

Program Disclosure

Everwell Total Health also referred to as the “Everwell Total Health Discount Program” or other deviations is a discount program that is administered by Everwell Total Health LLC, an independent organization.

Everwell Total Health is NOT an insurance offering. Everwell should not be viewed as pet insurance or a substitute for pet insurance.

Everwell Total Health provides discounts at certain partner veterinary health care providers for certain medical services and drugs. These providers comprise the Everwell Total Health “network.” The program is a prepaid services offering that is facilitated by participating healthcare providers who participate in the monthly membership collection.

As well, Everwell Total Health also provides discounts for pet product and service offerings, such as food, treats, wellness products, etc. Discounts can range from 10% off all the way to 100% off of the stated publicly available prices.

Everwell Total Health members are obligated to pay for all health care services, but are eligible to receive a discount from partner health care providers who have contracted with Everwell Total Health. At point of purchase, discounted service eligibility will be confirmed or denied. The confirmed discount(s) will then be applied during standard checkout. The member is responsible for associated taxes and government fees.

All discounted services are **offered on a best-effort basis** by the program’s health service providers at their sole discretion. There is **no guarantee of service**.

There is absolutely no financial reimbursement for the members’ incurred out of pocket medical expenses at partner hospitals or redemption of health services outside of the program’s network.

Definitions

Member Agreement: Is the agreement between the member pet owner and Everwell Total Health for the member pet to participate in the Everwell Total Health Discount Program.

The member agreement is personified and codified by a document that is furnished to the member pet owner after payment of initial membership dues and applicable initiation fees. The member agreement document is available in the member client portal and through digital correspondence at the last known electronic mailing address for the member pet owner.

Successful payment of your initial membership dues, applicable initiation fees, and ongoing membership dues as quoted by Everwell Total Health constitutes your acceptance of all terms and conditions contained in the member agreement, terms of service, disclosure statement, privacy policy agreement, and any other related materials.

The member agreement becomes effective 30 days after your payment of initial membership dues and applicable initiation fees unless otherwise stated by Everwell Total Health. The member agreement is an at will relationship and is provided on a best-efforts basis subject to termination at any time.

Everwell Total Health, LLC: Is the administrator and technology provider of the Everwell Total Health Discount Program, which enables member pets to redeem discounted health services through partner hospitals. As well, members are able to redeem discounts at partner pet product/service providers.

Everwell Total Health Discount Program: also referred to as Everwell Total Health or other deviations is a membership based program that enables pet owners to take advantage of discounted pet products and pet services for their member pet. The program is offered on a best efforts and at will basis.

Partner Hospital: All veterinary facility types and/or means by which a pet receives veterinary care. The term "Hospital" includes but is not limited to: veterinary teaching hospital, veterinary hospital, veterinary clinic, mobile and/or house call veterinary practice, specialty veterinary hospital, referral veterinary hospital, veterinary care center, and veterinary specialty center.

Partner hospitals are the aforementioned facilities and providers that are expressly part of the Everwell Total Health Discount Program. These providers participate in the program and provide health services at discounted rates to member pets.

These partner hospital providers provide these discounts on a best-efforts and at will basis.

Partner Pet Product/Service Providers: These are partners of the Everwell Total Health Discount Program that provide access to pet related products, services, and experiences to member pets and member pet owners at a discount.

The access to these partners' offerings are on a best efforts and at will basis.

Member Dues: This is a predetermined monetary amount that must be paid upfront and then monthly by the member pet owner for the member agreement to be effective. The member dues provide access to the Everwell Total Health Discount Program for a predetermined forward looking period (typically 30 calendar days) as stated by the member agreement.

Initiation Fees: This is a one time fee charged at registration of the member pet and is at the discretion of Everwell Total Health.

Actual Cost of Treatment: The standard fees/costs that the treating veterinarian would charge, regardless of whether that customer is participating in the Everwell Total Health program.

Boarding: A service offered where a pet is provided housing, food, water, and exercise or enrichment for a set amount of time in exchange for a fee. This could include giving medications or providing treatments that could be given by someone other than a veterinary professional or is given as a convenience to the pet owner

Condition: Any disease, disorder, sickness, illness, injury and/or syndrome characterized by a loss of normalcy and that is manifest by clinical signs or symptoms.

Dental Prophylaxis: Scaling, cleaning, and polishing of the teeth as well as associated fees, including but not limited to: anesthesia, pre-anesthetic blood work, and fluids.

Direct Supervision: A licensed veterinarian is readily available on the premises where the pet is being treated and has assumed responsibility for the veterinary care given to the pet by a person working under their direction.

Examination and other derivations: Examination performed by or under the supervision of a veterinarian, including but not limited to: a physical, physical consultation, inpatient examination, in-Hospital examination, health certificate, consultation, office visit, office call, office fee, referral, recheck, or telemedicine consultation.

Foreign Material: Any food or nonfood object not solely intended by the manufacturer for ingestion by your pet, including but not limited to: bones, toys, and food not labeled specifically for pets.

Illness: Any sickness, disease, or any change to your pet's normal healthy state not caused primarily by an injury, including dental illness.

Injury: Physical harm or damage to your pet caused by an event and is not more directly related to an underlying disease process, including dental injury.

Maintenance: A therapeutic regimen, including treatments, diagnostics, or medications intended to preserve the benefit of the initial treatment.

Medication: Any medicine prescribed and/or recommended by your veterinarian, as evidenced in your pet's medical records.

Member Pet Owner: "Pet owner" or some other deviations are the individual(s) legally responsible for the pet's care. This is the owner of the member pet that enters into the member agreement.

Member Pet: The individual pet named in the member agreement.

Pet: A dog owned for companionship or as a service dog and not owned for commercial reasons.

Agreement Enrollment Date: The date and time you enroll your pet with Everwell Total Health.

Effective Date: When the member agreement becomes effective and members are able to redeem included discounts. The effective date is 30 days after the payment of initial member dues. Effective dates may be changed at the discretion of Everwell Total Health.

Member Portal: The member portal will show the member pet owner's membership(s), member agreement(s), applicable discounts, billing info, effective dates, and other demographic data related to the member experience.

Routine or Preventative Care: Veterinary treatment that is for prevention or early detection (when no signs or evidence exist) of illness or diseases, including but not limited to: vaccinations, titer tests, Genetic/ DNA tests, diagnostic tests, parasite prevention.

Taxes: Any federal, state, local, or foreign taxes, charges, fees, imposts, levies, or other assessments of any kind, including all income, gross receipts, capital, sales, use, ad valorem, value added, transfer,

franchise, profits, inventory, capital stock, license, withholding, excise, stamp, occupation, property, and estimated taxes, customs duties, fees, assessments, and charges.

Vaccination and derivations thereof: The administration of a legally approved commercial vaccine by a veterinarian in accordance with the manufacturer's recommendations to prevent disease.

Veterinarian: A veterinarian licensed to practice and in good standing in the area where your pet is treated or examined.

Veterinary Treatment: Proven and accepted forms of care as documented in your pet's medical records, including but not limited to: diagnostic tests, surgeries, procedures, medications, supplements, prescription foods, orthotic devices, prosthetic devices, carts, and nursing care

We, Us, Our and other derivations: Everwell handles many of the administrative and operational processes for this program on behalf of the participating hospitals and partners. These terms should be interpreted in that context.

You, Your and other derivations: The included/spouse/partner (Pet Owner) named in the member agreement.

Member Services: Referred to as "services" or other deviations includes but is not limited to medical treatments, medications, procedures, pet products/services, as stated in the member agreement. These services are available at discounted rates as stated in the member agreement.

Terms of Service

A. Membership dues are payable monthly. This Agreement is continued until canceled and will renew automatically every month as long as your membership payments are current. When a member account enters into a "past due" status members are unable to redeem included services.

As soon as the account becomes "past due" - the membership is rendered inactive. Everwell Total Health will notify you of your account status at your last known electronic mail address.

B. The successful payment of your membership dues and applicable initiation fees constitutes your acceptance of all terms and conditions contained in this member agreement.

C. We may change your membership rate at any time by providing a written notice to you at least 30 days prior to the effective date of the change.

D. All discounted veterinary treatments and care included by the membership are only applicable at participating Everwell Total Health Discount Program hospitals and corresponding facilities. At the point of service, included discounted services will be affirmed by the Everwell Total Health team prior to member redemption.

Included discounted services, products, and experiences will be enumerated upon the member agreement becoming effective. These included discounts will be made available through the individual member portal and via the member agreement. These inclusions are subject to change at the sole discretion of Everwell Total Health.

E. No discount will be provided for any veterinary treatment incurred during any period of time in which your membership is not effective.

Also, if a member pays for a service there is no guarantee that a discount may be retroactively applied. This is true even if the service the member paid for is included in the member agreement.

F. Proration of discounted included services will occur if some services rendered by the veterinarian are included in the program and others are not.

G. The member agreement is not transferable to other pets outside of the member pet.

H. You may cancel your member agreement by notifying us in writing via mail, fax, support chat, or email.

I. If you cancel your member agreement for any reason within the first 30 days and you have not redeemed a discounted service for the member pet, you will receive 100% of your paid member dues and enrollment fee (if applicable) back if requested.

J. You must be the personal and individual owner of the included pet.

K. If you transfer ownership of the pet to a different owner to care for the pet, we can arrange for the continuation of the member agreement if we are contacted within 30 days from the date ownership transfers.

L. Waiver of rights in the event of a dispute: The included program services are at the sole discretion of Everwell Total Health. Services are not guaranteed and are provided by participating hospitals on a best efforts basis.

There may be instances where we disagree regarding the terms of discounts and access to services. In such cases, we will work in good faith to resolve the issue amicably. If we are unable to agree, you remain entitled to seek remedies under applicable law.

M. Severability: If at any time this agreement's provisions are in conflict with the applicable laws, rules, and/or regulations of the state or province in which this agreement is issued, the provisions will be reformed and construed to be valid, legal, and enforceable to the maximum extent permitted by such applicable laws, rules, and/or regulations to effect the original intent of the parties as closely as possible.

Everwell Total Health, the member pet owner, and participating discount partners (hospitals, pet product/service providers, etc.) are able to terminate the relationship at any time without prior notice.

N. Entire Contract: The member agreement, disclosure, privacy policy, the terms of service, and any attached riders or endorsement(s) contain all the agreements between you and Everwell Total Health and supersede any prior agreements or understandings between us.