



## Pets First Wellness Plan Terms of Service

The Client with whom these terms of service have been accepted and this contract is made, has purchased from Pets First Enterprises (“Provider”), a Health Plan (“Plan”) for their pet. The Health Plan consists of discounted veterinary services specified in the corresponding invoice. The Client agrees to pay the annual or monthly installments stated for the full term of this contract, including renewal terms, subject to the cancellation provisions below. The Health Plan services are scheduled to be performed within 12 months of the start of each Health Plan year. The first Health Plan year begins as of the start date above. Services unused in any Health Plan year do not carry over to the next Health Plan year. There are no refunds from any prior year. Included services refresh upon renewal and are again available for each Health Plan year.

Health Plans are not insurance. Your Health Plan provides only the services listed on your invoice and includes in-house diagnostic tests only. It does not include any services not listed there, or any services provided by anyone other than Pets First Enterprises, or any fees for medical care or services recommended as a result of illness, injury or transfer to a specialty or overnight hospital facility. Fees for non-Health Plan services will be determined in accordance with the fee schedule in effect at the time and must be paid in full at time of service.

1. **General Terms of Use:** This contract and the services provided under it are not transferable to another pet or assignable to another person. This contract applies only to the pet above while owned by Client named above. Multi-pet families must have similar pets identified with microchips or with tattoos, unless all similar pets are covered under wellness Plans. All services will be rendered during scheduled appointments or drop-off appointments (when the patient is left by the Client at the hospital for at least three hours). Holidays and weekends are not available for drop-off appointments; however, Provider will make all reasonable efforts to make drop-off and pickup times convenient to Client. Further, Provider will make all reasonable efforts to provide services to Pet as needed.
2. **Automatic Renewal:** This contract is effective on the start date for an initial term of 12 months and will automatically renew on the anniversary of the start date in each succeeding year for subsequent periods of one year until Client or provider cancels this contract as described below. The contract will be automatically renewed unless canceled by either party with 30 days' notice. After cancellation, Client may reinstate their Plan and in certain

situations, it may be recommended that a Plan renew early. When this occurs, Client is responsible for the new renewal Plan year just as if it had renewed automatically.

3. **Plan Upgrades and Downgrades:** The Client may choose to upgrade or downgrade the level of the current Health Plan. Upgrades may be made at any time during a Plan year and will end the existing Plan and create a new Health Plan at the higher level chosen by the Client. The new Plan will have a new start date and will be in effect for a new 12-month term, with automatic renewals on the anniversary of the new start date. Plan downgrades may be elected upon renewal at the beginning of the new Health Plan year and will create a new Plan with a new start date as described above for upgrades. New Health Plan contracts will be produced for the new Plans.
4. **Payments:** The Client can pay the veterinary practice monthly or in full. Monthly payment installments will be billed directly to Client's credit card. A re-processing fee of \$20 will be billed to Client for insufficient funds, over limit status, or any other reason payment is unable to be processed based on the account information supplied by the Client. The Client is responsible for immediately notifying provider of any changes in billing account information to avoid any payment reprocessing fees.
5. **Cancellation:** Either provider or Client may cancel this contract at any time, but there may be monies due upon cancellation. If a patient dies or the Client moves, the Client will pay the balance of payments or the standard price for services rendered—whichever is less. In the event that cancellation of this contract results in monies due by Client, such monies shall be paid in full at the time of cancellation. In the event that cancellation results in monies due to Client, such monies shall be paid by provider within 6 to 8 weeks. Cancellation for any reason by Client within 4 business days of enrollment will result in refund of any fees paid by Client less the undiscounted retail value of any and all services provided. Provider shall also be entitled to retain or recover from Client all monthly installments that have previously been paid or become due, including the installment for the month in which cancellation occurs. In addition, upon cancellation prior to the end of the Plan year, if the total undiscounted retail value of Plan services provided exceeds the sum of monthly payments collected for that Plan year, Client shall be obligated to do one of the following: (a) Immediately pay full retail fees for all products, goods, supplies and services provided (with all discounts reversed as if Plan had not been in effect) to the extent such fees exceed the total of monthly payments collected by the provider for the Plan year; or (b) immediately pay the remaining Plan year monthly installments in full, if less than the amount described in (a); or, (c) continue making the monthly payments as they become due for the remaining term of the Plan year then in effect. If the Client has paid the full annual fee in advance, upon cancellation by Client, provider will refund the greater of (a) one-twelfth of the annual fee times the number of full months remaining in the Plan year or (b) the full annual fee minus the undiscounted retail value of all Health Plan services that have been provided in the Plan year (with all discounts

reversed as if the Plan had not been in effect for the Plan year). Cancellation by provider: Provider reserves the right to cancel the Plan at any time and for any reason. In the event provider chooses to cancel the Health Plan for any reason except Client's default, provider will waive any future payments due under the Plan and discharge Client's obligation under this contract in full.

6. Health Plan Price and Service Changes: Provider reserves the right to adjust monthly fees, services, and the terms and conditions of this contract as of the date of any renewal of this contract. Provider will give Client notice of any such changes no less than 30 days prior to the date they are to become effective.
7. Default: In the event that the Client fails to pay any monthly installment within 85 days of its due date, provider has the option to immediately cancel this contract, discontinue Plan services, and declare all remaining monthly installments for the then current Plan Year to be immediately due and payable. After 85 days, the Client's account will be referred to a third party collection agency. Collection activity may negatively impact Client's Credit Bureau information and is subject to additional collection fees. If Provider permits member to restart a Plan after cancellation under this section, no membership fees will be required unless special arrangements are made between the Client and Provider and agreed to in advance in writing.
8. Collection Costs: If the Client fails to make any payment when due under this Agreement, the Client shall pay the Provider's collection costs, whether or not a legal action is commenced. In the event of any legal proceeding (including appeals and bankruptcies), the prevailing party shall be entitled to recover its costs, disbursements and reasonable attorney's fees as determined by the court.

By accepting these terms, I agree to the terms and conditions of this contract and authorize Pets First Enterprises to debit/charge the account provided.

Client authorizes regularly scheduled charges to Client's credit card. Client will be charged the amount indicated for each billing period. A receipt for each payment will be emailed to Client and the charge will appear on Client's bank statement. Client agrees that no prior-authorization will be provided unless the date or amount changes, in which case Client will receive notice from Provider a least ten (10) days prior to the payment being collected.

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Pets First Enterprises, LLC in writing of any changes in my account information or termination of this authorization at least fifteen (15) days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I certify that I am an authorized user of this credit card account and will not dispute these scheduled transactions with my credit card company; so long as the transactions correspond to the terms indicated in this authorization form.

Ver: 11-2/15/2018