Behl Orthodontics 142 Independence Blvd Virginia Beach (Town Center), Virginia, 23462 (757)224-3004



#### VIRGINIA RETAILINSTALLMENT SERVICES CONTRACT

Issue Date: Thursday, June 11, 2020	Account #: 848790
Disbursement Date: Thursday, June 11, 2020	Type of Contract: Loan Type
SELLERS OFFICE: Behl Orthodontics 142 Independence Blvd Virginia Beach (Town Center), Virginia, 23462 (757)224-3004	BUYER: Mounika Reddy Surabi 6431 Present Way Apt101 Norfolk, VA, 23513 (817)818-6074

#### This Contract is made pursuant to the Virginia Retail Installment Sales Act of 1966.

Definitions. In this Retail Installment Service Contract ("Contract") the words "retail seller," "seller," "we," "us," and "our" mean Behl Orthodontics ("Seller") and engaged in the business of selling services or furnishing services to retail buyers. The words "you", "your," "retail buyer," and "buyer" ("Buyer") mean the person named above and electronically signing below, who buys the orthodontic services described below ("Services") or obtains services from us in this retail installment transaction.

FEDERAL TRUTH IN LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE (APR)	FINANCE CHARGE	Amount Financed	Total of Payments	
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	
0.00%*	\$0.00*	\$4,769.00*	\$4,769.00	

\* - PLEASE NOTE: You were offered an additional Paid in Full discount of 0.0%, or \$0.00, which you have elected not to utilize. As required by federal regulations the discount amount must be included in the finance charge and also used to calculate the APR listed above. When calculated over the length of your payment plan's APR was increased by 0.0% as a result of the discount amount. Please note this does not change the total of your payments.

#### Your payment schedule will be:

Payment #	Payment Amount	Payment Date
Down Payment	\$750.00	June 11, 2020
1st Monthly Payment	\$198.71	July 1, 2020
Monthly Payment	\$198.71	1st of the month
Last Payment	\$198.67	June 1, 2022

Security: This Service Contract is unsecured (e.g. no collateral).

Late Charges: If an Installment Payment is late by 10 days or more, you will be charged a late fee of 5% of the unpaid amount of the late installment or \$25.00, whichever is greater.

**Prepayment:** If you pay off early, you will not have to pay a penalty. You will receive a rebate of unearned Finance Charges if you prepay in full.

See below for any additional information about nonpayment, default, and any required repayment in full before the scheduled date, and prepayment refunds and penalties.

#### **DESCRIPTION OF SERVICE RENDERED**

As a part of this Contract, Behl Orthodontics has agreed to perform orthodontic treatment described as "Invisalign" for Mounika Reddy Surabi, as discussed and agreed upon with Dr.Yugal Behl on 6/11/2020.

## ITEMIZATIONS OF THE AMOUNT FINANCED

Invisalign	\$7,519.00
Treatment Cost:	\$7,519.00
Estimated Insurance Contribution:	-\$2,000.00
Patient Responsibility:	\$5,519.00
Cash Sale Price: (1)	\$5,519.00
Down Payment:	-\$750.00
Amount Financed: (2)	\$4,769.00
Monthly Payments:	\$198.71
Number of Payments:	24
1. The amount you would pay today if you paid in full	

2. The amount that you are borrowing from us.

3. Your total of monthly payments under this contract.

4. Your total of all payments under this contract including down payment.

#### **PROMISE TO PAY**

The Finance Charge is the sum of the Pay-in-Full Discount forgone when you opted to pay by this credit contract rather than by other means (including other forms of credit which would have resulted in payment-in-full to Seller) plus nominal interest charged at the rate of 0.000% and applied to the Amount Financed. Interest is accrued daily. For the purpose of this contract, a day is considered to be 1/30 of a month and 1/360 of a year.

You promise to pay to us the Amount Financed of \$4,769.00, together with the Finance Charge thereon on the dates and in the amounts provided in this Contract, payable in 24 monthly installments with each successive monthly payment due according to the payment schedule written above, unless prepaid in full. These payments will be processed automatically by third-party service provider OrthoFi.com using a debit or credit card that you have provided or via an ACH debit using the bank account information that you have provided. We have calculated the disclosures on the assumption that you will make all payments specified in this Contract. The Finance Charge disclosure provided in the Federal Truth in Lending Disclosures, represents the dollar amount this Contract will cost you, assuming you pay all your scheduled installment payments when due. You promise to pay us by making payments in the amounts and on the dates set forth in the Payment Schedule above. You also promise to pay any additional charges provided for under this Contract.

## LATE CHARGES

You agree to pay a late charge of \$10 on any installment amount greater than \$25, not paid in full within ten (10) days after its due date as originally scheduled. If the amount of the scheduled installment is \$25 or less, you will pay a late fee of \$5.

## PREPAYMENT

You may prepay this Contract at any time, in full or in part, in accordance with the terms set forth below and will not incur an additional charge, fee or penalty. If you prepay this Contract in full or in part, no earned Finance Charge will be refunded. You will receive a rebate of unearned Finance Charges if you prepay in full. To process a partial or full prepayment or receive a payoff balance, you can make a payment online at www.Orthofi.com using your OrthoFi account or indicate your intent to prepay by calling OrthoFi at 1 (877) 766-5220 or emailing OrthoFi at support@orthofi.com. Please note that the payoff amount will be calculated as of the date we debit your account for the balance owing or otherwise receive payment.

#### **APPLICATION OF PAYMENTS**

Payment will be applied first to satisfy any past due installment amounts owing (in the order originally scheduled), and then to any currently scheduled installment amounts owing. If you are past due, we credit all payments received first to the oldest past due installment amounts owing by applying such first to late charges, then to accumulated but unpaid Finance Charges, and the remainder to past due principal owing. We repeat the process until all past due installments (as originally scheduled) have been paid in full. If you are not past due, we credit all payments to the current or upcoming scheduled installment by applying such first to Finance Charges, and then to principal as of the date received. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. Early payments, which equal or exceed a scheduled installment, will satisfy the upcoming installment. Excess payments received on a scheduled installment due date will be credited to the principal at the time made and not credited to upcoming installments. Therefore, you must pay the next installment as scheduled. Payment of principal may reduce (i) total amount of Finance Charge you are scheduled to pay under this Contract (ii) the number of payments and/or (iii) the final payment. For the purpose of this contract, the term "principal" refers to the amount of Amount Financed owed for the referenced payment or balance.

#### SECURITY INTEREST

This Service Contract is unsecured (e.g. no collateral).

## DEFAULT

You will be in Default under this Contract for any of the following reasons: (i) if you do not pay in full a payment on its scheduled due date pursuant to the terms of this Agreement; (ii) if you file for protection under the United States Bankruptcy Code, or become subject to a proceeding which seeks relief from debt; or (iii) if you have made a false or misleading statement about a material matter in connection with this Contract, including your application for credit. Upon the occurrence of such a default, we may (i) declare by written notice the entire outstanding balance, plus all accrued and unpaid interest that you owe, under this Contract due and payable; (ii) discontinue all services and treatment until the outstanding balance due and payable is satisfied; (iii) enforce Late Charges as set forth herein; and (iv) take any other action at law or in equity which may be necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements or covenants of you under this Contract. Upon your first Default, because of your failure to make a required payment, we will not accelerate maturity of the unpaid balance of the obligation. Upon any subsequent and consecutive default that is not cured, we may accelerate the full balance of your obligations. You hereby agree to pay the actual expenditures, including reasonable attorneys' fees, for legal process or proceedings to collect the amount owing hereunder.

## NON WAIVER OF OUR RIGHTS

By choosing any one or more remedies, we do not give up our right to use any other remedy later. If you are in Default and we do not pursue a remedy, we do not give up our right to consider the event a Default if it happens again. We may delay or refrain from enforcing any of our rights under this Contract without waiving such rights. You understand that any waiver of our rights will not be effective unless it is in writing signed by us.

# **RESPONSIBLE FOR INSURANCE COVERAGE**

You agree that you are responsible for the total cost of treatment. Your payment obligations are based on a good faith estimate of the insurance payment we expect to receive. If your insurance pays more or less than the estimated benefits, your payment schedule will be adjusted and we will notify you of the insurance payment and the new agreed payment schedule. The new payment schedule you agree to pay will be calculated as follows: If the insurance payment received is less than the estimate, the shortfall amount will be added to the end of your current payment schedule for payment in monthly increments each of which is no greater than your current Monthly Payment in your then current payment schedule, including any applicable interest. If you never had a payment schedule or your payment schedule has been completed, you will be responsible to pay the shortfall amount within thirty (30) days of the notice, unless you arrange a mutually agreeable payment plan with us. If the insurance payment is more than our estimate, the excess amount will be credited to the last several monthly payments in your current payment schedule, or if you have completed all your payments, we will refund the excess to you.

# TREATMENT TERMINATED BY PATIENT

At any time during treatment you may choose to terminate treatment for any reason. Reasons for termination could include, but are not limited to, moving to an area where continuing treatment with the orthodontist is not possible, dissatisfaction with service, or deciding treatment is no longer needed. If you terminate treatment, you will be responsible for any and all costs that have been incurred to date. Costs could include lab costs, orthodontic equipment used for treatment and the cost of the time spent by the orthodontist and the orthodontist's staff. At the time of termination, your orthodontist will use reasonable efforts to calculate the costs incurred and determine remaining balance owed or amount to be refunded to you based on how much you have paid to that date. If there is a remaining balance owed, you will be responsible for paying that amount at the time of termination.

## POTENTIAL ADDITIONAL TREATMENT COSTS

The estimated treatment cost and time is based on professional experience and assumes complete patient cooperation. Additional charges could be incurred for lost or broken appliances, issues resulting from patient non-cooperation, unforeseen medical and/or dental conditions that could cause changes to the treatment plan, accidents, sickness or broken or not canceled appointments. If our records begin to indicate problems such as these, you will be alerted and the problem will be discussed so that such unnecessary expense may be avoided. Our services may be discontinued due to lack of cooperation or failure to adhere to financial arrangements. Should treatment be terminated prior to completion, the fee may be adjusted accordingly. All Additional Fees are charged directly to the patient or the legal guardian of the patient and the patient or the legal guardian is personally responsible for payment of charges incurred. Details of potential additional charges are described in the Additional Charge Policy Section below.

## STATEMENT OF AMOUNT DUE

At any time after this Contract's execution, but not later than one year after the last payment under this Contract, we will, upon your written request made in good faith, promptly give or forward to you a detailed written statement which will state remaining balance, if any, unpaid and any Additional Treatments Costs described above. We will supply such a statement once each month without charge.

# CONSENT TO ELECTRONIC COMMUNICATIONS

The following terms and conditions govern electronic communications in connection with this Contract, the transaction evidenced hereby and any communications relating to the transaction (the "Consent"). By electronically signing this Contract by clicking the "I AGREE" button below, you are confirming that you have agreed to the terms and conditions of the Consent and that you have downloaded or printed a copy of this Consent for your records. You agree that:

- Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, this Contract, this Consent, the Truth in Lending disclosures set forth above, change-in-term notices, fee and transaction information, statements, notices of adverse action, state mandated brochures and disclosures, and transaction information ("Communications"), may be sent to you electronically by posting the information at our web site, www.orthofi.com, or by sending it to you by email.
- We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so.
- You may obtain a copy of any Communication by contacting OrthoFi at 900 S Broadway, Denver, CO 80209 or by calling us at (877) 766-5220. You will not be charged for a paper copy of the Communications. You also can withdraw your consent to ongoing electronic communications in writing, and ask that they be sent to you in paper or non-electronic form. There are no conditions, consequences or fees associated with withdrawing your consent other than that we would no longer communicate with you electronically.
- You agree to provide us with your current email address for notices. If your email addresses changes, you must send us a notice of the new address by writing to us or by sending us an email, using secure messaging, at least five (5) days before the change.
- In order to receive electronic communications in connection with this transaction, you will need a working connection to the Internet. Your browser must support the Secure Sockets Layer (SSL) protocol. SSL provides a secure channel to send and receive data over the Internet through HS encryption capabilities. Netscape 4.7+ and above and Microsoft Internet Explorer 5.01+ and above support this feature. You will also need either a printer connected to your computer to print disclosures/notices or sufficient hard drive space available to save the information (e.g., 1 megabyte or more). We do not provide ISP services. You must have your own Internet service provider.
- We may amend (add to, delete or change) these terms by providing you with advance notice.

## **CREDIT REPORTING**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

## **GOVERNING LAW, ASSIGNMENT and EXECUTION**

The laws of the State of Virginia will govern this Contract We may assign or transfer this Contract or any of our rights hereunder. If we approve this Contract, then you agree that this Contract will be binding and enforceable as to both parties.

# NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign. You are entitled to a partial return of the finance charge if you prepay the balance.

Practice Name: Behl Orthodontics

Doctor(s) Signature:

Yugal Behl DDS DSc

Date: 6/11/2020

## ELECTRONIC SIGNATURES AND CONSENTS

By clicking the "I AGREE" button below and providing any additional information as may be requested below, you understand and acknowledge that you are taking the following two (2) separate actions:

#### 1. CONSENT TO ELECTRONIC COMMUNICATIONS:

By clicking the "I AGREE" button below, you are confirming that: (i) your system meets the requirements set forth above in the Consent; (ii) you agree to receive all communications electronically and otherwise agree to the terms and conditions of the Consent; and (iii) you are able to access and print or store information presented at this website.

#### 2.. CONTRACT TO TERMS AND CONDITIONS OF CONTRACT:

By electronically signing this Contract by typing in your name and providing your password or the last four digits of your social security number or answer to your security question below and then clicking the "I Agree" button below, (a) you acknowledge that the Contract was filled in before you did so and that you have reviewed the entire Contract including the FEDERAL TRUTH-IN-LENDING DISCLOSURES, (b) you represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code, you read and understood the additional disclosures contained below, and (c) you acknowledge that you have read and understood all of the terms of this Contract including the provisions mentioned above and you agree to comply with, and be bound by, all of those terms.

#### YOU SHOULD **PRINT** AND **RETAIN** A COPY OF THIS CONTRACT FOR YOUR RECORDS. AN ELECTRONIC COPY WILL BE MAINTAINED ON ORTHOFI.COM IN YOUR PASSWORD PROTECTED CUSTOMER HISTORY.

Any comments or questions may be directed to OrthoFi Customer Support at the following toll-free number: 1 (877) 766-5220 or via email to support@orthofi.com.

# STATEMENT OF AMOUNT DUE

At any time after this Contract's execution, but not later than one year after the last payment under this Contract, we will, upon your written request made in good faith, promptly give or forward to you a detailed written statement which will state the total amount, if any, unpaid. We will supply such a statement once each month without charge. The provisions of this section shall apply only to those transactions wherein, instead of periodic statements of account, the buyer is provided with a passbook or payment book in which all payments, credits, charges and the unpaid balance is entered.

Mounika reddy surabi

Signed at: Thursday, June 11, 2020 1:15:37 PM UTC

Signed by: Sharon Mott

Signed from: 10.40.13.71

Orthodontic Staff Present: Sharon Mott

Contract PT#: 848790

#### **ADDITIONAL DISCLOSURES**

#### You are able to use Other Financing Options

**MRS** I am not required to accept this financing agreement and I am free to select any alternative financing arrangements available to me.

#### You are Agreeing to use Automated Monthly Billing

MRS To receive this financing, I am agreeing to use an automated monthly billing service.

#### You are Responsible for any Changes to Your Insurance Coverage

**MRS** I understand orthodontic treatment is not always covered by insurance and that I am ultimately responsible for payment if for any reason my insurance company(ies) fails to pay the estimated benefits. I also understand that insurance for orthodontic treatment is paid over the length of the treatment time and if I change or lose my insurance coverage during that time I will be responsible for any unpaid balance.

#### You Understand Treatment Costs Could Change due to a Number of Factors

**MRS** I understand there could be additional charges for lost or broken appliances, issues resulting from patient noncooperation, unforeseen dental and/or medical conditions that could cause changes to the treatment plan, accidents, sickness, broken equipment or non cancellation of appointments, etc. The treatment cost and estimated time is based on professional experience and assumes complete patient cooperation.

Your Credit Report and the Price You Pay for Credit
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What is a credit report?	A Credit Report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.
How did we use your credit report?	Information in your credit report and information that you provided was used to determine the terms of credit offered to you, such as Annual Percentage Rate (APR). The terms offered to you may have been less favorable than the terms offered to consumers who have better credit histories.
What if there were mistakes in your credit report?	It is a good idea for you to check your credit report to make sure the information contained is accurate. You have the right to dispute any inaccurate information in your credit report.
	If you find a mistake on your credit report, please contact TransUnion, which is the consumer reporting agency that was used to obtain your credit report.
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a copy of your credit report without charge for 60 days after your received this notice. To obtain your free report, contact:
	TransUnion 800-916-8800 120 S Riverside Plaza, Suite 1900 Chicago, IL 60606 www.transunion.com
How can you get more information about credit reports?	For more information about credit reports and your rights under federal laws, visit the Federal Reserve website www.federalreserve.com or the Federal Trade Commission's website www.ftc.gov.
Your Credit Score	TransUnion's New Account Score: 850 Source: TransUnion Date: 6/11/2020
What you should know about Credit Scores	Your credit score is a number that reflects the information in your credit report. Your credit score can change, depending on how your credit history changes.
The Range of Scores	Scores range from a low of 400 and a high of 925
Key Factors that adversely affected your Credit Score	Lack of recent installment loan information Serious delinquency, derogatory public record or colleciton filed

## Your Credit Report and the Price You Pay for Credit

#### **Insurance Authorization**

I have been informed of the treatment plan and associated fees. I agree to be responsible for all charges for dental services and materials not paid by my dental benefit plan, unless prohibited by law, or the treating dentist or dental practice has a contractual agreement with my plan prohibiting all or a portion of such charges. To the extent permitted by law, I consent to your use and disclosure of my protected health information to carry out payment activities in connection with this claim.

I hereby authorize and direct payment of the dental benefits otherwise payment to me, directly to OrthoFi, Inc. on behalf of Behl Orthodontics.