

UNITY AESTHETIC MEMBERSHIP

Membership Agreement, Recurring Payment Authorization,
and Program Policy



MEMBER INFORMATION

Member Name:	Date of Birth:
Effective Date:	Phone Number:
Email Address:	Member ID (office use):

PLAIN-LANGUAGE SUMMARY

THREE MONTH MINIMUM COMMITMENT

The membership costs \$19.99 per month. By enrolling, the member agrees to three consecutive monthly payments, for a minimum membership fee obligation of \$59.97, unless a cancellation right stated in this Agreement or required by law applies. After the initial three-month term, the membership continues month-to-month until canceled.

Monthly fee	\$19.99, plus any tax required by law
Minimum term	Three consecutive monthly billing cycles
Botox® member price	\$9.99 per unit when clinically appropriate
Dysport® member price	\$3.49 per unit when clinically appropriate
Renewal	Month-to-month after the initial term; cancel as described below

1. PARTIES AND PURPOSE

This Agreement is between the individual identified above (the "Member") and Unity Urgent Care & Pharmacy, LLC ("Unity"), located at 3065 W. Bancroft Street, Toledo, Ohio 43606. It governs participation in Unity's voluntary, self-pay aesthetic membership program (the "Program"). The Program provides access to specified pricing and administrative benefits; it is not a health-insurance plan, discount health plan, medical subscription, warranty, or promise of treatment or results.

2. MEMBERSHIP BENEFITS

- Botox® Cosmetic at \$9.99 per unit, subject to evaluation, clinical appropriateness, product availability, and the treating clinician's order.
- Dysport® at \$3.49 per unit, subject to the same clinical requirements. Botox and Dysport units are not interchangeable and may not be compared or converted on a one-to-one basis.
- One complimentary aesthetic consultation while membership is active. Clinical visits beyond the consultation may be separately charged when disclosed in advance.
- Priority access to available appointment times; this does not guarantee a particular date, clinician, product, or appointment time.
- A complimentary post-treatment assessment approximately two weeks after an eligible neurotoxin treatment. This is an assessment only and does not include guaranteed or complimentary additional units.
- Ten percent (10%) off eligible retail skincare products and eligible nonprescription aesthetic services, as identified by Unity. Prescription products, toxin units, packages, gift cards, taxes, outside laboratory services, and already-discounted promotions are excluded unless Unity states otherwise in writing.
- One \$25 birthday-month promotional credit for an eligible aesthetic treatment or service. The membership must be active and in good standing on the date of use. The credit is personal, has no cash value, may not be transferred, and expires at the end of the Member's birthday month.
- Access to members-only promotions, events, and advance booking opportunities when offered. These offerings are not guaranteed and may have separate terms.
- Member pricing remains fixed during the initial three-month term. Changes after that term require advance notice as described in Section 14.

3. BENEFIT LIMITATIONS

- **Active status.** Benefits are available only while the membership is active, paid, and in good standing. Benefits may not be applied retroactively to purchases or treatments completed before enrollment or while the account was suspended.
- **Personal use.** Benefits are for the Member only and may not be sold, shared, pooled, assigned, or transferred.
- No stacking. Unless Unity expressly approves otherwise in writing, member pricing and credits may not be combined with coupons, package pricing, loyalty rewards, employee discounts, third-party promotions, or other offers. Unity will apply the single eligible option that the Member selects before purchase.
- **No cash value.** Unused benefits, discounts, appointment priority, promotional credits, and consultations have no cash value and are not refundable or redeemable for cash.
- **Separate specialty pricing.** Fixed-price services—including hyperhidrosis, masseter, lip-flip, party, package, or promotional pricing—are not automatically reduced by the general member discount unless the current written price list specifically says so.

4. CLINICAL INDEPENDENCE AND MEDICAL ELIGIBILITY

NO GUARANTEE OF TREATMENT

Payment of membership fees does not entitle the Member to receive Botox, Dysport, or any other medical treatment. The treating clinician retains exclusive clinical judgment and may postpone, modify, or decline treatment when medically indicated.

- Every prescription treatment requires an appropriate patient evaluation, a lawful order, and separate treatment-specific informed consent.
- The Member must provide complete and accurate health, medication, allergy, pregnancy, breastfeeding, and prior-treatment information and must promptly report changes.
- Unity may refuse or discontinue a service because of a contraindication, safety concern, unrealistic expectation, suspected product misuse, inability to provide informed consent, disruptive conduct, or any other legitimate clinical or operational reason.
- No particular outcome, duration, symmetry, degree of correction, or absence of adverse effects is promised. Additional evaluation or treatment, if clinically appropriate, may involve additional charges.
- Nothing in this Agreement waives any nonwaivable patient right or releases Unity or a clinician from liability that cannot lawfully be waived. This Agreement is not a substitute for informed consent.

5. FEES AND RECURRING PAYMENT AUTHORIZATION

The Member authorizes Unity and its payment processor to charge \$19.99, plus any tax required by law, to the payment method provided at enrollment on the effective date and approximately the same date of each following month. The Member authorizes three consecutive monthly charges during the initial term. The minimum membership-fee obligation is \$59.97, excluding tax. After the initial term, the authorization continues monthly until cancellation becomes effective.

- The Member will receive or have access to a receipt or account record for each charge.
- The Member must maintain a valid payment method and promptly update expired or changed payment information.
- A declined charge may suspend benefits immediately. Unity may retry the charge after providing notice. Unity will not impose a late, collection, or returned-payment fee unless it was clearly disclosed and is permitted by law.
- Membership fees do not pay for toxin units, treatment, products, laboratory services, prescriptions, or other clinical charges unless expressly stated in writing.

6. THREE-BUSINESS-DAY CANCELLATION RIGHT

RIGHT TO CANCEL

The Member may cancel this Agreement for any reason by giving written notice no later than midnight of the third business day after signing. Unity will refund membership fees paid if the Member has not used a member discount, promotional credit, consultation, priority appointment, or other membership benefit. If a benefit was used, Unity may deduct only the reasonable, disclosed value of the benefit to the extent permitted by law. Any greater cancellation right required by applicable law controls.

Cancellation notice may be delivered in person or mailed to Unity Urgent Care & Pharmacy, LLC, Attn: Aesthetic Membership, 3065 W. Bancroft Street, Toledo, Ohio 43606, or sent through a written electronic method Unity designates for membership cancellation. A mailed notice is timely if properly addressed and postmarked by the deadline. Unity will provide written confirmation of cancellation.

7. CANCELLATION AFTER THE COOLING-OFF PERIOD

- **During the initial term.** After the three-business-day cancellation period, the Member may request cancellation at any time, but the request ordinarily becomes effective after the third monthly payment. The Member remains responsible for any unpaid portion of the \$59.97 minimum obligation, unless an exception in this Agreement or applicable law applies.
- **After the initial term.** The Member may cancel at any time. Cancellation must be received at least five calendar days before the next scheduled billing date to avoid the next charge. If received later, cancellation becomes effective after that billing cycle, and benefits remain available through the paid period.
- **How to cancel.** A cancellation request may be submitted in person, by mail to the address in Section 6, or through any written electronic cancellation method designated by Unity. The request should include the Member's name, date of birth, and a clear statement requesting cancellation. Unity will not require an in-person visit when another stated written method is reasonably available.
- **No partial-month refund.** Except where required by law or expressly stated in this Agreement, membership fees already earned for a billing period are not prorated or refunded. Cancellation does not reverse or refund completed product or treatment purchases.

8. EARLY-TERM EXCEPTIONS

Unity will permit cancellation of the remaining initial-term membership payments upon reasonable written documentation of the Member's death, a medical condition that prevents use of the Program for the remainder of the initial term, active-duty military deployment or permanent change of station that makes use impracticable, relocation of the Member's primary residence more than fifty miles from Unity, or Unity's permanent discontinuation of the Program. Unity will not require disclosure beyond what is reasonably necessary to verify the exception. Any broader right required by law applies.

9. EARLY-TERM EXCEPTIONS

Membership does not eliminate Unity's appointment, deposit, late-cancellation, or no-show policies. Any such charge must be separately disclosed before booking and is not part of the \$19.99 membership fee. Treatment charges are based on the number of units actually prepared or administered, as documented in the medical record and explained to the Member. The Member should review the anticipated units and price before treatment.

10. REFUNDS AND PRODUCT-SPECIFIC MATTERS

- Prescription products and administered medications generally cannot be returned, restocked, or refunded after preparation or administration, except where required by law or where Unity determines that a billing or product error occurred.
- Dissatisfaction with an aesthetic result does not automatically entitle the Member to a refund, free additional units, or complimentary corrective treatment.
- If Unity cancels a prepaid appointment or cannot provide a paid service, Unity will offer rescheduling, an appropriate credit, or a refund for the unprovided service, as applicable.
- Membership fees and treatment charges are separate. A treatment dispute does not automatically cancel the membership, and membership cancellation does not automatically reverse a treatment charge.

11. PRIVACY, COMMUNICATIONS, AND PHOTOGRAPHS

Unity will handle health information in accordance with its Notice of Privacy Practices and applicable law. Enrollment authorizes routine administrative communications about membership status, billing, appointments, and care, subject to the Member's communication preferences and applicable law. Enrollment does not authorize Unity to use the Member's name, testimonial, photographs, videos, or health information for advertising, social media, or other marketing. Any such use requires a separate, voluntary authorization that may be revoked as permitted by law. Declining marketing authorization will not affect membership eligibility or treatment.

12. MEMBER CONDUCT AND PROGRAM TERMINATION

Unity may immediately suspend or terminate membership for fraud, attempted benefit transfer, chargeback abuse, threats, harassment, unsafe conduct, material misrepresentation, repeated payment failure, or material violation of this Agreement. Clinical care will not be terminated or abandoned contrary to professional or legal obligations. If Unity terminates membership without Member misconduct, Unity will refund any unearned prepaid membership fee. If termination is for Member misconduct, refunds will be handled as required by law and this Agreement.

13. CHARGEBACKS AND BILLING QUESTIONS

The Member should contact Unity promptly about a suspected billing error so the matter can be investigated. Nothing in this Agreement limits lawful rights to dispute an unauthorized or incorrect payment with a card issuer or financial institution. Knowingly initiating a chargeback for a valid, authorized charge does not itself cancel the membership or satisfy an unpaid minimum-term obligation.

14. CHANGES TO PRICING OR BENEFITS

Unity will not increase the monthly membership fee or stated toxin member prices during the Member's initial three-month term. After the initial term, Unity may change fees, prices, benefits, exclusions, or program rules by providing at least thirty days' advance written notice. A material change will not take effect before the stated effective date. The Member may cancel before the change takes effect. Continued enrollment after the effective date constitutes acceptance only to the extent permitted by law. No policy change may override clinical judgment, applicable law, or a treatment-specific consent.

15. GENERAL CONTRACT TERMS

- Entire agreement. This document and any enrollment price sheet expressly incorporated into it constitute the entire membership agreement. Treatment consents, the Notice of Privacy Practices, and appointment policies remain separate documents.
- No oral modification. Staff statements do not modify this Agreement unless confirmed in a written amendment authorized by Unity.
- Severability. If a provision is found unenforceable, it will be limited or removed only to the extent necessary, and the remaining provisions will continue to apply.
- No waiver. A delay in enforcing a term does not waive that term or any later violation.
- Assignment. The Member may not transfer this Agreement. Unity may assign administrative obligations in connection with a lawful business reorganization, sale, or service-provider change, subject to privacy and consumer-protection requirements.
- Governing law and venue. Ohio law governs, without displacing any applicable federal law. Subject to any mandatory venue rule, a legal proceeding concerning this membership agreement may be brought in a court of competent jurisdiction in Lucas County, Ohio. Nothing here limits a consumer's right to submit a complaint to a regulator or pursue a remedy that cannot lawfully be waived.

MEMBER ACKNOWLEDGEMENTS AND AUTHORIZATION

Please initial each statement:

- _____ I understand the monthly fee is \$19.99 and that the minimum initial obligation is three monthly payments totaling \$59.97, excluding any applicable tax.
- _____ I authorize recurring monthly charges to my selected payment method and understand that billing continues month-to-month after the initial term until cancellation becomes effective.
- _____ I received and understand the three-business-day cancellation notice and the cancellation methods stated in this Agreement.
- _____ I understand that membership does not guarantee Botox, Dysport, or any other treatment, and that a clinician may decline or modify treatment for medical or safety reasons.
- _____ I understand that Botox and Dysport units are product-specific and are not interchangeable on a one-to-one basis.
- _____ I understand that additional toxin units after a follow-up assessment are not free and will be charged at the applicable member price if clinically appropriate.
- _____ I understand that marketing use of my photographs, videos, testimonial, or health information requires a separate optional authorization.
- _____ I received an opportunity to ask questions and received a copy of this Agreement.

Member Signature: _____

Date: _____ / _____ / _____

Printed Name: _____

Unity Representative: _____

Date: _____ / _____ / _____

Payment method ending in: _____

UNITY AESTHETIC MEMBERSHIP

Notice of Cancellation



To cancel within the three-business-day period, complete and deliver this notice as described in Section 6. You may also provide any other written notice that clearly states your intent to cancel.

I hereby cancel my Unity Aesthetic Membership Agreement.

Member name: _____

Date of Agreement: _____ **Date of cancellation:** _____

Member signature: _____

Deliver to: Unity Urgent Care & Pharmacy, LLC, Attn: Aesthetic Membership, 3065 W. Bancroft Street, Toledo, Ohio 43606, or through Unity's designated written electronic cancellation method.

Administrative Use and Legal Review Note

Internal implementation note: Use this membership agreement together with separate treatment-specific consent, clinical screening, current product labeling, privacy forms, and a written price list. Before launch, Ohio counsel should confirm whether Ohio Revised Code sections 1345.41–1345.50 governing certain prepaid entertainment/health-spa contracts apply to this specific medical-aesthetic program and should review recurring-payment, tax, advertising, and professional-licensure requirements. Staff should never describe the agreement as eliminating medical risk or guaranteeing treatment.

Authorities Consulted (administrative reference)

- Ohio Revised Code § 1345.02 (unfair or deceptive consumer acts or practices).
- Ohio Revised Code § 1345.03 (unconscionable consumer acts or practices).
- Ohio Revised Code §§ 1345.41–1345.44 (definitions, contract form, and cancellation provisions for covered prepaid entertainment contracts, including certain health-spa services).
- U.S. Food and Drug Administration, current prescribing information for BOTOX® Cosmetic (onabotulinumtoxinA) and DYSPORT® (abobotulinumtoxinA), including product-specific dosing and non-interchangeability warnings.
- U.S. Department of Health and Human Services, Office for Civil Rights, HIPAA guidance concerning marketing and patient photographs/testimonials.