

Wagmo Wellness

Universal Membership Agreement

Welcome to Wagmo! Below we'll outline the key aspects of your Wellness membership agreement. We think it's important for you to understand the ins and outs of your membership.

- **Wagmo Wellness is not an insurance product.** Our Wagmo Wellness plans are designed for routine and preventative care, whereas Wagmo Insurance is for accidents, illness, and/or medical concerns.
- Wagmo views preventative care as standard/routine items that occur during a wellness check. Wagmo Wellness plans are not derived to identify, diagnose, or recheck an accident, illness, and/or medical concern.
- Please read thoroughly, but for quick reference, we've highlighted the most commonly asked-about sections. With that in mind, let's get to the deets.

1. Some Housekeeping Stuff

Throughout this membership agreement, the words “You” and “Your” refer to the Wagmo member who registered for a Wagmo Wellness plan via our website. The words “We,” “Us,” and “Our” refer to the company providing this membership plan (the “Company”) or the Company’s designated representative. The words “Plan” and “membership agreement” refer to your Wagmo Wellness plan.

2. Coverage & Eligibility

We’ll reimburse You for covered expenses up to the benefit amount outlined in Your Wagmo Wellness plan. Wagmo Wellness only covers preventative or routine treatment for Your pet, and can only reimburse for expenses incurred during Your membership period. All reimbursements are subject to confirmation and validation by Wagmo.

Coverage begins as soon as payment is processed and Wagmo will only reimburse expenses incurred after the official date and time of successful payment. For invoices originating on the same date of membership initiation, Wagmo requires a time stamped invoice to verify the expense occurred after joining. Unless otherwise outlined, time of expense is based on the time the payment was processed.

As a reminder, Wagmo Wellness is derived for standard/routine care whereas Wagmo Insurance is for accidents, illness, and/or medical concerns. Preventative care services and items are eligible for reimbursement under the Wagmo Wellness plan only.

3. Categories of Coverage

- Exam fees
- Vaccines
- Routine tests
- Grooming
- Flea, tick, and heartworm prevention
- Dental prophylaxis (in other words, preventative dental care)

Coverage is limited to preventative and routine care only, and does not include any form of treatment for an accident, illness, or emergency. Wagmo reserves the right to amend coverage under any category of coverage as needed at any time during the membership. Please refer to the end of this document for details on membership utilization.

4. Exclusions

Wagmo reserves the right to deny reimbursement for invoices deemed to be incomplete, fraudulent, or originating from an unlicensed vendor.

The following items and services are explicitly not included in this Agreement:

- (a) Services and/or products distributed or administered by non-licensed individuals, unverifiable businesses, and/or self-service. Qualification is subject to confirmation and approval by Wagmo.
- (b) Services, including office visits and consultations, rendered by specialists to whom the pet is referred.
- (c) Any treatment covered by Wagmo insurance policies or any other pet insurance policy, including accident, illness, emergency, and end-of-life care.

(d) Taxes, discounts, and fees including, but not limited to: membership fee, collection fee, material fee, and waste fee, and clinical support fee.

(e) Services or products received or purchased prior to the receipt of payment for your Wellness Membership plan.

(f) Spay or neuter

(g) Microchipping

(h) Dewormers

5. Claims Procedures

To ensure that Your claim is processed speedily and accurately, we ask the following from You:

1. Submit a picture of the entire itemized invoice from Your vet or provider that includes the following information:

- Provider name, phone number, address
- Your pet's name listed somewhere on the invoice (to confirm the procedure / purchase was for that specific pet)
- The total amount billed, and proof of payment
- A clear photo of your invoice must be printed on letterhead or otherwise verifiable. Invoices from Quick pay apps such as Square must include the itemized procedures, the total amount, the tip, as well as the authorization number located at the bottom of the receipt.
- Handwritten receipts are subject to review/confirmation of services. Wagmo reserves the right to accept or deny invoices based on the discretion of our claims department.

1.

2. You must submit your claim as soon as practicable but no later than thirty (30) days after the expiration of the Membership Period.
3. Cooperate with Us in the investigation of any Claim which may include providing additional information for a specific provider or invoice.

Failure to comply with these conditions may result in a Claim being denied. Wagmo reserves the right to deny any claims deemed to be fraudulent or unverifiable, without explanation. Wagmo may also share any information related to such activity with the appropriate regulatory authority or law enforcement.

6. Transfers

This Agreement and the goods and services provided under it are not transferable to another pet or assignable to another person. This Agreement applies only to the pet enrolled at signup, while owned by You. This Wagmo Wellness plan is not insurance. Plan coverage includes only the items listed in exhibit A, up to the corresponding annual maximums.

7. Accepted Providers

Expenses are accepted from any licensed veterinarian, groomer, or pet pharmacy located within the United States, with qualification subject to Wagmo's confirmation and discretion.

8. Automatic Renewal

This agreement is effective following the processing of your payment, and will automatically renew on the anniversary of that date in each succeeding year unless You (or We) cancel this Agreement as described in section 13 below.

9. Plan Discounts

Unless otherwise noted, discounts are for one-time use at the time of enrollment and are not stackable.

10. Plan Upgrades and Downgrades

You may elect to upgrade or downgrade the level of the current Plan upon renewal of Your membership. Upgrades or downgrades will begin on the first day of the next 12-month term. The new Plan will have a new start date and will be in effect for a new 12-month term, with automatic renewals on the anniversary of the new start date. Upgrading or downgrading the Plan will change Your monthly/annual payment amounts and services included. You can contact customer support to make changes.

11. Payments

Payment can be made in-full or via monthly installments. Either payment can be billed directly to Your credit card or debit card. An overdraft/reprocessing fee of \$10.00 may be billed to You for insufficient funds, over limit status or any other reason a payment is unable to be processed based on the account information supplied by You. You are responsible for immediately notifying Us of any changes in billing account information to avoid any payment overdraft/reprocessing fees.

12. Cancellation

Either You or Wagmo may cancel this Agreement at any time, but please be aware that cancellation fees may apply.

In the event that cancellation of this Agreement results in monies due by You, such monies shall be paid in full at the time of cancellation. In the event cancellation results in monies due to You (in other words, if we owe you a refund), such monies will be paid by Wagmo within 6 to 8 weeks. To cancel this Agreement, Member must submit a cancellation request with Wagmo customer support.

After cancellation, You are able to reinstate Your plan but will be subject to published membership fees and prices. In other words, if we ever change prices we'll grandfather You in. But if You cancel and decide to rejoin later, You'll have to pay the listed price at that time.

13. Price and Service Changes

A. Cancellation by Member within 24 hours: A newly enrolled Member who has not been enrolled in a Plan within the preceding 90 days may cancel this Agreement for any reason within 24 hours of enrollment. The membership fee and any other fees paid are refundable. However, claims filed and processed will impact any cancellation fee.

B. Cancellation by Member After 24 hours: If Member cancels for any reason (including but not limited to death or loss of pet or transfer of ownership), whether before or after Provider has reimbursed for approved expenses, Provider shall be entitled to retain the entire membership fee. Provider shall also be entitled to retain or recover from Member all monthly installments that have previously been paid or become due, including the installment for the month in which cancellation occurs, regardless of the cancellation request date. In addition, upon cancellation prior to the end of the Plan Year, if the total value of Plan services/products already reimbursed during the plan year exceeds the sum of monthly installments collected for that Plan Year, Member shall be obligated to do one of the following:

- Immediately pay full retail costs for all services/products reimbursed (with all discounts reversed as if the Plan had not been in effect for the Plan Year) to the extent such fees exceed the total of monthly payments received by Provider for the Plan Year; OR
- Immediately pay the total remaining Plan Year monthly installments in full if less than the amount described in paragraph (a); OR
- Continue making the monthly payments as they become due for the remaining term of the Plan Year then in effect.

C. If You have paid the full annual fee in advance and decide to cancel, Wagmo will refund, if any, the lesser of (a) one-twelfth of the annual fee times the number of full months remaining in the Plan Year or (b) the full annual fee minus the undiscounted value of all Plan services/products that have been reimbursed in the Plan Year (with all discounts or credits reversed). In other words, if you cancel one month into your membership and have not made any claims, we'll keep a portion of your payment for month one, and refund you the remaining 11 months worth of fees.

D. Cancellation by Provider: Provider reserves the right to cancel the Plan at any time and for any reason, including but not limited to suspected fraudulent activity. In the event Provider chooses to cancel the Plan for any reason except Member's default, Provider will waive any future payments due under the Plan and discharge Member's remaining obligation under this Agreement in full.

E. The initial price of the Plan is the price in effect when the pet is enrolled. The price of any subsequent renewal Plan is the price initially paid, unless otherwise stipulated. Wagmo reserves the right to adjust price, services and the Terms and Conditions of this Agreement as of the date of any renewal of this Agreement. Wagmo will give You notice of any price changes no less than 30 days prior to the date they are to become effective; however, no notice will be given of a price change resulting from You canceling and re-subscribing. It is Your responsibility to read and understand the Terms and Conditions and services included in any changes to the Plan (renewal, upgrade, downgrade, or cancellations).

F. Cancellations & Non-Renewals: Plans canceled before policy renewal may be subject to a cancellation fee. Here is a high-level overview of how cancellations and non-renewals are viewed at Wagmo.

- Annual plans that are canceled and have had claims reimbursed: There will not be a cancellation fee.

- Monthly plans that are canceled and have had claims reimbursed: There may be a cancellation fee. This fee is based on the amount You have paid for Your Wagmo Wellness plan and the amount of reimbursement You have received.
- Please note, all claims should be filed prior to cancellation for services that have occurred within the active Wellness Plan period.

G. Your Wellness Plan must be active and in good-standing in order to receive reimbursement from Wagmo for items within your Wellness Plan. Wellness claims filed on plans that currently have a balance owed are subject to rejection.

14. Default

If You fail to pay any monthly installment by its due date, Wagmo may immediately suspend Plan services until You reinstate the Plan by paying all monthly fees due at the time of payment. If any monthly installment is past due for 28 days or more, Wagmo has the right to immediately cancel this agreement and discontinue Plan services, declare all remaining monthly installments for the then-current Plan Year to be paid immediately, and refer Your account to a third-party collection agency.

Collection activity may negatively impact Your credit rating and may result in collection fees that will be payable by You. If Wagmo permits You to restart a Plan after cancellation, a new membership will be required.

15. Collection Costs

Whether or not a legal action is commenced, You agree to pay and reimburse Wagmo for all fees. The fees include, but are not limited to all collection agency costs and attorney fees. The fee amounts may be added to the debt that is owed when the account is placed into collections.

16. Contact and Notice

As part of this Membership Agreement, You agree, in order for Us to service Your account, including, but not limited to, providing medical reminders, customer support, or to collect any amounts owed, We or our agents may contact You by telephone, text messages, emails, including by use of automatic dialing devices and/or pre-recorded/artificial automated voice or text messages, at any telephone number or email address provided to Provider by Member, including residential or wireless telephone numbers.

17. Arbitration

Any and all claims, controversies, or disputes arising out of or related in any way to this Agreement shall be subject to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) under the Federal Arbitration Act. This includes, without limitation, any claims, controversies, or disputes that would otherwise be subject to class actions. This Agreement is governed by the substantive laws of Delaware. Judgment of the arbitration award may be entered in any court of competent jurisdiction.

Exhibit A - Coverages

Values listed below represent the maximum annual reimbursement per category. Coverage categories and amounts are subject to change.

	Value	Classic	Deluxe
Routine exam fees	1/\$100	1/\$100	2/\$200
Vaccines	2/\$100	3/\$150	4/\$200
Routine blood work	1/\$100	1/\$100	1/\$100
Fecal tests	1/\$50	1/\$50	1/\$50
Urinalysis	-	1/\$50	1/\$50
Grooming	-	\$100	\$200
Flea, tick, heartworm prevention	-	\$100	\$200
Dental prophylaxis	-	-	\$100
VETalk virtual chat visits	Unlimited	Unlimited	Unlimited
VETalk virtual video	Unlimited	Unlimited	Unlimited
VETalk training			3 sessions
Total potential plan value (including reimbursements and value of other services provided)	Up to \$350	Up to \$770	Up to \$1580