

## AESTHETX REFINERY SPA LLC

### POLICIES & DISCLOSURES

---

#### **Website**

AestheTx Refinery Spa, LLC has ownership of this website. A branding/marketing agreement has been developed between our Medical Director and Management.

#### **Communication**

We will return communications within 72hrs. of needing assistance. If you have emergent needs, please call 911 and seek emergency medical care.

#### **FINANCIAL POLICIES**

We provide elective aesthetic procedures, the care provided by **AestheTx Refinery Spa LLC, (&/or affiliates)** is not in-network with any medical insurance programs, and we do not participate in any alternative plans.

#### **PAYMENT POLICY**

A credit card is required to reserve an appointment for treatment scheduled in advance. Payment for all medical spa procedures is due at the time of the treatment. For specially packaged or grouped treatments, payment for the entire package is due at the time of the first scheduled treatment.

#### **BILLING AND PAYMENT**

We accept the following forms of payment: Cash, Debit Cards, Credits Cards, Google Pay & Apple Pay. (Subject to change without notice). If gift cards and certificates are offered and purchased, will expire 30 days from date of purchase. No refunds or credits on gift cards.

#### **NSF/RETURNED CHECK POLICY**

NSF/Returned checks will incur a \$75.00 charge back or return check fee, in addition to original charge.

#### **REFUND POLICY**

*All sales are final for procedures, products or devices purchased.*

We are unable to provide appointment or procedure refunds, with the exception for cancellations which follow the cancellation policy. We allow (1) cancellations with refund. Then the "cancellation/no show" policy will be enforced.

There can be *no refunds for services already provided.*

Procedure results are not guaranteed and may be to your dissatisfaction. However, once a procedure has been performed, there will not be any refunds authorized. In the event that a package or series of treatments has begun, these services will be considered to have been rendered even though the full series may not have been completed. Should you wish to discontinue your treatment in the midst of a series, a refund or credit for the pro-rata [share of unused treatments] at the original package price may be extended to you, and may be used to purchase other treatments or products offered by **AestheTx Refinery Spa LLC**, to be used in exchange for treatments or products of comparable value. Credit for equivalent \$ valued products or procedures must be used 30-days of credit being granted or the balance of money paid will be forfeited and retained by **AestheTx Refinery Spa LLC**.

---

#### **CANCELLATION POLICY**

Please understand that appointment changes without proper notice affect not only our staff, but our other patients as well. Therefore request your courtesy and understanding.

#### **APPOINTMENTS AND CONSULTATIONS**

To schedule an appointment or consultation, please call our office or schedule an appointment online. We look forward to meeting you and working with you to begin your rejuvenation journey.

#### **CANCELLATION**

Please be advised of **AestheTx Refinery Spa LLC** cancellation policy:

**AestheTx Refinery Spa LLC** requires a 48-hour notice to cancel or reschedule an appointment or you will be charged a **\$100** "**Cancellation/No Show**" fee.

For all appointments, credit card or debit card information is required to be kept on file. In the event you miss a scheduled appointment and/or do not cancel your appointment prior to 48 hours, and/or an 'unapproved' cancellation, your card will be charged a \$100 "No Show" fee.

If you arrive more than **15-minutes late** for your scheduled appointment, it will be considered a "No Show". At that time, your appointment may be cancelled and your payment card will be charged the **\$100 "Cancellation/No Show" fee**. Provision of services for late appointments will be at **AestheTx Refinery Spa Ilc** 's discretion.

If a client has excessive no-shows or last-minute cancellations, **AestheTx Refinery Spa Ilc** reserves the right to refuse further service, regardless of contracts or other set appointments. Any monies paid will be forfeited or considered non-refundable.

---

#### **REVISION TREATMENT OR TREATMENT OF COMPLICATIONS**

The practice of aesthetics, medicine and surgery is not an exact science, and medical spa treatments are the practice of medicine. Although good results are anticipated, there can be no guarantee or warranty, expressed or implied, by anyone as to the actual results you may get. Occasionally, additional treatments and/or treatment for problems or complications may be required. These could result in additional charges for which you may be responsible. Your insurance, if you have it, may or may not cover the expenses related to actual complications or other medically related problems arising out of treatment(s) by **AestheTx Refinery Spa Ilc**.

I acknowledge that I have read and fully understand the foregoing Financial/Billing, Cancellation, Refund, Revision and Complication policies and my obligations related thereto, **AestheTx Refinery Spa Ilc**. I assume all responsibility and hold **AestheTx Refinery Spa Ilc, (&/or affiliates including but not limited to founders/owners, providers, employees, independent contractors, medical director & management companies)** harmless.

\*These Policies are subject to change without notice. If you have any questions or need assistance with any financial matters relating to your treatment, please contact our office for help

---

#### **PRIVACY POLICY**

We keep all personal data provided safe and secure through high-level features.

This notice discloses the privacy practices for [AestheTxRefinerySpa.com](http://AestheTxRefinerySpa.com). It applies only to information collected by this web site.

#### **WHAT INFORMATION WE GATHER**

We may collect information in two ways, what you provide voluntarily and what we or our agents collect automatically.

Information you voluntarily provide may include:

- Your name
- Your email address
- Your telephone number(s)
- Your mailing address
- Your location
- Your gender and other demographic data
- Personal health information (if you so choose)

Information we or our agents collect automatically may include:

- Your IP address
- Your operating system
- Your device type
- Your browser ID and other information related to how you interacted with our website.

This information may be obtained through server log files, and additionally, through the use of cookies or other tracking systems, emails, electronic messages and other communications transmitted through the website/apps. Cookies fall into different categories based on their purpose. Wix analytics and Google Analytics gathers information allowing us to understand interactions with our websites and ultimately refine that experience to better serve you.

Some cookies are utilized to make advertisements presented to you more relevant to you and your interests. Such cookies are employed by Google Adwords, among other advertising platforms.

Other tracking systems may utilize technologies like pixels, which are very small graphic files containing a unique identifier allowing us or our agents to see when someone has visited the site.

We are the sole owners of the information collected on this site. We will not, under any circumstances, sell or rent it to anyone, or share it with anyone outside our organization, agents or website host and/or manager. Additionally we use this information for your chart, purchases, specials, & marketing.

### **HOW WE WILL USE YOUR INFORMATION**

We will use it only to respond to you about the reason you contacted us. Unless you ask us not to, we may contact you via email, text or phone in the future to tell you about specials, new products or services, or changes to this privacy policy.

---

### **SECURITY**

We do not ask you to supply a social security number via our website, and any personal health information you do supply is voluntary. You do not need to give details. We have secure third-party payment processors. Your credit card data will be protected under the payment processor's policy.

### **Terms of Use**

---

By submitting to virtual calls, the contact form and all other forms of contact/communication, you agree to the Terms of Use: Communications through our smart phones, website or via email are not encrypted, but do have multiple security features, however they are not necessarily secure. Use of smart phone texting/messaging, internet or email is for your convenience only, and by using them, you assume the risk of unauthorized use or online hacking to steal personal data. We do utilize secure, Hippa compliant TeleHealth software which enables safe video calls.

By submitting a form you hereby agree to hold **AestheTx Refinery Spa llc**, its doctor and affiliates, harmless from any hacking or any other unauthorized use of your personal information by outside parties.

### **Children Under the Age of 18**

Our Website is not intended for children under 18 years of age. No one under age 18 may provide any personal information to or on the Website. We do not knowingly collect personal information from children under 18. If you are under 18, do not use or provide any information on this Website or on or through any of its features/register on the Website, make any purchases through the Website, use any of the interactive or public comment features of this Website or provide any information about yourself to us, including your name, address, telephone number, e-mail address or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 18 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 18, please contact us at the contact information located within the Website.

### **HIPAA Privacy Notice**

---

**AestheTx Refinery Spa llc** Abides by HIPPA PRIVACY.

Your privacy rights in a nutshell:

What Information Is Protected:

- Information your doctors, nurses, and other health care providers put in your medical record.
- Conversations your provider has about your care or treatment with nurses and others.
- Information about you in your health insurer's computer system.
- Billing information about you at your clinic.

Health insurers and providers who are covered entities must comply with your right to:

- Ask to see and get a copy of your health records
- Have corrections added to your health information
- Receive a notice that tells you how your health information may be used and shared
- Decide if you want to give your permission before your health information can be used or shared for certain purposes, such as for marketing

- Request that a covered entity restrict how it uses or discloses your health information
- Get a report on when and why your health information was shared for certain purposes
- If you believe your rights are being denied or your health information isn't being protected, you can
  - File a complaint with your provider or health insurer

The Privacy Rule sets rules and limits on who can look at and receive your health information

To make sure that your health information is protected in a way that does not interfere with your health care, your information can be used and shared:

- For your treatment and care coordination
- To pay doctors and hospitals for your health care and to help run their businesses
- With your family, relatives, friends, or others you identify who are involved with your health care or your health care bills, unless you object
- To make sure doctors give good care and nursing homes are clean and safe
- To protect the public's health, such as by reporting when the flu is in your area
- To make required reports to the police, such as reporting gunshot wounds

Your health information cannot be used or shared without your written permission unless this law allows it. For example, without your authorization, your provider generally cannot:

- Give your information to your employer
- Use or share your information for marketing or advertising purposes or sell your information

## COMPLAINTS

You have the right to:

- access, supplement, and amend patient-provided personal health information;
- provide feedback regarding the site and the quality of information and services; and
- register complaints, including information regarding filing a complaint with the Texas Medical Board.

Please call us, send us an email or use website's contact form for complaints, to share website insight regarding information contained within or service quality. [tdlr.texas.gov](http://tdlr.texas.gov) (800)803-9202 | [tmb.state.tx.us](http://tmb.state.tx.us) (800)201-9353

## DISCLOSURE OF OWNERSHIP &/OR FINANCIAL INTERESTS NOTICE

The purpose of the disclosure notice is to inform you that **Our Medical Director and/or Medical Director's Entity**, may have ownership &/or financial interests in the following entities: AestheTx Refinery Spa llc.

Our Medical Director may also have a financial interest in some procedure and product components offered and sold through aforementioned med spa.

## INDEPENDENT CONTRACTOR NOTICE

The Aesthetic Medical Service Providers in conjunction with **AestheTx Refinery Spa llc**, including Registered Nurses, Licensed Estheticians and other affiliates are are not direct employees of **Our Medical Director and/or Medical Director's Entity**.

You have the right by law to choose the provider of your health care services, as well as, the option of utilizing an alternate medical facility/medical spa and products.

You will not be treated differently by your physician or provider if you choose to obtain health care/medical spa services at another facility, or to utilize alternate products from a different company, if applicable.

(All that contained within this disclosure is subject to change without notice and there may be some delay in this form revision). If you have any questions concerning this notice, please feel free to ask physician or provider.