

# Unicorn's Orthodontia Payment Plan Options



**Sign up risk free!** There are no sign up fees, minimum usage requirements or equipment to purchase. Please select the payment plans you wish to offer by checking (☑) the box next to the plan.

## No Interest Payment Plans – financing that really attracts patients

Available Payment Plans	Service Fee	Credit Lines	Minimum Transaction
<input type="checkbox"/> 18 Months No Interest	8.99%	\$5,000 - \$12,000	\$2,000
<input type="checkbox"/> 24 Months No Interest	9.99%	\$5,000 - \$12,000	\$3,000

- If you select only 24 Months the minimum will be \$2,000 rather than \$3,000.
- Payments are designed to pay off the financed amount in the actual no interest period. Your patients will never have to worry about a large balloon payment due right before the no interest period is about to expire!
- A revolving line of credit that can be used again and again or for other household members.

## Extended Payment Plan – for patients who need a lower monthly payment

	Service Fee	Credit Lines	Minimum Transaction	Patient's APR
<input type="checkbox"/> Extended Payment Plan	5.99%	\$5,000 - \$12,000	\$1,000	11.99% - 27.99%

- Purchases of \$1,000 to \$1,999 pay off in approximately 24 months; \$2,000 to \$2,999 pay off in approximately 30 months; \$3,000 or greater pay off in approximately 36 months.
- A revolving line of credit that can be used again and again or for other household members.

Practice Name \_\_\_\_\_

Unicorn ID# \_\_\_\_\_

Grow your practice™



## UNICORN FINANCIAL MERCHANT AGREEMENT (v.ORTHO051404)

This Merchant Agreement ("Agreement") is between Unicorn Financial Services, Inc., a Delaware corporation ("UNICORN"), and the provider of goods and services that has signed this Agreement ("Merchant" or "you"). This Agreement sets forth the terms and conditions under which certain authorized purchases of services and goods from Merchant by Merchant's customers will be financed through the UNICORN Revolving Account program. UNICORN may amend or modify this Agreement at any time upon 30 days' notice to Merchant. Submission by Merchant of any transactions for funding after such 30-day notice period constitutes acceptance of the modified or amended terms as if set forth herein, whether or not Merchant has signed an amendment or acknowledgment of the new terms.

1. **Identity of Creditor.** UNICORN makes available financing programs in which consumers receive financing for their purchases of healthcare related goods and services. Through the UNICORN Revolving Account program, a financial institution ("Bank") with which UNICORN has a contractual relationship extends credit directly to consumers, and the Merchant authorizes UNICORN to retain a service fee (see Section 4) from the proceeds of each consumer credit extension UNICORN provides.
2. **Defined Terms.** "Credit Notification" means an Approved Credit Notification and Purchase Verification Invoice form with credit terms set forth by UNICORN and delivered to Merchant or its customer. "Invoice" means a properly completed Credit Notification signed by Merchant's customer and submitted to UNICORN by Merchant.
3. **Credit Extension & Funding.** For each transaction in which Merchant's customer has been approved for a UNICORN Revolving Account, and subject to the transaction meeting all of the criteria for funding under this Agreement, UNICORN agrees that Bank will extend credit to Merchant's customer and fund the transaction described in the applicable Invoice by paying to Merchant 100% of the Amount Financed as shown on the Invoice. In each case, Merchant will receive a payment equal to 100% of the Amount Financed, less the applicable UNICORN service fee, which UNICORN is authorized to and shall deduct from the payment due to Merchant.
4. **Service Fees.** Unicorn's Service Fee with respect to each funded Invoice is a stated percentage of the Amount Financed (as set forth on the Invoice), and shall be in accordance with the attached Service Fee Schedule.
5. **Customer Accounts; Presentment of Invoices.** Merchant will deliver to UNICORN the following items, signed by the customer, within 15 days after the procedure date or purchase date: (i) customer's Credit Application with a copy of customer's government-issued photo identification, or a Merchant-signed photo-identification form; (ii) Disclosure Receipt Form; and (iii) Invoice. Merchant will provide to each customer at the time the customer Account is opened, simultaneously a complete copy of (i) the UNICORN Revolving Account Agreement and Disclosure Statement and (ii) the completed Credit Notification. If the customer is already a UNICORN Revolving Account holder, Merchant will provide customer the completed Credit Notification for each transaction. Presentment of an Invoice will constitute an endorsement and assignment to Bank or UNICORN, as the case may be, of all of Merchant's rights against the customer. Funding with respect to an Invoice shall not constitute a waiver by UNICORN or Bank of any of their rights. All funding and Invoice amounts are subject to review by UNICORN, which reserves the right to correct any errors discovered.
6. **Right to Rescind or Revoke Acceptance.** UNICORN or Bank may refuse to accept or rescind any Invoice accepted if: (i) the services or goods financed have not been accepted by the customer; (ii) there is a pending customer dispute; or (iii) there has been any negligence or fraud by Merchant or any of its employees or agents.
7. **Customer Disputes.** All disputes between Merchant and any customer relating to any transaction charged to the UNICORN Revolving Account will be settled between Merchant and its customer directly, and Merchant will use its best efforts to resolve such disputes promptly after notice thereof. Neither UNICORN nor Bank bears any responsibility for such transactions, nor any responsibility to mediate or manage any dispute-resolution process between such parties.
8. **Merchant Representations.** With respect to each Invoice submitted for funding, Merchant represents and warrants to UNICORN and Bank as follows:
  - A. Merchant has obtained positive photo-identification from its customer before transmitting any Invoice to UNICORN for funding.
  - B. Invoice represents the bona fide purchase of goods and/or services at the price indicated. If the services are medical or dental in nature, Merchant has performed or will perform all services for its customer in a medically appropriate manner and with explicit consent of the customer before submitting the Invoice for such services to UNICORN.
  - C. As of the date the Invoice is submitted, Merchant has no knowledge or notice of events or circumstances that would impair the validity of the Invoice or its collectibility.
  - D. Merchant has not advanced or rebated, nor agreed to advance or rebate, any cash to its customer. If any portion of the total purchase price for the goods and services covered by the Invoice is not being financed through the UNICORN program, the balance of the charges payable by Merchant's customer have been or are being paid by cash, check, debit or check card, or other non-credit device, and, to Merchant's knowledge, are not being financed through any other financing program or credit device.
  - E. Merchant is in compliance with this Agreement, and all laws, rules and regulations of federal, state and local government agencies including, without limitation, all licensing requirements applicable to Merchant and its personnel.
  - F. Merchant is the only person or provider entitled to charge the customer for the services or goods reflected on the Invoice.
  - G. Merchant will not discriminate against customers using the UNICORN program by adding additional charges or surcharges to the normal price of the goods and services because the purchase is being financed; provided, however, that Merchant may allow discounts to its customers for paying by cash, check or other debit device.
  - H. If Merchant offers more than one UNICORN financing program to any of its customers (e.g., "Advantage" and "No-Interest"), Merchant has advised the customer of all of such programs and that customer may select any of such programs, at customer's sole discretion.
  - I. If the procedures covered by the Invoice are to be performed on a single occasion, the services have been performed by Merchant and accepted by customer. If any procedures covered by the Invoice are to be performed on multiple occasions or visits, or through multiple treatments, in each case (1) the first treatment or visit has occurred and such services have been performed by Merchant and accepted by customer, (2) Merchant and customer have agreed upon a specified number of visits or treatments, or treatment period, for performance of the balance of the procedures not to exceed 60 days, and (3) customer has been informed by Merchant and has acknowledged that customer has committed to receive and pay for all of the services financed.
  - J. Purchases set forth and submitted on a Dental Invoice (and submitted with Merchant's dental program I.D. number) represent exclusively dental services and procedures, and purchases set forth and submitted on an Orthodontics Invoice (and submitted with Merchant's orthodontics program I.D. number) represent exclusively orthodontic services. Merchant shall not mischaracterize any services performed or to be performed and submit such charges on the improper form of Invoice.
9. **Indemnification by Merchant; Chargebacks.**
  - A. If a customer's Invoice is incorrect or contains an error, then UNICORN has the right to have such Invoice purchased by Merchant immediately upon demand by UNICORN. In such event, Merchant agrees to accept for charge-back and be liable to pay to UNICORN, within 15 days from such demand, the outstanding balance of the customer's Account relating to such Invoice that is in dispute (without any deductions or offsets of any kind), plus any finance charges and fees related to the Invoice pursuant to the customer's obligation with UNICORN or Bank, plus any costs or damages incurred by UNICORN (including any legal costs).
  - B. In the event a customer alleges an error was made in selection of the applicable UNICORN financing program (e.g., "Advantage" vs. "No Interest"), UNICORN has sole discretion to rebook the relevant consumer transaction to accommodate the consumer's choice of program. In such event, if the UNICORN Service Fee is greater on the rebooked transaction than on the original funding, Merchant shall pay UNICORN the difference in Service Fee promptly upon request. UNICORN also may retain this additional fee from any future funding by way of setoff. No other adjustments will be made on transactions rebooked from one program to another.
  - C. If a customer Invoice or the transaction represented by an Invoice is fraudulent or is subject to any claim of illegality, cancellation, rescission, avoidance or offset for any reason whatsoever, including, without limitation, negligence, fraud, misrepresentation, or dishonesty on the part of Merchant or its agents, employees, or licensees, or because the related transaction is not a bona fide transaction in Merchant's ordinary course of business, then upon demand by UNICORN, Merchant shall accept for charge-back and pay to UNICORN (i) the full unpaid principal balance relating to the Invoice, plus (ii) any finance charges and fees related to the Invoice, plus (iii) all losses and expenses incurred by UNICORN (including legal costs).
  - D. If a customer in good faith, as determined by UNICORN, disputes or denies the execution of the Invoice, the delivery or completion of the goods or services purchased, authorization of the transaction represented by the Invoice, or alleges that a credit adjustment was requested and refused or that a credit adjustment was issued by Merchant but not posted to the Account due to Merchant's failure to submit the credit adjustment to UNICORN, to the extent such dispute has not been resolved within 90 days from the date Unicorn first notifies Merchant, Merchant agrees to accept for charge-back and be liable for the full disputed amount, plus any finance charges or fees, plus any legal costs incurred by UNICORN related to the disputed charges pursuant to the customer's obligation with UNICORN or Bank.
  - E. If (1) any warranty, representation or covenant made by Merchant to UNICORN or Bank in connection with the Invoice is untrue when made or at any time may be

breached, (2) the Invoice or any amount payable thereon is rescinded by court order or by settlement, due to an actual or alleged wrongful or negligent act by Merchant or its employees, representatives or agents, or (3) customer or its representative files any legal proceeding asserting (i) any wrongful act or omission by Merchant or its employees, representatives or agents in connection with the furnishing of any goods or services covered by such Invoice, or (ii) the injury or death of any person relating to the goods or services covered by the Invoice, or (iii) the loss, destruction or damage of any property arising out of the furnishing by Merchant or its employees, representatives or agents of any goods or services covered by such Invoice, then upon demand by UNICORN, Merchant shall accept for charge-back and pay to UNICORN (i) customer's full unpaid principal balance relating to the Invoice, plus (ii) any finance charges and fees related to the Invoice pursuant to the customer's obligation with UNICORN or Bank, plus (iii) all losses and expenses incurred by UNICORN, including legal costs, and Merchant shall indemnify and defend UNICORN from and against any such claims.

F. If Merchant breaches this Agreement, Merchant shall pay UNICORN all incurred losses and expenses (including legal costs) as a result of such breach.

G. Merchant shall be liable to and shall indemnify, defend and hold harmless UNICORN and its officers, employees, agents and directors from any losses, damages, claims or complaints incurred by UNICORN arising out of: (i) any lawsuit, legal proceeding, arbitration proceeding, claim or complaint of a third party in connection with Merchant's advertisements and promotions relating to the UNICORN Revolving Account which have not been reviewed and approved by UNICORN; and (ii) any illegal or improper conduct of Merchant or its employees or agents in connection with any of the transactions contemplated by this Agreement.

10. **Collections.** UNICORN or Bank, as the case may be, has the sole right to receive payments on Invoices and on any charges placed on a customer's UNICORN Revolving Account, except for specific rejected charges or amounts charged back to Merchant and for which Merchant has returned the Amount Financed as provided herein. Merchant agrees not to accept any payments that UNICORN or Bank has a right to receive. If Merchant receives any payments to which UNICORN or Bank is entitled, Merchant shall immediately forward such payments to UNICORN and hereby authorizes UNICORN and Bank to endorse such payments for deposit to the account of UNICORN or Bank.

11. **Right of Set-off and Reserve.** UNICORN has the right of set-off, and the right to subtract from any payments due Merchant, for any charge-backs, credit Invoices, indemnities, or any other amounts owed by Merchant to UNICORN. UNICORN has the right to withhold as a reserve from any fundings to Merchant such amounts as UNICORN may reasonably determine may be owing, or may become owed, to UNICORN as a result of anticipated charge-back activity.

12. **Review of Records.** Merchant will allow UNICORN to examine records to verify that financed services or goods were performed or delivered. Merchant will maintain all of the records referred to in this paragraph for a period of at least three years, and will give UNICORN full access to them within 15 days of its request.

13. **Credit History.** Merchant authorizes UNICORN to obtain information about its credit history, at any time, and authorizes the release of such information to UNICORN.

14. **Use of Trademarks.** Merchant may display promotional materials supplied by Unicorn. Any other use of trademarks, service marks, logos, or other property of UNICORN requires prior written consent of UNICORN. Merchant will discontinue all use of such property immediately upon termination of this Agreement.

15. **ACH Authorization.** Merchant may choose to authorize credit and debit transactions by automated clearinghouse ("ACH"). Merchant will be deemed to have authorized such ACH transactions if it submits: (i) the information required to process ACH payments (i.e., account number, name, bank institution and routing number) and (ii) a copy of a voided check from Merchant's applicable bank account. Upon receipt of these items, UNICORN will process all credit and debit transactions with Merchant by means of ACH transfers. Either party may discontinue ACH processing by giving written notice to the other party.

16. **Delay in Enforcement.** Either party's failure at any time to insist upon the performance of any provision of this Agreement will not operate as a waiver of any right or remedy either party has under this Agreement. A waiver of one provision of this Agreement will not operate as a waiver of any other.

17. **Termination.** Either party may terminate this Agreement upon written notice to the other, effective upon notice. Termination of this Agreement shall not release either party from any obligation incurred prior to termination (including, without limitation, Merchant's obligations under Section 9).

18. **Parties Not Agents.** This Agreement does not constitute either party as the agent or representative of the other for any purpose.

19. **Complete Agreement.** This Agreement, together with any attachments or exhibits, constitutes the entire Agreement between the parties concerning the subject matter hereof, and incorporates all representations, promises and statements, oral or written, made in connection with the negotiation of the same.

20. **Successors & Assigns.** Merchant may not assign this Agreement. Unicorn may assign this Agreement at any time with written notice to Merchant. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors, permitted assigns, legal representatives, heirs, executors and administrators.

21. **Severability.** If any provision of this Agreement shall be held by any court to be illegal, void or unenforceable, such provision shall be of no force and effect, but the unenforceability of such provision will not affect or impair the enforceability of any other provision of this Agreement.

22. **Notices.** Whenever UNICORN or Merchant shall be required or have the right to give notice to the other, notice shall be deemed to have been given (i) three business days after having been mailed, postage prepaid, to the other party at its address below, or (ii) upon transmission by fax, with confirmation of completion of transmission, to the other party at its fax number below, or (iii) one business day after having been sent by reputable overnight delivery service (selecting next-day delivery) to the other party at its address below. In addition, Merchant expressly authorizes UNICORN to include Merchant on UNICORN's fax distribution lists for periodic marketing and advertising of UNICORN products and services, and for products and services offered to members of the UNICORN Network by parties with which UNICORN has marketing relationships, unless Merchant specifically opts out of receiving such marketing materials by giving written notice of opt-out to UNICORN.

23. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona, without giving effect to the conflict of laws provisions thereof.

24. **Dispute Resolution.** Any dispute or claim arising from or relating to the Merchant Agreement shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Such arbitration is to be held in Tallahassee, Florida or in another location as the parties may mutually agree. The substantially prevailing party, as determined by the arbitrator, shall be reimbursed by the other party for all costs of arbitration, including attorney's, expert's and witness fees. Judgment on any award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction thereof. Claims of third parties shall not be joined in any arbitration between the parties. The parties acknowledge and agree that this arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §1-16. If any portion of this paragraph is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this paragraph. **THE PARTIES ACKNOWLEDGE AND AGREE THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, THEY ARE WAIVING ALL RIGHTS TO A TRIAL BY COURT OR JURY AS A MEANS OF RESOLVING ANY DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

25. **Discontinued Treatment Plans; Undelivered Services.** Notwithstanding anything to the contrary in this Agreement:

A. In the event a customer charges orthodontics services on a UNICORN Revolving Account and subsequently discontinues a treatment plan prior to braces being affixed to the teeth, Merchant shall deliver to UNICORN, not later than 15 days after the customer discontinues the treatment plan, a cash payment in an amount equal to 100% of the Amount Financed as set forth on the Invoice covering the related treatment, less an amount equal to any Service Fee previously paid to or withheld by UNICORN with respect to the original Invoice, together with Merchant's written advice to UNICORN to credit the customer's UNICORN Revolving Account in the amount of 100% of the Amount Financed as set forth on the applicable Invoice. If UNICORN has not received such payment within such time period, UNICORN may exercise its rights of set-off described in this Agreement and may exercise any other remedies to which it is entitled.

B. In the event a customer charges orthodontics services on a UNICORN Revolving Account and, after braces have been affixed to the teeth, the customer discontinues the treatment plan or transfers to another orthodontics provider prior to all of the services covered by an Invoice having been provided, Merchant promptly will either refund to the customer directly, or transmit to UNICORN (together with written advice to UNICORN to credit such amount to the customer's UNICORN Revolving Account), an amount representing the services covered by the Invoice but not yet delivered by Merchant, as agreed between Merchant and the customer. If Merchant and the customer have not, within 90 days after the customer has discontinued the treatment plan, agreed on the amount of the payment to customer or the method of crediting or refunding to the customer, Merchant agrees to pay to UNICORN not later than 15 days after the end of such 90-day period an amount in cash (which will be credited by UNICORN to the customer's UNICORN Revolving Account) not less than that set forth in the attached "Minimum Refund Schedule." In the Minimum Refund Schedule, "Month Treatment Is Terminated" refers to months after the date braces were affixed to the teeth. If UNICORN has not received such payment within such time period, UNICORN may exercise its rights of set-off described in this Agreement and may exercise any other remedies to which it is entitled.



# New Account Registration

## Service Fee Schedule

<u>Orthodontic Financing Plans</u>	<u>18 Months No Interest Financing</u>	<u>24 Months No Interest Financing</u>	<u>Extended Payment Plan</u>
Service Fee	8.99%	9.99%	5.99%

## Minimum Refund Schedule for Orthodontic Procedures:

Month Treatment Terminated	Percentage of Customer's Amount Financed to be Credited and Refunded	Month Treatment Terminated	Percentage of Customer's Amount Financed to be Credited and Refunded	Month Treatment Terminated	Percentage of Customer's Amount Financed to be Credited and Refunded	Month Treatment Terminated	Percentage of Customer's Amount Financed to be Credited and Refunded
1	75.00%	7	55.43%	13	35.87%	19	16.30%
2	71.74%	8	52.17%	14	32.61%	20	13.04%
3	68.48%	9	48.91%	15	29.35%	21	9.78%
4	65.22%	10	45.65%	16	26.09%	22	6.52%
5	61.96%	11	42.39%	17	22.83%	23	3.26%
6	58.70%	12	39.13%	18	19.57%	24	0.00%

## Electronic Funds Transfer Authorization (ACH)

This Authorization authorizes all payments to be automatically deposited into the financial institution listed below, and authorizes Unicorn to initiate ACH Credit and Debit entries to the bank account listed below as amounts may become due under the Merchant Agreement. This authorization is in full force and effect until you send a written notification to Unicorn to terminate ACH transactions in such time as to afford Unicorn and the financial institution a reasonable opportunity to act on it.

Upon receipt of the ACH set-up information, we will initiate ACH Credit and Debit processing by transmitting a zero balance transaction to your account. This process takes approximately 10 working days to complete from the date we receive the completed documents. After testing is completed, (1) all payments to you relating to charges on your customers' Unicorn Revolving Accounts will be made electronically via ACH Credit, and (2) all payments required from you to Unicorn that may arise from time to time under the Merchant Agreement will be made electronically via ACH Debit. For ACH Credits, we will provide you with a statement listing the name of each account holder and the amount funded. The statement will also display the total amount being credited to your bank account. This statement is faxed e-mailed (as requested below) the same day the financing is processed. For ACH Debits, we will provide you with a statement listing the name of each account holder and the amount debited from your account, and the reason for the debit. This statement is faxed or e-mailed (as requested below) prior to the date indicating the ACH Debit will be processed. \*\*\* A copy of a voided check is required to set up ACH, please fax a copy along with this completed paperwork\*\*

_____ Name of financial institution	_____ Type of Account: checking or savings
_____ Account Number	_____ Routing Number

I would prefer to receive notification of ACH transactions by:  Fax  E-mail (to the E-mail address listed below)

**Signature:** By signing below, I acknowledge receipt and agree to comply with the Unicorn Financial Merchant Agreement, (v.051404).

_____ Name of Corporation/Partnership / LLC / LLP	_____ Name of Practice (DBA)	_____ Federal TIN/EIN	
_____ Street Address / Principal place of business	_____ City	_____ State	_____ Zip Code
_____ Phone Number	_____ Fax Number	_____ E-mail	
X _____ Signature of Owner/Officer/General Partner/LLC Manager or Member	_____ Print Name	_____ Date	

\*\*\* For multiple locations please attach a list of each location's information including: *location name, contact name, address, phone, fax and tax ID#.*

**If you have questions call: (888) 388-7633 Fax: (877) 758-7633**