



Pittsburgh Center for Plastic Surgery
3109 Forbes Ave, Ste 500 | Pittsburgh, PA
Phone - (412) 802-6100 | Fax - (412) 802-7700
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Post-Surgical Recovery Packages Terms and Conditions

These Terms and Conditions govern the purchase of recovery packages from [Pittsburgh Center for Plastic Surgery] (hereinafter referred to as "Center"). By purchasing a recovery package, you (hereinafter referred to as "Client") agree to the following terms:

1. **Purpose:** These Terms and Conditions establish the formal agreement between the Client and the Center concerning the purchase of a recovery package designed to support post-operative care following plastic surgery. The Client recognizes that the Center offers a recovery packages, tailored to meet varying levels of care and support. This document defines the rights, responsibilities, and expectations of both parties to ensure a clear understanding of the services rendered.

2. **Payment Terms:** The Client hereby agrees to remit payment in full for the recovery package selected from the Center's available options. The total cost of the chosen package is detailed in the Center's pricing structure. Payment in full is a mandatory prerequisite, and no portion of the recovery package will be provided to the Client until the full amount has been received and processed by the Center. The Center reserves the right to withhold all services and benefits associated with the recovery package in the event of non-payment, partial payment, or any issues with the payment method.

3. **No Refunds or Cancellations:** Upon the completion of payment for the selected recovery package, the transaction is deemed final and binding. The Client acknowledges and agrees that no refunds, partial or full, shall be issued under any circumstances, including but not limited to a change of mind, dissatisfaction, or failure to utilize the services or benefits included in the package. Furthermore, cancellations of the recovery package are not permitted after four (4) weeks prior to surgery. In the event of a cancellation or rescheduling of the Client's surgery after the cancellation period, regardless of the delivery of the surgery by the Center or an outside party, the terms of this agreement remain enforceable. The Client understands that the recovery package is customized and reserved based on the anticipated post-surgical needs and timeline, and such changes do not alter the no-refund and no-cancellation policy. The Center shall not be held liable for any inability to utilize the recovery package due to the Client's surgical schedule being modified or canceled. These terms are intended to ensure that resources and commitments made by the Center in preparation for the Client's recovery are protected and not subject to loss or disruption.

4. **Acknowledgment of Center's Available Services:** The Client expressly acknowledges and agrees that the recovery package offered by the Center is a separate and independent service from the surgical procedure performed at any surgical facility by any medical professional. The purchase of the recovery package is not contingent upon, nor does it establish any affiliation, partnership, or endorsement between the Center and the surgical facility or the medical professionals involved in the Client's surgery. The Center makes no representations, warranties, or guarantees regarding the outcomes of the any surgical procedure, or the medical care received from the surgical facility or medical professionals. The success or complications of the surgical procedure are influenced by a variety of factors, including but not limited to the skill and judgment of the surgical team, the Client's medical history and condition, and adherence to post-operative care instructions provided by the surgical facility or healthcare professionals. The Client acknowledges that the Center's role is limited solely to delivering the services, amenities, and support included in the purchased recovery package and does not extend to the management, oversight, or influence of the surgical procedure or its results. The Center shall not be held liable for any adverse outcomes, complications,

or dissatisfaction related to the surgery or medical care provided by the surgical facility or its personnel.

5. **Exclusion of Medical/Surgical Services:** The Client acknowledges and agrees that the recovery package is designed to provide non-medical, supportive services aimed at enhancing post-operative comfort and convenience. The scope of these packages is limited to the services and amenities explicitly described within the selected recovery package. The recovery package is offered as an independent service that complements, but does not replace, professional medical oversight. Any additional surgical or medical services required by the Client, whether emergent or non-emergent, fall outside the scope of the recovery package. The Client is responsible for arranging and receiving any required medical or surgical care directly from licensed healthcare providers outside the scope of the recovery package. Examples of such services include, but are not limited to:

- Post-operative evaluations conducted by a licensed physician or surgeon.
- Medical diagnoses, treatments, or procedures.
- Treatment of complications, infections, or adverse reactions.
- Surgical interventions or assistance.
- Dressing changes, suture removal, or other medical interventions requiring healthcare professional oversight.
- Medications, prescriptions, or the administration of medications.
- Emergency care or critical medical services.

These services are not covered under the recovery package and will incur additional costs. Should the Client require or request any additional medical or surgical services, the Center will inform the Client or their authorized representative in advance of the estimated costs. The provision of such services will only proceed upon obtaining explicit consent from the Client or their representative regarding the associated charges and the establishment of a formal patient-healthcare provider relationship. In the event of a medical emergency during the period covered by the recovery package, the Client understands that they must immediately seek assistance from emergency medical services. The Center is not responsible for delivering emergency medical care and does not act as a substitute for licensed healthcare professionals. All additional medical or surgical services provided will be documented separately from the recovery package. This documentation will include a detailed explanation of services rendered, associated charges, and any agreements made between the Client and a licensed healthcare provider regarding payment.

6. **No Guarantee of Results:** The Client acknowledges and agrees that the Center does not and cannot guarantee specific results, outcomes, or improvements related to the Client's surgical procedure or the utilization of the recovery package. While the Center commits to delivering the services, amenities, and support included in the recovery package in a professional and competent manner, the efficacy of these services in facilitating recovery or enhancing surgical results is inherently variable and subject to numerous factors beyond the Center's control. Surgical outcomes are influenced by a range of individual-specific factors, including but not limited to the Client's overall health, pre-existing medical conditions, the nature and complexity of the surgical procedure, the expertise and practices of the surgical team, and the Client's adherence to post-operative care instructions provided by healthcare professionals. The Center expressly disclaims any representations, warranties, or assurances, express or implied, regarding the effectiveness, suitability, or sufficiency of the recovery package in achieving desired recovery outcomes or minimizing post-operative complications. The Client assumes all risks associated with their surgical procedure and acknowledges that the recovery package is intended as a supportive service and not a substitute for professional medical care or guidance. The Client agrees that no claims or legal action shall be brought against the Center related to dissatisfaction with surgical results, the course of recovery, or the perceived efficacy



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of the recovery package, insofar as it relates to the delivery of services related to the recovery package.

7. Consent to Treatment: By purchasing the recovery package, the Client provides informed and voluntary consent to receive the treatments, services, and amenities outlined in the selected package. The Client affirms that they have been informed about the nature, purpose, and general scope of the treatments and services included in the recovery package. The Client further acknowledges that the Center has made all reasonable efforts to answer any questions and provide clarification regarding the recovery package prior to purchase. By agreeing to these Terms and Conditions, the Client represents that they are of sound mind, fully competent, and acting voluntarily without coercion in providing consent to the treatments and services included in the recovery package. The Client further agrees to adhere to any relevant policies, instructions, or guidelines provided by the Center to ensure the proper delivery and use of the recovery package.

8. Limitation of Liability: The Client acknowledges and agrees that the Center's role is limited to delivering the services and amenities expressly described in the purchased recovery package. The providers of the recovery package do not perform or oversee any surgical procedures, provide medical advice, or act as a substitute for licensed medical professionals. As such, the Center shall not be held responsible for any adverse effects, injuries, or outcomes resulting from the Client's misuse of the recovery package, failure to follow post-operative care instructions provided by healthcare professionals, or non-adherence to the Center's guidelines for proper use of the recovery package.

The Client understands and agrees that the recovery package is offered "as-is" and acknowledges that results and experiences may vary based on individual factors, including but not limited to the Client's health status, the nature of the surgery, and compliance with medical advice. In no event shall the Center's total liability, whether in contract, tort, or otherwise, exceed the total amount paid by the Client for the recovery package.

9. Acknowledgment: By purchasing a recovery package from the Center, the Client affirms that they have carefully reviewed, fully understood, and voluntarily agreed to the terms and conditions set forth in this agreement. The Client acknowledges that they have been provided with the opportunity to ask questions, seek clarification, or request additional information regarding these Terms and Conditions prior to making the purchase.

The Client further represents that they:

- **Comprehend the Agreement:** Understand the scope, intent, and legal effect of this agreement, including all rights, responsibilities, limitations, and disclaimers outlined herein.
- **Voluntarily Consent:** Have entered into this agreement of their own free will and without coercion, undue influence, or misrepresentation by the Center or any other party.
- **By proceeding with the purchase of a recovery package,** the Client explicitly agrees that they are bound by these Terms and Conditions and waives any claim of lack of understanding or failure to review the terms. The Client acknowledges that these Terms and Conditions constitute the full and complete agreement between the parties regarding the recovery package and supersede any prior representations, discussions, or communications not expressly incorporated herein.

The Client agrees that their acceptance of these Terms and Conditions is demonstrated through the act of purchasing the recovery package, which shall serve

as conclusive evidence of their acknowledgment and agreement to be bound by this document.

10. Modifications: The Center reserves the exclusive right to amend, revise, or otherwise modify these Terms and Conditions at any time, at the Center's sole discretion. Such modifications may include, but are not limited to, changes in pricing, services offered, or policies governing the recovery package. Any amendments will become effective immediately upon being posted on the Center's official website or communicated through other appropriate channels, such as email notifications or printed notices. The Client acknowledges and agrees that it is their responsibility to review the Terms and Conditions periodically to stay informed of any updates or changes. Continued use of the Center's services or benefits associated with the recovery package following the implementation of any modifications constitutes the Client's acceptance of the revised Terms and Conditions. The Center shall not be liable for any failure on the part of the Client to review the updated Terms and Conditions or for any misunderstandings arising from modifications. The Client agrees that the Center is under no obligation to provide individual notifications of such changes beyond the aforementioned communication methods. The Client further acknowledges that any modifications to these Terms and Conditions will not apply retroactively to purchases made prior to the effective date of the modifications, except where required by law or expressly stated otherwise by the Center.

11. Dispute Resolution and Complaints The Client acknowledges and agrees that any disputes, concerns, or complaints arising out of or relating to the purchase, delivery, or use of the recovery package, as well as any matters concerning these Terms and Conditions, shall be addressed through the Center's designated dispute resolution process. The Client is encouraged to submit any disputes or complaints in writing by sending a detailed description of the issue to the Center's official email address at manager@pghplasticsurgery.com. The written complaint should include the Client's full name, contact information, the date of purchase, the specific recovery package purchased, and a clear explanation of the dispute or complaint, along with any supporting documentation or evidence. Upon receipt of a dispute or complaint, the Center shall review the submission and make reasonable efforts to respond within 14 business days. The Center may request additional information or documentation from the Client to facilitate the resolution process. The Client acknowledges that submitting a complaint or dispute does not entitle them to a refund, cancellation, or any alteration of the agreed Terms and Conditions unless explicitly determined otherwise by the Center in writing. All resolutions provided by the Center shall be final and binding, except as otherwise required by applicable law. The Client agrees to act in good faith throughout the dispute resolution process and acknowledges that failure to submit a complaint to manager@pghplasticsurgery.com as the initial step may result in a delay or forfeiture of resolution efforts. The Center reserves the right to escalate unresolved disputes to mediation, arbitration, or legal proceedings as deemed necessary, in accordance with the governing laws outlined in this agreement. By agreeing to these Terms and Conditions, the Client waives the right to pursue any dispute or complaint through alternative channels before first notifying the Center at the designated email.

If you have any questions, please contact:

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