

Sitterle Vision Source Patient Loyalty Program Terms of Use

Sitterle Vision Source, PLLC provides a private-pay payment method which allows our members to participate in a savings program through our office. By signing below, you accept these Terms and Conditions.

Personally identifying information is subject to our Privacy Statement which is in compliance with HIPPA standards and are incorporated herein. Our privacy statement is openly available to all patients.

Specified by these Terms of Use, "Participation in the Sitterle Vision Source patient loyalty program" means access to all private pay discounts specified in this document when in compliance with the agreed upon payment plan specified herein.

1. Membership

1.1. Your Patient Loyalty Program membership will continue and automatically renew until terminated. To participate in this program you must provide a "Payment Method" meaning a valid, current, accepted method of payment. Method of payment may be updated at any time, as necessary by contacting our office. Payment may include payment through your account with a third party or any payment method accepted by Sitterle Vision Source PLLC. You must cancel your membership before it renews in order to avoid billing of the membership fees for the next billing cycle to your Payment Method.

1.2. We offer 2 membership plans, with different terms of payment. See below for terms of payment.

2. Billing and Cancellation

2.1. Billing Cycle. When signing up for the "Monthly Payment" option the membership fee for the Sitterle Vision Source Patient Loyalty Program will be charged to your Payment Method on either the 1st or 15th of each month specified by you herein. When signing up for the "Payment in full" option, the membership fee will be collected at the time of service. In some cases your payment date may change, for example if your Payment Method has not successfully settled or if the date to be charged specified by the patient falls on a national holiday. Although payment methods will be charged on the day specified herein, charges may post to payment methods on a different day depending on third party processing.

2.2. Payment Method. To participate in the Sitterle Vision Source Patient Loyalty Program you must provide a Payment Method. By signing below you authorize

us to charge your primary Payment Method on the date specified herein. You remain responsible for any uncollected amounts if you wish to continue in the Program. If a payment is not successfully settled, for any reason, and you do not cancel your account, we may suspend your membership until a Payment Method is successful.

2.3 Terms of Payment. Sitterle Vision Source PLLC offers two options of terms of payment. The first term of payment option is the “Monthly Payment” option which, if selected herein, specifies that the patient will be allowed the discounted rate of \$70.00 USD for an annual eye exam, will gain immediate access to all discount benefits, and then authorizes payment of a \$5.00 USD monthly charge to their Payment Method to begin payment toward their annual eye exam benefit the following year. The second Term of Payment is the “Payment in Full” option which, if selected herein, specifies that the patient will be allowed the discounted rate of \$70.00 USD for an annual eye exam, will gain immediate access to all discount benefits, and then authorizes payment of a \$40.00 USD charge to their Payment Method to begin payment toward their annual eye exam benefit the following year. Both term of payment options include additional copay term. See below for copay term.

2.3 Updating Payment Methods. You can update your Payment Method at any time by calling our office. Following any update, you authorize us to continue to charge the applicable Payment Method.

2.4. Cancellation. You can cancel your Sitterle Vision Source Patient Loyalty Program membership at any time. To cancel, please call our office. If you cancel your membership, you will not be refunded any amount paid toward your annual eye exam benefit the following year and the benefits of participation in the Program will immediately be terminated.

2.5. Changes to the Price and Payment Plans. We reserve the right to change our private-pay, payment plans or adjust pricing for our services or any components of our services in any manner and at any time at our sole and absolute discretion. Except as otherwise provided for in these Terms, any price changes or changes to your payment plan will take effect following notice to you.

2.6. No Refunds. Payments are nonrefundable and there are no refunds or credits on payments toward your annual eye exam. If additional merchandise is purchased using the discounts specified in this plan, a refund toward that purchase may be given at our sole and absolute discretion. At any time, and for any reason, we may provide a refund, discount, or other consideration to any or all of our members at our sole and absolute discretion. The provision of credits in one circumstance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

3. Patient Loyalty Program Terms

3.1. Age of Participation. You must be 18 years of age to sign up for the Sitterle Vision Source Patient Loyalty Program. Individuals under the age of 18 may utilize the membership services specified herein only with the involvement of a parent or legal guardian, under a guardian's account and are otherwise subject to these Terms.

3.2. Signing up. Upon sign-up for the Sitterle Vision Source Patient Loyalty Program, Sitterle Vision Source agrees to an immediate annual eye exam benefit at the discounted rate of \$70.00 USD at the time of service and immediate use of the discount benefits specified herein. Following this initial discounted payment, the patient authorizes the selected Term of Payment via the specified Payment Method to be collected by Sitterle Vision Source PLLC as a payment plan to be applied to the following calendar years annual eye exam benefit.

3.3. Annual Exam Service. The annual eye exam service, provided by Sitterle Vision Source includes all documentation of patient history, preliminary testing, refraction and ocular health examination as provided to any and all patients to who we provide services, in accordance with the law.

3.4 Participation Options. Sitterle Vision Source PLLC offers two payment options to participate in this loyalty program. The options include a Monthly Payment option and a Payment in full option to be selected and authorized by the patient herein.

I. Monthly Payment Option: the patient will be allowed the discounted rate of \$70.00 USD for an annual eye exam, will gain immediate access to all discount benefits, and then authorizes payment of a \$5.00 USD monthly charge to their Payment Method to begin payment toward their annual eye exam benefit the following year. Annual service charge of \$10.00 USD.

II. Payment in Full Option: the patient will be allowed the discounted rate of \$70.00 USD for an annual eye exam, will gain immediate access to all discount benefits, and then authorizes payment of a \$40.00 USD charge to their Payment Method to begin payment toward their annual eye exam benefit the following year. Annual service charge of \$30.00 USD.

3.5 Time of Service Charge. All members of the Sitterle Vision Source Patient Loyalty Program who have up-to-date payments in accordance with their Participation Option agree to pay an out-of-pocket service charge at the time of their annual eye exam. For patients who choose the Monthly Payment Option the annual service charge is specified herein as \$10.00 USD and the patient is responsible for this charge at the time of service. For Patients who choose the Payment in Full Participation Option the annual service charge is specified herein

as \$30.00 USD and the patient is responsible for this charge at the time of service.

3.6 Additional Membership Benefits. All members of the Sitterle Vision Source Patient Loyalty Program who have up-to-date payments in accordance with their Participation Option will be allowed the following.

I. Frame Package Pricing as specified in Appendix A. Frame Packages are available at any time, on an unlimited number of purchases throughout the calendar year.

II. If the patient does not elect one of the Frame Packages specified below they are instead entitled to 30% off of all frames and lenses sold in-store.

This benefit may be used an unlimited number of times in a calendar year.
III. No charge for frame adjustments or simple repairs including nose pads and screws. More complex repairs requiring additional parts are subject to additional charge.

IV. Free additional contact lens trials, if requested, throughout the year. Limit of two occasions per year.

3.7 Contact Lens Services. Annual contact lens services are not included as part of this membership and remain subject to out-of-pocket pricing at the time of service. Sitterle Vision Source PLLC reserves the right to change these terms or condition at any time for any reason at our sole and absolute discretion.

3.8 Optomap Services. Optomap services are not included as part of this membership and remain subject to out-of-pocket pricing at the time of service. Sitterle Vision Source PLLC reserves the right to change these terms or condition at any time for any reason at our sole and absolute discretion.

3.9. Medical Services. No medical services are covered under this agreement at this time. Sitterle Vision Source PLLC reserves the right to change these terms or condition at any time for any reason at our sole and absolute discretion.

4. **Miscellaneous**

4.1. Governing Law. These Terms of Use shall be governed by and construed in accordance with the laws of the state of Texas, U.S.A. without regard to conflict of laws provisions. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your state of residence.

4.2. Liability. The Sitterle Vision Source Patient loyalty program is a payment plan established to assist private pay patients in affording our products and services. To the extent permissible under applicable law Sitterle Vision Source PLLC shall not be held liable in regards to this payment plan structure.

4.3 Customer Support. If any additional support or clarification is needed please call our office.

4.5. Survival. If any or multiple provisions of these Terms shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

4.6. Changes to Terms of Use and Assignment. Sitterle Vision Source PLLC from time to time, change these Terms of Use. For existing members, such revisions, unless otherwise stated, shall be effective 30 days after posting; for all new members changes are effective immediately.

5.7. Communication Preferences. We will send you information based on your preferred communication method listed. If there is no preferred communication method listed, we will communicate in writing via email based on your most up to date contact information. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements.

Summary of Sitterle Vision Source Patient Loyalty Program and Authorization

Member Benefits:

- ❖ Frame Package Pricing as specified by Appendix A. Frame Packages are available at any time, on an unlimited number of purchases throughout the calendar year.
- ❖ If the patient does not elect one of the Frame Packages specified below they are instead entitled to 30% off of all frames and lenses sold in-store. This benefit may be used an unlimited number of times in a calendar year.
- ❖ No charge for frame adjustments or simple repairs including nose pads and screws. More complex repairs requiring additional parts are subject to additional charge.
- ❖ Free additional contact lens trials, if requested, throughout the year. Limit of two occasions per year.
- ❖ One annual eye exam per calendar year as specified by Participation Options.

Member agrees to following Participation Option:

- Monthly Payment Option: I agree to the discounted rate of \$70.00 USD for an annual eye exam today and in doing so will gain immediate access to all member benefits. I then authorize payment of a \$5.00 USD monthly charge to my Payment Method to begin payment toward my annual eye exam benefit the following calendar year. I agree to an annual service charge of \$10.00 USD at the time of service. I prefer to be charged on the ____1st ____15th of each month.
- Payment in Full Option: I agree to the discounted rate of \$70.00 USD for an annual eye exam today and in doing so will gain immediate access to all member benefits. I then authorize payment of an annual \$40.00 USD charge to my Payment Method to begin payment toward my annual eye exam benefit the following year. I agree to an Annual service charge of \$30.00 USD at the time of service.
- ____ I agree to the above listed terms
- ____ I authorize my credit card to be charged in the above specified amount and at the time specified above.

Member Name: _____

Sitterle Vision Source PLLC

Date of Birth: _____

Printed Name: _____

Payment Method: ____ Card#: _____ CVV: ____

Signature: _____

Member email: _____ Exp _____

Signature of Member: _____

Appendix A.
FOUR GREAT PACKAGES TO CHOOSE FROM!

| | |
|---|---|
| <p>A <u>BASIC SINGLE VISION PACKAGE</u></p> <p>(ONLY DISTANCE OR READING PRESCRIPTION)</p> <p>\$60 NEW GLOBE SELECTION.</p> <p>PRESCRIPTION POLYCARBONATE WITH ANTI-REFLECTIVE LENS</p> | <p>B <u>PICK YOUR FRAME!</u></p> <p>(ONLY DISTANCE OR READING PRESCRIPTION)</p> <p>\$125 PLUS FRAME DIFFERENCE @ 30% OFF</p> <p><u>SINGLE VISION</u> PRESCRIPTION POLYCARBONATE WITH ANTI-REFLECTIVE LENS</p> |
| <p>C <u>PICK YOUR FRAME!</u></p> <p>\$143 PLUS FRAME DIFFERENCE @ 30% OFF</p> <p><u>BIFOCAL</u> PRESCRIPTION POLYCARBONATE WITH ANTI-REFLECTIVE LENS</p> | <p>D <u>PICK YOUR FRAME!</u></p> <p>\$210 PLUS FRAME DIFFERENCE @ 30% OFF</p> <p><u>PROGRESSIVE</u> PRESCRIPTION POLYCARBONATE WITH ANTI-REFLECTIVE LENS</p> |

★ ALL ANTI-REFLECTIVE ARE STANDARD

★ STANDARD PROGRESSIVE LENS

PREMIUM UPGRADES AVAILABLE PLEASE ASK TO SPEAK WITH AN OPTICIAN