



Terms and Conditions for Online Payments

Introduction:

These terms and conditions apply to the User who uses the Online Services provided for any payment made to Florida Sinus & Snoring Specialists, LLC. Kindly read these terms and conditions carefully. By authorizing a payment to FS3 through the online payment service, it would be treated as a deemed acceptance to the terms and conditions. FS3 reserves all the right to amend these terms and conditions at any time without giving prior notice. It is the responsibility of the User to have read the terms and conditions before using the service.

Key terms:

The following is a summary of the key terms of this service:

- Payment(s) through this Service may only be made with a Credit Card or Debit Card.
- Before using this Service, it is recommended that the User shall make necessary inquiry about the charges or fees payable against the Credit/Debit card used from their service provider i.e. their respective Bank.
- The credit card information supplied at the time of using the service is processed by the third-party service provider and is not supplied to FS3. It is the sole responsibility of the User of the service to ensure that the information entered in the relevant fields are correct. It is recommended that you retain a copy of the transaction for record keeping purposes, which might assist in resolution of any disputes that may arise out of usage of the service.
- The User agrees, understands, and confirms that his/her personal data including without limitation details relating to debit card/credit card banking transmitted over the Internet may be susceptible to misuse, hacking, theft and/or fraud and that FS3 or the Payment Service Provider(s) have no control over such matters.
- The service is provided using a payment gateway service provider through a secure website. However, neither the payment gateway service provider nor FS3 gives any assurance that the information provided online by a User is secured or may be read or intercepted by a third party. FSSS does not accept or assume any liability in the event of such unauthorized interception, hacking or other unauthorized access to information provided by a user of the service.
- FS3 and/or the Payment Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall FS3 and/or the Payment Service Provider, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or

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Diplomate, American Board of
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Past-President, Florida Society of
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Fellow, American Rhinologic Society

Fellow, American College of Surgeons

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Beverly Gomez, M.S.P.A., PA-C

Specializing in:

Comprehensive Evaluation and
Treatment of Sinus, Allergy, Snoring and
Sleep Disorders

Minimally Invasive Nasal and Sinus
Surgery

Minimally Invasive Snoring and Sleep
Apnea Surgery

In-Office Sinus, Snoring, and Sleep Apnea
Surgery

Computer Assisted, CT Guided Sinus
Surgery (3-D Sinus Surgery)

Allergy Testing and Immunotherapy

Facial Plastic and Reconstructive
Surgery

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consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Service.

- The User agrees that FS3 or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond FS3's reasonable control.

Debit/Credit Card, Bank Account Details:

- The User may pay his/her patient account/statement balance or service deposit to FSSS by using a debit/credit card. The User warrants, agrees and confirms that when he/she initiates a payment transaction and/or issues an online payment instruction and provides his/her card details:
 - The User is fully and lawfully entitled to use such credit/debit card for such transactions;
 - The User is responsible to ensure that the card details provided by him/her are accurate;
 - The User authorizes debit of nominated card for the payment;
 - The User is responsible to ensure that sufficient credit is available on the nominated card at the time of making the payment;

No Warranty

No warranty, representation, or guarantee, express or implied, is given by FS3 in respect of the operation of the Service.

Disclaimer and Limitation of Liability

FSSS does not accept liability for any damage, loss, cost (including legal costs), expenses, indirect losses or consequential damage of any kind which may be suffered or incurred by the User from the use of this Service.

Governing Law:

These terms and conditions are governed by the laws of Florida.

Refund/Cancellation Policy

FS3 requires payment in full at the time services are rendered. All refunds will be processed based on method of payment.