



Simplified Wellness Association Terms & Conditions

Simplified Wellness Association (“SWA”) provides its Members with programs and services designed to enhance their lives and stretch the value of their hard-earned dollars. As a SWA Member, you have a wide variety of services and programs and services available, plus the value of group-based insurance programs and services.

Membership Date – Membership in SWA is effective three (3) days after the initial payment is processed unless the date falls on the 29th, 30th or 31st. In such case, the effective date will be the 1st of the month.

Collection of Membership Dues - SWA collects Membership Dues or may utilize a third-party that you will see on your original membership enrollment form.

Program Changes - The programs and services contracted by the Association arranged for inclusion into the membership levels may change at any time. The Association will give a minimum of 30 days’ notice of any such change to the membership programs.

Cancellation - Failure to keep your membership payment up to date will result in cancellation of your membership by SWA. Please note that cancellation of your membership in SWA will also cancel any insurance a Member may have through SWA, since membership in SWA is required in order to remain eligible for the group insurance coverages.

Proxy - In regard to your participation as a Member of Simplified Wellness Association you appoint the Secretary of the Association, in office at any particular time, as your proxy to receive notice of and to attend all meetings of the Members, vote on your behalf, and to otherwise act for you in the same manner and with the same effect as if you were personally present. This proxy shall be valid until revoked by you at any time prior to voting at any meeting, by executing and delivering a written notice of revocation to the Secretary of the Association, by executing and delivering a subsequently dated proxy to the Secretary of the Association, or by voting in person. All meetings will be posted on the Association’s main website. You can access the website at myswa.org. SWA is not an insurer, guarantor or underwriter and does not provide any medical treatment, medical services, products, product liability or guarantees for any Member. Providers of products and services are independent contractors and are not employees or agents of SWA. The final selection of a provider, facility or merchant and the approval or disapproval of products or services are the Member’s choice alone. SWA and its affiliates do not have the responsibility nor liability for a Member or Member’s dependents medical care or for any other goods or services provided to Member or Member’s dependents. Members shall have no recourse against SWA by reason of its referral to a provider of products or services. No payments to medical providers or Members will be made by SWA. All medical providers are independent contractors and are not employees or agents of SWA.

The Membership Agreements are governed and construed in accordance with the laws of the State of Texas. Any dispute or claim in law or equity arising out of this Agreement or any resulting transaction, including disputes or claims involving the parties to this Agreement, their officers, agents, or employees, shall be submitted to neutral, non-binding mediation prior to the commencement of arbitration, litigation, or any other proceeding before a trier of fact. The parties to the dispute or claim agree to act in good faith to participate in mediation, and to identify a mutually acceptable mediator. If a mediator cannot be agreed upon by the parties, each party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator, assisting the parties in attempting to reach a resolution. All parties to the mediation shall share equally in its cost. If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by all parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of this Agreement and other rights and remedies afforded to them by law. Exclusive venue for such mediation shall be in Collin County, Texas. Members shall submit all grievances in writing via U.S. Mail to Simplified Wellness Association, 500 N. Central Expressway, Ste 325, Plano, TX 75074. These provisions shall survive termination of membership. This Agreement constitutes the entire Agreement between Members and SWA. There are no warranties, express or implied, other than those expressly stated herein. This Agreement may only be amended in writing by SWA. SWA may assign its duties and responsibilities hereunder to third parties without notice. These Terms & Conditions are subject to change without notice.