**Membership Terms & Conditions**

**JADELEEN MEDICAL SOLUTIONS, INC (DBA “HIMANDHAIR” DIRECT HEALTH CARE PROGRAM MEMBERSHIP AGREEMENT**

This Agreement sets forth the terms of your membership in Jadeleen Medical Solution Inc.’s Medical’s Direct Health Care Program (“Program”) The Program is designed to provide you with direct personalized medical 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 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

1. Jadeleen Medical Solutions, Inc.’s Medical Program Membership Options and Membership Fees.

The Program offers different monthly Membership Options, each with varying scope of services and fees. You must select your desired Membership Option from the available list on HimandHair website at [https://himandhair.com/pricing](https://himandhair.com/pricing%20) The terms of your selected Membership Option, which can be found on the HimandHair website at [https://himandhair.com/pricing](https://himandhair.com/pricing%20) Membership Options may change from time to time, and you will receive at least ninety (90) 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 a specific Membership Term for the duration of such Membership Term.

You are required to pay your Membership Fee in a single sum.

Once paid, your Membership Fee is non-refundable, as set forth in the Jadeleen Medical Solutions, Inc., available at [https://himandhair.com/refundpolicy](https://himandhair.com/refundpolicy%C2%A0)

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

If you have an emergency you must dial 911. Jadeleen Medical Solutions, Inc does not treat emergencies. Jadeleen Medical Solutions, Inc does not offer primary care medical services, medications, or supplements.

3. No Insurance Accepted; Self-Payment Only.

The Program is a direct health care service; it is not health insurance. Jadeleen Medical Solutions, Inc. does not participate with or bill commercial health insurance plans or federal or state health care programs such as Medicare or Medicaid or TriCare or VA. Jadeleen Medical Solutions, Inc. providers may recommend you receive services not offered by Jadeleen Medical Solutions, Inc. (e.g., specialty services, diagnostic tests), but in no event will Jadeleen Medical Solutions be responsible for any resulting medical bills.

You are solely responsible for payment of all fees for Jadeleen Medical Solutions, Inc.’s 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. Jadeleen Medical Solutions, Inc. 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 on the cost of the services you have purchased.

4. Appointments: Missed/Late Cancellation

You understand and agree that if you do not show for your appointment or you cancel your appointment with less than 24 hours’ notice more than three (3) times, your account may be put on Pause, if eligible. When your program is on Pause, we will cancel additional prescription renewals.

5. Term and Termination.

Term. Jadeleen Medical Solutions, Inc. may, in its sole discretion, not accept this Agreement and return your payment to you. If Jadeleen Medical Solutions, Inc. accepts the Agreement, the term of this Agreement will begin on the date Jadeleen Medical Solutions, Inc. receives your Membership Fee payment and last for the length of the Membership Term you selected (“Term”).

Termination. Either you or Jadeleen Medical Solutions, Inc. may terminate this Agreement at any time, with or without cause, upon prior written notice. Further information about the Jadeleen Medical Solutions (DBA “HIMANDHAIR”) cancellation policy is available at [https://himandhair.com/refundpolicy](https://himandhair.com/refundpolicy%C2%A0)

6. Electronic Communications.

By providing your email address, you agree to receive electronic communications via email.

7. Privacy and Confidentiality.

Jadeleen Medical Solutions, Inc. 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 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. This Agreement may be amended only in writing signed by all parties. Notwithstanding the foregoing, Jadeleen Medical Solutions, Inc. may, upon at least thirty (30) days’ notice to you, unilaterally amend the Membership Fees and Membership Payment Schedule at any renewal period of this Agreement and/or amend this Agreement if required by applicable law. Upon receipt of such notice, you may accept these changes or reject them by immediately terminating your Membership in accordance with Section 5 (Termination).

9. 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 Phoenix, AZ, 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 Jadeleen Medical Solutions, Inc., whose consent may be withheld for any reason. Any attempt to assign said rights, duties and obligations without the prior written consent of Jadeleen Medical Solutions, Inc. will be null and void and of no force or effect. Jadeleen Medical Solutions, Inc. may assign this Agreement with thirty (30) days in advance 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 Jadeleen Medical Solutions,Inc. at [legal@himandhair.com](legal%40himandhair.com%C2%A0)and (b) to you at the email or the address you designate at signature.