

B BUCKY PLUS MEMBERSHIP

MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") is a contract between you ("Member" or "you") and Bucky Plastic Surgery ("Bucky" or "we" or "us") and governs your use of the Bucky Plastic Surgery Membership ("Membership"). Please read this Agreement carefully before enrolling in the Membership.

1. Membership Terms

- **Acceptance of Terms:** By enrolling in the Bucky Plastic Surgery Plus Membership, you agree to be bound by the terms of this Agreement.
- **Membership Duration/Automatic Renewal:** Your Membership will have an initial term of 12 months ("Initial Term"). Your Membership will automatically renew for additional 12-month terms unless you or Bucky provide proper cancellation notice.
- **Membership Fees:** Your monthly Membership fee will be \$39.00 ("Membership Fee"). The Membership Fee is due on the same date of each month during your Membership, regardless of whether you receive services.
- **Early Termination:** If you terminate your Membership before the end of the Initial Term or any renewal term, you will remain responsible for the Membership Fee for the remainder of the term.

2. Membership Benefits

- **Services:** Your Membership provides you access to complimentary and discounted services and/or products from Bucky Plastic Surgery. A list of eligible services and/or products can be provided in an exhibit that may be updated from time to time ("Exhibit A"). Complimentary quarterly Best of Bucky skincare products must be picked up in store by the Member within the timeframe outlined in Exhibit A. Complimentary products cannot be carried over to subsequent quarters.
- **Changes to Benefits:** Bucky reserves the right to change the benefits offered under your Membership at any time, with appropriate notice to you.

3. Payment

- **Payment Method:** You agree to provide a valid credit or debit card ("Payment Method") to PatientFi, Inc., ("PatientFi") to pay your Membership Fee who will accept the payments on behalf of Bucky. PatientFi may update acceptable Payment Methods from time to time.
- **Recurring Charges:** You authorize PatientFi to automatically charge your Payment Method each month for the Bucky Membership Fee. If a payment is unsuccessful, you remain responsible for the payment, and PatientFi may attempt to re-process the charge.
- **Non-Refundable:** Membership Fees are non-refundable, even if you cancel your Membership early.

4. Cancellation

- **Cancellation by Member:** You may cancel your Membership at any time by providing written notice to Bucky. However, you remain responsible for any unpaid Membership Fees for the remainder of the then-current term.
- **Cancellation by Bucky:** Bucky may terminate your Membership at any time for reasons including, but not limited to, non-payment, breach of this Agreement, or disruptive behavior at Bucky's facilities.

5. Disclaimers

- **No Guarantee of Results:** Bucky does not guarantee any specific result or outcome from the services and/or products provided through your Membership.
- **Provider Relationship:** Bucky is not your healthcare provider. You are responsible for selecting appropriate services and developing a treatment plan with your healthcare provider at Bucky.

6. Limitation of Liability

BUCKY'S TOTAL LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT OF MEMBERSHIP FEES PAID BY YOU DURING THE 12 MONTHS PRECEDING THE DATE OF THE CLAIM. BUCKY SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

8. Arbitration Agreement

The Parties agree all claims, disputes, disagreements, or controversies between them, including those, relating to or arising under this Agreement, including, without limitation, contract and tort disputes and claims for breach of fiduciary duties, shall be arbitrated pursuant to the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either Party, and that judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. The Parties further agree that (i) nothing in this Section shall preclude any Party from seeking equitable relief from a court of competent jurisdiction; (ii) the statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a Party shall be applicable in any arbitration proceeding; (iii) the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes; and (iv) the Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

9. Miscellaneous

- **Entire Agreement:** This Agreement, along with any associated exhibits, represents the entire agreement between you and Bucky related to your Membership.
- **Severability:** If any provision of this Agreement is deemed invalid or unenforceable, that provision shall be severed, and the remaining provisions shall remain in effect.
- **Notices:** All notices under this Agreement must be in writing and sent to the addresses provided by you and Bucky.

By enrolling in the Bucky Plastic Surgery Plus Membership, you acknowledge that you have read, understand, and agree to the terms of this Membership Agreement.

Bucky Plastic Surgery
MEMBERSHIP AGREEMENT
EXHIBIT A

\$39/month and receive:

COMPLIMENTARY

Visia Skin Analysis (\$100 Value)

Receive Quarterly Best of Bucky Skincare Products (\$495 Value)

Quarter 1 (January 1 – March 31) – Sente Dermal Repair Cream

Quarter 2 (April 1 – June 30) - Mizzi Lip Balm

Quarter 3 (July 1 – September 30) EltaMD UV Clear Sunscreen

Quarter 4 (October 1- December 31) – Plated Skin Science Intense Serum

Priority Appointment Scheduling

\$100 OFF*

Per Neurotoxin Treatment

Per Injectable Syringe Filler Treatment

Arctic Cryotherapy Package of 5*

Ballancer Pro Compression Package of 5*

Manual Lymphatic Drainage Facial Massage with Bea

Melissa Gasson Renowned Sports Massage Therapist Package Series of 3

\$500 OFF*

Medical Weight Loss Package

Moxi Glow Series of 3

MiraDRY Sweat Elimination

Laser Hair Removal Packages Series of 6

\$1000 OFF*

Ellacor Micro Coring

Ultimate Contour Body Slimming Package of 4

Morpheus Burst Body Skin Tightening Package

CoolSculpting Package of 4

Over \$7,200 Value!

Plus finance your Bucky Plus Membership treatments with 0% interest 12 month payment plans* through PatientFi.

**Some exclusions apply. Cannot be combined with other discounts or offers. Minimum treatment/package purchase required. See a staff member for details. Terms and conditions apply visit drbucky.com for details.*