



## **TERMS OF SERVICE**

Welcome to STRIVE. STRIVE is owned and operated by Spectrum Health Medical Group and is located at 161 Ottawa Ave., N.W., Suite 173, Grand Rapids, Michigan 49503. STRIVE has a membership program that provides for the delivery of certain benefits to STRIVE members ("Member Benefits"). These Terms of Service govern membership in STRIVE and the delivery of the Member Benefits. Please read them very carefully.

## **ELIGIBILITY**

You represent and warrant that you are at least 18 years of age and have the right, authority and capacity to enter into these Terms of Service and to abide by all of the terms and conditions set forth in these Terms of Service.

## **MEMBER BENEFITS**

STRIVE agrees to provide the Member Benefits to you as a part of your membership. The Member Benefits are services that are over and above the services typically available at medical practices in Michigan. The current list of Member Benefits is set forth on the STRIVE website, [www.strive4u.org](http://www.strive4u.org). The Member Benefits are subject to change from time to time by STRIVE. You acknowledge that the Member Benefits (i) are not covered services under any health insurance plan or program that you may participate in including, without limitation, any Medicare, Blue Cross or Priority Health plan or program, and (ii) are not reimbursable by your health insurance plan or any other private or governmental plan or program, including Medicare, Blue Cross and Priority Health.

## **ANNUAL MEMBERSHIP FEE**

STRIVE charges an annual Membership Fee for the Member Benefits. The current annual Membership Fee is listed on the STRIVE website, [www.strive4u.org](http://www.strive4u.org). STRIVE reserves the right to change the annual Membership Fee from time to time.

## **PAYMENT OF THE ANNUAL MEMBERSHIP FEE**

**Individual Members:** Payment of the annual Membership Fee is due when you accept these Terms of Service.

**Corporate Members:** If your employer pays a portion of the annual Membership Fee, payment of the balance is due from you when you accept these Terms of Service. If your employer pays the entire annual Membership fee, you have no payment obligation.

**Members Whose Fees Are Paid By Third Parties:** If a third party membership organization (such as a health or fitness club) pays a portion of the annual Membership Fee, payment of the balance is due from you when you accept these Terms of Service. If the third party membership organization pays the entire annual Membership Fee, you have no payment obligation. If the third party membership pays the Membership Fee on a monthly basis, you will have no payment obligation. However, if your third party organization membership is cancelled or terminated, you will become personally responsible for payment of the STR!VE Membership Fee and STR!VE will send you an invoice for the annual Membership Fee, which will be prorated for the remainder of the then current membership year.

Prior to the end of your first membership year and annually thereafter, STR!VE will send an invoice for the Annual Membership Fee to you at the email address you have provided to STR!VE.

## **PRIVATE AND GOVERNMENTAL HEALTH PLANS AND PROGRAMS**

The Annual Membership Fee is not covered by any private or governmental health insurance plan or program, including Medicare, Blue Cross and Priority Health. You agree not to submit a claim for reimbursement of any portion of the Membership Fee to any private or governmental health insurance plan or program.

## **MEDICAL SERVICES AT STR!VE**

Payment of the Annual Membership Fee is not required in order to receive medical care at STR!VE and there are options for accessing medical services at STR!VE without payment of the Annual Membership Fee. To learn more about the options for accessing medical services at STR!VE without payment of the Annual Membership Fee, contact us at [info@strive4u.org](mailto:info@strive4u.org).

## **HOW STR!VE MAY CONTACT YOU**

You acknowledge and agree that STR!VE may contact you via email, phone or mail regarding your STR!VE membership and Annual Membership Fee.

## **TERM AND TERMINATION OF MEMBERSHIP; NO REFUND OF MEMBERSHIP FEE**

These Terms of Service will remain in full force and effect while you are a member of STR!VE. You may terminate your membership at any time by contacting us at Attn: Membership Services, STR!VE, 161 Ottawa Ave., N.W., Suite 173, Grand Rapids, Michigan 49503 or via email at [info@strive4u.org](mailto:info@strive4u.org). If you terminate your membership, your membership will remain active until the end of your current membership year. If you are discharged as a patient of STR!VE, STR!VE in its sole discretion may terminate your membership at any time by sending a termination notice to you at the email address you have provided to STR!VE. All decisions regarding the termination of membership shall be made in the sole discretion of STR!VE. You understand and agree that there shall be no refund of the annual Membership Fee under any circumstances after you accept these Terms of Service.

## **FEEDBACK**

We welcome your feedback, comments and suggestions for improvements to the Member Benefits. You may contact us at [info@strive4u.org](mailto:info@strive4u.org).

## **NOTICES**

Any notice that STR!VE is required or permitted to provide to you under these Terms of Service will be sufficient if delivered in person, sent by email to the address you have provided to STR!VE, sent by United States mail to the address you have provided to STR!VE or sent by a recognized overnight express mail service to the address you have provided to STR!VE. For notices sent by email, the date of receipt will be deemed the date on which such notice is transmitted. For notices sent by United States mail, the date of receipt will be deemed the date that is three days after the postmark. For notice sent by overnight express mail, the date of receipt will be the date which is the day after the notice was delivered to the overnight courier.

## **ENFORCEABILITY**

If any provision of these Terms of Service is found invalid, illegal or unenforceable, under any applicable statute or rule of law, or is found inconsistent with the rules or policies of any private or governmental health plan or program, then that provision or portion of these Terms of Service will be deemed omitted, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

## **MEDICAL SERVICE COVERED BY A HEALTH PLAN OR PROGRAM**

These Terms of Service do not apply to the delivery by STR!VE of any medical services that are covered by your health insurance plan or by any other private or governmental health insurance plan or program, including Medicare, Blue Cross and Priority Health.

## **ASSIGNMENT OF MEMBERSHIP PROHIBITED**

Your membership in STR!VE and these Terms of Service may not be assigned, delegated or transferred by you.

## **GENERAL TERMS OF SERVICE**

These Terms of Service will be construed under the laws of the State of Michigan. These Terms of Service contain the entire understanding between STR!VE and you regarding your membership in STR!VE and delivery of the Enhanced Service and supersede all negotiations, prior or contemporaneous discussions, agreements, or understandings, whether written or oral. No failure by either you or STR!VE to insist upon the strict performance of any term or condition of these Terms of Service, or to exercise any right or remedy consequent upon a breach thereof, will constitute a waiver of any such breach or any subsequent breach of such term, or condition. No waiver of any breach will affect or alter these Terms of Service, but each and every term and condition of these Terms of Service will continue in full force and effect with respect to any other then existing or subsequent breach thereof. You agree that there shall be no third party beneficiaries to your STR!VE Membership.

## **HOW YOU MAY CONTACT STR!VE**

If you have any questions regarding these Terms of Service, your membership in STR!VE or the Member Benefits, please contact STR!VE at [info@strive4u.org](mailto:info@strive4u.org).

## **ACCEPTANCE OF TERMS OF SERVICE**

These terms are a contract that sets forth the legally binding terms of your use of the Member Benefits. By checking the "I ACCEPT" box associated with these Terms of Service, you accept these Terms of Service and agree to the terms, conditions and notices contained or referenced herein. The Terms of Service may be modified by STR!VE from time to time, at its sole discretion, with such modifications to be effective upon notice to you and posting by STR!VE on the STR!VE website. If you receive a notice that these Terms and Conditions have been modified, it is important that you visit the website to review the changes because if you continue to use the Member Benefits after STR!VE has notified you and posted the modifications, you will be deemed to have accepted the modified Terms of Service and agree to be bound by them.