



Wellness Society Contract – Tier 1

1. Parties

Infinity MedSpa and Wellness and you agree that by signing this agreement, you purchased a membership to our Infinity “Wellness Society” and agree to all terms in this agreement. The terms “You” and “Infinity MedSpa and Wellness” 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 Infinity MedSpa and Wellness of any change in your address, phone number, or credit card information.

2. Representations

A.) Physical Condition: By completing our forms before checking in, you represent that you are in good physical condition and have no medical reason or impairment that might prevent you from receiving wellness services. If you have any health or medical concerns now or after you join, discuss them with the medical provider during consultation and/or follow up appointment.

B.) Entire Agreement & Enforcement: You acknowledge that neither Infinity MedSpa and Wellness nor anyone else, made any representations or promises upon which you relied that are not stated in this agreement. This document contains the entire agreement between you and Infinity MedSpa and Wellness and replaces any oral or written agreement. If a court declares any part of this agreement invalid, it will not be invalidating the remaining parts, which continue unaffected. If Infinity MedSpa and Wellness does not enforce any rights in this agreement for any reason, Infinity MedSpa and Wellness does not waive its rights to enforce it later.

3. Membership

A.) General: Your membership permits you to receive provider follow ups, labs, lab monitoring and hormone replacement therapy prescriptions. In addition, you can receive discounted pricing for other wellness services. Your dues are in exchange for such discounts and services whether you use the facilities or not. Your membership is subject to all current company policies, rules and limitations. Your membership gives you no rights in Infinity MedSpa and Wellness, its management, property, or operation. Infinity MedSpa and Wellness may assign, transfer, or cancel your membership or this agreement. Infinity MedSpa and Wellness can sell memberships at different rates and terms than yours. Any special promotional membership or rates regarding privileges, usage, hours, benefits, or facilities are valid only at Infinity MedSpa and Wellness, unless stated otherwise.

B.) Membership freeze: Your membership can be frozen or cancelled. We ask that you give us **60 days written notice** should you wish to freeze or cancel your membership. Memberships can be frozen for up to 3 months. After the membership is cancelled, you will no longer be grandfathered into your original membership price if the membership increases in price. Please email info@infinitymedspaandwellness.com if you would like to freeze or cancel your membership. We must have it in writing regardless of mentioning wanting to freeze/cancel in person.

No refunds will be given if you choose to cancel the membership after you have paid for that month. If you decide to resume your membership after a 3 month freeze, we require you to complete another Wellness Consultation and Exam.

C.) Non-Discrimination: It is the policy of Infinity MedSpa and Wellness not to discriminate against any person based on race, national origin, ancestry, color, creed, religion, sex, sexual orientation, age, or disability.

D.) Change membership agreement: Infinity MedSpa and Wellness may, from time to time, make changes to this agreement, other than to your guaranteed monthly membership fee. Such revisions will be effective immediately, provided, however, such revisions shall, unless otherwise stated, be effective thirty (30) days after the notice. Your continued use of Infinity MedSpa and Wellness facilities and/or services shall constitute acceptance of these changes.

E.) Dispute Resolution: In the unlikely event Infinity MedSpa and Wellness is unable to resolve a complaint you may have to your satisfaction (or is unable to resolve a dispute with you after attempting to do so informally), we each agree to resolve each dispute through binding arbitration or small claims court rather than a court of the general jurisdiction. For simplicity and fairness, arbitration will be conducted on an individual basis in accordance with the American Arbitration Association's rules for consumer arbitration. By signing the agreement, you acknowledge and agree that you and Infinity MedSpa and Wellness are each waiving the right to a trial by jury and the right to participate in class action, either in court or in arbitration. The dispute resolution provision shall apply to this contract, unless, within thirty (30) days of signing this contract, you notify Infinity MedSpa and Wellness in writing that you reject this provision. Such notification must be delivered in writing to the office address. Rejection to this provision shall have no effect on the remaining provisions of this agreement.

4. Rules and Regulations

You agree to follow Infinity MedSpa and Wellness membership policies and office rules. Infinity MedSpa and Wellness may, in its sole discretion, modify the policies and any office rule without notice at any time. Infinity MedSpa and Wellness reserves the right to terminate your membership immediately for violation of any membership policy or office rules.

5.) Facility and Services

Infinity MedSpa and Wellness reserves the right at any time to delete, discontinue, modify or replace any service without any effect on this agreement. Infinity MedSpa and Wellness also reserves the right to make changes to quantity services offered and to alter the hours of operation at Infinity MedSpa and Wellness discretion. You acknowledge the services in the facilities are available subject to demand and are offered on a "first come first serve basis."

6.) Dues, Fees, Charges and Taxes

A.) Payment Authorization: By signing this contract, you authorize Infinity MedSpa and Wellness to withdraw the agreed amount out of your personal bank account or a credit card on file on the 1st of every month. You also agree to other amounts based on your request for a documented upgrade to your package.

B.) Charges and Taxes: Infinity MedSpa and Wellness has the right to add to your prepaid dues any tax imposed by the government. Infinity MedSpa and Wellness also has the right to add any utility or surcharges to your prepaid dues and monthly dues.

7.) Cancellation Rights (Buyer's Rights): By signing this document for your membership you are agreeing to pay each month until you desire to cancel your membership. We require **60-day written notice** before your reoccurring payment date should you wish to discontinue your membership.

8.) Account Information Notification: Infinity MedSpa and Wellness may contact you via telephone, email, text message or other means from time to time for the purpose of notifying you of related issues. By providing us with your 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.

9.) Limitation or Liability: Unless controlling legal authority requires otherwise, any reward 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 told the other party that they might suffer these damages.

10.) Specials and Packages: The Infinity Wellness Society Membership cannot be combined with other monthly specials, flash sales, or packages.

I, _____, have completed a Wellness Consultation and Exam with Dr. Lara Aboulhosn at Infinity MedSpa and Wellness and have been counseled and understand the risks of hormone replacement therapy. _____ (initial)

Patient Signature: _____

Date: _____

Membership start day: _____

Infinity MedSpa and Wellness

2809 Coltsgate Rd. Suite 100, Charlotte, NC 28210 | (704) 733-9202

Recurring Payment Authorization Form – Wellness Society - Tier 1

Schedule your payment to be automatically deducted from your bank account or charged to your credit card. Just complete and sign this form to get started!

Here's how recurring payments work:

You authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as "INFINITY MEDSPA." You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

Please complete the information below:

I _____ authorize Infinity MedSpa and Wellness to charge my credit card
(Print Name)

Indicated below for \$150.00 on the 1st of each month for payment of my Wellness Society – Tier 1 Membership.

Credit card number: _____

Exp. Date: _____ **Zip Code:** _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Infinity MedSpa and Wellness in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or Holiday, I understand the payments may be executed on the next business day. For ACH debits to my checking/savings

account, I understand that because these are electric transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates.

Signature _____

Date _____