

# ELITE MEDICAL SPA - MEMBERSHIP AGREEMENT

## Effective Upon Enrollment

This Membership Agreement (“Agreement”) governs participation in the Elite Medical Spa Membership Program (“Membership”). By enrolling in the Membership, submitting payment information, or continuing participation after enrollment, the Member (“you,” “your”) **automatically acknowledges, accepts, and agrees** to all terms and conditions contained herein. This Agreement is binding without the need for a physical or electronic signature.

## 1. TERM OF MEMBERSHIP

1.1 **Initial Term.** Membership is a **twelve (12) month contractual commitment** beginning on the date of enrollment (“Start Date”).

1.2 **Automatic Renewal.** Membership automatically renews for successive 12month terms unless the Member provides **written notice of cancellation at least thirty (30) days prior** to the renewal date.

1.3 **No Early Termination.** Early termination is **not permitted** unless expressly approved in writing by the Owner and Medical Director. Approval is discretionary and may be denied for any reason.

## 2. MEMBERSHIP FEES & BILLING

2.1 **Monthly Billing.** Fees are billed monthly to the payment method provided at enrollment.

2.2 **Payment Authorization.** Enrollment constitutes authorization for Elite Medical Spa (“Elite,” “the Practice”) to charge the Member’s payment method for all Membership fees and related purchases.

2.3 **Failed Payments.** If a payment fails, benefits will be suspended until the account is brought current. If unresolved within **seven (7) days**, Elite may terminate the Membership.

2.4 **NonRefundable.** All Membership fees are **nonrefundable**, including during periods of nonuse or freeze.

## 3. FREEZE POLICY

3.1 **Freeze Allowance.** Members may freeze their Membership for up to **three (3) months** per 12month term.

3.2 **Effect of Freeze.** During a freeze:

- Billing pauses
- Benefits pause
- The Membership end date extends by the freeze duration

**3.3 Request Requirements.** Freeze requests must be submitted **in writing**. Retroactive freezes are not permitted.

#### **4. MEMBERSHIP BENEFITS**

**4.1 Benefit Period.** Benefits must be used **within the month or period offered**.

**4.2 No Rollover.** Benefits **do not roll over**, accumulate, or extend for any reason.

**4.3 NonTransferability.** Benefits and discounts are **individual only** and may not be shared, transferred, gifted, or assigned.

**4.4 Scheduling.** All services are subject to provider availability. Elite does not guarantee appointment availability within a specific timeframe.

#### **5. TIER CHANGES**

**5.1 Upgrades.** Members may upgrade to a higher tier at any time. Upgrading **restarts the 12month term** from the upgrade date.

**5.2 Downgrades.** Downgrades are **not permitted** during the Membership term.

**5.3 Documentation.** All tier changes must be requested and confirmed **in writing**.

#### **6. CANCELLATION & REENROLLMENT**

**6.1 Cancellation.** Members may cancel only at the end of their 12month term with **30 days' written notice**.

**6.2 Early Cancellation.** Early cancellation is not permitted unless approved in writing by the Owner and Medical Director.

**6.3 ReEnrollment Restriction.** If a Member cancels or allows their Membership to lapse, they may not rejoin for **twelve (12) months** from the date of cancellation or lapse.

#### **7. DISCOUNTS**

**7.1 Highest Discount Applies.** Elite follows a "**highest discount applies**" policy.

**7.2 No Stacking.** Discounts may not be stacked, combined, or applied retroactively.

**7.3 Exclusions.** Certain services, products, or promotions may be excluded at Elite's discretion.

#### **8. MEMBER RESPONSIBILITIES**

**8.1 Duty to Stay Informed.** Members are solely responsible for staying informed about their benefits, usage, and expiration dates.

**8.2 No Staff Obligation.** Staff are **not required** to notify Members of unused, expiring, or forfeited benefits.

**8.3 Accurate Information.** Members must maintain accurate contact and billing information.

#### **9. PROGRAM CHANGES**

9.1 **Right to Modify.** Elite reserves the right to modify, adjust, or discontinue any Membership tier, benefit, pricing, or structure **at any time**, with or without notice, based on business needs, staffing, inventory, technology, or regulatory changes.

9.2 **Continued Participation.** Continued participation after any modification constitutes acceptance of the updated terms.

## 10. LIMITATION OF LIABILITY

10.1 **No Guarantee of Results.** Elite does not guarantee specific aesthetic or medical outcomes.

10.2 **Scope of Services.** Membership benefits do not replace medical evaluation, diagnosis, or treatment.

10.3 **Liability Cap.** To the fullest extent permitted by law, Elite's liability is limited to the total Membership fees paid during the preceding three (3) months.

## 11. TERMINATION BY ELITE

Elite may terminate a Membership immediately for:

- Violation of this Agreement
- Abusive or inappropriate behavior
- Safety concerns
- Fraudulent activity
- Failure to comply with medical recommendations
- Nonpayment

No refunds will be issued for termination due to Member misconduct or policy violations.

## 12. GOVERNING LAW

This Agreement is governed by the laws of the State of New Hampshire. Any disputes shall be resolved in the appropriate courts within the State of New Hampshire.

## 13. ACKNOWLEDGMENT OF AUTOMATIC ACCEPTANCE

By enrolling in the Membership, submitting payment information, or continuing participation, the Member **automatically acknowledges, accepts, and agrees** to all terms of this Agreement. No physical or electronic signature is required