

ECLECTIC HEALTH SUBSCRIBER
MEMBERSHIP AGREEMENT

V1-05.30.06

ECLECTIC HEALTH INSURANCE SERVICES, A DIVISION OF PERENNIAL PARTNERS, INC. (PETALUMA, CA) MAKES YOUR *INTEGRATIVE WELLNESS DISCOUNT CARD™* ACCOUNT AVAILABLE TO YOU UNDER THE FOLLOWING TERMS AND CONDITIONS.

PLEASE READ THESE AGREEMENTS BEFORE YOU ACTIVATE YOUR CARD. BY USING YOUR CARD TO PURCHASE SERVICES AND / OR PRODUCTS, YOU ACTIVATE YOUR ACCOUNT AND ACKNOWLEDGE YOUR RECEIPT OF AND AGREEMENT WITH THESE TERMS AND CONDITIONS AND ANY AMENDMENTS MADE HEREAFTER.

NOTICE TO SUBSCRIBER / ACCOUNT HOLDER

1. Eclectic Health reserves the right to refuse membership to anyone for any reason, and at its sole discretion to cancel or otherwise change the terms of this agreement without prior notice. All such changes must be delivered to you the account holder in writing within 30 days of their formality.
2. All adult subscribers must open their own account. Dependant children under 18 shall receive the same benefits of their parent / guardian without requiring their own account.
3. Your Eclectic Health account is not transferable in any way and may not be assigned to any third party EXCEPT dependant children under age 18. If transferred you agree to pay for any charges incurred by the use of the account issued to you, and to comply with the other terms and conditions set forth herein.
4. Account holders agree that you will not use your account for any purpose that is unlawful or prohibited by these terms. This includes but is not limited to (1) poaching information from the website in connection with contests, pyramid schemes, surveys, marketing campaigns, spamming or any duplicative or unsolicited messages, (2) defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights of Eclectic Health staff, practitioners, and subscribers, (3) transmit or upload any material that contains viruses or any other harmful digital material.

CHARGES, BILLING & TERM

1. You authorize any charges incurred by the use of your account to be billed to you through your debit or credit card. A valid debit or credit card is required to open your account. If the card expires, your account is closed, your billing address changes, or the card is cancelled and replaced owing to loss or theft, you must advise Eclectic Health at once.

2. You may use your account only so long as your debit or credit card remains valid and in good standing. You continue to be responsible to Eclectic Health for any charges resulting from the use of your account after your debit or credit card has been terminated, or after you revoke your authorization to Eclectic Health to bill your account, at which time all outstanding charges will be made payable immediately to Eclectic Health.
3. You may provide a new debit or credit card to your account at any time by calling Eclectic Health customer service at (888) 707-5716.
4. Charges for the services will be rated and charged in accordance with the rates or any promotional offer provided explicitly herein. As of June 2006 subscription rates are \$12.95 per month. Rates for subscription renewal are subject to change without prior notice.
5. All initial subscription fees will be billed up-front at the beginning of the initial term. Renewal fees will be billed during the first week of the new term, for a period that shall not exceed the initial term. Renewal fees for subsequent terms shall be billed automatically into perpetuity until either party of this agreement issues a formal cancellation declaration and the account holder terminates use of the account.

PRACTITIONER NETWORK

1. So long as your account is active and in good standing, you are entitled to receive a 20% discount off the standard rates of all practitioners participating in the Eclectic Health network. Any dispute of this amount is to be arbitrated by Eclectic Health. Some (but not all) practitioners offer a free 'interview' session to new clients before formal treatment / consultation begins.
2. Account holders agree to make appointments with practitioners through the Eclectic Health website. Each practitioner page includes a link to 'Make an Appointment' and is a required prior to the appointment for all account holders who wish to receive a discount. The online appointment system verifies the validity of your account and notifies the practitioner of the discount to which you are entitled. If you do not have internet access, you may call the practitioner directly and request that the practitioner create an appointment request on your behalf. The practitioner will require specific information including your subscriber account number to accomplish this.

ONLINE STORE & RETAIL PARTNERS

1. So long as your account is active and in good standing, you are entitled to receive member discounts (up to 30% off retail) on products in the Eclectic Health online store. You are responsible for sales tax and for a flat shipping and handling fee of \$3.95 for any orders under \$35.00. Exceptions for shipping and handling may apply for exceptionally heavy items.

2. Valid account holders also receive discounts (ranging from 10-20%) at any of its retail partners, including integrative pharmacies, natural body care salons, children's stores, veterinarians, and more.
3. Valid account holders also receive discounts to various seminars, workshops, and retreats co-sponsored by Eclectic Health. These discounts are recognized during the registration process.

DISPUTES, REFUNDS & TERMINATION

1. Any disputes concerning the use of your Eclectic Health account requiring judicial resolution shall be determined in the Courts of the State of California under the laws of the State of California.
2. Any challenges to a charge or request for a refund must be made in writing to Eclectic Health. Please consult customer service at (888) 707-5716 for the mailing address, person of attention, and any applicable forms.
3. With respect to any challenges to charges or refund requests, Eclectic Health shall respond in writing to the account holder at the address in the account holder's member profile. In the case that Eclectic Health grants either a full or partial refund to the disputed charges, said refund will be made at Eclectic Health's discretion by either issuing (1) a credit to your credit card or (2) a company check within 30 days of the claim or refund request.
4. All subscription periods (or terms) are billed on a quarterly or annual basis. To receive a full refund, the account must be terminated by you or Eclectic Health within 30 days of the beginning of each subscription period. Beyond 30 days refunds are calculated on a pro-rata basis but shall not EXCEED one half of the subscription period fees.

LIMITATIONS OF LIABILITY

1. The account holder shall not be liable for the unauthorized use of your account after formal termination of the account has been processed. Eclectic Health requests that all account holders destroy membership cards after termination.
2. Any challenges between you the account holder and a practitioner in the Eclectic Health referral program are to be resolved by and between the account holder and the practitioner. Each practitioner is required to have in full force a professional liability insurance policy and to hold Eclectic Health free of any liability resulting from damages incurred by the treatment or service.
3. Under no circumstances shall Eclectic Health be liable for any of the following: (1) damages to your person or property as a result of treatment or services provided by practitioners in the Eclectic Health referral program, (2) third party claims against you for damages, (3) special, incidental, or direct damages or any economic consequential damages, lost profits or lost savings, even if Eclectic Health or its practitioners, vendors, or agents are informed of their possibility.