

Wellness Plan/Installment Payments Terms And Conditions:

1. General Terms of Use: This Agreement and the services provided under it are not transferrable to another Pet or person. Member agrees that with the exception of the unlimited free office visits, Plan services will generally be provided during scheduled drop-off appointments, when the Pet will be left by Member at the hospital for an agreed-upon time of up to 4-6 hours, generally excluding holidays and weekends. Provider reserves the right to charge a missed appointment fee equal to the amount of a normal office visit if any scheduled appointment for surgery or other anesthetic procedure is missed without notice at least 48 hours prior to cancellation by Member. Member may obtain Plan services at NOVA Pets Health Center only. Services and/or products purchased from NOVA Pets Health Center, including boarding/daycare and grooming are not included in this Agreement.

2. Renewal: This Agreement is effective on the Start Date for an initial term of 12 months, and it will not automatically renew on the anniversary of the Start Date. Re-enrollment: After plan expires, if it is an Adult Canine/Feline plan, Member will have up-to 90 days to reinstate the Plan without paying a membership fee.

3. Plan Upgrades/Downgrades: Member may elect to upgrade or downgrade the level of the current Plan without paying a new membership fee. The new Plan will have a Start Date and will be in effect for a new 12-month term.

4. Payments: Monthly payment installations will be billed directly to Member's credit card. An overdraft/reprocessing fee of \$20.00 will be billed to Member for insufficient funds, over limit status, or any other reason a payment is unable to be processed based on Member's account. Member is responsible for immediately notifying Provider of any changes in billing information to avoid any payment reprocessing fees.

5. Cancellation: Either Provider or Member may cancel this Agreement at any time, but there may be monies due upon cancellation. Monies due by member shall be paid in full at the time of cancellation; Monies due by Provider shall be paid within 6 to 8 weeks.

If Member cancels this Agreement for any reason within 4 hospital working days of enrollment, the membership fee and any other fees paid are refundable, less the undiscounted retail value of any and all services/products used. If Member cancels for any reason (including but not limited to death or loss of pet), whether before or after Provider has rendered services, Provider shall be entitled to retain the entire membership fee. Provider shall also be entitled to retain or recover from Member all monthly installments that have been previously paid or become due, including the installment for the month in which cancellation occurs, regardless of the cancellation request date. In addition, upon cancellation prior to the end of Plan year, if the total undiscounted retail value of Plan services/products provided exceeds the sum of monthly installments collected for that Plan Year, Member shall be obligated to do one of the following:

- (a) Immediately pay full retail fees for all services/products provided (with all discounts reversed as-if the Plan had not been in effect for the Plan year) to the extent such fees exceed the total monthly payments received by provider for the Plan Year; OR
- (b) Immediately pay the total remaining Plan Year monthly installments in full, if less than the amount described in paragraph (a); OR
- (c) Continue making the monthly payments as they become due for the remaining term of the Plan Year in effect.

If Member has paid the full annual fee in advance, upon cancellation by Member, 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 Plan services/products 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).

6. Cancellation by the Provider: Provider reserves the right to cancel the Plan at any time and for any reason. In the event Provider chooses to cancel the Plan for any reason except Member's default, Provider will waive any future payments due under the Plan and discharge Member's obligation under this Agreement in full.

7. Plan Price and Service Changes: Provider reserves the right to adjust monthly fees, services, and the terms and conditions of this Agreement as of the date of any renewal of this Agreement. Provider will give Member notice of any such changes no less than 3 days prior to the date they are to become effective.

8. Default: If Member fails to pay any monthly installment by its due date, Provider may immediately suspend Plan services and products until Member reinstates the Plan by paying all monthly fees due. However, if any monthly installment is past due for 120 days or more, Provider may immediately cancel this Agreement and discontinue Plan services, declare all remaining monthly installments for the then-current Plan Year to be immediately due and payable, and refer Member's account to a third-party collection agency. If Provider permits Member to restart a Plan after cancellation under this Section 8, a new membership fee will be required unless special arrangements are made between Member and Provider and agreed upon in advance.

9. Collection Costs: If Member fails to make any payment when due under this Agreement, Member shall pay Provider's collection costs, whether or not a legal action is commenced. In the event of any legal proceeding, the Provider shall be entitled to recover its costs, disbursements, and reasonable attorney's fees, determined by the court.

10. Multiple Members, Joint and Several Liability: If two or more persons sign this agreement as Members, they will be jointly liable, and each of them will be separately liable for all amounts payable under this Agreement.