



Terms & Conditions of MVP-DeLuxe[®] Subscription Participant Agreement

The following terms and conditions govern the MVP-DeLuxe[®] Subscription Participant Agreement (the “**Agreement**”) provided by Bender Medical Group, Inc., a Colorado Corporation doing business as Miramont MedSpa (“**Miramont**,” “**we**,” “**our**,” or “**us**”) to each person listed on the Electronic Registration Form (“**you**,” “**your**” or “**Participant**”).

1. Introduction. MVP-DeLuxe[®] is a medspa subscription service. It is not an insurance plan and Miramont MedSpa is not an insurance company. You understand that you will be charged a re-occurring monthly subscription fee of \$35.00 (Thirty-Five Dollars) per person. Services eligible for MVP-DeLuxe[®] pricing include medspa services, Obagi, and Image Products, and will only be provided by Miramont providers at Miramont locations. BY PARTICIPATING IN THIS SUBSCRIPTION AGREEMENT AND RECEIVING SERVICES FROM US, YOU AND ALL OTHER MEMBERS IDENTIFIED IN YOUR ELECTRONIC REGISTRATION AGREE TO THESE TERMS AND CONDITIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

2. Covered Services. Those services described herein, also known as the “**Covered Services**” shall be provided exclusively only at designated Miramont locations.

2.1 MedSpa Services. We offer medspa services to MVP-DeLuxe[®] clients without additional charge as follows:

2.1.a. Microdermabrasions, to include one microdermabrasion treatment per calendar month. Unclaimed microdermabrasion services during any calendar month are forfeited and do not carry forward.

2.1.b. Discounts on Select MedSpa Services, to include 20% off regularly priced Microneedling with and without exosome and/or platelet rich plasma (PRP), Chemical Peels, Dermaplaning, Laser Hair Removal (all zones), Intense Pulsed Light (IPL)

treatment, Laser Vein treatment, Laser Genesis, CO2 ablative laser treatment, Teeth Whitening and Titan.

2.1.c. Botox, priced at **\$9.00 per unit**.

2.1.d. BioTE Hormone Therapy, priced at \$325 for women, \$475 for modified male and \$700 for male per pelleting treatment.

2.1.e. Cosmetic Fillers, priced at 20% off our regular pricing.

2.1.f. Blu-Light Therapy, priced at \$20 per session

2.2 Retail Store Products. We discount retail store product pricing for MVP-DeLuxe® clients as follows:

2.2.a. Image™ All Image products sold through our retail store and in stock are discounted at 20% off regular price.

2.2.b. Obagi™ All Obagi products sold through our retail store and in stock are discounted at 20% off regular price.

2.3 Aesthetic Surgery Services. We discount aesthetic surgery procedures and services for MVP-DeLuxe® clients as follows:

2.3.a. Morpheus We offer Morpheus single treatment at \$1,000 and package of three treatments at \$2,400.

2.3.b. FaceTite We offer FaceTite with Morpheus special pricing at \$5,750. Surgical Consultation with physician required at no additional charge. There is a \$500 nonrefundable deposit required at the time of scheduling.

2.3.c. BodyTite This section intentionally left blank.

6. Miramont Right To Amend Without Notice. Participant acknowledges that fees charged for professional medical spa services, in conjunction with MVP-DeLuxe® may be changed at any time without notice and that Miramont reserves the right, at any time and without notice, to amend the Terms & Conditions contained in this Agreement. Miramont further reserves the right to suspend or terminate Participant's use of the MVP-DeLuxe® subscription with or without cause.

7. Participant Credit Check Authorization. Participants acknowledge and authorize Bender Medical Group d/b/a Miramont MedSpa to run a credit check, as needed, prior to enrollment and while enrolled in MVP-DeLuxe®.

8. Participant Billing Information Terms. You are required to provide Miramont with a valid credit card account or bank ACH routing information for payment, and to keep that information current, even if the you elect to provide cash payment at the time services are rendered. You accept full financial responsibility and guarantee payment on all charges. You understand that, unless you pay in cash, for all fees, including the monthly subscription fee, day of service charges and fees for non-covered services, Miramont will charge your credit card, or withdraw funds from your bank account, for such fees, without further authorization from you and without prior notice. by Participant. You understand that if you give Miramont your debit card or Visa/MasterCard check card, funds may be withdrawn from your checking account without prior notice. In addition, a nominal pre-authorization amount may be unavailable to you for up to seven business days. Miramont is not responsible for any charges which may be incurred by you if such withdrawal results in insufficient funds in your checking account or any fees resulting from charges incurred on your credit card.

If your credit card is declined, you must provide Miramont with another credit card or bank ACH account information that can be used for future charges, even if you pay with cash every time you receive services. Declined payment will not void this Agreement. If your payment option is declined, your ability to obtain services will be placed on hold until the declined payment is made by you. Collection proceedings may be commenced for unpaid contract amounts at the time of default.

We require that you set-up recurring electronic payments for your monthly subscription fee using the link provided on our website. Your monthly payment will be processed on the same date each month unless your Subscription Participant Agreement is terminated. You hereby authorize us to make these charges or debits depending on the payment method you authorized through our website.

The Participant must pay the following monthly service fee:

All Ages: your monthly service fee is \$35.00

9. Collections Costs. You agree to pay Miramont all costs associated with collecting any amounts due and owing for services incurred by you, or on behalf of any of the family members listed on this application. Fees and costs may include interest rate charges, as allowed by law, and attorney fees incurred in the collection of any out-standing balance.

10. Arbitration. You agree that if any dispute arises regarding this Agreement or your participation in MVP-DeLuxe[®], that you will provide Miramont with written notice of any dispute and, if Miramont has not satisfactorily resolved the dispute within 30 days of receiving notice of the complaint, that you will submit the dispute to a mutually agreed upon mediation service located in Larimer County, Colorado prior to filing a civil action. Mediation proceedings will be conducted in accordance with the procedures set forth by the American Health Lawyers Association with the non-prevailing party responsible for

payment of all reasonable attorney's fees and costs as well as the cost of the arbitrator. If mediation is unsuccessful, any action brought against Miramont must be brought in a court of competent jurisdiction located in Larimer County, Colorado. The prevailing party in mediation, or any other action, shall be entitled to an award of attorney's fees.

11. Notifications. Participants agree to notify Miramont if their personal contact information changes.

12. Email Opt-In. By providing an email address, you authorize Miramont MedSpa to send you email communications including marketing & administrative information, including confirmation of your subscription enrollment in MVP-DeLuxe[®]. No personal health information will be sent via email communication. You may opt out of receiving any such email communications at any time by using the opt out feature in the email communication.

13. Term. This Agreement commences on the date we receive your payment ("**Effective Date**") and continues until 11:59 p.m. on the date immediately preceding the Effective Date in the following month (e.g. if we receive your payment on January 10 your participation will continue until 11:59 p.m. February 9) ("**Initial Monthly Term**"). At the end of the Initial Term, we will automatically renew your participation in the Subscription Participant Agreement on a monthly basis (each a "**Renewal Monthly Term**"). Notwithstanding the forgoing, after the Initial Minimum Term has concluded without lapse for non-payment, you can terminate your subscription in the Subscription Participant Agreement by notifying us in writing at least fourteen (14) days prior to the beginning of the next Renewal Monthly Term of your desire to terminate your participation. The Initial Term and any subsequent Renewal Term shall collectively be referred to as the "**Term**". This Agreement shall terminate at the end of the monthly Renewal Term upon the death of the Participant.

14. Termination. Your Subscription Participant Agreement may be terminated by us for any reason or no reason.

15. Assignment. You may not assign or transfer your Subscription Participant Agreement or any interest therein to any other person or entity, and any such assignment or transfer shall be void. We may assign or transfer this Agreement without your consent, and any such assignment or transfer is binding upon and inures to the benefit of you and us and our respective successor and assigns.

16. Policies, Procedures and Amendments. We may from time to time develop policies and procedures in connection with the operation or administration of the Subscription Participant Agreement. We may also amend the Agreement, including those Covered Service listed above, from time to time and in our sole discretion. You shall be bound by all such policies, procedures and amendments.

17. Conflict. In the event of a conflict between these Terms and Conditions and any document, form or brochure, these Terms and Conditions shall supersede and control.

18. Entire Agreement. These Terms and Conditions and all Exhibits hereto (as we may modify or amend from time to time) constitute the sole and entire Agreement between you and us with respect to the subject matter hereof and thereof, and supersede any and all prior written or oral agreements, discussions or understandings between you us.

19. General Release. To the greatest extent enforceable by law, each Participant, on behalf of himself or herself and each of their respective heirs, beneficiaries, successors and assigns, hereby forever releases and discharges Miramont, its affiliates, and each of their respective officers, directors, employees, agents and representatives from and against any and all liabilities, claims, demands, actions, and cause of action of any kind or character that such person has, or may have relating to or arising from use of services under the Subscription Participant Agreement. The sole recourse available to any such releasing person against Miramont is termination of your Subscription Participant Agreement in accordance with these Terms and Conditions.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to the choice or conflict of laws of that or any other jurisdiction.

21. Privacy of Individually Identifiable Health Information. We will maintain the privacy and confidentiality of all individually identifiable information about you in accordance with all applicable statutes and regulations.

22. Notices. All notices, consents, approvals, requests, and communications required under these Terms and Conditions and this Agreement shall be in writing and shall be deemed to have been given when delivered by first class mail, postage prepaid, electronic mail, or by hand delivery to you at the most recent address shown in our records and to us at the address shown below:

**Miramont MedSpa
4674 Snow Mesa Drive Suite #140
Fort Collins, CO 80528**

23. Headings. The headings contained in these Terms and Conditions have been inserted for convenience only and do not define or limit the provisions hereof or the Agreement.

24. Waiver. The waiver by Miramont of any breach of any provision of these Terms and Conditions by Participant will not operate or be construed as a waiver of any subsequent breach by Participant. No delay in acting without regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

25. Severability. Any provision of these Terms and Conditions that is held to be inoperative, unenforceable, voidable or invalid in any jurisdiction will, as to that jurisdiction, be inoperative, unenforceable, void or invalid without affecting the remaining provisions of these Terms and Conditions in that jurisdiction or the operation, enforceability or validity of that provision in any other jurisdiction, and to this end, the provisions of these Terms and Conditions are declared to be severable. Any provision of these Terms and Conditions that is held to be inoperative, unenforceable, voidable or invalid will be enforced to the maximum extent permitted under applicable law.

26. Regulatory Compliance. It is the intent of Miramont that the Agreement comply in all respects with all applicable federal, state and local laws, regulations, rules and interpretive case decisions and Miramont has structured it with that specific intent. However, it is understood that such laws, regulations and case decisions are complicated and in a state of flux. Therefore, in the event that any provision of these Terms and Conditions is rendered invalid or unenforceable by a court of competent jurisdiction, or the applicable laws and regulations are altered by any legislative or regulatory body, or Participant is notified in writing of Miramont's reasonable belief that these Terms and Conditions or any of its provisions may be declared null, void, unenforceable, or in violation of applicable laws or regulations, the provisions in question may terminate or may be modified by Miramont to keep them in compliance with all laws and regulations, and the remaining provisions, if any, of these Terms and Conditions will nevertheless continue in full force and effect.

27. Force Majeure. Neither Miramont nor Participant shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other interruptions by other employees, or any other cause beyond the reasonable control of either party.

28. Rights in Property. All title to digital records, patient charts, patient records, patient information, equipment, furnishings and effects shall remain the sole property of Miramont. However, Participant may secure copies of Participant's patient charts and records at Participant's expense from Miramont, for an additional charge of \$18.00 to prepare a compact disc. There is no charge to download your own records from the Miramont patient portal.