



404 E. Main Street, Battle Ground, WA 98604  
drgrover@holismahealthcare.com

P: 360.776.9299  
F: 360.687.7800

## TERMS OF SERVICE

These terms of service ("**Terms**") are the agreement between you, as client (referred to interchangeably as "you" and "client"), and Dr. Grover, as service provider (also referred to as "us" or "our"), regarding the Services described below. By requesting Services, accessing or using our website at ([www.holismahealthcare.com](http://www.holismahealthcare.com)) ("**Site**") or accessing or using our Client Portal and using the services on the Site or Client Portal, you indicate your agreement with these Terms and the Terms are a legal contract between you and us regarding your use of the Services. If you do not agree with these Terms, do not use the Site, Client Portal, or Services.

### DEFINITIONS

1. "**Client**" means any person seeking the consultation, advice, or Services from Dr. Grover or from a practitioner affiliated with Dr. Grover, regardless of whether such person pays for such Services.
2. "**Client Portal**" means a HIPAA-compliant online electronic health records platform known as "Cliniko."
3. "**Dispensary Platform**" means a HIPAA-compliant online dispensary platform known as "Fullscript."
4. "**Dr. Grover**" means Holisma Healthcare, PLLC
5. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996.
6. "**Identifiable health information**" means health information (a) that is collected from a client and created or received by a practitioner, another healthcare provider, a health plan, or an employer, (b) that identifies a client or there is reasonable basis to believe the information may identify a client, and (c) relates to (i) a client's past, present, or future physical or mental health or condition; (ii) the provision of health care to a client; or (iii) any past, present, or future payment for the provision of health care by a client.
7. "**Practitioner**" means a Naturopathic Doctor, Acupuncturist, Medical Doctor, Chiropractor, Osteopathic Doctor, or other consulting provider employed by or under contract with Dr. Grover.
8. "**Services**" means, subject to the limitations described below, any consultation, discussion, prescription, recommendation, or furnishing of educational materials to a client by Dr. Grover.

### PROVISION OF SERVICES

All Services provided by Dr. Grover shall be provided by Dr. Mikailah Grover, a Naturopathic Doctor (ND) licensed in the state of Washington, or by such practitioner or practitioners identified by Dr. Grover as having subject matter expertise necessary or convenient to the provision of the Services.

*Dr. Mikailah Grover is not a medical doctor (MD). Dr. Grover does not provide Primary care medical care or emergency medical care. In the case of an emergency or a medical condition, please see your primary care physician or the emergency room of the nearest hospital.*

### PAYMENT

At the time you book your consultation, you will be asked to provide billing information for the credit card you will use to pay for your consultation fee. Dr. Grover bills via TMC (total merchant concepts) and accepts Visa, Discover, Mastercard, and American Express for payment. Your credit card will only be charged once your consultation is complete or as provided in the cancellation policy below. If there are charges in addition to your consultation fee (for example, the purchase of supplements or other products), you will receive a separate invoice or receipt for these



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additional charges. If you have explicitly authorized us to charge the card on file for these additional charges, payment will be processed immediately and you will receive an emailed receipt. Otherwise, payment is due within seven (7) days of your receipt of the invoice. You may call our office during our normal business hours at 360-776-9299 to authorize us to charge the credit card on file that was used to pay your consultation fee or to provide the billing information of another credit card.

#### **LATE PAYMENTS**

If you fail to pay the entire amount owed for your consultation within 24 hours or fail to pay any additional charges within seven (7) days, a late charge of \$50 will be assessed to the credit card we have on file and interest will accrue on any unpaid amount at a rate of 9.00% [monthly] from the date the payment was due.

#### **CANCELLATION POLICY**

Dr. Grover requires notice of cancellation at least 24 hours' in advance of a scheduled consultation time. Missed consultations without notification will be charged the full consultation fee. Consultations cancelled with less than 24 hours' notice will be charged a fee equal to 50 percent of the consultation fee.

#### **TERMINATION OF SERVICES**

Either Client or Dr. Grover may terminate the relationship and any future Services at any time and for any reason by giving written notice of termination to the other party. Termination of the relationship and of Services does not alter Client's obligation to pay for all Services rendered in accordance with these Terms.

#### **CLIENT PORTAL, DISPENSARY PLATFORM, AND CLIENT COMMUNICATIONS**

The Client Portal and Dispensary Platform present more secure options for communicating recommendations or identifiable health information between practitioner and Client than electronic mail, and serve as a repository for Clients to access prior recommendations. It is expected that all Client communications will be conducted through the Client Portal and any recommendation for dietary supplements will be made through the Dispensary Platform. Client will be required to set up a free account with the Client Portal and with the Dispensary Platform to access the services provided by the Client Portal and the Dispensary Platform.

Information sent by electronic mail may not be protected due to lack of encryption or other protective measures and information sent by electronic mail could be intercepted by a third party. Initiating an email with a practitioner containing identifiable health information in the body or as attachments, such as lab reports, chart notes, or details of health status serves as agreement that the Client chooses and accepts any and all risks associated with sharing identifiable health information via electronic mail, and authorizes and directs practitioner to respond to electronic mail containing the same or new identifiable health information. Dr. Grover will protect Client identifiable health information in accordance with the Notice of Privacy Practices maintained at:

[www.holismahealthcare.com/new-patients](http://www.holismahealthcare.com/new-patients)



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Services may be provided by electronic means, including by means of video conferencing, messaging, or chat functions. Communications by and information sent by such electronic means may not be protected due to lack of encryption or other protective measures and could be intercepted by a third party. By requesting Services via electronic means, Client accepts any and all risks associated with communicating, including sharing identifiable health information, and receiving Services by electronic means.

### **COOPERATION**

To ensure effective and appropriate Services are made available to Client, Client is expected to (a) be candid and cooperative with the Practitioner; (b) keep Practitioner informed with complete and candid information relevant to the Services; and (c) discuss any problems or concerns with the Practitioner.

### **DISCLOSURES**

*Dr. Grover may receive a commission on products purchased through the Dispensary Platform.*

Notwithstanding any relationship between Dr. Grover and the Dispensary Platform, all recommendations made by Dr. Grover for products sold through the Dispensary Platform will be made in good faith and for the purpose of meeting the Client's individual needs. Clients are not obligated to purchase any recommended products from the Dispensary Platform or from Dr. Grover. The decision to not purchase recommended products, or to purchase them elsewhere, will not change the nature of the relationship between Dr. Grover and Client.

### **MODIFICATION OF TERMS**

Upon requesting Services, you accept the Terms in the form posted on the Site. Dr. Grover reserves the right, at our discretion, to change, modify, add, or remove portions of the Terms at any time. Please check the Terms and Notice of Privacy Practices periodically for changes that are made after you initially request Services. Your continued use of the Services after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Terms, Dr. Grover will make reasonable efforts to provide notice to you of such amended Terms, such as by an email notification to the address associated with your account or by posting a notice on communications with you, and such amended terms will be effective against you on the earlier of (i) your actual notice of such changes and (ii) thirty days after Dr. Grover makes a reasonable attempt to provide you such notice. However, changes addressing new functions for a service or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms, you must discontinue your use of the Services. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose.

### **NO REPRESENTATIONS OR WARRANTIES**

Dr. Grover makes no representations, warranties, or guarantees to you of any kind. The Site and the Services are offered strictly on an as-is, where-is basis and, without limiting the generality of the foregoing, are offered without any representation as to merchantability or fitness for any particular purpose.

*YOU EXPRESSLY AGREE THAT USE OF THE SERVICES AND CONDUCTING TRANSACTIONS RELATED TO IT ARE AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ANY CONTENT, INFORMATION, SERVICES, AND RECOMMENDATIONS PROVIDED THROUGH OR IN CONNECTION WITH THE SERVICES {INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY SERVICES AND MATERIALS} ARE PROVIDED TO YOU ON AN "AS*



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*IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY DR. GROVER OR ITS AUTHORIZED AGENTS OR REPRESENTATIVES WILL BE DEEMED TO CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.*

### **LIMITATION OF LIABILITY AND RELEASE**

Except as may be provided in these Terms, Dr. Grover assumes no liability or responsibility for and shall have no liability or responsibility for any claim, application, loss, injury, delay, accident, cost, business interruption costs, or any other expenses (including, without limitation, attorneys' fees or the costs of any claim or suit), nor for any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or any and all other commercial losses (collectively, referred to herein as "**Losses**") directly or indirectly arising out of or related to: (a) the Services and your use of the Services, (b) the Site and your use of it, (c) the Terms, (d) the Client Portal, your use of it, and your use of its services, and (e) the Dispensary Platform, your use of it, and your use of its services.

You hereby agree to release Dr. Grover from liability for any and all Losses, and you shall indemnify and save and hold Dr. Grover harmless from and against all Losses. The foregoing limitations of liability shall apply whether the alleged liability or Losses are based on contract, negligence, tort, unjust enrichment, strict liability, violation of law or regulation, or any other basis, even if Dr. Grover has been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of any other remedies.

*YOUR EXCLUSIVE REMEDY UNDER THESE TERMS IS FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICES.*

### **THIRD PARTY SERVICES AND MATERIALS**

The Site, Client Portal, and Dispensary Platform will contain content, data, information, applications, services, or materials from third parties ("Third Party Services and Materials") or provide links to certain third party web sites and apps. By using the Services, you acknowledge and agree that Dr. Grover is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, availability, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Services and Materials, web sites or apps. Dr. Grover does not warrant or endorse and will not have any liability or responsibility to you or any other person for any Third Party Services and Materials. Third Party Services and Materials and links to other web sites are provided solely as a convenience to you.

### **ENTIRE AGREEMENT**

These Terms set forth the entire understanding of the parties with respect to the matters contained in these Terms and there are no promises, covenants or undertakings other than those expressly set forth in these Terms.

EFFECTIVE DATE: May 4th, 2021