

PALM BREEZE PEDIATRICS MEMBERSHIP AGREEMENT

1. Membership and Services

This Membership Agreement ("Agreement") is between Palm Breeze Pediatrics LLC ("Palm Breeze Pediatrics") and the enrolled patient ("Patient") or the Patient's parent, legal guardian, or other legally authorized representative ("Member").

Palm Breeze Pediatrics provides pediatric acute and urgent care through telehealth. Services may include evaluation and treatment of acute illnesses and minor injuries, symptom assessment, treatment recommendations, prescriptions when clinically appropriate and legally permitted, and referrals or recommendations for testing, specialists, or higher levels of care.

All care is based on the Provider's clinical judgment, medical necessity, provider availability, and the limitations of telehealth. Enrollment does not guarantee a diagnosis, prescription, treatment, appointment time, or medical outcome.

Palm Breeze Pediatrics does not replace the Patient's primary care provider or pediatrician for routine preventive care, vaccinations, physical examinations, developmental monitoring, chronic disease management, or other care requiring ongoing or in-person services.

2. Membership Plans and Fees

Membership is billed monthly per enrolled Patient:

- **Basic — \$65/month:** 1 telehealth visit per membership month.
- **Standard — \$99/month:** 2 telehealth visits per membership month.
- **Premium — \$150/month:** 3 telehealth visits per membership month.
- A one-time **\$10 registration fee** applies when enrolling.

Additional medically appropriate visits beyond the selected plan are **\$59 per visit**.

Additional Child Visit Fee

Each membership visit covers **one (1) enrolled child/dependent**. If more than one child/dependent needs to be evaluated. Each additional child/dependent evaluated will constitute a separate visit. Any additional visit not included in the Member's monthly visit allowance will be charged **\$59.00 per additional child/dependent visit**. The Member authorizes Palm Breeze Pediatrics LLC to charge the applicable fee to the payment method on file.

Unused included visits do not roll over to future membership months.

Palm Breeze Pediatrics also offers a **\$80 self-pay telehealth visit** for non-members.

Membership fees do not include charges from outside laboratories, imaging facilities, pharmacies, specialists, hospitals, emergency departments, or other third-party providers. The Member authorizes Palm Breeze Pediatrics and its payment processor to charge the payment method on file for amounts due under this Agreement. If a payment is declined, reversed, disputed, or returned, Palm Breeze Pediatrics may reattempt collection and suspend membership benefits until the account is brought current, subject to applicable law and professional obligations. The Member is responsible for applicable payment processing, returned payment, ACH return, chargeback, or similar third-party fees only to the extent permitted by law and applicable payment processor rules. Palm Breeze Pediatrics will not charge or pass

through any fee prohibited by law. Except as otherwise provided in this Agreement or required by law, membership fees are non-refundable regardless of usage.

3. Insurance

Palm Breeze Pediatrics does not provide health insurance, and this Agreement is not health insurance. Members are encouraged to maintain appropriate health insurance for services not provided through Palm Breeze Pediatrics.

4. Privacy and Communications

Patient health information will be handled in accordance with applicable privacy laws and the Palm Breeze Pediatrics Notice of Privacy Practices. Palm Breeze Pediatrics may communicate through its patient portal and, when authorized or otherwise permitted, by email or text message. Electronic communications may involve privacy and security risks despite reasonable safeguards.

5. Emergencies and Telehealth Limitations

Palm Breeze Pediatrics is not an emergency medical service. If the Patient is experiencing a medical emergency or potentially life-threatening condition, call **911** or seek emergency medical care immediately. A Provider may determine that a condition cannot be safely or appropriately treated through telehealth and may recommend in-person care, testing, imaging, specialist care, urgent care, or emergency care.

6. Term, Renewal, and Cancellation

This Agreement begins on its effective date, continues month-to-month, and automatically renews each month until terminated.

Either the Member or Palm Breeze Pediatrics may terminate this Agreement by providing at least **thirty (30) days' advance written notice**. Members may submit written cancellation through their patient account, email, or another approved written method.

Palm Breeze Pediatrics may provide for immediate termination when permitted by applicable law, including for breach of this Agreement or violation of the patient-provider relationship.

If Palm Breeze Pediatrics ceases offering healthcare services, any monthly membership fees paid in advance for the period after services cease will be refunded.

The Member remains responsible for charges properly incurred before termination becomes effective.

7. General Terms

This Agreement is governed by Florida law and is non-transferable.

Any dispute subject to a valid and enforceable agreement to arbitrate will be resolved through binding arbitration to the extent permitted by applicable law. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in effect.

IMPORTANT NOTICE

This agreement is not health insurance and the health care provider will not file any claims against the patient's health insurance policy or plan for reimbursement of any health care services covered by the agreement. This agreement does not qualify as minimum essential coverage to satisfy the individual shared responsibility provision of the Patient Protection and Affordable Care Act, 26 U.S.C. s. 5000A. This

agreement is not workers' compensation insurance and does not replace an employer's obligations under chapter 440.

Acknowledgment and Signatures

By checking this box, I certify that I am the Patient (if 18 years of age or older) or the Patient's parent, legal guardian, or other individual legally authorized to enter into this Membership Agreement on the Patient's behalf. I acknowledge that I have read, understand, and agree to the terms and conditions of this Membership Agreement. I understand that checking this box constitutes my electronic signature and has the same legal force and effect as my handwritten signature.

Client Signature

Date