

General Terms of Use

This agreement and the goods and services provided under it are not transferable to another pet or assignable to another person. This agreement applies only to the original pet and owner(s) designated. Member agrees that plan services will generally be provided during scheduled appointments. Provider will make all reasonable efforts to make drop-off and pickup times convenient to member during regular business hours. Provider will make all reasonable efforts to provide services for Member's pet as needed. However, in some cases, the welfare of the pet may dictate the member be sent to a specialist provider.

Automatic Renewal- Monthly Pay Only:

This agreement is effective on the designated start date for an initial term of 12 months and will automatically renew on the anniversary of the start date in each succeeding year for subsequent periods of one year until member or provider cancels this agreement as described below. Re-enrollment: After cancellation, Member will have up to 90 days to reinstate the plan without paying a membership fee.

Plan Upgrades and Downgrades

Members may elect to upgrade or downgrade the level of the current Plan without paying a new membership fee. Upgrades or downgrades must occur before the second office visit after the initial plan goes into affect. If member downgrades the plan within the specified timeframe, member shall be immediately obligated to pay the full amount of goods or services that have been provided that are not offered in the requested plan. A new Well Care Plan agreement will be produced for the new plan. Upgrading or downgrading the plan will change member's monthly/annual payment amounts and services included.

Payments

Monthly payment installments will only be billed directly to member's credit card. Member is responsible for immediately notifying provider of any changes in billing account information to avoid cancellation of services.

Cancellation

Either provider or member may cancel this agreement at any time, **but there may be a balance due upon cancellation for services already rendered that have not been paid for due to the installment nature of the plan.** In the event that cancellation of this agreement results in a balance due by member, this balance shall be paid in full at the time of cancellation. In the event cancellation results in monies due to member, such monies will be refunded by provider.

- **Cancellation by Member within 4 Business Days:** A newly enrolled member who has not been enrolled in a plan within the preceding 90 days may cancel this agreement for any reason within 4 (four) business days of enrollment (inclusive of enrollment day). The membership fee and any other fees paid are refundable minus the value of any and all services delivered subsequent to enrollment.

- **Cancellation by Member After 4 Business Days:** If member cancels for any reason (including but not limited to death or loss of pet or transfer of ownership), after provider has rendered services, provider shall be entitled to retain the entire membership fee. In addition, upon cancellation prior to the end of the plan year, if the total undiscounted retail value of plan services/products already provided during the plan year exceeds the sum of monthly installments collected for that plan year, member shall be obligated to do one of the following:
 - (a) Immediately pay fees for all services provided to the extent such fees exceed the total of monthly payments received by provider for the plan year; OR
 - (b) Immediately pay the total remaining plan year monthly installments in full if less than the amount described in paragraph (a); OR
 - (c) Continue making the monthly payments as they become due for the remaining term of the plan year then in effect.

If member has paid the full annual fee in advance, upon cancellation by member, provider will refund the full annual fee minus the value of all plan services that have been provided in the plan year.

- **Cancellation by Provider:** Provider reserves the right to cancel the plan at any time and for any reason. In the event provider chooses to cancel the plan for any reason except member's default, provider will waive any future payments due under the plan and discharge member's obligation under this agreement in full.
- Provider reserves the right to adjust price, services and the Terms and Conditions of this Agreement as of the date of any renewal of this agreement. Provider will give member notice of any price changes no less than 30 days prior to the date they are to become effective. It is member's responsibility to read and understand the Terms and Conditions and services included in any changes to the plan (renewal, upgrade, downgrade, cancellation).

Exclusions

The following items and services are not included in this agreement:

- (a) Services and/or products purchased from Affordable Care Animal Hospital, including grooming and boarding.
- (b) Services, including office visits and consultations, rendered by specialists to whom the pet is referred by provider.
- (c) Services at any institution, clinic or hospital other than Affordable Care Animal Hospital.

Default

If Member fails to pay any monthly installment by its due date, provider may immediately suspend plan services until member reinstates the plan by paying all monthly fees due and owing at the time of payment; provided, however, if any monthly installment is past due for 120 days or more, provider may immediately cancel this agreement and discontinue plan services, declare all remaining monthly installments for the then-current plan year to be immediately due and payable, and refer member's account to a third-party collection agency if there were services rendered that were not paid for. Collection activity may negatively impact member's credit rating and may result in collection fees that will be payable by member. If provider permits member to restart a plan after cancellation under this section, a new membership fee will be required unless special arrangements are made between member and provider and agreed to in advance.

Contact

Member agrees, in order for provider or its agents to service member's account, including, but not limited to, providing medical reminders, product recalls, or to collect any amounts owed, provider may contact member by telephone, text messages, emails, including by use of automatic dialing devices and/or pre-recorded/artificial automated voice or text messages, at any telephone number or email address provided to provider by member, including residential or wireless telephone numbers.

Multiple Members, Joint and Separate Liability

If two or more persons sign this agreement as members, they will be jointly liable, and each of them will be separately liable, for all amounts payable under this agreement. If two or more persons sign this agreement as members, the term "member" as used throughout this agreement will include each and all of them.

Arbitration

Any and all claims, controversies, or disputes arising out of or related in any way to this agreement shall be subject to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) under the Federal Arbitration Act. This includes, without limitation, any claims, controversies, or disputes that would otherwise be subject to class actions. This agreement is governed by the substantive laws of California, without regard to California choice of law rules. Judgment of the arbitration award may be entered in any court of competent jurisdiction.

Client Print Name

Client Print Name

Client Signature

Client Signature

Date

Date