

## Membership Terms and Conditions

### 1. Parties

The Brickell MedSpa, LLC d/b/a Face and Body Concept (herein after "FBConcept") and you agree that by signing this agreement, you are purchasing a membership for services and agree to all the terms in this agreement. The terms "you" and "FBConcept" include heirs, estates, agents, representatives, officers, directors, shareholders, successors, affiliates, subsidiaries and employees. Both parties make this agreement on behalf of, and it binds all these included persons and entities. It is your responsibility to notify FBConcept of any change in your address or phone number.

### 2. Representations

1. **Physical Condition & No Medical Advice.** You represent that you are in good physical condition, have read and understand the medical restrictions of each service and have no medical reason or impairment that might prevent you from receiving any of the services offered by FBConcept. You acknowledge that FBConcept did not give you medical advice or clearance relating to your ability to obtain any of the services offered by FBConcept. If you have any health or medical concerns now or after you join, you agree to discuss them with your primary care physician prior to receiving services.
2. **Assumption of the Risks and Release of Liability.** You recognize that there are certain inherent risks associated with the services and treatments you seek at FBConcept and as such you assume full responsibility for personal injury to yourself, and further release and discharge FBConcept for injury, loss, or damage arising out of your use of or presence upon the facilities of FBConcept, whether caused by the fault of yourself, FBConcept and its representatives, or other third parties.
3. **Liability for Property.** FBConcept is not liable to you or your guest(s) for any personal property that is damaged, lost, or stolen while on or around FBConcept premises including, but not limited to, a vehicle or its contents or any property left in a room or other waiting area. If you or your guest cause any damage to FBConcept's facilities, you are liable to FBConcept for its cost of repair and/or replacement.
4. **Entire Agreement & Enforcement.** You acknowledge that neither FBConcept, nor anyone else, made any representations nor promises upon which you relied that are not stated in this agreement. This document contains the entire agreement between you and FBConcept and replaces any oral or other written agreement. If a court declares any part of this agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If FBConcept does not enforce any right in this agreement for any reason, FBConcept does not waive its right to enforce it later.

### 3. Membership

1. **General.** Your membership permits you to receive certain, limited services performed at FBConcept, subject to all of FBConcept's policies, rules, and limitations. Your membership gives you no rights in FBConcept, its management, property or operation. FBConcept may assign, transfer, or cancel your membership in its sole discretion. You have no right to assign your membership or this agreement. FBConcept can sell memberships at different rates and terms than yours. Any offer to provide a membership at a rate different than the listed price, or waive any fees, shall only be offered and approved by the Manager who shall provide a signed form acknowledging such changes or waivers. Member understands and acknowledges that a membership at FBConcept is a choice of the member and does not provide any special rights. If member fails to utilize their membership by booking treatments or utilizing services, FBConcept will not assume that member wishes to cancel the membership. Failure to utilize a membership will not entitle member to any refunds whatsoever. FBConcept does not provide a refund to your credit card, bank, or any other

payment method. FBConcept will provide, under certain circumstances, exchanges for credit only.

2. Terms. The Member is responsible to book their appointment. Your dues entitle you to but do not guarantee, certain services based on the package you purchase, subject to FBConcept's availability and subject to FBConcept's policies, rules, limitations and/or any medical restrictions and/or limitation, regardless of the extent to which you opt to utilize the services. Currently, FBConcept offers the following package, which may be changed at any time in FBConcept's sole discretion:

1. LHR MEMBERSHIP \$129.00 monthly:

0. One (1) session of Laser Hair Removal for one (1) extra small area, one small area, one medium area, and one large area every 6 weeks.
1. Thirty percent (30%) discount on all other additional areas of Laser Hair Removal treatments.

1. Conditions. All areas can be treated on the same day or separately, according to schedule availability and 6 weeks interval per body area treated. After one no show or one same day cancellation (less than 24h / 1 business day notice), multiple areas will no longer be permitted to be treated on the same day. Each area can be replaced by 2 areas of the immediately smaller area size. I.e.: one (1) large area can be replaced by two (2) medium areas, one (1) medium area can be replaced by two (2) small areas, one (1) small area can be replaced by two (2) XS areas.

2. Member Benefits Discounts. Valid after forty (40) days of membership. Includes:

0. Twenty five percent (25%) discount on all single services offered at Face & Body Concept (except Injectables treatments as described below);
1. Twenty percent discount on all packages offered at Face & Body Concept (except injectables treatments as described below);
2. Ten percent (10%) discount on all STS skincare products available at Face & Body Concept facility.
3. Ten percent (10%) discount on all injectables treatments.

1. Refunds. FBConcept does not provide a refund to your credit card, debit card, bank, or any other payment method. If your membership is canceled for any reason, all unused credit will be forfeited immediately and forever.
2. Rollover service: Services do not rollover with each autopay. If a member fails to utilize their services on any current month, they will they will be forfeited.
3. Promotions. Current members, regardless of level, are eligible to participate in any promotions offered by FBConcept whenever the in-store or online promotion price is lower

than the Member Benefits Discounts. Any and all promotions are available to members without any additional discount pertaining to the membership status. Promotional discounts and Member Benefits Discounts are mutually exclusive and shall be applied at the Members' discretion.

4. Fees. Each new Member is responsible for a one-time initiation fee of \$200.00, due at sign-up. Initiations fees cannot be waived or refunded.
5. Transfer of Locations. At this time, memberships cannot be transferred to different FBConcept locations.
6. Non-transferable Membership. Members cannot assign or transfer their FBConcept membership for any reason at all. Any attempt to assign or transfer a membership will result in a forfeiture of membership rights.
7. Membership payments cannot be deferred. Treatments do not extend beyond the membership term. FBConcept does not guarantee a specific number of treatments during the term of the membership.
  0. Cancellation: Your Membership is a month-to-month engagement. Upon inception, your membership cannot be cancelled until the expiration of the month of membership regardless of side effects, treatment results, or changes in personal circumstances, excluding death or disability. Memberships must be terminated in writing by email or mail. Cancelling Members must present a valid government issued identification at the time of cancellation. If a member is to be billed on the 1st of a month, and cancels on the 1st of the month, FBConcept reserves the right to bill the member for that month and shall not issue any refund. The member will still have access for that month. Any member that has cancelled a membership and then wishes to rejoin FBConcept, shall be subject to a \$200.00 initiation fee.
  1. Termination. FBConcept reserves the right to terminate any membership at any time, for any reason deemed detrimental to FBConcept, its staff or other membership, as determined by the Manager. FBConcept will never terminate a membership based on race, sex, national origin, disability, citizenship, veteran status, pregnancy, age or religion. FBConcept shall not issue a refund for any portion of the membership, regardless of when or why the membership was terminated. Termination shall also mean that You are no longer entitled to the services provided hereunder.
  2. Late Cancellation: Members must give at least twenty-four (24) hours' notice for any appointment they wish to cancel or reschedule. Any appointment that is cancelled within twenty-four (24) hours of the appointment time shall be automatically subject to a fee of fifty (\$50) dollars for a full body (all four areas included in the membership) LHR appointment, and twenty-five (\$25) dollars for one or more single areas of LHR. Late cancellation fees are non-refundable. The late cancellation/no-show fee will be automatically charged to the account associated with your membership. This fee may be charged by FBConcept at any time after the no-show or late cancellation and FBConcept specifically does not waive the right to collect this fee if FBConcept does not charge it immediately. After one same day cancellation (less than 24h notice), multiple areas will no longer be permitted to be treated on the same day.
  3. No Shows: Your appointment times are reserved especially for you and you understand that FBConcept requires notification twenty-four (24) hours prior to your appointment in order to cancel or reschedule. You understand that you will incur a fifty (\$50.00) dollar automatic late cancellation or No-Show fee if you fail to keep your appointment and fail to give the proper cancellation notice. The late cancellation/no-show fee will be automatically charged to the account associated with your membership. This fee may be charged by FBConcept at any time after the no-show or late cancellation and FBConcept specifically does not waive the right to collect this fee if FBConcept does not charge it immediately. After one no show, multiple areas will no longer be permitted to be treated on the same day.

4. **Late Payments & Default:** Members are responsible for updating payment information as soon as it changes. Payment is deemed late including but not limited to any dishonored debit and/or declined credit card charges. You will not be eligible for membership benefits until your account is brought current, including the payment of any outstanding fees or collection costs. You understand you have five (5) days to resolve any outstanding balance. After five (5) days, a default interest of \$20 fee applies on any outstanding balance. After 60 days of Late Payment, the membership will automatically be cancelled. If a member's membership has been cancelled under this section, or by choice of the member, the member must be current and in good standing with their account if member chooses to rejoin any FBConcept Membership. In addition, you understand and agree that you will be responsible for all other fees, expenses, and costs of collection associated with your failure to make any payment under this Agreement, including, but not limited to, returned check fees, reasonable attorney fees, court costs, and other related costs and expenses.
5. **Payment Processing:** You understand that your membership is enrolled in monthly autopay wherein a third party will be responsible for all payment processing. You hereby authorize any third party of FBConcept's choosing, which may change from time to time, to charge your designated credit card for the purpose of paying said dues, subject to and including any late fees or service fees from the account listed above. You understand and agree that it is your sole responsibility to maintain an active credit card with available credit sufficient for your monthly payment on file with FBConcept each month.
8. **Membership Freeze.** Your membership can be frozen for verified medical reasons only at time of pregnancy, illness, injury or medical condition. Members must provide medical documentation from a licensed medical physician. Any membership freeze is subject to the discretion of the Manager and must be reviewed and approved by the Manager and the Medical Director. Not every medical reason will be accepted and is at the sole discretion of FBConcept. Your freeze will be limited to the time indicated as necessary by your physician, up to a maximum of three (3) months. Your monthly dues will be automatically reinstated at the end of your freeze and billed to the account on FBConcept unless you cancel your membership or obtain written approval by FBConcept for a longer freeze time. In the case of pregnancies, pregnant members are eligible for up to a one (1) year freeze, provided they have submitted the appropriate documentation. During this freeze, the member may be subject to new rates. Pregnant members must provide verified medical clearance to return to FBConcept and reactivate their membership.
9. **Non-Discrimination.** It is the policy of FBConcept not to discriminate against any person on the basis of race, national origin, ancestry, color, creed, religion, sex, sexual orientation, age or disability.
10. **Changes to membership agreement.** FBConcept may, from time to time, make changes to this agreement. FBConcept may, at any time, change the Startup Membership Fee, monthly fee, late fees, or any other fees. Such revisions will be effective on the first of the following membership month. FBConcept will provide members with reasonable and timely notice of such revisions. Your continued use of FBConcept services shall constitute acceptance of these changes.
11. **Privacy.** FBConcept collects, uses and discloses certain personal information of members in accordance with their Privacy Policies, which are available free of charge upon request. The FBConcept Policy is available at <http://www.fbconcept.com>. FBConcept may contact you from time to time by telephone, email, text message or other means with information and offers related to your membership which may be of interest to you. If you do not wish to receive such messages, you can opt out at any time.
12. **Media.** Member agrees to allow FBConcept to take and store photographs of Member, each visit or whenever necessary as determined by an employee of FBConcept, for the purpose of tracking treatment progress, any prior conditions, and continuity of treatment between

providers. If Member refuses to allow FBConcept to take and store such photographs, Member may not receive treatment that day, as decided by the Manager. Any failure to allow FBConcept to take such photographs may result in a forfeiture of membership with no entitlement to a refund. FBConcept shall store all photographs on a secure network and HIPAA compliant device and network.

13. Social Media. FBConcept may, from time to time, wish to post before and after photographs of Members to showcase progress and services on FBConcept's social media applications. Members may or may not authorize such use of photographs, videos or other forms of media. If a member wishes to grant authorization, Member must sign the Social Media Consent form.
14. Dispute Resolution. In the unlikely event that you and FBConcept are unable to resolve a dispute arising out of this agreement or the services provided by FBConcept, you and FBConcept each agree to first attempt to resolve such disputes through mediation in Miami-Dade County Florida. FBConcept shall have the right to choose the mediator and both parties shall equally bear the costs of mediation, aside from attorneys' fees. By signing this agreement, you acknowledge and agree that you and FBConcept are each waiving the right to a trial by jury and the right to participate in a class action, either in court or in arbitration. In the event a ruling is in favor of FBConcept, FBConcept shall be entitled to recover all legal costs and fees.
15. Legal Costs. In the event that You cause FBConcept to engage legal counsel for the defense of any unfounded claims, or to enforce the rights of FBConcept under these Terms and Conditions or pursue legal claims to preserve the rights of FBConcept, You shall be responsible for all of FBConcept's reasonable legal costs and fees.

#### 4. Facility and Services.

1. General. FBConcept reserves the right at any time to delete, discontinue, modify or replace any service without any effect on this agreement. FBConcept also reserves the right to make changes to quantity services offered and to alter the hours of operation in FBConcept's discretion. You acknowledge that the services in the facilities are available subject to demand and are offered on a "first come first serve basis." FBConcept regularly closes on a temporary basis its facilities (or portions of its facilities) for maintenance, selected holidays, etc. and such temporary closures will have no effect on this agreement so long as such temporary closures are reasonable.
2. Refusal of Services. FBConcept reserves the unrestricted and total right to refuse service or treatment of any kind to any Member if any Employee, Manager, Provider or Owner of FBConcept determines that Member is not fit for treatment. Reasons for refusal may include, but are not limited to, Member being intoxicated, under the influence of any illegal substance, lack of clear mind, medical reasons, and any other just reason not prohibited by law. FBConcept will never refuse service to a Member or individual based upon status protected by Federal or Florida law.

#### 5. Dues, Fees, Charges & Taxes

1. Payment Authorization. You have full control over the payment authorization and can stop it anytime by notifying FBConcept at least ten (10) days prior to payment due date as set forth on the front page of this agreement. You are responsible for notifying your bank of any error that appears on your bank or credit card statement in a timely manner. You must notify

FBCConcept within thirty (30) days of a claimed error on your bank statement or credit card statement.

2. Third-Party Authorization. Members may have a third-party make payment on their behalf only if the Member has obtained a third-party authorization letter.
3. Charges & Taxes. FBCConcept has the right to add to your prepaid dues or to your monthly dues any tax imposed by the government.
4. Payment Processing. In the event a member's payment method is declined or will not process for any reason, FBCConcept reserves the right to re-attempt payment processing until payment is current. For each payment processing attempt made, FBCConcept will require and automatically add an additional fee for the cost of each processing attempt as determined by FBCConcept. FBCConcept is not obligated to notify Members if payment is current and/or up to date, it is the members responsibility to keep their membership current and in good standing at all times. There are no limits as to how many attempts FBCConcept's automated system may make in order to complete payment processing.

6. Acknowledgements. You acknowledge and accept the risk inherent in the use of cosmetic services and facilities. By using FBCConcept's facilities and services, you hereby assume the risk of injury, accident, death, disability, loss, cost or damage in his or her person or property which may arise from the use of FBCConcept's services or facilities. In consideration of the above mentioned parties' participation in the activities of FBCConcept and/or use of the facilities of FBCConcept, you hereby, for you and each of your associates and your respective heirs, assigns, and legal representatives, release and forever discharge FBCConcept and all its affiliated organizations, officers, agents, and employees, acting officially or otherwise, from any and all claims, demands, actions, or causes of action on account of your death or on account of any injury to you, which may occur from any cause during such participation and/or use of the facilities and/or services of FBCConcept. All such participation and/or use is undertaken at your own risk. This Agreement does not cover claims, demands, actions, or causes of action arising from the willful or wanton negligence of FBCConcept or its officers, agents, or employees.

You hereby acknowledge that you have read and understand and voluntarily enter into this Agreement, including the release and assumption of risk herein, and have received a copy of this Agreement and the attachments hereto. This constitutes the entire Agreement between FBCConcept and you. Further, you hereby acknowledge receipt of a copy of the Rules of the facility at the time of your execution of this Agreement.

7. Account Information Notification. FBCConcept may contact you via telephone, email, text message or other means from time to time for the purpose of notifying you of issues related to your membership or billing or for automatic payment processing issues. By providing us with our contact information and signing this agreement, you give your prior express written consent to receive membership and billing related communication from us or our authorized delegate to the extent permitted by applicable law, including without limitation the Telephone Consumer Protection Act and the Fair Debt Collection Practices Act.

8. Limitation of Liability. Unless controlling legal authority requires otherwise, any award by the arbitrator or a court is limited to actual compensatory damages. Specifically, neither an arbitrator nor a court can award either party any indirect, special, incidental or consequential damages; even if one party disclosed to the other party that they might suffer these damages.

9. Communications. Although FBCConcept staff members may discuss concerns, questions and scheduling with you via telephone, only communications via e-mail will be considered final, accurate and legitimate. Members must always follow up phone conversations via e-mail and receive a reply acknowledging receipt. Any conversations occurring over the phone will be treated as if they had not occurred.

10. Disclosures. Member must disclose all the following, but not limited to, the use of any products, treatments, or procedures that would react poorly with the treatments offered by FBConcept and received by member. Failure to disclose any of the above, shall constitute a full and complete waiver of liability on behalf of FBConcept, its staff, owners, affiliates, assigns, heirs, employees, contractors, and related parties.