



# 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 ENT and Allergy Associates of Florida (ENTAAF). Kindly read these terms and conditions carefully. By authorizing a payment to ENTAAF through the online payment service, it would be treated as a deemed acceptance to the terms and conditions. ENTAAF reserves all of the rights 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 ENTAAF. 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 ENTAAF 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 ENTAAF gives any assurance, that the information so provided online by a User is secured or may be read or intercepted by a third party. ENTAAF 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.
- ENTAAF 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 ENTAAF 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 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 ENTAAF 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 ENTAAF's reasonable control.

**Debit/Credit Card, Bank Account Details:**

- The User may pay his/her patient account/statement balance or service deposit to ENTAAF 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 ENTAAF in respect of the operation of the Service.

**Disclaimer and Limitation of Liability**

ENTAAF 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**

ENTAAF requires payment in full at the time services are rendered. All refunds will be processed based on method of payment. Hearing aid/services refund terms are governed by ENTAAF's Hearing Services Agreement

**Chargebacks.**

Any erroneous chargebacks or payment disputes caused by the patient to a bank or credit card company may result in a hold on the patients account. Any outstanding balances or fees accrued as a result of the chargeback will have to be paid in full.

Requesting a chargeback or opening a dispute for a valid charge from us is fraud. Chargebacks are never a legal or appropriate means of obtaining a refund.

Please contact our billing office at 561-338-3267 to address any billing issues, and we will be happy to assist.

## **Privacy Policy**

Welcome to the website of ENT and Allergy Associates of Florida (ENTAAF.com). This website is best viewed using a contemporary browser.

Use of this website, and information distributed in conjunction with this website is offered to you on your acceptance of these Terms of Use, our Privacy Policy and other notices posted on this website. Your use of this website or of any content presented in any and all areas of the website indicates your acknowledgment and agreement to these Terms of Use, our Privacy Policy and other notices posted on this website. If you do not agree to be bound by and comply with all of the foregoing, you may not access or use our currency information, services, or website. We suggest you print a copy of each of these documents for your records.

ENTAAF shall have the right, at its sole discretion, to modify, add or remove any terms or conditions of these Terms of Use without notice or liability to you. Any changes to these Terms of Use shall be effectively immediately following the posting of such changes on this website. You agree to review these Terms of Use from time to time and agree that any subsequent use by you of this website following changes to these Terms of Use shall constitute your acceptance of all such changes. These Terms of Use were last modified on November 2017.

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### **Security:**

All payment details which are entered through this payment gateway are encrypted when the User making payment enters them. The site is secure and uses a 128-bit encryption to offer secure communications by encrypting all data to and from the site. ENTAAF shall not be liable for any failure by the User making payment to properly protect data from being seen on their screen by other persons or otherwise obtained by such other persons, during the Online Payment Process or in respect of any omission to provide accurate information in the course of the Online Payment Process.