TERMS & CONDITIONS

**FINANCIAL POLICY**

• As clients contemplate aesthetic spa treatments, they frequently need information about the financial aspects of their treatment and the various payment methods available to them. Our staff members are specially trained in the financial options available to our clients, and they are readily available to assist you with these issues in any way that you may require.

• Because we provide elective cosmetic procedures, the care provided at Centered Wellness is not covered by any medical insurance programs. We do not participate in any such plans.

PAYMENT OPTIONS

• Payment for all spa procedures is due at the time of the treatment. For specially packaged or grouped treatments, payment for the entire package is due at the time of the first scheduled treatment. A credit card will be required to reserve an appointment for treatment scheduled in advance. We provide several payment options which may be used individually or combined according to your needs:

* CASH—We do not accept personal checks.
* MAJOR CREDIT CARDS: VISA, MasterCard, American Express and Discover

CANCELLATION AND REFUNDS

• We understand that a situation may arise that could force you to cancel or postpone your treatment. Please understand that such changes affect not only our staff but our other clients as well, and we therefore request your courtesy and concern. If you need to cancel your appointment, please allow 24 hours to notify us of the cancellation. Should we receive less than 24 hours of notification, or should you fail to keep your appointment, your credit card may be charged for the full visit. Any deposits made are non-refundable and may be used for future visits.

• THERE CAN BE NO REFUNDS FOR SERVICES ALREADY PROVIDED. If a package or series of treatments has begun, these services will be considered to have been rendered even though the full series may not have been completed. Should you wish to discontinue your treatment during a series, credit for the unused treatments at the discounted package price may be extended and may be used to purchase other treatments or products offered by Centered Wellness.

Financial Policies are subject to change without notice. If you have any questions or need assistance with any financial matters relating to your treatment, please contact the Spa Coordinator for help.

**LEGAL POLICY**

Article 1: Agreement to Arbitrate: It is understood that any dispute as to spa treatments, that is, as to whether any spa services rendered under this contact were unauthorized or were improperly, negligently or incompetently rendered will be determined by submission to arbitration as provided by state law, and not by a lawsuit or court process, except as therein constitutional rights to have any such dispute decided in a court of law before a jury, and instead are accepting the use of the arbitration.

Article 2: All Claims Must Be Arbitrated: It is the intention of the parties that this agreement bind all parties whose claims may arise out of or relate to treatment or service provided by provider including any spouse or heirs of the client and any children whether born or unborn, at the time of the occurrence giving rise to any claim. In the case of any pregnant mother, the term “client” herein shall mean both the mother and the mother’s expectant child. All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the provider and its partners, associates, corporation, and the employees, agents, and estates of any of them, must be arbitrated including without limitation claims for loss of consortium, wrongful death, emotional distress, or punitive damages.

Article 3: Procedures and Applicable Law: A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty (30) days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty (30) days of a demand for a neutral arbitrator by either party. Each party to the arbitration shall pay such party’s pro rata share of the expenses and fees of the neutral arbitrator, not including counsel fees or witness fees, or other expenses incurred by a party for such party’s own benefit. The parties agree that the arbitrators have the immunity of judicial officers from civil liability when acting in the capacity of arbitrator under this contract. This immunity shall supplement, not supplant, any other applicable statutory or common law.

Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator. The parties’ consent to the intervention and joiner in this arbitration of any person or entity which would otherwise be a proper additional party in a court action and upon such interaction and any existing court action against such additional person or entity shall be stayed. The parties agree that provisions of state law applicable to providers within the spa sector shall apply to disputes with this arbitration agreement. Any party may bring before the arbitrators a motion for summary judgment or summary adjudication. Discovery shall be conducted pursuant to applicable state law; however, depositions may be taken without prior approval of the neutral arbitrator.

Article 4: General Provisions: All claims based upon the same incident, transaction, or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence. With respect to any matter not herein expressly provided for, the arbitrators shall be governed by applicable laws relating to arbitration.

Article 5: Revocation: This agreement may be revoked by written notice delivered to the provider. It is the intent of this agreement to apply to all spa services rendered any time for any condition.

Article 6: Retroactive Effect: If a client intends this agreement to cover services rendered before the date it is signed client should initial below: Effective as of the date of the first spa services

\_\_\_\_\_\_\_\_\_\_\_ Client’s Initials

If any of the provisions of this arbitration agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.

**NOTICE OF PRIVACY PRACTICES**

THIS NOTICE DESCRIBES HOW PERSONAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

OUR PLEDGE REGARDING PERSONAL INFORMATION

We understand that personal information about you and your health is exclusive. We are committed to protecting your personal information. This Notice applies to all records of your services generated and maintained by Centered Wellness.

We are required by law to 1) make sure that personal information that identifies you is kept private; 2) make available to you this Notice of our legal and privacy practices with respect to personal information about you; and 3) follow the terms of the Notice that is currently in effect.

HOW WE MAY USE AND DISCLOSE PERSONAL INFORMATION ABOUT YOU

• We may disclose personal information about you to doctors, nurses, or other personnel involved in taking care of you. We may also disclose personal information to people outside the spa group, such as family members, specialists or others who are involved in providing services that are part of your care.

• We may use or disclose personal information about you for Centered Wellness’ operations. These may include use of information to evaluate the performance of our staff, effectiveness of programs, and ways to improve care and services we offer. These uses, and disclosures are necessary to ensure that all our clients receive quality care.

• We may use and disclose personal information to contact you as a reminder that you have an appointment for treatment or care.

• We may use or disclose personal information to tell you about or recommend possible treatment options or alternatives, and about possible health-related benefits, services, events, and activities that may be of interest to you.

• We may disclose personal information about you to other healthcare providers in the event you need emergency care.

• We may disclose personal information to a public health organization or federal organization when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.

• We may disclose personal information about you in special situations such as for workers’ compensation programs, as required by military command authorities or the Department of Veterans Affairs, in response to a court or administrative order, or for public health activities.

• Other uses and disclosures of personal information not covered by this Notice or the laws that apply to us will be made only with your written authorization. You may later revoke this permission in writing at any time.

YOUR RIGHTS REGARDING YOUR PERSONAL INFORMATION

• You have the right to review and receive a copy of personal information that may be used to make decisions about your care. You must submit a written request to review and copy your personal information. There may be a fee to supply the copies.

• You have the right to ask us to amend personal information that you feel is incorrect or incomplete. Your request for an amendment must be in writing and must provide a reason that supports your request. We may deny your request if: 1) it is not supplied in writing with a reason 2) was not created by us 3) not part of the client record kept by us or for us 4) isn’t part of the information you are permitted to inspect and copy or 5) is accurate and complete.

• You have the right to request restrictions or limitations on the use or disclosure of personal information about you. You must submit a written request for restriction that specifies: 1) what information you want to limit 2) whether you want to limit our use, disclosure or both 3) to whom you want the limits to apply. We reserve the right to refuse your restriction if it conflicts with providing you quality healthcare or in an emergency.

• You have the right to request that we communicate with you about personal matters in a certain way or at a certain location, such as only at work or by mail. You must submit a written request for confidential communications restrictions, specifying how or where you wish to be contacted.

• You have the right to possess a copy of this Privacy Notice upon request.

• You have the right to file a complaint if you believe your rights to privacy have been violated. All complaints must be submitted in writing. All complaints will be investigated. No personal issue will be raised for filing a complaint.

CHANGES TO THIS NOTICE

We reserve the right to change this Notice at any time. We will post a copy of the current notice at our site.