

PM AESTHETICS BILLING AND SERVICE AGREEMENT

Last Updated: 01/13/2025

BILLING POLICIES AND TERMS OF SERVICE

This Agreement ("Agreement") is entered into between the _____ **(print name)** ("Patient") and Keady Medical Group, PM Aesthetics, and all affiliated entities and brand partners (collectively referred to as "Provider"). By seeking or receiving services from Provider, Patient explicitly agrees to be bound by all terms and conditions set forth herein.

1. PAYMENT AND REFUND POLICY

1.1. All sales are final and irrevocable. Provider maintains a strict no-refund policy that applies to:

- Individual treatments and services
- Treatment packages
- Partially completed services
- Unused services or credits
- Product purchases

1.2. Payment Methods and Associated Fees:

Provider accepts the following payment methods:

- a) Cash - no additional fees
- b) Credit Cards - 3% processing surcharge applies
- c) Debit Cards - 3% processing surcharge applies
- d) Cherry Patient Financing - 3% processing surcharge applies

1.3. Surcharge Acknowledgment:

- a) Patient acknowledges and agrees to pay the 3% surcharge for all non-cash payment methods
- b) Surcharges are non-refundable and apply to the total transaction amount
- c) Patient understands that avoiding surcharges is possible by paying in cash

1.4. Patient explicitly agrees not to initiate any chargebacks, reversals, or payment disputes with their financial institutions regarding services rendered by Provider.

2. MEDICAL OUTCOMES AND EXPECTATIONS

2.1. Patient acknowledges and agrees to the following:

- a) Clinical results vary significantly between individuals
- b) No specific outcome or result is guaranteed
- c) Provider makes no warranties, expressed or implied, regarding treatment efficacy
- d) Optimal results cannot be guaranteed even when procedures are performed correctly
- e) Individual biological responses to treatments cannot be predicted with certainty

2.2. Patient understands that:

- a) Treatments may not achieve desired aesthetic or clinical objectives
- b) Multiple treatments may be necessary to achieve desired results
- c) Some patients may achieve minimal or no improvement

- d) Not all patients will qualify for additional or corrective treatments
- e) In some cases, additional treatments may be contraindicated or could worsen outcomes

3. DISPUTE RESOLUTION

3.1. Any dispute arising from or relating to:

- Medical services rendered
- Billing matters
- Treatment outcomes
- Claims of unnecessary, unauthorized, or improperly rendered services
- Claims of negligence or incompetence

shall be resolved exclusively through binding arbitration in accordance with New Hampshire law.

3.2. Patient expressly waives their right to pursue litigation through courts, except as specifically permitted by New Hampshire law for arbitration review.

4. TREATMENT PROTOCOL

4.1. If Patient is dissatisfied with treatment results, they must:

- a) Notify Provider in writing within 14 days of the treatment.
- b) Schedule a follow-up consultation to document concerns
- c) Comply with Provider's assessment and documentation procedures
- d) Follow Provider's recommendations regarding any remedial treatments, which may come at an additional cost

4.2. Provider reserves the right to:

- a) Determine medical appropriateness of additional treatments
- b) Decline to perform additional procedures based on medical judgment
- c) Modify treatment plans based on patient response
- d) Terminate the provider-patient relationship in accordance with applicable laws

5. REWARDS PROGRAMS AND PROMOTIONAL CREDITS

5.1. Rewards Program Participation

- a) Provider may participate in third-party rewards programs including, but not limited to:

- Xperience (by Merz)

- Alle (by Allergan)

- b) Both staff and patient participation in these programs is entirely voluntary and discretionary

5.2. Promotional Credits and Rewards

- a) Distribution of promotional credits (e.g., \$50 Xperience promos) is:
 - i. At the sole discretion of Provider staff
 - ii. Based on internal sales objectives
 - iii. Subject to clinic-determined goals
 - iv. Not guaranteed for any transaction

- b) Patient acknowledges that:
- i. Not all transactions will qualify for promotional credits
 - ii. Provider receives discretionary credits from manufacturers
 - iii. allocation of these credits is at Provider's sole discretion
 - iv. No patient is entitled to rewards program benefits
 - v. Participation in rewards programs does not guarantee receipt of credits

5.3. No Guarantee of Benefits

Provider makes no guarantees regarding:

- Availability of rewards program benefits
- Qualification for specific promotions
- Value of promotional offers
- Continued participation in any rewards program

6. ACKNOWLEDGMENT

By seeking or receiving services from Provider, Patient certifies that they:

- a) Have read and understood this Agreement
- b) Accept all terms and conditions contained herein
- c) Understand the no-refund policy
- d) Acknowledge the variable nature of treatment outcomes
- e) Accept the specified dispute resolution process
- f) Agree to all financial terms and conditions
- g) Understand and accept the 3% surcharge for all non-cash payment methods
- h) Understand that cash payment avoids all surcharges
- i) Acknowledge that rewards program participation and benefits are discretionary
- j) Understand that not all transactions qualify for promotional credits
- k) Accept that distribution of rewards and credits is at Provider's sole discretion

This Agreement constitutes the entire understanding between Patient and Provider regarding billing policies and treatment expectations.

Signature – Patient or Parent/Guardian

Print Name

Date