

Optimal Spine and Pain Relief

Membership Terms & Conditions

These Membership Terms & Conditions ("Agreement") govern all membership plans offered by Optimal Spine and Pain Relief ("Practice").

1. Purpose of the Membership

The Membership Program is designed to provide Members with an affordable, convenient, and flexible option for ongoing chiropractic care through predictable monthly payments.

2. Membership Benefits

The Member will receive the number of monthly chiropractic visits associated with the membership plan selected on the Membership Enrollment Form.

Membership benefits include:

- Monthly chiropractic visits based on the selected membership plan.
- Unused visits may roll over from month to month, up to a maximum balance of five (5) visits.
- Rollover visits expire on the Member's next scheduled billing date.
- Membership visits may only be used while the membership remains active and in good standing.
- Membership benefits are non-transferable and may only be used by the enrolled Member.
- Membership visits have no cash value and may not be redeemed for cash or credit.

3. Included Services

Each membership visit may include one chiropractic adjustment and, when determined to be clinically appropriate by the treating chiropractor, one or more of the following services:

- Chiropractic Adjustment
- Intersegmental Traction
- Electrical Muscle Stimulation
- Moist Heat Therapy

Services provided during each visit are based on the Member's condition, examination findings, and the professional judgment of the treating chiropractor. Not every service is appropriate or necessary at every visit.

4. Billing

Membership fees are billed monthly according to the membership plan selected by the Member.

Recurring payments will be processed on the Member's scheduled billing date using the payment method authorized in the Recurring Payment Authorization.

The Member agrees to maintain a valid payment method on file and to promptly notify the Practice of any changes to payment information.

5. Minimum Membership Commitment

Membership requires a minimum commitment of three (3) consecutive months beginning on the enrollment date.

Membership may not be canceled during the initial commitment period except as otherwise required by law.

6. Cancellation

Following completion of the initial three-month commitment, the Member may cancel the membership by providing at least thirty (30) days' written notice.

If cancellation is requested before the next scheduled billing date, the Member may continue using any remaining membership visits until that billing date. Any unused visits remaining after the final billing date will expire.

7. Missed Appointments

Members are expected to provide reasonable notice when canceling or rescheduling appointments.

Appointments canceled without appropriate notice or missed appointments may be subject to the Practice's cancellation policy and may result in the loss of that membership visit.

8. Failed or Declined Payments

If a recurring payment is declined or returned:

- The Practice may attempt to process the payment again.
- Membership benefits may be suspended until payment has been successfully received.
- The Member is responsible for updating payment information promptly.
- Continued non-payment may result in termination of the membership.

9. Refund Policy

Membership fees are non-refundable.

Unused membership visits have no cash value and may not be redeemed for cash, transferred to another individual, or applied toward other services.

10. Membership Eligibility

Membership benefits are available only to the enrolled Member and may not be shared, transferred, assigned, sold, or gifted to another person.

11. Insurance Disclosure

Membership is not health insurance and is not a substitute for medical or health insurance coverage.

Membership fees are paid directly to Optimal Spine and Pain Relief for services included in the selected membership plan. Members remain responsible for maintaining any health insurance coverage they choose to carry.

12. Clinical Care

Enrollment in a membership does not guarantee that chiropractic treatment or any specific service will be recommended at every visit.

All services are provided based upon the treating chiropractor's clinical judgment and the Member's condition at the time of service.

13. Informed Consent

The Member acknowledges that chiropractic care involves manual therapy and other treatment procedures that carry inherent risks.

The Member confirms that they have reviewed and signed the Practice's Chiropractic Informed Consent and agree to notify the Practice of any changes in medical history or health status before receiving treatment.

14. Membership Modifications

Optimal Spine and Pain Relief reserves the right to modify membership pricing, benefits, or these Terms & Conditions by providing at least thirty (30) days' advance written notice.

Changes will apply prospectively and will not affect services already rendered or payments previously processed.

15. Billing Questions and Chargebacks

Members agree to contact Optimal Spine and Pain Relief regarding any billing questions before initiating a dispute or chargeback with a financial institution.

If a chargeback is initiated for charges authorized under the Membership Agreement and Recurring Payment Authorization, the Practice may provide those signed documents and related billing records to the financial institution as evidence of authorization.

16. Termination by the Practice

Optimal Spine and Pain Relief reserves the right to terminate a membership for non-payment, repeated violations of office policies, abusive or inappropriate behavior toward staff, fraud, misuse of membership benefits, or other circumstances that interfere with the safe or effective operation of the Practice. If the Practice terminates a membership for reasons other than non-payment or misuse, any unused prepaid membership benefits will be handled in accordance with applicable law.

17. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.

18. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.