NAVA HEALTH & VITALITY CENTER

New Client Terms/Notices

Thank you for choosing Nava for your wellness needs. We look forward to serving you and helping you on your wellness journey. These terms are provided by Nava Management, LLC, Integrated Wellness MD, LLC, and Integrated Wellness DC, LLC (operating under the Nava name).

I have read, understand, and agree to:
1. the attached New Client Terms/Notices;
2. the separate Arbitration Agreement; and
3. the separate Notice of Privacy Practices.

Client Signature: ____________________________________________ Date: __________________

TERMS CONCERNING HEALTH MAINTENANCE ORGANIZATIONS:
If you are a member of any Health Maintenance Organization (HMO), you agree that you have been informed that for the majority of services offered by Nava, neither Nava, nor any Nava practitioners (when providing services on behalf of Nava) are participating providers with your HMO and that if you obtain any Nava services/products you will be billed at Nava’s usual rates and you will be responsible for full payment of all Nava charges. You agree that if you obtain treatment from another health care provider who does participate in your HMO and that service is covered by your HMO, you would be entitled to reimbursement from your HMO as provided by the terms of your HMO plan. YOU THEREFORE ACKNOWLEDGE AND AGREE THAT:

• YOU WILL BE SOLELY RESPONSIBLE FOR ALL NAVA CHARGES FOR SERVICES RENDERED BY NAVA AND NAVA PRACTITIONERS, AND
• NEITHER NAVA OR ANY NAVA PRACTITIONER WILL SEEK PAYMENT FROM YOUR HMO FOR ANY SERVICES THAT YOU RECEIVE AT NAVA.

*One or more Nava practitioners may be out-of-network providers under certain HMOs and certain services performed by Nava, or on behalf of Nava, may be submitted to your HMO for reimbursement. Nava will inform you at the time of service if any service you obtain will be submitted to your HMO for reimbursement.
Who We Are
Nava offers a variety of wellness services. The Nava team includes physicians and other healthcare practitioners licensed in the state where services/products are provided; along with other Nava staff who do not require any type of licensing (Nava’s general nutrition services are non-medical and are not provided in connection with the treatment of any particular medical condition). NAVA SERVICES/PRODUCTS ARE NOT A SUBSTITUTE FOR AND YOU SHOULD DISCUSS ANY WELLNESS PROGRAM WITH YOUR PRIMARY CARE PHYSICIAN.

Keeping Us Informed
Nava seeks to develop wellness through collaborative, open communications with our clients. You agree to let Nava staff know of any disease or condition or any drug or supplement you are taking that may relate to the effectiveness of or interfere with any Nava services/products.

Understanding Your Payment Options
For the majority of services offered by Nava, we do not accept insurance or file claims with any insurance providers, including government providers such as Medicare and/or Medicaid. (If you are a Medicare beneficiary or are Medicare eligible, please see the separate Medicare Private Contract Agreement.) As a convenience to you, we will provide you with summary information listing any Nava services/products that you receive and if you provide us with your insurance information, we may include that information in the summary that we provide to you. This information will be provided to you for your convenience and you agree that: (a) we have not indicated that any Nava services/products will be covered by any insurance or other benefits; and (b) we have not recommended that you submit any Nava charges to any insurance or other provider for reimbursement. For the majority of services offered by Nava, you will be responsible for the full Nava charges for all Nava services/products that you receive, even if your insurance provider pays for similar services/products at a lower rate. Payment in full must be made at the time of service/purchase. Certain services/products may require a non-refundable deposit.

*One or more Nava practitioners may be out-of-network providers in connection with certain insurance providers and certain services performed by Nava, and any other party that performs services on behalf of Nava, may be submitted to your insurance provider for reimbursement. Nava will inform you at the time of service if any service you obtain will be submitted to your insurance provider and you authorize Nava and any other party that performs services on behalf of Nava to submit such charges to your insurance provider for reimbursement. For charges submitted to your insurance provider, you agree that you will be responsible for appropriate, allowed charges in the event that your insurer fails to provide reimbursement.
Our Cancellation Policy
We value our clients’ time and schedule appointments in an effort to best allocate Nava staff resources so that clients receive prompt, thorough service. We ask that you honor all Nava appointments, and if for some reason you will not be able to do so, you must give us as much advance notice as possible. You may cancel an appointment or reschedule it, so long as you do so by calling us at least 24 hours in advance of the scheduled time of a particular appointment. If you do not provide at least 24 hours advance notice, you agree to pay a $75 missed appointment fee. This fee will be charged to your credit card on file or collected at your next appointment (if no credit card is on file). Pure Radiance/Sexual Vitality services require 72 hour advance notice or the $500 deposit will be forfeited.

Prescription Choice
If a Nava practitioner prescribes any medications for you, you agree that you have the right to obtain your prescription from any pharmacy of your choice. A Nava practitioner may offer to make a prescription available through one or more pharmacies for your convenience, but you may elect to have your prescription filled through any pharmacy that you select. By accepting any prescription dispensed to you at a Nava location, you agree that a pharmacy is not conveniently available.

How We Will Communicate With You
Use of Telephone:
If you provide us with a telephone number, we may contact you using that telephone number to discuss your Nava wellness services, appointments, records, and purchases.

Use of Electronic Communication Methods:
Electronic communications include email messages, internet communication services (such as Skype™), or other electronic methods. You agree that electronic communications are not secure and that there is the possibility that they may be accessed by other persons. You also agree that your employer may review any electronic communications transmitted through your employer’s computer system. We may use email or other electronic communications to transmit routine information to you (such as appointment dates, newsletters, etc.). We may also use email or other electronic communications to transmit information concerning your Nava services and products, unless you tell us otherwise (as described below). If you give us an email address or communicate with us using other electronic communications, you agree that: (a) electronic communications should not be used for emergency or other time-sensitive situations or where sensitive information will be transmitted (please contact us by telephone or visit a Nava location); (b) we will use reasonable efforts to respond to electronic communications that you send (if you do not hear from us within 2 business days, please contact us by telephone or visit a Nava location) and we will not be liable for any failure to respond or any intercepted electronic communications; (c) one or more Nava staff members may need to access your electronic communications in order to help Nava respond; and (d) Nava may
keep copies of electronic communications that you send in your client records.

**Contact Authorization.** By providing your mobile and/or home number (including any phone number that you later convert to a mobile phone number) to us through any request for services or otherwise, you consent to receive informational calls, text messages (including by auto dialers and/or with pre-recorded messages) by or on behalf of us regarding the processing of your request and for other transactional purposes. You understand that your consent for non-marketing, informational calls and messages applies to each phone number that you voluntarily provide to us now or in the future.

If you do not wish Nava to use electronic communications to transmit information concerning your Nava services/products, you can provide written notice to us at: clientsupport@navacenter.com or 9755 Patuxent Woods Drive, Suite 100, Columbia, MD 20146.

**What If There Were Ever A Disagreement Between Us?**
By agreeing to the Nava New Client Terms/Notices, you agree that any claim or dispute between you and Nava (or any parent, subsidiary, affiliate, successor or assignee, officer, director, employee, agent or representative of you or Nava) arising from or relating to your relationship with Nava and/or the services that you obtain from Nava must be resolved by binding arbitration following these arbitration terms and the Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association (AAA). If the AAA is unavailable or unwilling to serve as administrator, a substitute administrator will be selected by either: (a) our mutual agreement, or (b) if we cannot agree, by a court.

You may get the AAA rules and forms by writing, calling or emailing: American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York 10017, 800-778-7879, www.adr.org. Any arbitration will take place in the county where you live. If a substitute arbitration administrator is appointed we will provide contact information for the substitute administrator.

You will pay an administrative fee and arbitrator’s fees. The AAA caps your fees depending on the amount of any claim that you file. Nava is responsible for administrative fees and arbitrator’s fees in excess of the capped amounts. If you ask Nava in writing, Nava will pay the entire administrative fee and arbitrator’s fees. Nava and you will pay each of our attorney’s, expert’s and other fees, except as otherwise provided by law.

**No class actions, etc.** Nava and you also agree that the arbitrator only may resolve the claims, disputes, or controversies between Nava and you. The arbitration won’t be conducted on a class-wide basis or be consolidated with claims or demands of other persons. You agree not to participate in a representative capacity or as a member
of any class of claimants, pertaining to any claim.

These arbitration terms are governed by the Maryland Uniform Arbitration Act, Md. Code Ann., Cts. & Jud. Proc. Art. §§ 3-201 et seq. The arbitrator shall follow the substantive law of Maryland. The arbitrator’s findings, reasoning, decision, and award must be in writing and must be based upon and consistent with the law of the jurisdiction that applies to these New Client Terms/Notices. Nava and you agree that any award will be kept confidential. If any part of these arbitration terms (other than the paragraph titled "No class actions, etc.") cannot be enforced, the rest of these arbitration terms will continue to apply. If the paragraph titled "No class actions, etc." cannot be enforced, then the entire arbitration terms will be null and void. YOU AGREE THAT THE PROVISION OF ANY MEDICAL TREATMENTS BY ANY NAVA PRACTITIONER ARE NOT CONTINGENT ON YOU AGREEING TO THESE ARBITRATION TERMS.