

## TERMS OF SERVICE

The following Terms of Service (this "Agreement") is effective July 26, 2023, by and between **DR. STEVEN SOMMER, LLC DBA DULUTH CHIROPRACTIC & WELLNESS CENTER**, a Georgia limited liability company located at 3499 Duluth Park Lane, Suite 110, Duluth, Georgia, 30096 (the "**Practice**"); and you (the "**Patient**"). PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. BY ACCEPTING SERVICES FROM THE PRACTICE, YOU ARE AGREEING AND CONSENTING TO BE BOUND BY THESE TERMS AND CONDITIONS. EVERY TIME YOU SIGN A CONTRACT WITH THE PRACTICE YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE. The Practice and Patient may sometimes be individually referred to herein as a "**Party**," and collectively as the "**Parties**."

**WHEREAS**, the Practice is engaged in the business of providing Chiropractic Services (the "**Services**" of the Practice, described further in Section 1, herein);

**WHEREAS**, the Patient desires to engage the Practice to perform the Services on the Patient's behalf; and

**WHEREAS**, the Practice desires to accept such engagement and perform the Services for the benefit of the Patient, on the terms and conditions, as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises of the Parties and of the mutual benefits to be gained by the performance thereof, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Payment for Services.** Fees are payable at the time x-rays, examinations and treatments are received, unless other arrangements are made in advance. If Patient is seeking treatment for injuries sustained in an auto accident, please discuss all details with the Chiropractor and staff of the Practice. Office policy is that the Practice does not accept Health Insurance as a form of payment for treatment of these types of injuries. Please speak with staff to review the Practice's Personal Injury Checklist. Health and accident policies are an arrangement between the carrier and the Patient, which are designed to offset a large portion of the total cost. The Practice will prepare any necessary reports and forms to assist in making collections from the insurance company. Any amount authorized to be paid directly to the Practice will be credited to the Patient's account. Patient understands that all Services furnished are charged directly to the Patient who is personally responsible for payment. Payment is expected at time of visit unless the Patient's insurance is confirmed and assignment is accepted by the Practice.

**2. Default.** If the Patient defaults on any of its obligations under this Agreement, the Practice shall give written notice to the Patient of the default. The Patient will then have three (3) business days to cure the noticed default. If the Patient fails to cure the noticed default, the Practice may claim the Agreement is breached and seek available remedies herein.

**3. Remedy for Default.** Upon the Patient having failed to cure its default following the delivery of proper notice of such default in accordance with Section 2, the Practice shall have the right to terminate this Agreement immediately, upon which termination, the Parties shall arrange for immediate remittance of any and all unpaid fees due to Practice for all Services performed, upon the termination date.

**4. Release of Liability.** The Patient agrees to accept and assume any and all risks of injury, death, or property damage and the Practice shall not be liable for, nor shall any measure of damages include,

any indirect, incidental, special, exemplary, punitive, or consequential damages or penalties for loss of income, value, profits, savings, or any other loss arising out of or relating to the Practice's performance or failure to perform under this Agreement, even if the Party against whom liability is sought to be imposed has been advised of the possibility of such damages. The Patient agrees to make full payments of all amounts invoiced by the Practice before bringing a complaint for damages. The Patient may not set-off amounts owed.

5. **Late Penalties.** Any and all amounts that remain outstanding after the due date and applicable cure period set out in Section 4, shall accrue interest, from the date of completion of services or the date of invoice, whichever occurs earlier, at a rate of one and half percent (1.5%) per month, until paid in full. In the event the Practice engages the services of an attorney for the collection of unpaid fees, the Patient agrees to pay such attorneys' fees, as well as any court costs incurred in the collection process.

6. **Confidential Health Information.** Patient agrees to review the HIPAA Notice of Privacy Practices and Consent form, provided with the client intake paperwork.

7. **Assignment.** The Parties shall not assign or transfer their rights, duties, or obligations under this Agreement unless the other Party hereto consents to such assignment in writing prior to any such assignment. Such consent shall not be unreasonably withheld.

8. **Severability.** If any term or part of this Agreement shall be determined to be invalid, illegal, or unenforceable in whole or in part, the validity of the remaining part of such term or the validity of any other term of this Agreement shall not in any way be affected.

9. **Binding Contract.** This Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

10. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one Agreement, and the signatures of any Party to any counterpart shall be deemed to be a signature, and may be appended to, any other counterpart.

11. **Entire Contract.** This Agreement, along with documents or instruments delivered in accordance herewith including intake paperwork, constitutes the entire Agreement of the Parties hereto regarding the subject matter hereof and supersedes all prior contracts, written or oral, regarding the subject matter hereof.

12. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly agreed upon in writing.

13. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given if: (i) delivered by hand; (ii) mailed by registered or certified mail, postage prepaid, return receipt requested; (iii) deposited with a nationally recognized courier, such as Federal Express, for next business day delivery; or (iv) communicated by facsimile or email to the Parties at the addresses listed at the top of this Agreement, and shall be deemed given on the date on which so hand delivered, or the next business day following deposit with such courier or sending by facsimile or email, or on the third business day following the date on which so mailed, if deposited in a regularly-maintained receptacle for United States Mail or at such other place or places or to such person or persons as shall be designated in writing by the Parties in the manner provided above for notices.

**22. Amendment.** This Agreement may not be modified, altered, or rescinded except by written contract signed by the Parties hereto.

**23. Choice of Law and Venue.** This Agreement, and the rights of the Parties hereunder, shall be interpreted in accordance with the internal laws of the State of Georgia. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Georgia, or the nearest court of competent jurisdiction over such claim, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

**24. Force Majeure.** In the event this Agreement is rendered incapable of performance by the Practice for any reason beyond its reasonable control, including without limitation: acts of God, civil disorder, military operations, national or local emergency, acts of the Government or other competent authority, labor dispute, fire, floods, or failure of transmission facilities, then such non-performance shall not constitute a breach of this Agreement and the Party in default shall be excused from its performance of such obligations during the period such Party is prevented from performing by such reason; provided, however, that each of the Parties shall promptly notify the other of the extent and probable duration of non-performance.