Sound Clinic Virtual Care Membership

Terms of Use and Membership Agreement

Last Updated: 11/23/26

These Terms of Use and Membership Agreement ("Agreement") govern your enrollment in and use of the Virtual Care Membership offered by Sound Clinic ("Sound Clinic," "we," "us," or "our").

Please read this Agreement carefully before enrolling. By purchasing, enrolling in, or using the Virtual Care Membership ("Membership"), you acknowledge that you have read, understand, and agree to these Terms.

The Virtual Care Membership is an optional program designed to provide administrative assistance, healthcare navigation, educational resources, and support in coordinating your experience with Sound Clinic's integrative healthcare resources. The Membership is separate from medical services provided by Sound Clinic practitioners.

This Agreement governs the Membership only. Medical services provided by Sound Clinic physicians, nurse practitioners, physician assistants, or other licensed healthcare professionals are governed by applicable medical consent forms, clinical policies, privacy practices, and other agreements applicable to those services.

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1. Description of the Virtual Care Membership

Sound Clinic offers optional Virtual Care Membership enrollment for adults, children, and families. The Membership is designed to provide additional administrative support and healthcare navigation resources to members seeking to better understand and navigate Sound Clinic's integrative care offerings. Benefits apply according to the membership type selected at enrollment.

Membership benefits may include:

- Access to an Integrative Care Navigator for non-clinical administrative and resource-navigation support.
- Assistance with scheduling and coordination of appointments and services available through Sound Clinic.
- Telehealth technology assistance and troubleshooting.
- Assistance navigating Sound Clinic's integrative healthcare resources, educational materials, and service offerings.
- Administrative support related to supplement ordering, including assistance locating products, navigating ordering platforms, and coordinating orders.
- Administrative assistance with specialty laboratory testing logistics, including information regarding available testing resources, ordering processes, and coordination as appropriate.
- Assistance with organizing and following through on practitioner-directed integrative care plans, including helping patients locate resources and understand the administrative steps involved.
- Educational information and access to certain supplemental resources, promotions, or membership offerings made available by Sound Clinic from time to time.

Sound Clinic may modify, add, discontinue, or update Membership benefits, resources, or offerings as reasonably necessary. Membership does not guarantee availability of any particular product, laboratory test, practitioner, service, appointment, or resource.

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2. Membership Is Optional and Separate From Medical Care

The Virtual Care Membership is optional.

Membership is not required to establish or maintain a patient relationship with Sound Clinic, receive medical evaluations or treatment, or access otherwise available covered medical services.

Sound Clinic continues to provide medical services through its insurance-based practice model, subject to provider availability, medical necessity, applicable insurance coverage, eligibility, referral requirements, and the policies and procedures governing those services.

The Membership Fee is not a fee for medical care, medical treatment, insurance-covered services, or guaranteed access to a healthcare practitioner.

Non-members may continue to access available medical services at Sound Clinic without purchasing the Virtual Care Membership. Membership does not guarantee preferential clinical access, priority appointments, increased appointment availability, or a particular treatment outcome.

The Virtual Care Membership is an optional program designed to provide additional support, resources, and guidance for patients interested in exploring Sound Clinic’s integrative care offerings. Membership is separate from the medical care provided at Sound Clinic, and patients may continue to access available medical services without enrolling in the Membership.

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3. Role and Limitations of the Integrative Care Navigator

The Integrative Care Navigator provides non-clinical administrative support, resource navigation, education regarding Sound Clinic's available services, and assistance coordinating the administrative aspects of a patient's experience.

The Integrative Care Navigator is not acting as a physician, nurse practitioner, physician assistant, or other treating healthcare professional solely by virtue of providing Membership services.

The Navigator does not:

- Diagnose or treat medical conditions.
- Perform medical assessments or determine medical necessity.
- Prescribe medications, supplements, or treatments.
- Make independent clinical decisions.
- Interpret laboratory results or provide individualized medical advice.
- Recommend changes to medications or treatment plans in place of a licensed practitioner.
- Replace the clinical judgment, evaluation, or recommendations of a patient's treating practitioner.

Any clinical recommendations, diagnoses, treatment plans, prescriptions, or individualized medical guidance must be provided by an appropriately licensed healthcare professional within the scope of their practice.

When questions arise that require clinical judgment, the Integrative Care Navigator may direct the patient to an appropriate Sound Clinic practitioner or other qualified healthcare professional. The Navigator is not obligated or authorized to provide clinical advice in response to such questions.

Membership does not establish a separate provider-patient relationship with the Integrative Care Navigator.

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4. Integrative Resources, Supplements, and Specialty Laboratory Testing

Sound Clinic offers a variety of integrative healthcare resources that may include supplements, specialty laboratory testing, educational materials, and other wellness-related services or products.

Membership may include administrative assistance in navigating these resources, understanding available options, coordinating orders, and facilitating follow-through with resources recommended or discussed by a Sound Clinic practitioner.

Membership does not include the cost of supplements, specialty laboratory testing, medications, procedures, outside services, or other products unless expressly stated in writing by Sound Clinic.

Such products and services may be subject to separate fees, ordering requirements, availability, provider recommendations, and applicable terms and conditions.

The Integrative Care Navigator may assist with administrative coordination of practitioner-directed plans but does not independently determine whether a supplement, laboratory test, or other intervention is medically appropriate for an individual patient.

Patients are encouraged to discuss questions regarding the safety, appropriateness, risks, benefits, interactions, or use of supplements, laboratory testing, or other interventions with their treating practitioner.

Sound Clinic does not guarantee that supplements, specialty laboratory testing, or other integrative resources will be covered by insurance. Patients are responsible for understanding and paying any separate costs associated with these products or services.

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5. Membership Fees, Renewal, and Cancellation

The annual Virtual Care Membership fees are based on the enrollment type selected:

- **Adult Membership: $149 per year**
- **Child Membership: $119 per year**
- **Family Membership: $499 per year**

The selected membership type and applicable fee will be identified at enrollment. Family Membership coverage applies to the family members designated as part of the enrollment, subject to the enrollment details and program terms provided by Sound Clinic.

The Membership begins upon completion of enrollment and payment and remains active for the applicable membership term.

The applicable Membership Fee covers the administrative, educational, navigation, and supplemental resources described in this Agreement for the selected membership type. The Membership Fee is separate from fees for medical services, products, supplements, laboratory testing, or other services that may be billed separately.

Membership fees are not insurance premiums and do not constitute payment for insurance-covered medical services. Members are responsible for determining whether the Virtual Care Membership fee is eligible for reimbursement through their Health Savings Account (HSA), Flexible Spending Account (FSA), insurance plan, or other healthcare benefit program. Eligibility and reimbursement requirements vary by plan and applicable regulations, and Sound Clinic cannot guarantee that Membership fees will qualify for reimbursement.

Renewal

Membership renews automatically on an annual basis.

The member authorizes Sound Clinic or its designated payment processor to charge the designated payment method for the renewal Membership Fee at the applicable renewal date.

Sound Clinic will provide notice of any material change to the Membership Fee or renewal terms as required by applicable law.

Cancellation

Members may cancel their Membership at any time by contacting Sound Clinic through the designated cancellation process or by contacting the clinic directly at 303-698-0333.

Cancellation will prevent future renewal charges once processed.

Unless otherwise required by law or expressly provided by Sound Clinic, cancellation of Membership does not entitle the member to a prorated refund of the Membership Fee for the remaining portion of the membership term. The member may continue to receive applicable Membership benefits through the end of the paid membership period, subject to these Terms and the availability of those benefits.

Cancellation of Membership does not cancel, alter, or otherwise affect a patient's relationship with Sound Clinic for medical services.

Sound Clinic reserves the right to discontinue or terminate a Membership in accordance with this Agreement.

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6. Account Registration and Security

Members may be asked to provide certain information when enrolling in or accessing Membership services. Members agree to provide accurate, current, and complete information and to update it as needed.

Members are responsible for maintaining the confidentiality and security of their account information, login credentials, and access methods associated with their Membership. Members agree to notify Sound Clinic promptly if they become aware of unauthorized access to or use of their account.

Membership access, login credentials, and account privileges are intended for the enrolled member's personal use and may not be shared, transferred, or used on behalf of another person unless expressly authorized by Sound Clinic.

Members are responsible for taking reasonable steps to protect their account and access information. Sound Clinic is not responsible for loss or damage resulting from unauthorized access attributable to a member's failure to reasonably safeguard their account information, except as otherwise required by law.

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7. Termination and Suspension of Membership

Members may discontinue use of Membership services at any time and may cancel their Membership as described in Section 5.

Sound Clinic may suspend, restrict, or terminate Membership access when reasonably necessary, including in circumstances involving:

- Violation of this Agreement.
- Fraudulent, abusive, threatening, or inappropriate conduct.
- Misuse of Membership resources or systems.
- Security concerns.
- Operational, staffing, or program changes.
- Discontinuation of the Membership program.

If Sound Clinic terminates a Membership for reasons unrelated to a member's violation of this Agreement, Sound Clinic may provide a prorated refund for the unused portion of the membership term, as appropriate and subject to applicable law.

Termination or cancellation of Membership does not automatically terminate or alter any existing medical relationship with Sound Clinic.

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8. Acceptable Use

Membership services are intended for personal, non-commercial use.

Members agree not to:

- Use Membership services for unlawful purposes.
- Misrepresent personal information.
- Interfere with the operation or security of Sound Clinic's systems or services.
- Attempt to access systems, accounts, or information for which they are not authorized.
- Use Membership resources to infringe upon the rights of others.

- Share, reproduce, distribute, or commercially exploit proprietary Membership materials without written authorization.
- Engage in abusive, harassing, threatening, or disruptive conduct toward Sound Clinic staff, practitioners, or other individuals.
- Use Membership services on behalf of another individual without appropriate authorization.

Sound Clinic may restrict or terminate access to Membership services for conduct that violates this Agreement or otherwise interferes with the safe and appropriate operation of the clinic.

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9. Communications and Electronic Consent

By enrolling in Membership, you agree that Sound Clinic may communicate with you regarding Membership enrollment, billing, renewal, cancellation, scheduling assistance, administrative navigation, program updates, and other matters related to the Membership.

Communications may occur by email, telephone, text message, secure messaging, or other communication methods for which you have provided contact information or consent, subject to applicable law and your communication preferences.

Certain communications necessary to administer Membership, including billing notices, security notifications, changes to these Terms, and information regarding your Membership status, may be necessary to maintain your Membership.

You may update your contact information or communication preferences by contacting Sound Clinic.

Clinical communications and communications involving protected health information are subject to applicable privacy laws, Sound Clinic's Notice of Privacy Practices, and any applicable consent or authorization requirements.

Consent to Membership communications does not replace any separate consent required for medical communications, telehealth, or other clinical services.

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10. Privacy and Confidentiality

Sound Clinic takes privacy and the confidentiality of personal information seriously.

Information collected in connection with Membership will be handled in accordance with applicable law, Sound Clinic's Privacy Policy, Notice of Privacy Practices, and applicable security and confidentiality practices.

Membership administrative information may be used as reasonably necessary to administer Membership, provide navigation support, coordinate requested resources, communicate with members, process payments, and improve Membership services.

Where Membership-related activities involve protected health information, such information will be handled in accordance with applicable privacy and security requirements, including HIPAA where applicable.

Membership does not authorize disclosure of a member's medical information to individuals who are not otherwise authorized to receive such information.

Members may contact Sound Clinic with questions regarding privacy or confidentiality practices.

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11. Educational Information and Disclaimer

Membership resources, educational information, website materials, communications, and general information provided through the Virtual Care Membership are intended to support education, administrative navigation, and awareness of available resources.

Such information is not intended to replace individualized medical advice, diagnosis, treatment, or recommendations from a licensed healthcare professional.

Medical decisions should be made in consultation with an appropriately qualified healthcare professional who is familiar with the individual's medical history, symptoms, examination findings, and clinical circumstances.

Members should not delay seeking medical care, disregard a practitioner's advice, or discontinue prescribed treatment based on information obtained through Membership resources.

In the event of a medical emergency, members should call 911 or seek immediate emergency medical care. Membership services are not designed or intended to provide emergency response, urgent medical evaluation, or emergency treatment.

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12. Disclaimer of Warranties and Limitation of Liability

Membership services are provided on an “as available” basis. Sound Clinic will make reasonable efforts to provide the Membership benefits described in this Agreement but does not guarantee uninterrupted availability, availability of any specific resource, product, service, or personnel, or that Membership will meet every individual member's expectations or needs.

To the extent permitted by applicable law, Sound Clinic disclaims warranties relating to the Membership services, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Nothing in this Agreement is intended to disclaim, limit, or waive liability for professional medical services, negligence, malpractice, or any other liability that cannot legally be waived or limited under applicable law.

To the extent permitted by law, Sound Clinic shall not be liable for indirect, incidental, consequential, special, or punitive damages arising solely from the use of or inability to use Membership services.

Nothing in this Section limits rights or remedies that cannot be excluded under applicable law.

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13. Third-Party Resources and Links

Membership may provide information, links, access, or administrative assistance relating to third-party services, products, laboratory vendors, supplement suppliers, educational resources, or other external platforms.

These third-party services and products are not necessarily owned or operated by Sound Clinic and may be subject to separate terms, privacy practices, fees, policies, and conditions.

Sound Clinic does not control all third-party services and is not responsible for their independent operations, availability, content, privacy practices, product performance, or terms of use, except as otherwise required by law.

The inclusion or discussion of a third-party resource does not constitute a guarantee or endorsement of every product, service, or claim made by that third party.

Members are responsible for reviewing applicable third-party terms, costs, and policies before purchasing or using third-party products or services.

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14. Dispute Resolution

Any disputes arising out of or relating to this Agreement or Membership services will be addressed in accordance with applicable law.

Nothing in this Agreement limits a member's right to file a complaint with an applicable regulatory agency, licensing authority, insurance regulator, or other governmental entity.

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15. General Provisions

This Agreement constitutes the agreement between Sound Clinic and the member regarding the Virtual Care Membership and supersedes prior communications or agreements relating specifically to Membership, except for any separate agreements applicable to medical services, privacy, payment, or other services.

Sound Clinic may update these Terms from time to time. Material changes will be communicated in accordance with applicable law. Continued use of Membership following the effective date of revised Terms constitutes acceptance of the revised Terms to the extent permitted by law.

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law.

This Agreement does not create a partnership, joint venture, employment relationship, or third-party beneficiary relationship between the member and Sound Clinic or any other person.

Failure by Sound Clinic to enforce any provision of this Agreement does not constitute a waiver of its right to enforce that provision in the future.

This Agreement will be governed by the laws of the State of Colorado, without regard to conflict-of-law principles, except where applicable law requires otherwise.

If you have any questions about these Terms, please contact info@soundclinic.com.