



SKYPE CONSULTATION AGREEMENT AND CONSENT

W Cosmetic Surgery offer video consultations to prospective patients for purposes of allowing a real time, face-to-face discussion regarding the various cosmetic procedures that may be of interests to the prospective patients. However, these video consultations are not intended to provide medical advice or initiate a physician-patient relationship. Before moving forward with a video consultation with a W Cosmetic Surgery physician, this Skype Consultation Agreement and Consent (this "Agreement") must be read and executed.

This Agreement specifies the terms and conditions of your participation in a Skype consultation with a physician or other healthcare practitioner at W Cosmetic Surgery, effective as of the date of your consent (the "Effective Date").

1. **Definitions.** Throughout the Agreement, you may be referred to as "Individual." W Cosmetic Surgery may be referred to as the "Practice." Your Skype consultation may be referred to as the "Consultation" and the W Cosmetic Surgery physician participating in the Consultation may be referred to as the "Consulting Physician". Through the Consultation, the Consulting Physician will provide certain services listed below, referred to as "Consult Services."
2. **Virtual Consultations.** The Consultation performed pursuant to this Agreement shall include the following Consult Services:
 - A confidential, real time, face-to-face video consultation discussing certain cosmetic procedures which may benefit the Individual based on his/her current conditions and which may, at the Individual's option, be performed at the Practice.
 - Delivery of personalized recommendations and guidance concerning the applicable cosmetic procedures, including whether the Individual is a viable candidate for such procedures and a general explanation of the procedures.
 - If requested by Individual, a recommendation of local cosmetic physicians which may be able to perform the procedures if the Individual does not desire to, or is unable to, obtain the procedures at the Practice.

3. Not a Substitute for Treatment. The Consultation does not constitute medical advice, a formal evaluation for surgery candidacy or the delivery of healthcare. The sole purpose of the Consultation is to discuss cosmetic procedure options and whether the Individual might be a candidate for those cosmetic procedures and respond to questions regarding those procedures. The Consulting Physician will not be performing any examination or treatment, or providing any diagnoses. The Consultation should not be used as a substitute for medical care, which should be obtained from a qualified physician or other healthcare professional. If the Consulting Physician determines that the Individual needs to see a physician for care, the Individual will be informed, the Consultation will be concluded, and the Individual will be responsible for receiving the necessary care, either locally or by coming to the Practice for an office visit.
4. No Physician-Patient Relationship. The Consultation does not, and is not intended to, initiate a physician-patient relationship. Unless and until the Individual opts to receive a cosmetic procedure from the Practice and visit the Practice for a formal evaluation, the Individual shall not become a patient of the Consulting Physician or the Practice.
5. Patient Fee: The fee for the Consultation (“Consultation Fee”) is ONE HUNDRED FIFTY DOLLARS (\$150.00) and is due upon scheduling the Consultation with the Consulting Physician. The Consultation Fee covers only the Consultation. If you choose to obtain one of the recommended cosmetic procedures, you will be responsible for additional fees related to such procedure.
6. Cancellations; Refunds. Once you schedule the Consultation, read and sign this Agreement, you will be required to pay the Consultation Fee. At that time, your “appointment” has been reserved and no other individuals have access to that appointment time. Should you wish to cancel your appointment, you must contact the Practice at least forty-eight (48) hours prior to the scheduled Consultation, in which case your full Consultation Fee will be refunded to you. If you cancel within forty-eight (48) hours of your scheduled Consultation Fee, you will not be entitled to any refund for the Consultation Fee.
7. Formal Evaluation Necessary. The Consultation is not intended to replace the formal evaluation necessary to determine the Individual’s candidacy for a cosmetic procedure, including an evaluation of the Individual’s health status for such purpose. Should the Individual wish to move forward with obtaining one of the cosmetic procedures discussed with the Consulting Physician at the Practice, the Individual will be scheduled for an in-person visit at the Practice. Alternatively, if more convenient for the Individual, the Consulting Physician may recommend a local physician’s office for purposes of performing such evaluation.

8. Confidential Information.

a. Skype Security. The Skype software uses encryption software to ensure that Skype-to-Skype video chats are secure. Accordingly, all communications within the Consultation are protected by Skype's encryption software to prevent interception by unauthorized persons. However, the Practice does not have any ownership interest in or other control over Skype or the reliability of its software, and is not responsible for any failures of Skype to ensure uninterrupted protection.

b. Practice Information. Any information that the Individual provides to the Consulting Physician or the Practice, during the Consultation or otherwise, will be kept strictly confidential and maintained securely in accordance with applicable federal and state privacy laws.

9. Entire Agreement. Each of the undersigned parties agrees to the terms of this Agreement, and acknowledges and understands that this Agreement contains all of the terms and provisions related to the subject matter hereof.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

By your signature below (or typing your name if completed electronically), you acknowledge that you have read and understand this Agreement and are electronically signing your consent to participate in the Consultation.

Individual Name

Date

Street Address

Apt/Floor #

City, State, Zip

Phone (H)

(W)

(Cell)

Name of Parent or Guardian if Individual is under 18 years old**

SUBMIT

**A parent or guardian must be present at the initiation of the Consultation in order to provide verbal consent to the Consulting Physician. It is within the Consulting Physician's discretion and professional consideration, in accordance with Pennsylvania law, to determine whether the parent/guardian is required or permitted to be present for the remainder of the Consultation.