Wagmo Wellness

Universal Membership Agreement

Welcome to Wagmo! This document (the “Membership Agreement”) outlines the essential details of Your Wellness membership. Our goal is to ensure You have a clear understanding of Your membership’s benefits and features, empowering You to make the most of Your experience with us.

- **Wagmo Wellness is not an insurance product.** Wagmo Wellness membership is offered separately and distinctly from insurance, and You may purchase either product on a standalone basis. Our Wagmo Wellness plans are designed for routine and preventative care, whereas Wagmo Insurance is designed 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 designed to identify, diagnose, or recheck an accident, illness, and/or medical concern. This means if You visit a vet due to concerns over physical symptoms Your pet is exhibiting, that visit will not be reimbursed under Your Wellness plan (but we do have Insurance plans that may cover Your pet in those instances).
- Please review this document carefully. Let’s dive into the details.

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 or during open enrollment. The words "We," "Us," and "Our" refer to Wagmo or the Wagmo’s designated representative. The words “Plan” and “membership agreement” refer to Your Wagmo Wellness plan. The words “Plan Year” or “Plan Term” refers to a 12-month period from your plan start date.

You will also find sections or subsections of this document labeled “Direct Purchase Plans,” or “Employer Plans.”

-  “Direct Purchase Plans” refers to plans purchased directly from our website, including plans for which Your employer provided a discount code. This plan type applies to You if You pay for Your plan via Your own credit card. For Direct Purchase Plans, the Plan Year begins on the date Your first successful payment is processed.
-  “Employer Plans” refers to plans for which You enroll as a benefit through Your employer or Your employer’s benefit provider. This plan type typically involves membership fees being deducted directly from Your paycheck or being paid by Your employer. For Employer Plans, the Plan Year is determined by Your employer’s benefits schedule. If Your employer enrolls You mid-plan year, Your initial Plan Year may be shorter than 12 months, aligning with Your company’s benefits cycle.

2. Reimbursement & Eligibility

We'll reimburse You for eligible expenses up to the benefit amount outlined in Your Wagmo Wellness plan. Wagmo Wellness only reimburses for eligible 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.

For Direct Purchase Plans, membership begins as soon as payment is processed and Wagmo will only reimburse expenses incurred after the official date and time of successful payment which commences Your membership. 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.

For Employer Plans, membership begins on the Plan Effective Date as defined by Your employer. Wagmo can only reimburse for expenses incurred on or after the Plan Effective Date.

3. Categories of Eligible Services

- Wellness exam fees
- Vaccines
- Routine bloodwork
- Fecal tests
- Urinalysis
- Grooming
- Flea, tick, and heartworm prevention
- Dental prophylaxis (in other words, preventative dental care)
- VETalk virtual pet care

Reimbursement is limited to preventative and routine care only, and does not include any form of diagnostics or treatment for an accident, illness, or emergency. Wagmo reserves the right to amend eligibility under any category of eligible services as needed at any time during the membership. We may also contact veterinarians for additional information needed to process Your claim, including to confirm the purpose of the visit was routine. Please refer to the end of this document for details on membership utilization.

Eligible services and benefit/utilization limits are dependent on which Wellness plan You selected. See Your Wagmo account dashboard for specific details about Your plan.

4. Exclusions

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

The following items and services are explicitly excluded under 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 fees, collection fees, material fees, waste fees, or clinical support fees.

(e) Services or products received or purchased prior to the effective date and time for Your Wellness Membership plan.

(f) Spay or neuter services

(g) Microchipping services

(h) Deworming services

5. Claims Procedures

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

1. **Submit a copy or 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 on the invoice (to confirm the procedure / purchase was for that specific pet). If You have multiple pets, make sure the invoice indicates which services are for each one, as You will need to submit separate claims for each individual pet.
    - The total amount billed and proof of payment
    - The full list of procedures or individual items billed, including discounts and taxes
    - 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.
2. **You must submit Your claim as soon as practicable but no later than thirty (30) days after the expiration or renewal 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.**

As a best practice, we recommend always asking Your veterinarian or service provider for a full, itemized receipt with proof of payment. This will help ensure quick processing of Your claim and reimbursement. You can even ask them for up-to-date medical records and attach them to Your claim for faster processing!

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 further explanation. Wagmo may also share any information related to such activity with the appropriate regulatory authority or law enforcement, as necessary and in accordance with applicable law.

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 such pet is owned by You. This Wagmo Wellness plan is not insurance. Plan membership includes only the items listed in exhibit A, up to the corresponding annual maximums.

Please be sure to contact our support team if Your pet passes, is rehomed, or if You move to a new location so we can assist in updating Your account.

7. Accepted Providers

Eligible 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

For Direct Purchase Plans, 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.

For Employer Plans, renewal will occur during Your annual open enrollment period where You can elect to add, drop, or change Your plan selections.

Should Your employer elect to discontinue offering Wagmo Wellness as an employee benefit, You may elect to start a new membership as a Direct Purchase Plan directly in your Wagmo account.

9. Plan Discounts

Wellness plan discounts are exclusive to Wellness and do not apply to any insurance policy issued by Wagmo. Unless otherwise noted, discounts are for one-time use at the time of enrollment and are not stackable. Employer Plans may include a discount on Insurance plans that are separate from any Wellness discounts.

10. Estimated Savings

You understand and acknowledge that advertised savings under the Plan assume utilization of all services included in the Plan and that actual savings may vary.

11. Plan Upgrades and Downgrades

You may elect to upgrade or downgrade the level of the current Plan upon renewal of Your membership or during the annual open enrollment period for Employer Plans. 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.

12. Payments

Direct Purchase Plans

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.

Employer Plans

Your payments to Wagmo will occur via Your employer's payroll deduction system and Your employer's designated payroll schedule. Please consult Your HR department for any questions. Any buy-up into additional products including insurance may be billed directly to Your credit card.

13. Cancellation

Employer Plans

You can only cancel this agreement during annual open enrollment, due to a termination, change in benefits eligibility, or due to the loss of Your pet (rehoming or surrendering or death of a pet within Your household). To cancel this Agreement outside of your annual open enrollment, You must contact Your HR department or benefits team. Please note that proof of rehoming or death may be required.

Direct Purchase Plans

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, You 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. But if You cancel and decide to rejoin later, You will have to pay the listed price at that time.

A. Cancellation by You within 24 hours: If You are newly enrolled and have not been enrolled in a Plan within the preceding 90 days, You 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 You After 24 hours: If You cancel for any reason (including but not limited to death or loss of pet or transfer of ownership), whether before or after Wagmo has reimbursed for approved expenses, Wagmo shall be entitled to retain the entire membership fee. Wagmo shall also be entitled to retain or recover from You 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, You 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 Wagmo 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 during month one of Your membership and have not made any claims, we'll keep a prorated portion of Your payment to cover the first month, and refund You the remaining 11 months worth of fees.

D. Cancellation by Wagmo: We reserve the right to cancel the Plan at any time and for any reason, including but not limited to suspected fraudulent activity. In the event We choose to cancel the Plan for any reason except Your default, Wagmo will waive any future payments due under the Plan and discharge Your 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. Cancellation Fees: Plans canceled before policy renewal may be subject to a cancellation fee. Here is a high-level overview of how cancellation fees are applied 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

Direct Purchase Plans Only

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

Direct Purchase Plans Only

Whether or not a legal action is commenced, You agree to pay and reimburse Wagmo for all fees in accordance with and as permitted by applicable law. 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 Wagmo by You, 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. **By accepting this Membership Agreement and signing up for a Wellness membership, you hereby waive your right to bring any claim against Wagmo in a class action.** 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 - Reimbursement Limits

Values listed below represent the maximum annual reimbursement per category for Direct Purchase Plans. Employer Plans may vary in limits and perks. Log into Your Wagmo account to check specific limits and remaining balances of Your plan. Reimbursement categories and amounts are subject to change.

	Value		Classic		Deluxe	
	Annual Usage Limit	Annual Dollar Limit	Annual Usage Limit	Annual Dollar Limit	Annual Usage Limit	Annual Dollar Limit
Routine Exams	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	-	-	N/A	$100	N/A	$200
Flea/Tick/ Heartworm Prevention	-	-	N/A	$100	N/A	$200
Preventative Dental Care	-	-	-	-	N/A	$100
VETalk (Virtual Pet Care Chat & Video)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
VETalk (Virtual Pet Training)	-	-	-	-	3 sessions	N/A
Annual Value	~$800		~$1,100		~$1,700	

Some services have both a max reimbursement dollar amount and a utilization limit. For example for a Value plan You can submit claims for two vaccine shots, or up to $100, whichever is met first.