



Monarch Health Promotions

Terms and Conditions

Any Service Order and the Service Terms below comprise the entire agreement (“Agreement”) between you and MONARCH HEALTH PROMOTIONS. This Agreement is not effective until accepted by MONARCH HEALTH PROMOTIONS, and is governed by Arizona law without regard to its choice of law principles. You should keep copies of these Terms and Conditions and any sales receipts or other materials, for your records. Monarch Health Promotions reserves the right to substitute, cancel, or add to any part of the Terms and Conditions, or end the offer and/or service at any time without notice.

Coaching/Training Packages

Must be completed within 4 months unless prior arrangements have been made. NO REFUNDS FOR ANY REASON.

Termination

Monarch Health Promotions and its affiliates reserve the right to refuse, limit or cancel any coaching, training session and/or membership if a client has displayed unreasonable behavior; is deemed to be abusive or disruptive; has otherwise breached these Terms and Conditions or at its sole discretion.

Minors

If Monarch Health Promotions Coaching Services are purchased by a minor (under 18) or on a minor’s behalf, an adult must authorize and consent to these Terms and Conditions.

Wellness Coaching Service Terms

Wellness Coaching is intended for informational purposes only. Coaching services are not a substitute for medical care and are not intended as a substitute for consulting with your physician or other health care providers. Wellness Coaching services are not intended to diagnose or treat any condition. Any attempt to diagnose and treat an illness should be done under the direction of a doctor.

Privacy

You agree and understand that it is necessary for Monarch Health Promotions and its affiliates to request and collect personal and private health information and use your information in order to perform the services and support obligations under these Terms and Conditions. Monarch Health Promotions and its affiliates will protect your information in accordance with applicable laws.

Cancellation; Renewal of Memberships

This Agreement is effective for one year, and automatically renews at the end of the policy Term for successive one-year periods, unless either party gives the required 30-day written notice at least 2 weeks prior to the end of the current Term. Either party may cancel at any time upon 30 days written notice. Upon receipt of the 30-day cancellation notice, the remaining balance on the yearly term will be charged on the customer’s credit card on file.

Special Note for Memberships:

Continued use of the members only service beyond the eligible period may result in a charge for membership at the standard consumer membership retail rate.



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Patient Education Materials

From time to time MONARCH HEALTH PROMOTIONS will make available flyers, brochures, patient handout materials and / or newsletters for distribution. MONARCH HEALTH PROMOTIONS offers this additional information as an added service, as such, there are no promises expressed or implied of the frequency or availability of the production of these materials. It is your responsibility to review the materials to ensure that it contains content that may conflict with state regulations.

Warranty

MONARCH HEALTH PROMOTIONS WELLNESS SERVICES ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY. To the maximum extent permitted by law, all coaching, consulting and training services, including any documentation, publications, or other information provided therein by or on behalf of Monarch Health Promotions to clients, are furnished on an "AS-IS" basis without warranty of any kind as to its accuracy and completeness. THE WARRANTIES, CONDITIONS, AND REMEDIES CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS, AND REPRESENTATIONS. EXCEPT AS PROVIDED HEREIN, AS PERMITTED BY APPLICABLE LAW, MONARCH HEALTH PROMOTIONS SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS, OBLIGATIONS, AND REPRESENTATIONS RELATED TO OR ARISING IN ANY WAY OUT OF THESE TERMS AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, CARE, SKILL, OR FITNESS FOR A PARTICULAR PURPOSE. No Monarch Health Promotions employee or agent is authorized to make any modifications, extension, or addition to this warranty.

Limitation of Liability

MONARCH HEALTH PROMOTIONS AND ITS AFFILIATES, EMPLOYEES, AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY MONARCH HEALTH PROMOTIONS WELLNESS PROGRAMS OR SERVICES. You agree to defend, indemnify and hold harmless MONARCH HEALTH PROMOTIONS, its principals, employees, contractors, affiliates, licensors, and anyone else who has been involved in the creation, production, promotion or delivery of these service, from any and all claims and damages arising from your use of the service and/or breach of any of the terms and conditions set forth herein. To the maximum extent permitted by applicable law, Monarch Health Promotions and its affiliates, employees, and agents, total aggregate liability to a customer for any and all claims arising under any of Monarch Health Promotions Wellness Programming, Coaching, Consulting, Training and Membership Services shall not exceed the clients cost of their original purchase.