

Membership Agreement Terms and Conditions

Termination and Rescission Rights You are entitled to a three-day rescission period, allowing you to cancel this Agreement penalty-free within three days of execution (excluding holidays and weekends) by mailing or delivering written notice to Vitality at 1526 Jackson Street, Fort Myers, FL 33901. If canceled within this window, a refund will be issued within 30 days, though Vitality may retain a pro-rated amount for services already rendered. Outside of this period, if you choose to terminate your membership early, you must provide 15 days' written notice and pay a fee equal to 50% of the remaining balance, in addition to any accrued late or collection fees. Any notice of termination automatically ends your obligations to any third-party entities to whom Vitality may have assigned your contract.

Financial and Operational Policies By signing this Agreement, you authorize recurring transactions via credit card or electronic fund transfer (EFT). Please note that payments received more than seven days after the due date will incur a late fee of \$20.00, and any returned unpaid charges may be assessed a fee of up to \$25.00. In the event of tax rate changes, you consent to receive notice only if the total charge varies by more than 10%. Regarding facility operations, Vitality is not considered "out of business" if temporarily closed for repairs for up to 14 days following a sale or up to seven days during normal ownership (limited to twice per year). While you may not transfer your membership, this Agreement is fully assignable by Vitality, and its terms remain binding upon your heirs and lawful successors.

Legal Disclosures and Release of Liability Unused sessions expire 30 days after the end of the Initial Term for agreements under one year, or 90 days for agreements of one year or longer. In the event of a dispute, you and Vitality agree to binding arbitration before a single arbitrator under the American Arbitration Association rules rather than litigating in court, and you waive the right to participate in any class-action lawsuits. Furthermore, you acknowledge that intravenous hydration involves inherent risks and agree to a full release of liability for Vitality and its staff regarding any injuries or damages, even those caused by negligence. This Agreement is governed by the laws of the State of Florida, and any failure to comply with these terms constitutes a default, allowing Vitality to terminate services and pursue legal remedies for damages.