

SimpliWell

LLC

TERMS AND CONDITIONS OF MEMBERSHIP

Effective Date: October 19, 2026

Website: [BeSimpliwell.com](https://www.BeSimpliwell.com)

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KEY POINTS SUMMARY

Please read these Terms in full. The following is a plain-language summary of the most important points. It does not replace the full Terms below.

- **SimpliWell is not an emergency service.** If you are experiencing a medical emergency, call 911 or go to your nearest emergency room immediately. SimpliWell provides telehealth lifestyle medicine and wellness services only.
- **SimpliWell does not replace your primary care provider.** Our services complement but do not substitute for comprehensive primary care, specialist care, or emergency medicine.
- **Membership fees — all household types.** All plans include the same full set of benefits. Monthly and annual rates are as follows:
 - Individual Adult: \$99/month or \$1,080/year (save \$108/yr)
 - Spouse / Couple (2 adults): \$180/month or \$1,980/year (save \$180/yr)
 - Child Plan (Under 18): \$50/month or \$540/year (save \$60/yr) — may be enrolled independently or alongside an adult membership
 - Family of 4 (2 adults + 2 children): \$250/month or \$2,750/year (save \$250/yr)
- **Additional costs after included visits.** After your included visit allocation is used, additional visits are billed at retail rates: Initial Physician Visit \$215 | Follow-Up Visit \$135 | Nutrition Consultant \$60 | Health Coach \$60 | Urgent Care & Work Notes \$95. Imaging facility fees, external lab costs beyond included panels, and specialist fees are never included.
- **Membership fees are not covered by insurance.** Subscription fees cannot be submitted to insurance. Only physician visits that occur outside of or after your included membership allocation may potentially be reimbursed through your insurance as out-of-network services. SimpliWell will provide an invoice with appropriate billing codes upon request for those visits only.
- **Cancellation and refund rules.** Monthly memberships: cancel anytime, no fees, no refund for the current billing period. Annual memberships: a 7-day grace period applies only if no services have been used. Once any service is used, no refund and no prorating will be issued regardless of when cancellation occurs.
- **Visits do not roll over.** Unused visits expire at the end of each 12-month membership cycle. If you cancel and rejoin within the same membership year, you return with the visits remaining at the time of cancellation — not a fresh allocation.
- **Loyalty rewards require consecutive membership.** Rewards are earned through consecutive active membership only. Cancelling and rejoining resets your consecutive membership clock. You must have 6 uninterrupted months to qualify.

- **Holistic recommendations, wellness plans, and supplement advice are not medical guarantees.** Lifestyle recommendations, nutrition guidance, and supplement advice are provided for wellness purposes and do not guarantee specific health outcomes. Individual results will vary.

FULL TERMS AND CONDITIONS

1. Agreement to Terms

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("Member," "Patient," or "Subscriber") and SimpliWell LLC ("SimpliWell," "we," "us," or "our"), a limited liability company organized under the laws of the Commonwealth of Virginia.

By enrolling in a SimpliWell Total Health Membership, accessing our mobile application (SimpliWell+), or using any of our services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, you may not access or use our services.

2. About SimpliWell and Licensed States

SimpliWell LLC is a holistic telemedicine practice based in Virginia Beach, Virginia, providing physician-led telehealth services rooted in lifestyle medicine, plant-based nutrition, and whole-person care. SimpliWell's clinical team includes a physician double board-certified in Family Medicine and Lifestyle Medicine, a certified Nutrition Consultant, and a Health Coach.

2.1 Licensed States

SimpliWell is currently licensed to serve patients physically located in the following states at the time of each clinical encounter:

- Virginia
- North Carolina
- South Carolina
- West Virginia
- Florida
- Georgia
- Alabama
- Nebraska
- Arizona
- Colorado

If you reside outside of these states you are not eligible for clinical services. It is your responsibility to confirm your state of residence is included in SimpliWell's licensed service area before enrolling and to notify SimpliWell immediately if you relocate outside a licensed state.

2.2 Risks of Virtual Care

Telehealth services are provided via secure video and audio platforms and carry inherent limitations compared to in-person care, including:

- The inability to perform physical examinations, which may limit the ability to diagnose certain conditions.
- Dependence on technology — connection failures or technical issues may interrupt care.

- Certain conditions may require in-person evaluation, specialist referral, or emergency care that SimpliWell cannot provide.
- Prescribing of certain controlled substances via telehealth is subject to federal and state regulations and may not be available in all circumstances.

By enrolling, you acknowledge these limitations and agree that SimpliWell's telehealth services are appropriate for your circumstances. If at any time you believe your condition requires in-person or emergency care, you agree to seek that care immediately.

3. Total Health Membership — Plan Overview

SimpliWell offers a single-tier "Total Health Membership" available to individuals, couples, children, and families. All memberships are month-to-month with no long-term commitment required unless otherwise specified. Members may cancel at any time subject to the cancellation terms in Section 6.

3.1 Included Benefits — All Plans

Every Total Health Membership includes the following benefits regardless of household type:

- Free Comprehensive Metabolic Panel (CMP) at enrollment
- 4 Physician visits per year (initial consultation + follow-up visits)
- 8 flexible wellness visits per year — use with your Nutrition Consultant, Health Coach, or both in any combination
- Unlimited secure async messaging with your care team
- Medication management and prescription refills
- Urgent care sick visits (telehealth) — available Monday through Thursday, 9:00 AM to 5:00 PM
- Discounted labs and supplements — 15% off via Fullscript
- Access to SimpliWell+ health tracking app
- Personalized care plan
- Monthly newsletter and educational content
- Work notes
- Travel health consultation (pre-travel guidance, vaccination recommendations, and health preparation)
- Imaging referrals when medically appropriate (imaging facility fees are not included in membership)

** Adult members receive 4 physician visits and 8 flexible wellness visits per year. Child members (under a Child Plan or Family plan) receive 3 physician visits and 3 flexible wellness visits per year. All wellness visits may be used with the Nutrition Consultant, Health Coach, or both in any combination.*

3.2 Membership Pricing

The following monthly and annual rates apply:

Plan	Monthly	Annual	Saves	Household
Individual Adult	\$99/mo	\$1,080/yr	\$108/yr	1 adult
Spouse / Couple	\$180/mo	\$1,980/yr	\$180/yr	2 adults; each gets full visit allocation
Child Plan (Under 18)	\$50/mo	\$540/yr	\$60/yr	May be added independently or alongside an adult membership
Family of 4 (2 adults + 2 children)	\$250/mo	\$2,750/yr	\$250/yr	2 adults + up to 2 children

3.3 Child Membership Benefits

Children may be enrolled as Child Add-On members independently or alongside an adult membership. All child members receive the following visit allocation, which differs from the adult allocation:

- 3 Physician visits per year
- 3 flexible wellness visits per year — use with Nutrition Consultant or Health Coach in any combination
- Unlimited secure async messaging with the care team
- Access to SimpliWell+ app
- Personalized care plan
- Complimentary Mid-Year Health Check Labs after 6 consecutive months of active membership

Note: Certain benefits such as work notes, medication management for adult conditions, and travel consultations are provided at the physician's discretion based on clinical appropriateness for the child's age and health needs.

3.4 Couple Membership — Individual Visit Allocation

Each adult enrolled under a Spouse/Couple or Family plan receives their own independent visit allocation. Visits are not shared between adults. Each adult receives 4 physician visits and 8 flexible wellness visits per year independently.

3.5 Visit Allocation, Expiration, and Rollover Policy

All included visits are allocated on a per-membership-year basis beginning on your enrollment date. The following rules apply:

- Unused visits expire at the end of each 12-month membership cycle and do not roll over to the next year under any circumstances.
- If a member cancels and subsequently rejoins SimpliWell within the same membership year, the member returns with the visit balance remaining at the time of cancellation — not a fresh annual allocation.
- Members may not cancel and rejoin within the same membership year for the purpose of obtaining additional visits. SimpliWell reserves the right to deny re-enrollment within the same membership year if abuse of this policy is suspected.
- A new full visit allocation is provided only upon the start of a new 12-month membership cycle.

3.6 After Included Visits Are Used — Retail À La Carte Rates

Once a member's included visit allocation is exhausted, additional visits are available at the following retail rates. These rates apply to all patients — members and non-members alike — for any visit beyond the included allocation:

Service	Retail Rate
Initial Physician Visit	\$215
Follow-Up Physician Visit	\$135
Nutrition Consultant Visit (30 min)	\$60
Health Coach Session (30 min)	\$60
Urgent Care & Work Notes	\$95

4. Loyalty Rewards

SimpliWell rewards members for sustained commitment to their health journey. Loyalty rewards are earned through consecutive uninterrupted active membership only. The following rules apply to all loyalty rewards:

- Rewards require consecutive months of active membership. Cancelling and rejoining resets your consecutive membership clock entirely.
- If a member cancels and returns to SimpliWell, the consecutive membership count restarts from zero at the time of re-enrollment regardless of any prior membership history.
- Members who cancel and rejoin do not qualify for rewards based on any prior membership period.

4.1 6-Month Reward — Mid-Year Health Check Labs

Members who maintain 6 consecutive months of active membership qualify for a complimentary Mid-Year Health Check Lab Panel, which includes:

- Comprehensive Metabolic Panel (CMP)
- Complete Blood Count (CBC)
- Lipid Panel
- Hemoglobin A1C (A1C)
- Thyroid Panel (TSH)

This reward is provided once per 12-month membership cycle. Results will be reviewed with the member's physician during a scheduled visit.

5. Billing and Payment

5.1 Billing Cycles

SimpliWell offers two billing options:

- Monthly Billing: Subscription fee charged on a recurring monthly basis. No long-term commitment. Cancel anytime.
- Annual Billing: Full annual amount charged upfront at the discounted annual rate, equivalent to approximately one month free compared to monthly billing.

All subscription fees are processed through SimpliWell's secure billing system at BeSimpliwell.com. Clinical visit fees billed after included visits are exhausted are invoiced separately through the Charm EHR patient portal.

5.2 Accepted Payment Methods

SimpliWell accepts major credit cards and debit cards. SimpliWell does not accept Health Savings Account (HSA) or Flexible Spending Account (FSA) cards as payment for any subscription or clinical service fees.

5.3 Launch Special — Limited Time Offer

SimpliWell is offering the following launch discounts for a limited time. This offer expires on January 18, 2027 and will not be extended:

- Monthly plans: \$25 off the first month (\$74 for the first month, then \$99/month thereafter)
- Annual plans: \$50 off the first annual payment (\$1,030 for the first year, then \$1,080/year thereafter)

The launch discount applies to the first billing period only. Subsequent billing periods are charged at the standard published rates. SimpliWell reserves the right to discontinue this offer at or before the stated end date.

5.4 Automatic Renewal

Monthly memberships automatically renew each month on the same date unless cancelled prior to the renewal date. Annual memberships automatically renew at the conclusion of each 12-month period. SimpliWell will send written notice to annual billing members at least 30 days prior to the annual renewal date confirming the upcoming charge amount and renewal date.

5.5 Failed Payments

If a scheduled payment fails, SimpliWell will attempt to process the payment up to three (3) times within a 7-day period. If payment cannot be collected, membership access will be suspended until payment is resolved. Members will be notified by email of any failed payment. It is the member's responsibility to maintain a valid payment method on file.

5.6 Membership Fees, Insurance, and Clinical Billing

The following rules govern what can and cannot be submitted to insurance:

- **Membership subscription fees are not covered by insurance** and may not be submitted to any insurance carrier for reimbursement. This applies to all monthly and annual membership fees regardless of household type.
- **Physician visits included within your membership** are covered by your subscription fee and are not separately billable to insurance.
- **Physician visits that occur outside of or after your included membership allocation** may potentially be reimbursed through your insurance as out-of-network services. Upon request, SimpliWell will provide an invoice with appropriate CPT and ICD-10 billing codes for those visits, which you may submit to your insurance carrier.
- **Nutrition consultant and health coach visits** are wellness services and are generally not covered by insurance regardless of whether they occur within or outside of the included membership allocation.

SimpliWell does not guarantee insurance reimbursement for any services and is not responsible for any determination made by your insurance carrier. Members are encouraged to verify their out-of-network benefits with their insurer prior to seeking reimbursement.

6. Cancellation and Refund Policy

6.1 Right to Cancel

Cancellation terms differ based on your billing type:

- **Monthly members** may cancel at any time with no cancellation fee. No refund is issued for the current billing period. Access to membership benefits continues through the last day of the paid period.
- **Annual members** may cancel within 7 days of their annual payment date for a full refund, provided no clinical services have been used. Once any service has been used, or after the 7-day window has passed, no refund or prorated credit will be issued. See Section 6.3 for full details.

To cancel, contact SimpliWell at:

- Email: simpliwell.llc@gmail.com
- Phone: (804) 764-0104

- Website: BeSimpliwell.com

Cancellations are processed within 2 business days of the request.

6.2 Monthly Membership Cancellation

Monthly memberships may be cancelled at any time with no cancellation fee and no refund for the current billing period. Access continues through the last day of the paid period. No further charges are made after cancellation is processed. There is no grace period for monthly memberships.

6.3 Annual Membership — 7-Day Grace Period

Annual memberships include a 7-day grace period subject to the following strict conditions:

- **The 7-day grace period applies to annual memberships only** — it does not apply to monthly memberships.
- **A full refund will be issued only if cancellation is requested within 7 days of the annual payment date** AND no clinical services of any kind have been used, including physician visits, nutrition consultant visits, health coach sessions, the enrollment CMP, or any other included service.
- **Once any service has been used, no refund of any kind will be issued** — regardless of when cancellation is requested, how many visits were used, or how much of the annual period remains.
- **There is no prorating of annual membership fees** under any circumstances. Annual members who cancel after the grace period or after using any service will not receive a partial refund for unused months.

6.4 Cancellation and Rejoining — Visit and Reward Policy

Members who cancel and subsequently rejoin SimpliWell are subject to the following:

- Visit allocation: If a member rejoins within the same membership year, they return with the visit balance remaining at cancellation — not a new full allocation.
- Loyalty rewards: Cancelling and rejoining resets the consecutive membership clock entirely. Prior membership periods do not count toward loyalty reward eligibility upon rejoining.
- New membership year: A new 12-month cycle and full visit allocation begins only upon the anniversary of the re-enrollment date.

7. Scope of Services and Limitations

7.1 Telehealth Services Only

SimpliWell provides telehealth services exclusively via secure video and audio communication platforms. SimpliWell does not operate a physical clinic and does not provide in-person services of any kind. By enrolling, you confirm that you will be physically located within one of SimpliWell's licensed states at the time of each clinical encounter.

7.2 Not an Emergency Service

SimpliWell is not an emergency medical service. SimpliWell does not provide emergency care, crisis intervention, or after-hours emergency support. If you are experiencing a medical emergency — including but not limited to chest pain, difficulty breathing, stroke symptoms, severe injury, or suicidal ideation — call 911 or go to your nearest emergency room immediately. SimpliWell's urgent care services are limited to non-emergency acute telehealth sick visits, available Monday through Thursday, 9:00 AM to 5:00 PM. Outside of these hours, members should seek care from an urgent care facility or emergency room, or call 911 for emergencies.

7.3 Not a Replacement for Primary Care

SimpliWell focuses on lifestyle medicine, plant-based nutrition, preventive health, and chronic disease management through sustainable lifestyle change. SimpliWell does not provide comprehensive primary care, specialist care, or surgical services. Members are strongly encouraged to maintain a relationship with a primary care physician and relevant specialists for services outside SimpliWell's scope. SimpliWell's care team will collaborate with outside providers as appropriate and upon member consent.

7.4 Legal Limits of Holistic Recommendations, Wellness Plans, and Supplement Advice

Members acknowledge and agree to the following regarding holistic and lifestyle recommendations provided by SimpliWell:

- **Holistic health recommendations, lifestyle medicine plans, and personalized wellness plans** are provided based on available clinical information and evidence-based lifestyle medicine principles. They do not constitute a guarantee of any specific health outcome. Individual results will vary based on personal health factors, adherence, and other circumstances outside SimpliWell's control.
- **Nutrition guidance and dietary recommendations** provided by SimpliWell's Nutrition Consultant are wellness services and do not constitute the practice of medicine or medical nutrition therapy as defined by applicable state law. These recommendations complement but do not replace physician-directed medical care.
- **Health coaching services** are behavioral wellness services. Health coaches do not diagnose, treat, or prescribe. Coaching recommendations are intended to support goal-setting, accountability, and sustainable habit formation and are not medical advice.
- **Supplement recommendations and Fullscript access** are provided for general wellness purposes. SimpliWell does not guarantee the efficacy of any dietary supplement. Supplements are not FDA-evaluated to diagnose, treat, cure, or prevent any disease. Members should consult with the SimpliWell physician before beginning any new supplement, particularly if taking prescription medications.

By participating in SimpliWell's wellness programs, you acknowledge these limitations and agree that SimpliWell's holistic recommendations are supportive in nature and not a substitute for medical diagnosis or treatment.

7.5 Imaging

Imaging studies (X-rays, MRIs, CT scans, ultrasounds, etc.) may be ordered at the physician's discretion when medically appropriate. Imaging facility fees are not included in the membership and are the member's sole financial responsibility. SimpliWell will assist with imaging referrals but is not responsible for scheduling, costs, results processing, or interpretation performed at external imaging facilities.

8. SimpliWell+ Mobile Application

Access to the SimpliWell+ mobile application is included with all membership tiers. App access is granted upon confirmation of an active subscription and is for the individual subscriber only. Each covered household member receives individual app access credentials. App access will be suspended upon membership cancellation. SimpliWell reserves the right to modify, update, or temporarily suspend app features at any time with reasonable advance notice.

9. Privacy and HIPAA

SimpliWell is committed to protecting the privacy and security of your health information in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and applicable state privacy laws. SimpliWell's Notice of Privacy Practices is available at [BeSimpliwell.com](https://www.Besimpliwell.com) and is incorporated herein by reference. By enrolling, you acknowledge receipt of SimpliWell's Notice of Privacy Practices.

SimpliWell will not sell your personal health information to third parties. Health information entered into the SimpliWell+ app is used solely to support your care and improve the SimpliWell platform.

10. Member Responsibilities

By enrolling, you agree to:

- Provide accurate and complete personal, contact, and health information and keep it current throughout your membership.
- Maintain a valid payment method on file.
- Be physically located within a SimpliWell-licensed state at the time of each clinical telehealth visit.
- Provide at least 24 hours advance notice to cancel or reschedule scheduled appointments. Missed appointments without 24-hour notice may be counted as a used included visit.
- Use SimpliWell services for personal health purposes only and not share app access credentials with non-members.
- Notify SimpliWell promptly of any changes to your contact information, state of residence, or household composition at simpliwell.llc@gmail.com or (804) 764-0104.
- Seek emergency care immediately when your condition warrants it and not rely on SimpliWell for emergency medical services.
- Understand that SimpliWell's services complement but do not replace comprehensive primary care.

11. Appointment Scheduling

Appointments are scheduled through BeSimpliwell.com, the Charm EHR patient portal, or by calling (804) 764-0104. Appointments cancelled with less than 24 hours advance notice, or for which the member does not appear, may be counted as a used included visit at SimpliWell's discretion.

12. Modifications to Terms and Pricing

SimpliWell reserves the right to modify these Terms, membership pricing, included benefits, loyalty rewards, and available services. Material changes will be communicated to active members via email at least 30 days prior to taking effect. Continued use of SimpliWell services after the effective date of any modification constitutes acceptance of the updated Terms. If you do not agree to modified Terms, you may cancel your membership prior to the effective date without penalty attributable solely to the modification.

13. Limitation of Liability and Disclaimer

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SIMPLIWELL LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, PHYSICIANS, AND CONTRACTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF OUR SERVICES OR MEMBERSHIP, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM RELIANCE ON HOLISTIC RECOMMENDATIONS, WELLNESS PLANS, SUPPLEMENT ADVICE, OR HEALTH COACHING.

SimpliWell's total cumulative liability to any member shall not exceed the total subscription fees paid by that member in the 12-month period immediately preceding the claim. Nothing in these Terms limits SimpliWell's liability for gross negligence, willful misconduct, or any liability that cannot be excluded under applicable law.

14. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Commonwealth of Virginia. Any dispute that cannot be resolved through good-faith negotiation shall be submitted to binding arbitration in Virginia Beach, Virginia, under the

rules of the American Arbitration Association. All proceedings on an individual basis only — no class or representative actions.

15. General Provisions

- Entire Agreement: These Terms, together with SimpliWell's Notice of Privacy Practices and any enrollment agreements, constitute the entire agreement between you and SimpliWell.
- Severability: If any provision is found unenforceable, the remaining provisions continue in full force and effect.
- Waiver: Failure to enforce any provision does not waive SimpliWell's right to enforce it in the future.
- Notices: SimpliWell will send notices to your email address on file. Notices to SimpliWell should be sent to simpliwell.llc@gmail.com.

16. Contact Information

For questions regarding these Terms, billing, cancellations, or any aspect of your membership:

- Email: simpliwell.llc@gmail.com
- Phone: (804) 764-0104
- Website: BeSimpliwell.com

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