

**NOTICE TO MEMBER: DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY.
READ AND UNDERSTAND THIS AGREEMENT BEFORE SIGNING.**

PARTIES

Beautiful Orlando Medical Spa and you agree that by signing this agreement, you purchased a membership or services and agree to all the terms in this agreement. The terms “you” and “BO” 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 BO of any change in your address, phone number or name change.

REPRESENTATIONS

A) Physical Condition & No Medical Advice: You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from receiving med spa services. As such, you acknowledge that BO did not give you medical clearance relating to your ability to obtain said services. If you have any health or medical concerns now or after you join, discuss them with your primary care physician prior to receiving services.

B) Liability for Property: BO is not liable to you or your guest for any personal property that is damaged, lost, or stolen while on or around BO premises including, but not limited to, a vehicle or its contents or any property left in or around BO facilities. If you or your guest cause any damage to BO facilities, you are liable to BO for its cost of repair or replacement.

C) Entire Agreement & Enforcement: You acknowledge that neither BO, 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 BO 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 BO does not enforce any right in this agreement for any reason, BO does not waive its right to enforce it later.

MEMBERSHIP

- A) General: Your membership permits you to receive discounted pricing for services performed at BO. Your membership is subject to all current company policies, rules and limitations. Your membership gives you no rights in BO, its management, property or operation. BO may assign, transfer or cancel your membership in its sole discretion. BO can sell memberships at different rates and terms than yours. Any special promotional membership or rate regarding privileges, usage, hours, benefits or facilities is valid only for you, unless otherwise noted.
- B) In consideration of a fee (a “Membership Fee”), BO provides Services to individual registered participants (“Members”) pursuant to a range of membership programs (each a “Membership”) as described on our website. BO may vary or update the features and pricing of its Memberships from time to time at its sole discretion.

- C) In order to become a Member, an individual will select a specific Membership at checkout and they shall be obligated to pay to BO the Membership Fee specified for the selected Membership. The Membership Fee is generally a non-refundable fee, required to be paid in advance; provided, however, that,BO may from time to time vary its fee structure or offer promotional or group rates. BO does not guarantee that Membership Fee paid for any Membership will be available for any other Membership or any renewal or subsequent Membership.

- D) Each Member acknowledges that no part of the Membership shall be paid in consideration for medical services covered by its insurer, health plan, or by any governmental program, including Medicare. Each Member agrees to bear sole financial responsibility for the Membership Fee.

- E) Nothing contained in these Terms and Conditions, including any compensation paid or payable, is intended or shall be construed: (a) to require, influence, or otherwise induce or solicit either party regarding referrals of business, or recommending the ordering of any items or services, of any kind whatsoever to the other party or any of its affiliates, or to any other person, or otherwise generate business between the parties; or (b) to interfere with a Member's right to choose their own health care.

FACILITY AND SERVICES

BO reserves the right at any time to delete, discontinue, modify or replace any services without any effect on this agreement. BO also reserves the right to make changes to quantity services offered and to alter the hours of operation in BO discretion. You acknowledge that the services in the facilities are available subject to demand and are offered on a "first come first serve basis". BO closes on a temporary basis its facilities for selected holidays, etc. and such temporary closures will have no effect on this agreement so long as such temporary closures are reasonable.

DUES, FEES, CHARGES & TAXES

Upon payment of the Membership Fee specified at checkout for the level of Membership an individual has selected, BO will make available to such Member the opportunity to access the Services specified as being included at that level of Membership pursuant to the terms of these Terms and Conditions, the Membership Agreement, and the additional practice policies and procedures described on the BO Website or notified to the Members by BO from time to time. Members will be able to use those services anytime from the 5th until the 30th date of each month according to the office hours.

BO has the right to add to your prepaid dues or to your monthly dues any tax imposed by the government. BO also has the right to add any utility charges or surcharges to your prepaid dues and monthly dues.

Services not specified as being included at the level of Membership selected and paid for are not covered by the Membership Fee. If a Member requires healthcare or other services, procedures or products outside of those specified as being included at the level of Membership selected and paid for ("Additional Services"), such Member will be solely responsible for the cost of such healthcare or other

services. BO may refer a Member to another physician or other healthcare practitioner for Additional Services. Alternatively, BO in its sole discretion may provide such Additional Services for an additional fee. Additional Services may include, without limitation, the following:

Emergency and specialist medical services.

Laboratory tests whether or not performed by BO.

Supplements/Products purchased through BO or other sources.

Healthcare services provided other than by BO.

Non-medical services recommended by BO.

Medications, whether prescribed or over-the-counter.

The Membership Fee is generally a non-refundable fee, required to be paid at checkout in advance of inception of Membership and each renewal thereof. If Additional Services are performed by BO, BO may require payment for such Additional Services in advance of performance or in accordance with the billing policies adopted by BO from time to time. Each Member acknowledges and agrees that BO does not bill insurance companies. BO will not submit a medical claim to insurance on a Member's behalf and cannot assist a Member with claim resolution.

To the extent that a Member provides BO with their credit card or other payment information for payments with respect to their Membership, BO shall be authorized to charge such Member's credit card or account for any unpaid Membership Fee, Membership Fees due on renewal of Membership, and fees for Additional Services provided by BO to such Member. BO shall be authorized to charge the credit card or account that such Member has provided at the due date of each periodic payment without separate authorization in order to do so. BO shall not require a separate authorization for payment upon renewal of Membership. A Member shall not initiate any dispute or chargeback to BO's account and no Member shall cancel the credit card or account that they have provided to BO without first providing BO the details for a replacement credit card or account. Each Member will be responsible for any fees or costs incurred by BO in connection with collection from such Member, including fees associated with recouping payment on chargebacks. Each Member will update BO in advance in the event of a change in their credit card or account information, including changes to the name on their card or account, their billing address, and their reference phone number.

CANCELLATION RIGHTS (BUYER'S RIGHTS)

As a buyer, you have the following rights CMS will: The Spa and the undersigned Member agree as of this date to this Agreement as described in the comprehensive list of programs. As a buyer of this membership plan, the Member I. The Spa will: a) Refund the Member the pro-rated cost of any unused services, within 15 days after request thereof: if 1) The Member is unable to receive benefits from the Spa's services by reason of death or disability sufficient to warrant cancellation of the Agreement by Member. The Spa may require that the disability be confirmed by an examination of a physician licensed

under Chapter 458, 459, 460 or 461, F.S. provided the diagnosis or treatment is within the physician's scope of practice; or 2) The Spa is relocated more than twenty (20) driving miles from its present location, or the services provided by the Spa are materially impaired, unless the Spa provides a facility of equal quality located within twenty (20) driving miles of the business location designated in this Agreement at no additional cost to the Member. b) Refund the Member the pro-rated cost of any unused services within 15 days after the Spa ceases operation or goes out of business. The business location of the Spa shall not be deemed to have ceased operations or gone out of business when temporarily closed for up to fourteen (14) days for repair, renovation or during ownership change of the premises. Memberships can be frozen for medical reasons only. If rates will be increased due to Spa population or usage, such increase will happen in the month of January after the Member's rate guarantee expires. Cancellations are to be made in person or by written notice mailed to the Spa, or by certified mail. Upon the occurrence of any of the circumstances enumerated in subparagraphs of this section, the Member or his or her estate shall be relieved of any further obligation for payment under the Agreement as long as account is paid up to date and in good standing. The Member hereby acknowledges and agrees that he or she has read the attached comprehensive list of all membership plans offered for sale by the Spa, and the respective price of each plan. The Member realizes that all of the foregoing written material will be honored by the Spa and understands the Member's rights of not signing if there are any unfilled blanks, and rights of cancellation and refund policies as listed in the Agreement. The Member further agrees to obey the rules of the Spa as modified or amended in the sole discretion of the Spa. The Spa hereby reserves the right to refund the pro-rated cost of any unused services and remove the Member from the Spa at any time that the Member's actions violate the rules of the Spa, which are attached hereto or as may be amended or modified in the Spa's sole and absolute discretion. Changes to such rules will be posted within the Spa and/or communicated by appropriate means. Member acknowledges and accepts the risk inherent in the use of Spa services and facilities. By using the Spa facilities and services, the Member hereby assumes 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 the Spa's services or facilities. In consideration of the above mentioned parties' participation in the activities of the Spa and/or use of the facilities of the Spa, the Member hereby, for the Member and each of the Member's associates and the Member's respective heirs, assigns, and legal representatives, release and forever discharge the Spa 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 the Member's death or on account of any injury to the Member, which may occur from any cause during such participation and/or use of the facilities of the Spa. All such participation and/or use is undertaken at the Member's own risk and the risk of associates of the Member. This Agreement does not cover claims, demands, actions, or causes of action arising from the willful or wanton negligence of the Spa or its officers, agents, or employees. The Member hereby acknowledges that he or she has read and understands and voluntarily enters into this Agreement, including the release and assumption of risk herein, and has received a copy of this Agreement either verbally and/or written. This constitutes the entire Agreement between the Spa and the Member. Further, the Member hereby acknowledges receipt of a copy of the Rules of the Spa at the time of the Member's execution of this Agreement.

Refunds and Cancellations

Membership Fees are non-refundable and Membership is non-cancelable. Once checkout or renewal is complete a Member may not change the Membership level selected without the prior consent of BO which may be granted or withheld at BO's discretion and may require payment of an increased Membership Fee. Notwithstanding the foregoing, the Membership Fees paid by monthly subscribers which have not previously been used on Services may be applied to Services after the Membership is cancelled.

So long as BO has made such Services available in accordance with the terms of these Terms and Conditions and the additional practice policies and procedures described on the BO Website or notified to the Members by BO from time to time, a Member's failure to avail themselves of such Services is not grounds for cancellation or refund/credit. BO shall have no liability or responsibility for interruptions in the availability of or access to Services outside of BO's control, and such interruptions shall not be grounds for cancellation or refund/credit.

Unless otherwise specified by BO at checkout, Membership has a one (1) year term and the Membership Fee covers such period. Except as otherwise specified by BO in writing, the term specified for Membership at checkout will automatically renew for successive periods of the same length at the Membership Fee specified on the BO Website for such Member's level of Membership. Each Member expressly consents to auto-renewal of Membership and related charges; provided, however, that a Member may opt-out of automatic renewal at any time prior to the date that is three months in advance of the renewal date by notifying BO in writing at the notice address specified in these Terms and Conditions or in person at BO. Such notice must include a specific request for auto-renewal opt-out. BO may terminate a Member's Membership, at any time, upon:

such Member's breach of these Terms and Conditions or any BO policy or procedure described on the BO Website or notified to the Members by BO from time to time; or

such Member's non-payment of fees when due or having an outstanding balance of \$100 or greater if not paid within thirty (30) days after written request to do so; or

such Member's harassment, threatening behavior, or any other action by such Member which in BO's reasonable discretion places BO personnel at risk of harm.

Each Member acknowledges and agrees that:

they are solely responsible for the use of their Membership and the results attained from such use. BO makes no representations or guarantees as to results or outcomes (including, for example, resolution of any condition);

they will only be able to receive the Services or Additional Services as prescribed by the providers at BO, that all medically based procedures may have an additional intake and consent form provided by BO, and that no Services or Additional Services will be provided if a provider advises against such Services or Additional Services. BO makes no representation or guarantees that a Member will be able to receive

their desired number and type of Services they request, and no refund will be given in the event such Services are denied; and

their participation in any program, Services, or Additional Services is contingent upon such Member following advice as is reasonably instructed by the providers at BO. In the event a Member fails to follow the reasonable instructions of the providers at BO, alter the treatment schedule as originally designed by the providers, or do not attend scheduled Services, this will alter the outcome of the Services.

LIMITATION OF LIABILITY

BO hereby disclaims any and all warranties, both express and implied, including any warranty of non-infringement, fitness for a particular purpose or merchantability. BO's total liability to a Member, their heirs, successors and assigns arising with respect to these Terms and Conditions, a Member's Membership and any Services performed by BO (including Additional Services) shall be limited to the aggregate amount of fees paid to BO by such Member for their Membership. In no event shall either party have any liability for indirect, incidental, special, punitive, cover, or consequential damages, however caused and on any theory of liability, arising out of these terms and conditions and the membership agreement, including but not limited to loss of anticipated opportunity or profits, even if advised of the possibility of such damages.

NO ASSIGNMENT

A Member's Membership is personal to such Member and non-transferrable. A Member's Membership may not be shared, assigned, or transferred to anyone else even if such Member is not using it. A Member's rights and obligations under these Terms and Conditions may not be transferred or assigned. BO shall have the right to assign the benefits or delegate the obligations contained herein to an affiliated or successor entity without first obtaining such consent. Subject to the foregoing, the benefits and obligations herein shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

INDEPENDENT CONTRACTOR

The purchase of a Membership establishes a fee for service relationship pursuant to which BO is acting as an independent contractor providing Services in accordance with these Terms and Conditions. A person's status as a Member does not mean that such Member is an investor or has an ownership interest in BO.

NOTICES; COMMUNICATIONS

Any communication required or permitted to be sent under these Terms and Conditions shall be in writing and sent via U.S. mail or email. Notices to a Member may be sent to the address (mailing or email) such Member provides to BO at checkout or subsequently in connection with their account. Notices to BO may be sent to:

Beautiful Orlando Medical Spa

1056 E Osceola Pkwy

Kissimmee FL, 34744

bebeautifulorlando@gmail.com

A Member shall promptly notify BO of any change of address.

ENTIRE AGREEMENT; AMENDMENT

These Terms and Conditions constitute the entire understanding and agreement between the parties with respect to its subject matter and supersede all prior agreements or understandings, whether written or oral, with respect to the same subject matter. No amendment of these Terms and Conditions shall be binding on a party unless made in writing and signed by all parties. Notwithstanding the foregoing, BO may unilaterally amend these Terms and Conditions to the extent required by law or regulation by sending a Member advance written notice of any such change.

FORCE MAJEURE

Neither party will be liable to the other for any cause beyond its reasonable control, and the party's performance of its obligations hereunder, other than payment obligations, will be excused if such party's performance is prevented by any cause or causes beyond its reasonable control without the fault or negligence of such party. In no event shall financial difficulty or inability constitute force majeure.

I have read and understand this waiver and have been fully informed of all of BO's 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 assume all responsibility for updating changes in physical and mental condition.

Auto-Renewal

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

Monthly Membership Dues

Membership dues will be automatically charged to member's credit card on the 1st day of every month.

Card Information

Card Number: _____ Expiration: _____

Cardholder Name: _____ Card Type (circle one) MC/ VISA/ AMEX/DISCOVER

CVV2 Code _____

Billing Address: _____

Member Name: _____ Date: _____/_____/_____

Signature: _____

Witness Signature: _____ Date: _____/_____/_____