

Patient Payment Solutions, LLC
1130 W. Dimond Blvd. Suite D
Anchorage, AK 99515
(800) 501-3897 *info@ppscollect.com*

Service Terms and Conditions Agreement

Client certifies that he/she is authorized to enter into and agrees to the following service agreement terms and conditions in their entirety between Client and Patient Payment Solutions, LLC, hereafter PPS.

Client hereby acknowledges that PPS is NOT a debt collection agency. It is a software company intermediary contracted by Client to facilitate financial transactions entered into the PPS software internet terminal in conjunction with Sage Payment Processing and other third party financial vendors. Usage of PPS software and services, although proprietary in nature, in no way guarantees payments on accounts put into system. Validation of credit-worthiness of patient(s) is the sole responsibility of the Client.

In exchange for PPS service package of their choosing, Client agrees to all fees as outlined in the Client pricing section of the Client application as well as pricing from Sage Payment Processing and other third party financial vendors. These fees and uses include but are not limited to:

- a) Client allowing PPS to facilitate and help with Client's contract with Sage Payment Processing and other third-party vendors.
- b) A monthly maintenance fee which will be automatically debited by Patient Payment Solutions from provider Client account upon final approval by underwriting. A 30-day written notice is required by either party in order to terminate this agreement. Without written notice this contract will continue uninterrupted and the stated fee will continue to be debited. Termination of agreement with PPS does not terminate the agreement with Sage Payment Processing or other third-party vendors. Client solely accepts all financial responsibility for terminating contract with Sage Payment Processing and other third- party vendors, which may have different contract requirements. Client may ask PPS for any help processing cancellations requests or compliance issues with Sage and other third-party vendors.
- c) For Clients using Diamond or Platinum Package, an 8% transaction fee will be assessed for all approved electronic transactions credited to the Client account in the form of payment plan installments. This transaction fee will be debited monthly based on approved transactions that have cleared the Client's account during the previous month.
- d) Client understands Patient Payment Solutions software works in conjunction with Sage Payment Processing and other third-party vendors. When becoming a client under Patient Payment Solutions, Client also becomes a client under Sage Payment Processing and other third-party vendors. Sage Payment Processing has certain contract requirements as well as PCI (payment card industry) and DSS (data security standards) compliance requirements. Client accepts full responsibility for adhering to and fulfilling Sage Payment Processing and other third-party vendor contract requirements.

2. Should Client default on a Payment obligation as called for in this agreement, Client agrees to pay allowable interest, and all costs of collections, including but not limited to collection agency fees, court costs, and attorney's fees. A default occurs when any payment due under this agreement is more than 10 days late.

3. Both parties agree any and all disputes shall be settled in courts in the state of Alaska and its jurisdiction.
4. Refunds to customers are the sole responsibility of the Client. PPS is not responsible for return of funds owed to the Clients customers after any approved transactions.