

## **Membership Agreement**

## BFF (Classic) - \$<u>150</u> Monthly Fee

## LFG! (Elite) - \$300 Monthly Fee

The Membership package is offered as an initial 6-month commitment that begins on day of purchase and will automatically convert to a month-to-month membership on the anniversary date from when the membership was first purchased. Once you enroll, our team members will set up reoccurring automatic credit card payments every month. Monthly membership fees are drafted on a 30-day rolling basis and are typically withdrawn on the same calendar day each month. You may cancel your membership any time after 6 months with submission of a written termination request 30 days prior to the next billing cycle. Pre-authorization for monthly credit card debit is required.

Cancellation prior to initial 6 month agreement will incur a \$250 cancellation fee along with payment for any services rendered for that month.

- Services rollover for 60 days total.
- No cash refunds will be given for services not used.
- Membership benefits cannot be shared with others.

I authorize Saving Face to charge my monthly membership fees to my financial institution via Electronic Funds Transfer service, with the credit/debit information that I have provided.

I understand that I am in full control of my payment, and if at any time I decide to make any changes to my credit/debit card information, I must submit to Saving Face the new credit card information before the next due date. If at any time I decide to terminate my membership, I am required to give Saving Face a written notice 30 days before my next scheduled payment. I also understand no refunds will be issued after membership dues has been charged. Change of payment method will not affect other provisions and terms of my agreement.

## Notice to Members

Do not sign this agreement before you have read it in its entirety. The member is entitled to a completed copy of this agreement. The member acknowledges that this document is an agreement and will become legally binding upon its acceptance by Saving Face. The member also understands there will be no refunds issued for any charged [member] dues.



The undersigned member acknowledges receipt of Saving Face's membership terms and conditions and has read, understands, and agrees to be bound by the terms and conditions as part of this agreement. Any member, who is under the age of 18, must have a parent or legal guardian co-sign and be present during all office visits. The co-signer, along with the member, agrees to be bound by all terms and conditions of this agreement.

### Release and Waiver of Liability

I have read and understand this waiver and have been fully informed of all of Saving Face membership terms and conditions as well as membership benefits and limitations. I certify that I have disclosed all medicated conditions that might affect my treatments. I understand that Saving Face providers cannot diagnose any medical conditions and release them from any injury resulting from undiagnosed medical conditions present during my treatment. I assume all responsibility for updating changes in physical and mental condition and for reporting all injuries sustained at Saving Face at the time of service.

### Disclaimer

Saving Face is not responsible for any injury or loss of property to any person while on the premises or participating in Saving Face services. As a member, I assume full responsibility for services received at Saving Face and shall indemnify Saving Face, its affiliates, agents, and employees against all liability arising from services rendered.

### Monthly Membership Dues

Membership dues will be automatically charged to member's credit card on a rolling monthly basis.

# **Membership Terms and Conditions**

- Monthly memberships are non-transferable and may not be shared.
- Monthly membership payments are non-refundable.
- Memberships may not be voided or refunded due to a clinic relocation. Your membership is considered a prepayment toward future services.
- Appointment or team member availability is not guaranteed. Membership may not be refunded nor voided due to the termination or exit of a preferred provider. Membership may not be refunded nor voided due to limited availability of appointments. It is the member's responsibility to book in advance if certain dates or times are preferred.
- Saving Face reserves the right to change clinic policies, regulations, and pricing at any time upon providing reasonable notice.



### Auto-Renewal

Your membership will automatically be renewed at the end of the initial 6 month term unless a written request to terminate membership is submitted. During the renewal of your membership, your account will continually be charged the monthly membership fee.

### Freezing a Membership

There may be times when a member will need to freeze his/her membership for a short period of time, due to circumstantial reasons such as military leave, pregnancy, extended illness, relocation, etc. When a membership is frozen, the member is not authorized to use his/her membership services or benefits during the freeze period.

You must be a member for at least 30 days and have made at least one month's membership payment to be eligible to freeze your account. Memberships may be frozen once during your 6 month contract period, for a minimum of 30 days and a maximum of 3 months, depending on the circumstantial reason that will be determined by Saving Face. The member may designate a date to end their freeze period at any time. If no end date is given, the membership will be frozen for the full 3 month freezing period. At the end of the membership freeze term, your dues will continue with your next scheduled electronic funds transfer date. Your initial membership expiration date will be extended by the amount of time that your membership was frozen. The terms and conditions will continue to apply through the extended membership term. To initiate a freeze, submit a written request to Saving Face.

### Termination

A 30 day written notice before your next scheduled payment is required to cancel a monthly membership plan. No refunds will be issued after monthly membership due has been charged or paid in full.

### Insufficient Funds & Payments

Any membership fee that is returned for insufficient funds, incorrect card number, or card information, is considered in arrears and due immediately. A \$25 fee may be assessed for each late payment. If a membership fee is past due for more than 14 days, a \$50 reinstatement fee may be due to reinstate the membership. After 30 days of non-payment, the membership will be cancelled and subject to a \$350 termination fee. You will be unable to book future appointments until all outstanding balances are paid.

A membership fee cannot be paid by an in-store credit and must be paid by a Visa, MasterCard, American Express, or Discover Card. Monthly memberships require an approved payment type to be placed on file for scheduled, reoccurring payments. Membership fees cannot be paid by any



promotional vendor programs such as Alle or Aspire Rewards. All credit cards on file must have the card holder's name match that of the member whose wallet the funds will be deposited.

### Disputes

Should you dispute a membership charge, your membership will be immediately terminated, and any remaining credits will be unavailable to you. Your account will be terminated from booking further appointments until a decision has been made by your Credit Card company, at which time we will update your account accordingly. You, of course, are encouraged to redact the dispute. In the event the disputed charge is returned, no changes will be made to your virtual wallet; however, your membership will remain in a terminated status and will require re-enrollment at the current pricing to continue. However, should the disputed order *not* be returned, the disputed charge amount will be deducted from your virtual wallet including a \$25 dispute fee. Your membership will remain in a terminated status and the current pricing to continue.

Should you dispute any other credit card charge, your account will be terminated from booking further appointments until a decision has been made by your Credit Card company, at which time we will update your account accordingly. You, of course, are encouraged to redact the dispute. In the event the disputed charge is returned, no changes will be made to your virtual wallet. However, should the disputed charge *not* be returned, the disputed charge amount will be deducted from your virtual wallet including a \$25 dispute fee.

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

To the full extent permissible by law, for purposes of any dispute arising out of this agreement, all parties hereto agree to submit to the sole and exclusive jurisdiction of the State of Texas and to the application of Texas law.

If any part of this contract shall be held invalid, that part shall be deemed excluded from this contract and the remainder of the contract shall remain in full force and effect. The Member and company acknowledge that this Agreement constitutes their entire agreement.



This membership is not negotiable, transferable, or cancelable except as otherwise provided herein. Notice of intent to cancel by the buyer shall be provided via email as described above.

I understand and fully abide by the above terms and conditions by Saving Face. Members agree to abide by all company policies and membership terms and conditions.