

Radiance Wellness Medispa

Membership Agreement

This membership agreement between Radiance Wellness Medispa and (Member name) shall be effective on the date of _____.

The type of membership selected is: Tox Silver Gold Platinum (circle one)

The fee for membership is \$_____ a month for _____ months. Monthly payments for this membership shall occur on the 1st or 15th (circle one) day of each month in the amount of \$ _____. The member also has the option to pay for the membership in full at the time of enrollment.

Membership Terms and Conditions:

1. By agreeing to these terms and conditions, you, as Member, are confirming that you are at least twenty-one (21) years of age and agree to abide by and accept the terms and conditions contained herein. The terms and conditions apply to your Membership with Radiance Wellness Medispa (dba), CLM Glow LLC, inclusive of all affiliates, (collectively, the "Company").
2. Membership does not include: discounts for any party other than Member; access to facilities after hours; special appointment setting or scheduling; guarantees of appointment times and/or dates; guarantee that particular clinicians will be available to administer services; guarantee of specific results from any treatments; or any warranties for services.
3. The benefits of Membership will inure to the Member only during the active term of Membership. Company has the right to change these terms and conditions at any time for any reason at its discretion, including services and discounts offered. Notice of change of terms will be provided to each Member within sixty (60) days of any changes made. Membership will continue in full force and effect regardless of any changes to the terms and conditions contained herein. Company reserves the right to change, add, or remove services and/or products available at its facilities and does not guarantee any particular service, treatment, or product will be available to Members or other clients.
4. The initial membership period shall be for a period of six months (the "Initial Period"). A member shall not be entitled to terminate or suspend his/her membership during the Initial Period. If the contract is terminated before the expiration date, there is an early termination fee of \$300.00 that will be charged to the card on file. Any contract that has been terminated prior to the expiration date will have a waiting period of 1 year before being able to reinstate.
5. After the Initial Period, the membership shall automatically set up to renew for a six month period. Either party may cancel the membership at any time by giving a 30 day written notice to the other party at least 30 days prior to upcoming billing date.
6. This Agreement is personal to the member(s) and may not be assigned, transferred or otherwise disposed of by the member(s).

Automatic Payment Agreement:

1. Monthly membership payments shall be made in advance by direct debit from the member's designated credit/debit account. This information will be kept on file by Radiance Wellness Medispa.
2. You will be billed on the same day of the month each month according to the date that you initiated the contract and membership. We cannot change the billing date.
3. You are responsible to ensure that the credit card number on file with Radiance Wellness Medispa is valid so that the monthly fee can be charged to that card. You may change the credit card provided at any time, provided, however, that it is your responsibility to make sure that there is always a valid credit card number on file with Radiance Wellness Medispa for payment of the Monthly Fee. If there is not a valid credit card on file with Radiance Wellness Medispa at the time the Monthly Fee is charged to that card and one is not provided within ten days after the regularly scheduled date for payment, Radiance Wellness Medispa may exercise any and all rights available to it, whether under this agreement or under applicable law, which may include, but are not limited to, suspension of your membership in the membership until such payment is made, assessing a late payment fee of \$35.00, and/or terminating this Agreement.
4. Radiance Wellness Medispa reserves the right to review subscriptions periodically. Members will be given at least a 60 days' notice in writing of any changes, which include: (i) any increase in membership fee, (ii) change in date of automatic withdrawal.
5. If the full 6 month Membership is paid in advance, then the 6 month Membership fee will be charged to the payment method on file upon renewal of the Membership term. You hereby authorize your bank, financial institution, or credit card lender to allow payments to be drawn from your provided account by the Company, as evidenced by your agreeing to these terms and conditions.
6. All payments due hereunder will be collected by Electronic Funds Transfer ("EFT") and charged to the valid debit or credit card provided by you, which will be kept on file with the Company. You are responsible for ensuring that the provided debit or credit card on file remains active and maintains the proper funds/open balance to cover the costs of the monthly Membership fees and for providing an updated payment method if the existing payment method is rendered unable to cover Membership fees for any reason.
7. If EFT payment is declined or not honored for any monthly Membership charge, then the Company reserves the right to accelerate the unpaid Membership dues and demand payment in full for all pending monthly charges remaining in the Membership term.

Termination or Suspension of Membership:

1. Please be advised that this Agreement is ***noncancellable***: The only exceptions to this policy are:
 - (i) your being called to active duty; you or your legally designated representative must include a copy of your official military orders with your notice of cancellation, with such notice being provided within 30 days after your call to active duty. In order to effectively exercise any right of cancellation, you must

notify Radiance Wellness Medispa of your intention to cancel in writing in person or by certified or registered mail at the address set forth above.

(ii) if the membership and/or the primary Spa locations fails to open or permanently discontinues operations.

2. The Membership term is for a six (6) consecutive month period from the date you initially become a Member. There is a \$300 Early Cancellation Fee if you decide to terminate your membership prior to 6 months. After 6 Months, a 30 day written notice is required to cancel your membership. You may cancel your Membership by providing written notice of cancellation to the Company within thirty (30) days of the expiration date of the current Membership term.

If notice is not provided, then the Membership term will renew automatically for an additional six (6) consecutive months annually until proper notice of cancellation is provided. The subsequent Membership term will be charged in the amount of the then current monthly Membership rate for the selected Membership Option.

3. If the annual fee is paid in advance for the initial Membership term, then the current annual rate for the selected Membership Option will be charged in full once the new Membership term begins. The Company reserves the right to cancel any Membership at any time for any reason and will renew Memberships at its discretion.

4. Company may cancel any Membership at any time for any reason without providing any refund for paid Membership fees. If you commit any of the following violations, it will be grounds for automatic termination of your Membership: (1) you provide false or misleading health history, health status, or other personal information; (2) you provide invalid or improper payment details in any respect; (3) you fail to provide updated payment information after one (1) EFT automatic payment failure within thirty (30) days of failed payment; (4) you commit a serious breach of this Agreement and/or Radiance Wellness Medispa Rules and Regulations; (5) where any monies are due to Radiance Wellness Medispa by you remain unpaid for 30 days after its due date for payment (6) you knowingly provide false details when applying for membership and the false declaration would have reasonably affected Radiance Wellness Medispa's decision to grant the membership; (7) If Radiance Wellness Medispa terminates for any reason, they reserve the right to retain any monies received to cover any reasonable costs they have incurred as a result; or (8) you violate any other portion or requirement of these terms and conditions or you violate any other policy of the Company.

4. Membership may be suspended (but not cancelled) for up to 90 days. A medical certificate may be required. Members will be liable to pay an administration charge of \$25 to suspend their membership per month. After the 90 days or other suspension period, the monthly charges will resume. We must receive notice prior to the next billing cycle of your need to temporarily suspend the membership.

Rules:

1. Radiance Wellness Medispa Gift Cards may be redeemed to pay any portion of the membership fee.

2. The membership fee cannot be combined with any other promotion and/or discount.
3. Radiance Wellness Medispa reserves the right to vary, add or eliminate any of the particular services and facilities provided from time to time.
4. Radiance Wellness Medispa reserves the right to close or modify facility hours with or without notice.
5. The membership may not be combined with any other promotional offer unless otherwise specified.

Waiver & Liability Release

1. The Company is not responsible nor liable for any injury or loss of property that occurs during administration of treatments or at any time you are on Company premises, whether resulting from negligence of the Company or its agents, employees, independent contractors, representatives, other Members or clients, other third-party affiliates, or any other person or entity.
2. In consideration of this Membership and access to the discounts and services provided in association with the Membership, you hereby waive, covenant not to sue and release any and all claims which may be brought by you or your family, estate, heirs and/or assigns, against the Company, its owners, employees, representatives, independent contractors and agents from any and all present or future claims of loss, theft, injury or damages of any kind to your person or property, personal injuries or death, which do or may exist, now or in the future, whether currently known or unknown, including but not limited to those which arise as a result of the Membership or these terms and conditions, treatments administered by the Company, products you purchase from the Company, or anything incidental to the Membership or terms and conditions, use of Company facilities or spaces, receiving treatments, participation in any on- or off-site Company-related activities, or any other activities incidental thereto, for any reason whatsoever, wherever, whenever, or however the same may occur regardless of whether the claim arose by way of your negligence, the negligence of any person associated with the Company, including the owner(s), employees, representatives, independent contractors and agents or on Company premises. You further agree to indemnify and hold harmless the Company and all associated parties, including its owner(s), employees, independent contractors, representatives and agents for any and all of the above referenced claims wherever, whenever, or however the same may occur, and regardless of whether the claim arose from your, Company's, or other associated party's negligence, including anyone on the Company premises for any reason.
3. You understand and agree that this Waiver and Release of Liability is meant to be interpreted broadly and include any and all potential past, present, and/or future claims.

REPRESENTATIONS AND WARRANTIES

By signing this Agreement, you confirm that you are at least twenty-one (21) years of age, have access to an electronic copy of these terms and conditions, agree to all terms and conditions contained herein, and acknowledge the Company has not provided any express or implied warranty or representation other than those contained herein. You also confirm that you are in good physical condition and are physically capable of receiving cosmetic medical services from the Company. You acknowledge that the

Company does not and will not provide any medical advice or diagnosis and will only perform cosmetic medical procedures.

GOVERNING LAW; SEVERABILITY; VENUE

These terms and conditions and all related documents, and all matters arising out of or relating to these terms and conditions, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Texas, (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any action by either party relating to this agreement must be brought in Tarrant County, Texas. If any term, covenant, or condition of these terms and conditions are found to be invalid and/or unenforceable, the remainder of the terms and conditions will be valid and enforceable to the fullest extent of the law of the state of Texas.

ENTIRE AGREEMENT

This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Member and Company with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. The Member and the Company (collectively, the “Parties,” and separately, “Party”) have not relied on any statement, representation, warranty, or agreement of the or of any other person on such Party’s behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement.

By accepting these terms and conditions, you assert that you are of sound mind, understand all provisions, and will abide by all terms and conditions herein contained

Patient Signature

Witness Signature

Patient Name

Witness Name

Date

Date