



Beauty Bank Refine Aesthetics Premiere Membership Club

Beauty Bank is Refine Aesthetics Premiere Membership Club. Beauty Bank is for our most loyal clients. As a club member you will receive the best rates on popular and highly requested services. On the day you register you will have immediate access to club member rates. All recurring monthly payments will be available to use towards your services. All services that are rendered will need to be paid in full the day they are received.

Beauty Bank Information:

- 1. Joining Beauty Bank:** To join Beauty Bank, you must be a patient at Refine Aesthetics.
- 2. Promotional Rates, Offers & Privileges:** As a club member of Beauty Bank, you will receive club members-only rates, exclusive offers, and any additional membership privileges are guaranteed so long as you remain in good standing, including but not limited to monthly payments and paying any remaining balance at your visit. Purchases made with Beauty Bank rates cannot be transferred. Beauty Bank rates and offers cannot be combined with any additional promotions or offers. Rates, offers, and privileges are subject to change at any time without notice.
- 3. Monthly Billing:** An active card on file is required for membership. Your account will be billed on the day of the month that you sign up on for \$159 per month. By signing, you agree that your payment of \$159 will be automatically withdrawn every month on that date, these automated payments will continue until you cancel your membership (see cancellation terms in section 6). You may not move, stop, or delay payments, by doing so your membership may result in a permanent or temporary cancellation. You authorize Refine Aesthetics to continue to charge your card monthly and for any additional services that are rendered. If your available funds in your beauty bank are not sufficient to cover the cost of your procedure being done, you will be required to pay the remaining balance the day they are performed prior to leaving the office. Your monthly payment will be added to your available funds to use at any time at Refine Aesthetics. Your funds never expire if you are an active Beauty Bank club member.
- 4. Unsuccessful Payments:** In accordance with applicable law, the first attempt to collect any fee under this agreement is unsuccessful, we may make additional attempts to collect from any/all payment methods you provide us, and a \$25 service fee will be applied for each instance we submit or re-submit such payment request and it is returned uncollectible for any reason including but not limited to: insufficient funds, expired or canceled payments, overdrafts, or closed accounts. We are not liable for any fees charged by your financial institution in the event a payment request is returned uncollectible. Failure to pay your balance will result in back-paying for any payments missed and termination of account.
- 5. Cancellation:** A six-month commitment is required to join Beauty Bank. If your cancellation date is within the first six months of membership, you will be required to pay a cancellation fee of \$159. *This cancellation fee will not go toward your funds available.* 30-day notice and payment for those remaining 30 days is due to cancel your Beauty Bank membership. A written request must be delivered to Refine Aesthetics in office. Once your cancellation request is received, it will be processed within 3 business days and you will be given your official cancellation date 30 days from the date of processing. There are NO REFUNDS. All sales are final. Your membership is still valid for the remaining 30 days once cancellation has been processed, and the remaining funds paid will be put toward your available funds. If you choose to cancel, your funds are available to you to use at Refine Aesthetics as a credit for 1 (one) year after your cancellation date at the regular price. If you do not use the funds within the 30 days before your membership ends, you will be required to pay for any services, treatments, or products at full-price. Once your membership has officially ended, you will no longer have access to members-only rates, offers, and privileges. If you do not use your accumulated funds within the year of your cancellation date, you forfeit the balance and will not be able to use those funds in the future. Memberships may be reinstated if the account was in good standing and approved by the clinical director. You may reinstate your membership at any time before the year expiration date to use your previously accumulated funds and to receive your members-only rates, offers, and privileges. If you decide to reinstate your membership, you may be required to pay a registration fee at sign up of \$75 and your membership will begin as if it is new, on the reinstated date. You may reinstate your membership up to 2 (two) times in accordance with the terms and fees have been paid. If you reinstate your membership you can not cancel or pause for 6 (six) months.

Additional Terms & Conditions:

- 6. PARTIES**
 - A.** Refine Aesthetics 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 "Refine Aesthetics" 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 Refine Aesthetics of any change in your address, phone number or name change.
- 7. 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 Refine Aesthetics 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 physician prior to receiving services.
 - B.** Liability for Property: Refine Aesthetics is not liable to you or your guest(s) for any personal property that is damaged, lost, or stolen while on or around Refine Aesthetics premises including, but not limited to, a vehicle or its contents or any property left in or around Refine Aesthetics facility. If you or your guest cause any damage to Refine Aesthetics facilities, you are liable to Refine Aesthetics for its cost of repair or replacement.
 - C.** Entire Agreement & Enforcement: You acknowledge that neither Refine Aesthetics, 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 Refine Aesthetics 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 Refine Aesthetics does not enforce any right in this agreement for any reason, Refine Aesthetics does not waive its right to enforce it later.

8. MEMBERSHIP

A. General: Your membership permits you to receive discounted pricing for services performed at Refine Aesthetics. Your membership is subject to all current company policies, rules and limitations. Your membership gives you no rights in Refine Aesthetics, its management, property or operation. Refine Aesthetics may assign, transfer or cancel your membership in its sole discretion. Refine Aesthetics can offer memberships at different rates and terms than yours.

9. RULES AND REGULATIONS

A. You agree to follow Refine Aesthetics membership policies and spa rules. Refine Aesthetics may, in its sole discretion, modify the policies and any spa rule without notice at any time. Spa rules vary by location and all signs posted in a spa or on the premises or verbal communication shall be considered a part of the rules of Refine Aesthetics. Refine Aesthetics reserves the right to refund the pro-rated cost of unused services and terminate your membership immediately for violation of any membership policy or spa rule.

10. PRACTICE & MEMBERSHIP POLICIES

A. Refine Aesthetics reserves the right at any time to delete, discontinue, modify, or replace any services without any effect on this agreement. Refine Aesthetics also reserves the right to make changes to quantity services offered and to alter the hours of operation in Refine Aesthetics discretion. You will be offered priority booking, however you acknowledge that the services in the facilities are available subject to demand and are offered on a "first come first serve basis". Refine Aesthetics does not guarantee appointment availability or availability to be seen with specific providers.

B. Refine Aesthetics highly recommends all patients pre-book appointments to ensure they will be seen on a date and time that works best for their schedule. By joining this membership, you have read and understand the booking policy at Refine Aesthetics.

11. DUES, FEES, CHARGES & TAXES

A. You may use your Beauty Bank balance at your appointments to cover either your full balance or partial balance, if applicable. If the balance for treatments, services, or products rendered at your appointment is greater than your available Beauty Bank balance, you must pay the remainder either prior to or immediately after the service.

B. Beauty Bank Membership requires an active card on file to process the recurring monthly payment to your bank, your remaining balance (if any) at your appointment, and any additional fees you may incur.

C. Payment Authorization: You have full control over the payment authorization and can cancel your membership by notifying Refine Aesthetics in person, in writing with a 30-day notice, once you have met the 6 month minimum. You must complete the final billing cycle within the 30 days to cancel. You must notify Refine Aesthetics within 30 days of a claimed error on your bank statement or credit card statement. If you claim your monthly dues were not stopped when you told Refine Aesthetics, you must have written proof or Refine Aesthetics will not reimburse you for any deductions which you claim should not have been deducted.

D. Charges & Taxes: Refine Aesthetics has the right to add to your prepaid dues or to your monthly dues any tax imposed by the government. Refine Aesthetics also has the right to add any utility charges or surcharges to your prepaid dues and monthly dues.

E. Deposit, Cancellation, and No-Show Policy: No deposit is required when booking an appointment that is 15 minutes or less. If you book an appointment that is 30 minutes or longer a \$100 non-refundable deposit will be required for booking appointments. With limited appointments available, we strive to accommodate every client's busy schedule. We sincerely ask that our clients provide us with at least 24 hours' notice if you are unable to keep the time we have reserved for your appointment. Any cancellation or reschedule made less than 24 hours prior to your appointment will result in a cancellation fee of \$100. If you are more than 15 minutes late for your service, we may not be able to accommodate you. In this case, the same cancellation fee will apply. We will do our best to reschedule your service for another time that is convenient to you if we are unable to accommodate you on your original appointment date. Each time a patient misses an appointment without providing proper notice, another patient is prevented from receiving care. Therefore, Refine Aesthetics reserves the right to charge a fee of \$100 for all missed appointments ("no shows"). Any fees for last-minute rescheduling, cancellations, or no-shows will be subtracted from your Beauty Bank balance if applicable. If your Beauty Bank balance does not have the funds required to pay the balance, your card on file will be charged an additional amount. Your monthly Beauty Bank balance will be charged at its usual time and additional fees will not impact your payment schedule. If you cancel with-in 24 hours or no-show more than 1 (one) time you will be required to put a \$100 non-refundable deposit for all future appointments.

F. Club Member Payment Schedule: **Monthly Banked Payments for available funds (processed on date of registration every month): \$159**

NOTICE TO MEMBER: DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY.

Client Signature: _____

Date: _____

Office use only:

Sign up date: _____

Amt: _____

Payment date: _____

RA signature: _____