering for the Primary doctor during his/her absence. Clinic will make every effort to arrange for coverage but cannot guarantee such coverage.

8. Term; Termination. The Membership Agreement will commence on the date the Membership Application and Services and Terms form is executed by both Patient and an Clinic doctor. Clinic' Membership Agreement is a yearly membership that automatically renews each year. While Patient may cancel Membership, Clinic shall be entitled to three (3) months of additional payments from the date of receipt of Patient's written cancellation notice. Additionally, Clinic shall have the right to immediately terminate Patient's Membership, upon any of the following events: (a) non-payment of membership fees; and/or (b) Patient's failure to comply with recommended care.

9. Communications. Patient acknowledges that communications with Clinic' doctors using e-mail, fax or mail, video chat, instant messaging and cell phones are for convenience only, are not guaranteed to always be available or the best means of communication, and are not guaranteed to be secure or confidential methods of communication.

When using such non-traditional means of communication, Patient expressly waives Clinic' and the doctor's obligation to guarantee confidentiality for such means of communication. Additionally, by providing Clinic with Patient's e-mail address, Patient authorizes Clinic and its doctors to communicate with Patient by e-mail regarding Patient's "protected health information" or PHI as that term is defined in the health insurance portability and accountability act (HIPAA) of 1996 and its implementing regulations, and that Patient agrees that this constitutes an amendment to any HIPAA form received from Clinic and executed by Patient. Also, by providing Patients e-mail address, Patient further acknowledges that

- a. E-mail is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party might gain access;
- b. Although the doctor will make all reasonable efforts to keep e-mail communications confidential and secure, neither Clinic nor the doctor can ensure or guarantee the absolute confidentiality of e-mail communications;
- c. In the discretion of the doctor, e-mail communications may be part of the Patient's permanent medical record; and
- d. Patient understands and agrees that e-mail is not an appropriate means of communication regarding emergency or other time sensitive issues. In the event of an emergency, or situation in which the Patient could reasonably expect to develop into an emergency, Patient shall call 911 or proceed to the nearest emergency room, and follow directions of emergency personnel.

Patient further acknowledges that, where allowed, direct communications with an Clinic doctor are not guaranteed to be responded to within twenty-four (24) hours, and Patient has no expectation of being able to reach Clinic or its doctors twenty-four (24) hours per day, seven (7) days per week. Further, Patient acknowledges and agrees that the best method of communication remains to contact the Clinic office by calling or emailing. Therefore, where Patient has used some other form of communication and has not received a response to the same, Patient agrees that it is Patient's responsibility to follow up with the office to get Patient's question, concern, or need addressed.

Neither Clinic nor the doctor will be liable to Patient for any loss, cost, injury, or expense caused by, or resulting from a delay in responding to Patient, nor shall Clinic or its doctors be responsible for technical failures, including, but not limited to, technical failures attributable to an Internet Service Provider, power outages, failure of any electronic messaging software, or failure to properly address e-mail messages, failure of the practices computers or computer network, or faulty telephone or cable data transmission, and any interception of e-mail communications by a third-party, or Patient's failure to comply with the guidelines regarding use of e-mail communication set forth in this paragraph.

10. Change of Law. If there is a change of any law, regulation or rule, federal, state or local, which affects the agreement including these terms and conditions, which are incorporated by reference in the agreement, or the activities of either party under the agreement, or any change of the judicial or administrative interpretation of any such law, regulation or rule in either party reasonably believe in good faith that the change will have a substantial adverse effect on the parties right, obligations or operations associated with the agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the agreement including these terms and conditions. If the parties are unable to reach an agreement concerning the modification of the agreement within 45 days after the date of the effective date change, then neither party may immediately terminate the agreement by written notice to the other party.

11. Severability. If for any reason any provision of the Membership Agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which applies, the validity of the remainder of the agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make the provision consistent with applicable law in its modified form, and that provision shall be enforceable.

12. Reimbursement for Services Rendered. If the Membership Agreement is held to be invalid for any reason, and if Clinic is therefore required to refund all or any portion of the monthly fees made by Patient, Patient agrees to pay Clinic an amount equal to the retail value of the services actually rendered to Patient in the past 90 days.

13. Assignment. The Membership Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.

14. Relationship of Parties. Patient agrees that, in providing the services set forth in the Membership Agreement, Clinic and its doctors are acting as an independent contractor(s), as defined by the guidelines by the United States Internal Revenue Service and or the United States Department of Labor. Clinic and its doctors and other service providers shall have exclusive control over their work and the manner in which it is performed.

15. Legal Significance. Patient acknowledges that the Membership Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable amount of time to seek legal advice regarding the Membership Agreement and is satisfied with the terms and conditions of the Agreement.

16. Entire Agreement. The Membership Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of the Membership Agreement.

17. Amendment. No amendment of the Membership Agreement shall be binding on a party unless it is made in writing and signed by all parties. Notwithstanding the foregoing, Clinic may unilaterally amend the Membership Agreement to the extent required by federal, state or local law or regulation by sending Patient notice in writing at least thirty (30) days in advance of the

date of such change. Any such changes shall be incorporated by reference into the Membership Agreement without the need for signature by the parties and are effective as the date established by Clinic, except that Patient shall initial any such change at Clinic's request. Moreover, if applicable law requires the Membership Agreement to contain provisions that are not expressly set forth in the Membership Agreement, then to the extent necessary, such provision shall be incorporated by reference into the Membership Agreement and shall be deemed a part of the Membership Agreement as though they had been expressly set forth in the Membership Agreement.

18. Jurisdiction. The Membership Agreement shall be governed and construed under the laws of the State of Colorado. All disputes arising out of the Membership Agreement shall be brought exclusively before the state courts located in Denver County, Colorado.

19. Attorney's Fees and Costs. For any action brought to construe or enforce the terms of the Membership Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's legal fees and costs incurred to bring or defend such action.

20. Miscellaneous. The Membership Agreement shall be construed without any regard to any presumption or rule requiring construction against the party causing the instrument to be drafted. Captions in the Membership Agreement are used for convenience only and shall not limit, broaden or qualify the text.

I acknowledge that I have read and understand the LAUREN HACKER ND, LLC'S GENERAL TERMS AND CONDITIONS FOR MEMBERSHIPS, and I agree to be bound by its terms.

Signature: _____