

## OVME STUDIO MEMBERSHIP AGREEMENT

This OVME Studio Membership Agreement (“Agreement”) is made by and between OVME and you (the “Member”). As part of OVME’s Membership Program, you are entitled to various benefits and service discounts, which are described below. Membership is voluntary and contingent on the payment of a monthly fee, and subject to the cancellation terms included in this Agreement.

### **Monthly Membership Fee (Charged Monthly in Advance) and Membership Levels/Benefits**

Your membership level and monthly membership fee will be as applicable on the date you purchase a studio membership. Applicable membership fees and membership benefits/services shall be as set forth from time-to-time at the OVME Membership Program landing page on the OVME website at <https://ovme.com/membership/>.

I hereby authorize OVME to charge my credit card provided at the time of my membership (or such valid credit card that I provide to OVME subsequent to my enrollment as a member) in lieu of presenting it for any services, retail items, or memberships upon my request. I understand that my monthly membership fees will be charged monthly in advance, with the first monthly payment due on the date of enrollment as a member and then on that same day in each successive month (i.e., if member enrolls on the 15th of the month, monthly charges will occur on the 15th of each month, or the first banking day of each month if that day is a weekend or bank holiday).

### **Membership Terms and Conditions:**

**Pricing Changes:** OVME reserves the right to change its pricing and the benefits associated with membership at any time. OVME will give you 30 days advance written notice of any change in the pricing or benefits described above. Notices may be given by email, posted in studio or may otherwise be announced on the OVME Membership Program landing page on the OVME website.

**No-Show Policy:** SAME DAY “no-shows” or appointment cancellations that occur within 24 hours of an appointment will be charged a no-show/cancellation fee specified by OVME in its sole discretion – applicable no-show/cancellation fees will be indicated at the time of booking or per stated OVME policy which may be posted in studio or on the OVME Membership Program landing page on the OVME website. If you cancel prior to the scheduled date of an appointment, there will be no fee charged.

**Transferability and Cancellation:** This membership is not negotiable, transferable, or cancelable except as otherwise provided herein. Notice of intent to cancel by the Member may be given at any time, provided that OVME will not provide any refunds with respect to membership fees paid with respect to periods ending after notice of cancellation is given and any unpaid amounts will be charged to your credit card on file with OVME. Your cancellation requires 30 days’ notice prior to the day of the month that your membership was originally effective. For example, if your membership enrollment was the 15th of the month, then you must give notice on or prior to the 15th day of the prior month in order for the cancellation to be effective on the 14th of the following month. If you provide less than 30 days’ notice prior to the day that is your monthly enrollment date, the cancellation will be effective as that date in the next month. For example, if your enrollment date is April 15th and you provide notice to cancel on October 15th, your cancellation will be effective as of November 14th. However, if you cancel on October 28th, then your effective cancellation date would be December 14th. Please note that fees shall be payable by you through the effective date of cancellation.

To cancel, you may (a) hand deliver to the OVME studio where you receive services; (b) mail written notice of your cancellation to 3535 Piedmont Road NE, Building Fourteen, Suite 450, Atlanta, GA 30305 (Attention: MEMBERSHIP CANCELLATION REQUESTS); or (c) email cancellation notice to [info@ovme.com](mailto:info@ovme.com). If you: (a) deliver your cancellation via an email to [info@ovme.com](mailto:info@ovme.com), you must indicate “MEMBERSHIP CANCELLATION” in the subject line be sure to get an email response from an official at the OVME acknowledging the cancellation, or (b) hand deliver or mail your cancellation, be sure to get a signed statement or return email confirmation from an official of OVME, acknowledging your cancellation.

**Termination by OVME:** OVME reserves the right to terminate or refuse to renew your agreement for any reason not prohibited by law including, but not limited to, an unsatisfactory payment history. OVME reserves the right to collect at any time any delinquent or outstanding balance(s) that has not been paid for any services provided or monthly payments owed.

**Updated Information:** For purposes of identification and billing, you agree to provide OVME with current, accurate, complete, and updated information including your name, address, telephone number, and applicable payment data. You agree to notify OVME promptly of any changes in your information, including your payment data.

**Entire Agreement:** You, as the Member, and OVME acknowledge that this Agreement constitutes the entire agreement with respect to the benefits, terms and conditions associated with an OVME Membership. Nothing herein affects or modifies the separate terms and conditions of service which govern the services provided to you by the OVME, a copy of which has been separately provided to and executed by you. This Agreement cannot be amended except in written form executed by both parties. You acknowledge that you have read and understood the terms and conditions of this Agreement and agree to be bound by such terms and conditions.

**Jurisdiction:** 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 courts located in the county and state in which services are provided to member by OVME and to the application of the state law where such services are provided.

**NOTICE:** We are hereby informing you that should you (the Member) choose to pay for any part of this agreement in advance, be aware that you are paying for future services and may be risking loss of your money in the event OVME ceases to conduct business in the location where you primarily receive services, or at all. OVME does not post a bond, and no other protections may be provided to you should you choose to pay in advance.

**WAIVER AND RELEASE OF LIABILITY:** OVME, is not responsible for any injury or loss of property suffered by me while receiving treatment(s), participating in OVME activities, or while on the premises of OVME, for any reason whatsoever, whether resulting from the negligence of OVME., its agents, employees, independent contractors, representatives, or guests, members, customers, or any other person or entity.

In consideration of my membership or for being allowed access to and / or to use OVME facilities and receive Treatment(s), I hereby **WAIVE, COVENANT NOT TO SUE AND RELEASE ANY AND ALL CLAIMS** which may be brought by me, my family, estate, heirs and/or assigns, against OVME, its owners, employees, representatives, independent contractors and/or agents from any and all present and future claims for loss, theft of my property, injury or damages to my person or property, personal injuries and/or death, which do or may exist, now or in the future, whether currently known or unknown, including but not limited to those which arise as a result of my membership, or arise in any way incidental to my membership, my use of the facilities and / or equipment of OVME, my receiving treatment(s), my participating or engaging in any OVME activity, activities or activities incidental thereto, and / or those which occur as a result of my presence on the premises, or which occur while I am on the premises of OVME, for any reason whatsoever, wherever, whenever or however same may occur and regardless and irrespective of whether such claims arise or arose as a result of my own negligence, the negligence of any other person or the negligence of OVME, or its owners, employees, representatives, independent contractors and/or agents, and will defend, and hold OVME, its owners, employees, representatives, independent contractors and/or agents harmless therefrom. I understand and agree that this *Waiver and Release of Liability* is intended to be as broad and inclusive as permitted by the laws of the State in which I am receiving OVME services and agree that if any portion hereof is held invalid, the remainder of the *Waiver and Release of Liability* will continue in full legal force and effect. I further agree that in the event I am not the prevailing party, I will be responsible for all reasonable attorneys' fees, costs and expenses incurred by OVME, in the defense of or in relation to any such lawsuit.

I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this, I am giving up legal rights and remedies that I might have now or in the future.

**Consumer's Right of Cancellation during cooling period (3 days after signing): You may cancel this contract without any penalty or obligation within 3 business days from the above date, and receive a full refund of all payments made to the seller. You may also cancel this contract if upon a doctor's order you cannot physically receive the services, or you may cancel the contract if the services cease to be offered as stated in the contract. If you cancel the contract for either of these reasons, the seller, (OVME), may keep only a portion of the contract price equal to a pro rata portion of the total price representing the proportion of services you used or completed, plus the cost to the seller of any related goods which you have consumed or retained. This contract or note is the future consumer services and puts all assignees on notice of the consumer's right to cancel under Chapter 2-18, F.A.C.**

This Membership Agreement shall be enforceable by OVME, LLC and its parent companies, subsidiaries, and affiliates, including the legal entity that controls the studio with which the Member has entered into this Agreement.

I UNDERSTAND AND AGREE TO COMPLY IN FULL WITH THE TERMS AND CONDITIONS STATED IN THIS MEMBERSHIP AGREEMENT. I AGREE THAT MY ACCEPTANCE OF THESE TERMS BY ELECTRONIC MEANS SHALL BE FULLY BINDING ON ME.