

Halcyon Veterinary Hospital

Wellness Plan Participation Agreement Terms & Conditions

This Wellness Plan Participation Agreement is between Benton Road Animal Health Clinic LLC DBA Halcyon Veterinary Hospital, the veterinary practice providing this Wellness Plan, and the participants or participants enrolled in the Wellness Plan. You agree to these terms as a condition of enrollment. We urge you to read this Wellness Plan Participation Agreement carefully. If you have any questions, please call our office at 318-584-7049.

Service Location

We will provide all veterinary services under the Wellness Plan you have selected at the veterinary practice listed above.

Wellness Plan Term

Your Wellness Plan begins on the date that you enroll and is effective for 12 months following your enrollment start date. Should the date of enrollment fall on the 29th, 30th, or 31st, the first payment will be drafted on that day and all recurring payments will be drafted on the first of the corresponding months along with the auto renewal date.

Payment of Wellness Plan Fee

We will automatically collect your Wellness Plan payments (which include the enrollment fee and recurring monthly payments) by a direct charge to your credit card or other accepted form of payment. If your credit card is due to expire during your Wellness Plan term, you must provide us with updated card information at least 30 days before the expiration date. If we cannot process your Plan Fee based on the account information you provide, we will bill any resulting bank fee to your account.

If you have questions about any Wellness Plan payment, you must notify us in writing (or via email) within 45 days from the date we deducted the payments from your account. If you do not notify us within this time, you waive any claim relating to a disputed payment.

Automatic Renewal

This agreement will renew automatically for ongoing 12-month terms. If you do not wish to renew this agreement, you must inform us by phone at (318)584-7049 or in writing at least 30 days before the end of the initial or renewal term. If you wish to switch plans at the end of the renewal term, contact in writing or by phone must be done at least 14 days prior to the automatic renewal. We may change the terms and conditions of this agreement-including fees, services, or payment options-any time you renew it. We will notify you of any changes at least 45 days before renewal: (1) by the primary phone number listed on the Wellness Plan Agreement, (2) by email at an address you provide and agree to keep current, or (3) by regular U.S. mail if you do not provide an email address. You agree to all changes unless you inform us that you will not renew this agreement.

Early Cancellation and Refund Policy

Either you or we may cancel this agreement at any time. Any balances or fees you owe are due in full at the time of cancellation. A \$75.00 Cancellation fee may apply. Any refund you are due may be paid 6 to 8 weeks from the date of cancellation.

Cancellation within 4 business days

If you cancel this agreement for any reason within 4 business days of enrollment, we will refund your enrollment fee and any other fees you have paid, less the undiscounted retail value of all veterinary services received by your pet. If the total undiscounted retail value of the veterinary provided exceeds the total you have paid, you must immediately pay full retail fees for all veterinary services provided, less what you have paid under this agreement during the current term.

Cancellation after 4 business days

If you cancel this agreement after 4 business days of enrollment, we will retain the entire enrollment fee, even if we have not provided veterinary services to your pet. We will also retain or recover all monthly payments you have previously paid or have become due.

If the total undiscounted retail value of the veterinary services received by your pet exceeds the total of monthly payments we have collected during the current agreement term, you must do one of the following:

1. Immediately pay full retail fees for all veterinary services we have provided, less the value of monthly payments you have paid to-date.
2. Immediately pay the remaining value of monthly payments due.
3. Continue making monthly payments through the end of your contract.

Provider Cancellation

We reserve the right to cancel the program at any time for any reason. If we cancel the program for any reason other than your default, we will:

- Waive any future monthly payments due under the program,
- Cancel your obligation under this agreement in full, and
- Refund your enrollment fee and any other fees you have paid, less the undiscounted retail value of all veterinary services received by your pet.

If the total undiscounted retail value of the veterinary services provided exceeds the total you have paid, you must immediately pay full retail fees for all veterinary services provided, less what you have paid under this agreement during the current term.

Late Payment Policy

We will discontinue your Wellness Plan if we do not receive your payments when due. You may reinstate your Wellness Plan by paying all past due balances. You must also pay a \$25.00 reinstatement fee if at least one payment is more than 15 days late.

Wellness Plan Pet Owners

If more than one person signs this agreement as a Pet Owner, each will be responsible individually for all amounts due for Wellness Plan services rendered for your pet. The Pet Owner will also be responsible for any remaining services and vaccines left on the plan. Any remaining services and vaccines at the end of the 12 months will not roll over into future plans.

Third Party Service Providers

We may share your information with outside companies we retain only for the purpose of processing your electronic payments and for other administration services related to your Wellness Plan.

Confidentially and Security

We take confidentiality seriously and use physical and technical safeguards to protect your information. We restrict access to your information to those who need it to perform their jobs. Third-party providers who carry out services and marketing for us may contact you regarding related services, but will provide you with the ability to opt out of receiving future communications unrelated to this program. We comply with all applicable data security laws and do not sell your information to anyone. We may also share your information as required or permitted by law, for a legal or regulatory purpose, or to combat fraud.

Governing Law/Venue

This agreement will be governed by and in accordance with the laws of the state where the services under this agreement are performed, without giving effect to any principle of conflicts of laws. You agree that any action at law or equity relating to this agreement will only be filed in the state or federal courts located in the same governing state.

Signature/Counterparts

This agreement may be signed in counterparts, and each will be deemed to be an original; both of which, taken together, will constitute one agreement binding on both parties. A facsimile signature or other similar electronic reproduction of a signature will have the force and effect of an original signature, and in the absence of an original signature, will constitute the original signature.

Entire Agreement; Assignment; Headings

This agreement contains all of the terms and conditions of your Wellness Plan, and supersedes all other representations, promises, or agreements concerning the Wellness Plan. If any of the agreement terms become invalid or unenforceable, the remaining terms will remain in full force and effect. Except as otherwise permitted, this agreement will be binding on and inure to the benefit of the parties and their legal representatives, successors, and assigns. The headings in this agreement do not form a part of the agreement and will not be taken into account in interpreting this agreement.

You agree to these terms and conditions and elect to purchase the monthly Wellness Plan described on the agreement. You further authorize us to charge all monthly plan fees (including the initial enrollment fee) using the credit account information provided. You acknowledge responsibility for payment of services provided regardless of job status, physical address, death of pet, change of pet ownership or any other circumstance.

I ACKNOWLEDGE RECEIVING A COPY OF THIS AGREEMENT

Pet Owner Name (print): _____

Pet Owner Address: _____

Pet ID: _____

Pet Owner Signature: _____ DATE _____

Card Owner Signature: _____