

PM AESTHETICS BILLING AND SERVICE AGREEMENT

Effective Date: May 5, 2026

AGREEMENT TO TERMS

By scheduling an appointment, submitting payment, or receiving services at PM Aesthetics, you ("Patient," "Client," "You") acknowledge that you have read, understood, and agree to be bound by this Billing and Service Agreement, as well as all policies posted on our website at www.pmaesthetics.com/policies.

This is a legally binding contract. If you do not agree to these terms, do not book appointments or receive services.

1. PAYMENT TERMS & REQUIREMENTS




1.1 Payment Due at Time of Service

All services require payment in full at the time of service or booking, prior to treatment.


- We do not bill patients after treatment.
- We do not accept insurance or submit claims to third-party payers.
- We do not accept Health Savings Account (HSA) or Flexible Spending Account (FSA) cards.
- Payment is required regardless of whether you proceed with treatment after consultation.

1.2 Accepted Payment Methods

Fee-Free Payment Methods (In-Clinic):

-  **Debit Card** – No processing fee
-  **Cash** – No processing fee
-  **Cashier's Check** – No processing fee

Credit Card Payments (In-Clinic):



-  **Credit Cards** (Visa, Mastercard, American Express, Discover) – **3% processing fee applies**
- This fee is charged by the credit card companies, not PM Aesthetics
- The fee is disclosed before payment authorization and added to your total

- You may split payment between debit and credit; the 3% fee applies only to the credit card portion

Mobile App Payments:

- All payment methods through the app incur a **1% convenience fee** charged by the app developer to maintain secure mobile payment infrastructure
- This fee applies to ALL payment methods (debit, credit, stored payment) when paying through the app

Active Monthly Members:

-  **Credit card processing fee (3%) is WAIVED** for active members in good standing with recurring monthly billing
-  The 1% app convenience fee still applies when paying through the mobile app
- Members must have no delinquent payments to qualify for fee waiver

1.3 Credit Card Processing Fee Policy

Why we charge this fee:

Our published service prices represent the actual cost of your treatment. We refuse to artificially inflate our pricing by 3-5% across the board to absorb credit card processing fees, which would unfairly burden clients who pay with cash or debit cards.

Example:

- Service cost: \$500.00
- If you pay with **debit, cash, or cashier's check**: \$500.00 (no fee)
- If you pay with **credit card**: \$515.00 (\$500 + \$15 processing fee)
- If you are an **active member**: \$500.00 (fee waived)

Important clarifications:

- This is NOT a PM Aesthetics fee. We do not profit from this charge.
- The 3% goes directly to Visa, Mastercard, American Express, or Discover.
- We pass this fee through at cost with complete transparency rather than hiding it in inflated pricing.

Before completing any credit card transaction, our staff will:

1. Clearly disclose the 3% processing fee and total amount to be charged
2. Offer alternative payment methods to avoid the fee
3. Obtain your explicit authorization to proceed

You will always know exactly what you're paying and why. If you prefer, you're welcome to reschedule or return with a fee-free payment method.

1.4 Financing

Financing through Cherry is available upon request for financially qualified patients. Financing is offered as a **cash flow management tool for credit-savvy patients**, not as a sales tactic to enable spending beyond your means.

We only offer:

- 0% APR short-term plans to minimize financial risk
- Financing to patients with strong credit who use it strategically

We do NOT:

- Use financing to drive sales or increase ticket size
- Encourage financing as a way to "afford" treatments beyond your means
- Market financing prominently or use "low monthly payment" psychology

Treatment plans are based on clinical need, not your ability to finance. If you cannot comfortably afford a treatment with or without financing, we will have an honest conversation about alternatives, phased plans, or waiting until it's financially appropriate.

2. DEPOSIT REQUIREMENTS

2.1 When Deposits Are Required

Deposits are required to secure most appointments:

- **Medical Appointments:** \$50 minimum deposit
- **Toxin Appointments (Botox/Xeomin/Dysport):** \$250 deposit, applied toward minimum \$250 treatment
- **Medical Weight Loss Consultations:** \$200 non-refundable deposit
- **Facials, Peels & Skin Treatments:** \$25 deposit

2.2 Appointments That Do NOT Require Deposits

The following appointments are complimentary and deposit-free:

- Complimentary Virtual Consultations (all types) with Dr. Keady or Anna Keady, PA-C
- Digital Facial Analysis (in-person, with licensed aesthetician)
- Skincare Product Consultation (in-person, with licensed aesthetician)
- **Members-Only Booking Category:** Active paying members are exempt from deposits on all appointments listed in Members-Only Booking

2.3 Deposit Application & Forfeiture

All deposits are applied toward your service or product purchase at checkout.

Deposits are forfeited in the following circumstances:

- **✗ No-shows** (failure to attend scheduled appointment)
- **✗ Late cancellations** (less than 24 hours notice)
- **✗ Consultation without purchase:** If you attend a paid consultation and do not proceed with ANY service or product purchase, your deposit is retained as payment for provider time (may be applied to future visit at our discretion)
- **✗ Non-members booking Members-Only appointments:** Will be rescheduled and may be required to submit a deposit

Repeated no-shows or late cancellations may result in:

- Deposit requirements applied to future bookings (even for normally complimentary appointments)
- Refusal of future appointment scheduling
- Termination of patient relationship at provider discretion

Complimentary appointments represent real provider time. We ask that you cancel with adequate notice if your plans change.

3. REFUND POLICY – STRICT NO REFUND TERMS

3.1 General No-Refund Policy

PM Aesthetics operates under a strict no-refund policy for all services rendered.

Once a service has been performed, payment is final and non-refundable under any circumstances, including but not limited to:

- **✗ Dissatisfaction with results** (aesthetic outcomes are subjective)
- **✗ Change of mind** after treatment
- **✗ Failure to follow pre- or post-treatment instructions**
- **✗ Lifestyle factors** that compromise results (smoking, nicotine use, sun exposure, alcohol consumption)
- **✗ Unrealistic expectations** or misunderstanding of treatment limitations
- **✗ Medical contraindications** discovered after treatment
- **✗ Rescheduling conflicts** or inconvenience
- **✗ Financial hardship** or inability to afford treatment after receiving services

By proceeding with treatment, you acknowledge:

- You have been informed of expected outcomes, risks, and limitations
- You understand results vary by individual and cannot be guaranteed
- You accept full financial responsibility regardless of outcome satisfaction
- You waive any right to chargeback, dispute, or refund request with your credit card company or financial institution

3.2 Product Purchases – No Refunds on Opened Items

Skincare products, supplements, and retail items:

- May be returned for refund ONLY if unopened, unused, and in original packaging within 14 days of purchase
- Once opened or used, all sales are final
- No refunds for products that "didn't work" or caused irritation after use
- No exchanges after 30 days from purchase date

3.3 Gift Cards – No Refunds

- Gift card purchases are final and non-refundable
- If purchased with a credit card, the 3% processing fee applies and is non-refundable
- Gift cards have no expiration date but cannot be redeemed for cash

3.4 Membership Fees – No Refunds on Recurring Charges

- Monthly membership fees are non-refundable once processed
- If you cancel your membership, you will not receive a refund for the current billing cycle
- You remain responsible for any outstanding membership fees, even after cancellation, until your account is settled in full
- No refunds for unused membership benefits or services

3.5 Deposits – Forfeiture Conditions

Deposits are forfeited under the following circumstances (see Section 2.3):

- No-shows
- Late cancellations (less than 24 hours notice)
- Consultations where no service or product is purchased
- Non-compliance with appointment policies

Forfeited deposits are NOT refundable under any circumstances.

3.6 Exceptions – Extremely Limited Circumstances

Refunds may be issued ONLY in the following rare circumstances, at the sole discretion of PM Aesthetics management:

1. **Provider error or negligence** resulting in injury or harm (subject to investigation and medical review)
2. **Service not rendered** due to PM Aesthetics' failure to provide the booked service
3. **Duplicate payment processing error** where you were charged twice for the same service

All refund requests must:

- Be submitted in writing within 7 days of the alleged issue
- Include detailed explanation and supporting documentation
- Be reviewed by PM Aesthetics management
- Receive written approval before any refund is processed

Refund decisions are final and not subject to appeal.

3.7 Chargeback & Dispute Policy

If you initiate a chargeback or payment dispute with your credit card company or financial institution for services rendered:

- Your patient account will be immediately suspended
- You will be permanently barred from future services at PM Aesthetics
- You may be reported to collections for the disputed amount plus any associated fees
- You may be pursued for legal fees and costs incurred in responding to the dispute

By agreeing to this contract, you acknowledge that chargebacks for services already rendered constitute breach of contract and may result in legal action.

If you have a legitimate concern about your service, contact us directly before initiating a chargeback. We are committed to resolving concerns transparently and fairly, but chargebacks for rendered services are considered fraudulent and will be treated as such.

4. TREATMENT OUTCOMES & DISCLAIMERS

4.1 No Guaranteed Results

Aesthetic treatments produce variable outcomes based on individual factors including:

- Age, skin type, medical history, genetics
- Lifestyle factors (smoking, sun exposure, hydration, diet, sleep, alcohol consumption)
- Compliance with pre- and post-treatment protocols
- Realistic vs. unrealistic expectations

We do NOT guarantee specific results, timeframes, or outcomes.

Results that do not meet your personal expectations are NOT grounds for refund, free re-treatment, or additional services at no charge.

4.2 Lifestyle Factors & Treatment Efficacy

PM Aesthetics does NOT offer refunds for treatment outcomes compromised by lifestyle factors, including but not limited to:

- Smoking or nicotine use (cigarettes, cigars, vaping, nicotine pouches, etc.)
- Excessive alcohol consumption
- Sun exposure or failure to use recommended sunscreen
- Failure to follow pre-treatment or post-treatment instructions
- Use of contraindicated medications or supplements
- Poor sleep, hydration, or nutrition

If your lifestyle factors are identified as a contributing cause of diminished results, no complimentary touch-up, additional treatment, or refund will be provided.

4.3 Nicotine Use & Treatment Eligibility (Specific Policy)

All patients are required to accurately disclose current nicotine use during intake and prior to treatment. **Nicotine causes vasoconstriction and impairs tissue metabolism, which accelerates breakdown of neurotoxin products (Botox, Xeomin, Dysport), resulting in measurably shorter duration and less consistent results.**

PM Aesthetics reserves the right to:

- Decline or discontinue neurotoxin services for active nicotine users at provider discretion
- Deny complimentary touch-ups or refunds for outcomes compromised by undisclosed or disclosed nicotine use
- Permanently discontinue services for patients found to be active nicotine users after treatment

Failure to disclose nicotine use constitutes misrepresentation of medical history and may result in termination of patient relationship.

4.4 Follow-Up & Touch-Up Policy

Complimentary follow-up or touch-up services are offered at provider discretion only.

You are NOT automatically entitled to:

- Free touch-ups if you are unsatisfied with results
- Additional units or product if you feel the initial dose was insufficient
- Re-treatment if you did not follow post-care instructions

Complimentary touch-ups are provided ONLY when:

- The provider determines additional treatment is clinically appropriate
- The patient followed all pre- and post-treatment protocols
- The patient disclosed accurate medical history and lifestyle factors
- The patient received the provider-recommended dose at initial treatment

If you decline the provider-recommended treatment dose and later request additional units, you will be charged full price for the additional service.

5. MEMBERSHIP TERMS

5.1 Membership Benefits & Fees

Active members in good standing receive:

- Up to 50% preferred pricing on select services
- Waiver of 3% credit card processing fee (in-clinic payments only)
- Deposit-free booking for Members-Only appointment categories
- Priority scheduling access
- Exclusive member promotions

5.2 Membership Billing & Cancellation

- Membership fees are charged monthly via automatic recurring billing
- Fees are non-refundable once processed
- You may cancel at any time, but no refund will be issued for the current billing cycle
- You remain responsible for any outstanding fees until your account is settled in full
- Delinquent accounts lose member benefits immediately and may be sent to collections

5.3 Membership Termination by PM Aesthetics

PM Aesthetics reserves the right to terminate your membership for:

- Delinquent or failed payments
- Abuse of membership benefits or promotional systems
- Violation of clinic policies
- Abusive, threatening, or inappropriate behavior toward staff

Terminated memberships are not eligible for refunds of any kind.

6. CANCELLATION & NO-SHOW POLICY

6.1 Cancellation Requirements

To avoid forfeiture of your deposit, you must:

- Cancel at least **24 hours in advance** of your scheduled appointment
- Contact us via phone ****(603) 341-7100****, email ****(support@pmaesthetics.com)****, or text (not through the app alone)

Cancellations made with less than 24 hours notice are considered late cancellations and result in forfeiture of deposit.

6.2 No-Show Policy

Failure to attend your scheduled appointment without any notice is considered a no-show.

No-shows result in:

- Immediate forfeiture of deposit
- Potential requirement for deposits on future bookings (even for normally complimentary appointments)
- Risk of being barred from future appointment scheduling
- \$100 fee for weekday and \$200 fee for weekend no shows
- Paying active members are granted two excused appointment violations

Repeated no-shows (3 or more) may result in permanent termination of patient relationship.

6.3 Late Arrivals

- Arriving **more than 15 minutes late** may result in appointment cancellation and forfeiture of deposit
- We cannot guarantee full service if you arrive late, as this impacts other patients' scheduled times
- Late arrivals will NOT receive extended appointment time or discounted pricing

7. PATIENT RESPONSIBILITIES

7.1 Accurate Medical History & Disclosure

You are required to provide complete and accurate information regarding:

- Medical history (conditions, surgeries, allergies)
- Current medications and supplements
- Nicotine, alcohol, and substance use
- Previous aesthetic treatments or procedures
- Pregnancy, breastfeeding, or plans to become pregnant

Failure to disclose accurate medical information:

- Voids any warranty or guarantee of results
- Disqualifies you from complimentary touch-ups or follow-up services
- May result in forfeiture of payment with no refund
- Constitutes breach of this agreement

7.2 Compliance with Pre- & Post-Treatment Instructions

You are responsible for following all provider instructions, including but not limited to:

- Avoiding certain medications, supplements, or activities before treatment
- Following aftercare protocols (ice, elevation, product use, sun protection)
- Attending scheduled follow-up appointments
- Reporting adverse reactions or concerns promptly

Failure to comply with instructions voids any claim to unsatisfactory results and disqualifies you from refunds, complimentary re-treatment, or touch-ups.

7.3 Realistic Expectations

You acknowledge that:

- Aesthetic treatments enhance, but do not transform
- Results vary based on individual factors beyond provider control
- Photos shown during consultation represent ideal outcomes, not guarantees
- Your results may differ from others' results with the same treatment

Unrealistic expectations are not grounds for refund or free re-treatment.

8. PROVIDER RIGHTS & CLINICAL JUDGMENT

8.1 Right to Refuse or Discontinue Services

PM Aesthetics and its providers reserve the absolute right to:

- Refuse service to any patient for any reason, at any time
- Decline treatment if it is not clinically appropriate or safe
- Discontinue services for patients who are non-compliant, abusive, or unreasonable
- Terminate patient relationships for violation of policies or inappropriate behavior

This right is exercised at sole provider discretion and is final.

8.2 Clinical Autonomy

- Treatment recommendations are based on provider clinical judgment, not patient demands
- Providers will NOT perform treatments they believe are unsafe, inappropriate, or unlikely to produce satisfactory results
- You do NOT have the right to demand specific treatments, doses, or protocols
- If you decline provider-recommended treatment and proceed with a lower dose or alternative, you waive any right to complimentary touch-ups or refunds

8.3 Informed Consent

Before any treatment, you will be required to:

- Review and sign an informed consent form
- Acknowledge risks, benefits, and alternatives
- Confirm understanding of expected outcomes and limitations
- Authorize photography for medical records (photos are NEVER used for marketing without separate written consent)

By signing the consent form and this billing agreement, you accept full responsibility for your decision to proceed with treatment.

9. COLLECTIONS & UNPAID BALANCES

9.1 Outstanding Balances

Any unpaid balance, including but not limited to:

- Membership fees
- Treatment costs
- Deposits owed
- Product purchases

Must be paid in full immediately upon request.

9.2 Collections Process

If your account becomes delinquent (30+ days overdue), PM Aesthetics reserves the right to:

- Suspend all services and appointment scheduling
- Terminate membership benefits
- Report the debt to credit bureaus
- Engage a collections agency to recover the outstanding balance
- Pursue legal action to recover the debt plus interest, legal fees, and costs

By agreeing to this contract, you authorize PM Aesthetics to pursue any and all legal remedies to collect unpaid balances.

9.3 Interest & Fees

Unpaid balances may accrue interest at the maximum rate allowed by law. You are responsible for all costs of collection, including but not limited to:

- Legal fees
- Court costs
- Collections agency fees
- Administrative fees

10. DISPUTE RESOLUTION & LEGAL TERMS

10.1 Governing Law

This agreement is governed by the laws of the State of New Hampshire. Any disputes arising from this agreement will be resolved in the courts of Hillsborough County, New Hampshire.

10.2 Arbitration

Any dispute arising from this agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. You waive your right to trial by jury or to participate in a class action lawsuit.

10.3 Severability

If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions remain in full force and effect.

10.4 Entire Agreement

This Billing and Service Agreement, together with all policies posted at www.pmaesthetics.com/policies, constitutes the entire agreement between you and PM Aesthetics. No verbal agreements, representations, or promises outside of this written agreement are binding.

10.5 Modification of Terms

PM Aesthetics reserves the right to modify this agreement at any time. Updated terms will be posted on our website. Continued use of services after modifications constitutes acceptance of the updated terms.

11. CONTACT & QUESTIONS

If you have questions about this agreement, please contact:

PM Aesthetics
265 S River Rd #A
Bedford, NH 03110
(603) 341-7100
support@pmaesthetics.com

ACKNOWLEDGMENT & SIGNATURE

By scheduling an appointment, submitting payment, or receiving services at PM Aesthetics, you acknowledge that you have:

- Read and understood this entire Billing and Service Agreement
- Reviewed all policies posted at www.pmaesthetics.com/policies
- Been given the opportunity to ask questions
- Agree to be legally bound by these terms

You further acknowledge:

- All sales are final; refunds are not available except in extremely limited and unlikely circumstances at sole discretion of PM Aesthetics
- Deposits are forfeited for no-shows, late cancellations, and consultations without purchase
- Credit card processing fees (3%) apply unless you are an active member or use debit/cash/check
- Treatment outcomes are not guaranteed and results vary by individual
- Lifestyle factors that compromise results do not entitle you to refunds or free re-treatment
- PM Aesthetics reserves the right to refuse service, terminate patient relationships, and pursue collections for unpaid balances

Patient Name (Print): _____

Patient Signature: _____

Date: _____

PM Aesthetics Team Member: _____

Date: _____

PM Aesthetics

Bedford, NH | Medicine First. Sales Never. Always.

www.pmaesthetics.com