

Patient Contract: Overview and Clauses

All patients started in OrthoFi will e-sign a two-page service agreement which covers their Orthodontic Treatment at your practice, as well as OrthoFi's services. Contract terms vary by state, down payment, and financing length.

This document is designed to provide a copy of the clauses that are in every contract. State specific terms are not included and will vary.

View a sample contract [here \(linked\)](#).

Step One: Financial Details

My Payment Plan		
Twin Brackets:	\$5,500.00	Treatment Name
Treatment Cost:	\$5,500.00	
Estimated Insurance Contribution:	-\$1,000.00	
In-Network:	-\$0.00	Discount for In-Network Carriers
Patient Responsibility:	\$4,500.00	
Pay-in-Full Discount	-\$135.00	PIF Discount that was presented to patient
Cash Sale Price ¹	\$4,365.00	Total w/PIF Discount
Down Payment	-\$900.00	
Amount Financed ² (Principal Balance)	\$3,465.00	
Pay-in-Full Discount Forgone	\$135.00	PIF Discount Removed
Finance Charge (Time Charge)	\$135.00	
Time Balance ³ (Amount Financed + Finance Charge)	\$3,600.00	
Time Sale Price ⁴ (Cash Sale Price + Finance Charge)	\$4,500.00	
Monthly Payments	\$150.00	Monthly Payment Amount
Number of Payments	24	Number of Monthly Payments

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.

Step Two: Federal Truth In Lending Disclosure

Federal law requires OrthoFi to feature this Federal Truth in Lending disclosure on any contract where a pay-in-full discount is offered but not selected. This is required in all 50 states and D.C.

What This Means:

- It is required as a way to keep borrowers informed of their financial options before signing.
- This patient was offered a Pay-In-Full Discount which they opted not to take.
- Federal Law requires that Pay-In-Full Discount is listed as a "Finance Charge".
- This is required because the patient had a more affordable Pay-In-Full option available. Patient pays exactly what they chose on the slider.
- **No hidden fees.**

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.
3.697%*	\$135.00*	\$3,465.00*	\$3,600.00

* - PLEASE NOTE: You were offered an additional Paid in Full discount of 3.000%, or \$135.00, 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 3.697% 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	\$900.00	May 18, 2021
1st Monthly Payment	\$150.00	June 18, 2021
Monthly Payment	\$150.00	18th of the month
Last Payment	\$150.00	May 18, 2023

Change Payment Due Day: [Change Due Day](#)

Sample Scripting:

"You were offered a pay-in-full discount of ___% or \$___, which you chose not to take. Federal law requires us to present this discount as a finance charge. This does not change the payments that you selected on the slider."

"This Finance Charge is the Pay-In-Full Discount that was available to you. Finance charges must be presented in a dollar amount and as a percentage, so the \$___ represents ___% APR, over the length of your payment plan."

"This finance charge is not an additional cost to you."

Step Three: Additional Disclosures

Additional Disclosures will vary based on down payment amount, insurance status, and soft credit check status. The financially responsible party will initial each disclosure to acknowledge receipt and understanding.

Payment Schedule

- The expected due dates and amounts of invoices.
- Patients can change their monthly invoice due date using the drop down menu and the **CHANGE DUE DAY** button.

You Are Able To Use Other Financing Options

- Patients are not required to use OrthoFi's financing and can make alternative arrangements.

You Are Agreeing to Use Automated Monthly Billing

- Patients agree to OrthoFi automatically billing them every month for their payment plan.
- Exceptions to this are up to the practice.

You Are Responsible for Any Changes to Your Insurance Coverage

- Patients are responsible for keeping their insurance active during treatment.
- Any unpaid insurance balance will be the contract signer's responsibility.

You Understand Treatment Costs Could Change Due to a Number of Factors

- Patients could be charged extra by your practice for broken retainers, brackets, etc.
- The boxes at the bottom are the disclosures from their TransUnion soft credit check.

Change Payment Due Day: 18

Initials

You are able to use Other Financing Options

Initials

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

Initials

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

You are Responsible for any Changes to Your Insurance Coverage

Initials

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

Initials

I understand there could be additional charges for lost or broken appliances, issues resulting from patient non-cooperation, 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

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 and 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 histories.

COLORADO RETAIL INSTALLMENT SERVICES CONTRACT

Issued Date: Tuesday, May 18, 2021 Disbursement Date: Tuesday, May 18, 2021	Account #: 48437 Type of Contract: Loan Type
SELLERS OFFICE: Elevation Orthodontics 10463 Park Meadows Drive Lone Tree, Colorado, 80124 (555)885-5555	BUYER: Gina Smith 1000 MainSt Denver, CO, 80123 (555)555-5555

Promise to Pay

- The Finance Charge is the sum of the Pay-In-Full Discount forgone when you opted to finance.
- For interest-bearing plans, interest is accrued daily.
- Payments are processed automatically by OrthoFi via debit card, credit card, or ACH debit.
- You are promising to pay the agreed upon amount in the selected length of the contract plus any additional charges provided for under this contract.

Late Charges

- Late charges are applied to any invoices not paid in full 10 days after their due date.
- Late charges vary by state.
- Practice can opt in or out of collecting late fees.

Dishonored Payment Fee

- Dishonored payment fees (insufficient funds fee) are charged upon the return of a check or ACH payment. Fee varies by state.

Prepayment

- There are no additional charges for paying off this contract early.
- Payers will receive a rebate for any unearned interest.

Application of Payments

- A payment will first be applied to any past due invoices then the upcoming invoice. Any bulk payments or overpayments will be applied to the principal balance (end of contract).

Security Interest

- There is no collateral. This contract isn't tied to your house, car, etc.

Default

- Signers will be in default under this contract for missed payments.
- The practice has the option to discontinue services until outstanding balances are paid.
- The practice has the option to report you to the credit bureau if you do not meet the payment terms of this contract.

Step Four: Services Agreement (Cont.)

Non Waiver of Rights

- Any exceptions made to the terms of this contract do not have to be honored for the remainder of the contract. E.g. the practice can waive one late fee and not a second.

Treatment Terminated by Patient

- If treatment is terminated by the patient, there could still be a balance owed based on the practice's transfer/termination policy.
- Practice's will determine how they would like to charge terminated patients.

Potential Additional Treatment Costs

- The treatment length and cost are based on professional experience and assumes patient cooperation.
- Additional costs could occur if the treatment changes. The patient will always be notified if this is the case.

Statement of Amount Due

- A statement of the remaining balance can be requested at any time or accessed via the OrthoFi portal.

Consent to Electronic Communications

- The patient gives OrthoFi permission to contact them via email, phone call, and text message regarding their contract.

Credit Reporting

- OrthoFi may report information about this account (including late/missed payments) to credit bureaus.

Governing Law, Assignment, and Execution

- This contract is binding and governed by the practice state.

Notice to the Buyer

- The signer is expected to read this contract before signing and is entitled to a copy which will be sent via email.
- The financially responsible party is entitled to a partial return of unearned finance charges.

Electronic Signatures and Consents

- By signing this contract, the buyer is consenting to electronic communications.
- By signing this contract, the buyer agrees that they have read and understood the contents of the contract.