



SKIN CLUB MEMBERSHIP AGREEMENT

ANTHONY L. CAPASSO, MD, LLC

VERSION 1.0

THIN MD SKIN CLUB MEMBERSHIP AGREEMENT

Anthony L. Capasso, MD, LLC, doing business as Thin MD Med Spa

Physician owner and medical director: Anthony L. Capasso, M.D., Florida License ME 69518

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Email for membership matters: staff@ThinMDmedspa.com · www.thinmdmedspa.com

Version 1.4 · Effective September 29, 2026

Key Terms at a Glance

Read this box first. It is a summary. The full terms below control.

Item	Skin Club	Skin Club Plus	Skin Club Elite
Monthly membership fee	\$199	\$399	\$799
Treatment credit banked each month	\$199	\$419	\$879
Neurotoxin, per unit (standard price \$12)	\$10 per unit, paid from credit	\$9.50 per unit	\$9 per unit
Member rate on filler and biostimulators	10%	15%	20%
Member rate on TempSure, IPL, laser, peels, microneedling, HydraFacial, IV therapy, HOCATT, and all skin care products	10%	15%	15%
Peptides, hormone pellets, and in-office labs at member rate	Standard price	15%	15%
Priority booking	Yes	Same-week priority	Same-week priority
Birthday credit	\$50	\$50	\$50
Guest HydraFacial passes per membership year	None	1	2
Annual skin and longevity review with Dr. Capasso	No	No	Yes

Item	Skin Club	Skin Club Plus	Skin Club Elite
Household sharing (one named spouse or partner)	No	No	Yes
Enrollment fee	None	None	None

Your membership renews automatically every month on your join date and your card on file is charged the monthly fee until you cancel. **Minimum term is three monthly payments.** After that you may cancel at any time, online through the member billing portal, by email to staff@ThinMDmedspa.com, or in person at either location, and your membership ends at the close of the month you have already paid for. **Credit you paid for never expires.** After you cancel it stays spendable for 12 months, and anything you have not spent by then is refunded to you automatically. **Membership fees are not refundable** except as stated in Section 11. This is a prepaid credit and member-pricing program. **It is not insurance and not a discount medical plan.**

1. Who Is Agreeing

This Agreement is between you, the member named at the end of this document, and Anthony L. Capasso, MD, LLC, doing business as Thin MD Med Spa ("Thin MD," "we," "us"). Thin MD is a physician-owned medical practice. Every treatment offered under this program is provided by Thin MD's licensed providers under the supervision of Anthony L. Capasso, M.D., at Thin MD's own two locations.

2. What the Skin Club Is, and What It Is Not

The Thin MD Skin Club is a monthly membership. Each month you pay a membership fee, and Thin MD credits your member account with treatment credit you can spend on any Thin MD service or product. Members also receive member pricing and the other benefits listed in Section 3.

Benefits apply only to services and products provided by Thin MD at its own locations. There is no network of outside providers. The Skin Club is not health insurance, not a health plan, and not a discount plan or discount medical plan under chapter 636, Florida Statutes. It does not pay for care from anyone other than Thin MD. Florida law does not require a provider that offers pricing to its own patients to hold a discount plan organization license (Florida Statutes section 636.204(6)), and Thin MD does not hold or claim one.

3. Membership Tiers and Benefits

3.1 Skin Club, \$199 per month. \$199 of treatment credit banked each month. Neurotoxin at \$10 per unit. 10% member rate on dermal filler and biostimulators and on TempSure, IPL photofacial, laser treatments, chemical peels, microneedling, HydraFacial and custom facials, IV therapy, HOCATT sessions, and all skin care products. Priority booking. \$50 birthday credit each membership year.

3.2 Skin Club Plus, \$399 per month. \$419 of treatment credit banked each month (\$399 purchased credit plus \$20 bonus credit). Neurotoxin at \$9.50 per unit. 15% member rate on all services and

products listed in 3.1, and 15% member rate on peptide therapy, hormone pellet visits, and in-office labs. Same-week priority booking. One guest HydraFacial pass each membership year. Invitations to member events. \$50 birthday credit each membership year.

3.3 Skin Club Elite, \$799 per month. \$879 of treatment credit banked each month (\$799 purchased credit plus \$80 bonus credit). Neurotoxin at \$9 per unit. 20% member rate on dermal filler and biostimulators. 15% member rate on every other service and product listed in 3.1 and 3.2. One annual skin and longevity review visit with Dr. Capasso, included. Same-week priority booking. Two guest HydraFacial passes each membership year. Household sharing under Section 13. Invitations to member events. \$50 birthday credit each membership year.

3.4 How member rates work. Member rates are applied to Thin MD's standard price on the day of service. They are a pricing schedule, not a promise that any treatment is right for you. Member rates cannot be combined with other discounts, promotions, prepaid packages, or gift card promotions unless we say so in writing. Manufacturer loyalty programs may be used on eligible products in addition to member rates.

3.5 Founding members. The founding window runs from September 25, 2026 through November 24, 2026 or until 100 founding memberships across both locations are filled, whichever comes first. If you enroll during the founding window, you receive \$100 of bonus credit (Section 10.2) at enrollment, and your monthly fee is locked at the founding price of whichever tier you hold for as long as your membership stays continuously active. A freeze under Section 12 does not break continuous active status. Changing tiers keeps your founding status. Cancelling and rejoining does not.

3.6 Changing tiers. You may move to a higher tier at any time; the new fee and benefits start on your next billing date. You may move to a lower tier after your minimum term, effective on your next billing date. Tier changes are made by our staff on request so your credit ledger stays correct. Founding members keep founding pricing at the founding price of whichever tier they move to.

3.7 Definitions used in this Section. Your "membership year" is each 12-month period starting on your enrollment date. "Priority booking" means we hold a share of appointment slots each week for members and offer them to members first. "Same-week priority booking" means Plus and Elite members are offered those held slots first, including openings created by cancellations, before other members. "Member events" are educational or social events we host for members; attendance is optional and dates vary. "Member rate" and "member pricing" mean the same thing.

4. Fees and Billing

4.1 Monthly fee. Your first monthly fee is charged when you enroll. Each following month, the fee is charged automatically on the same calendar day as your enrollment (your "billing date") until your membership ends. If your billing date does not exist in a given month, we charge on the last day of that month.

4.2 Card on file. You authorize Thin MD, through our payment processor, to store your payment card and charge your monthly fee, any remaining minimum-term fees under Section 6, and any booking fees

under Section 15 to that card. You agree to keep a valid card on file and to update it when it changes. Our processor may update expired or replaced card numbers automatically through the card networks.

4.3 Failed payments. If a charge fails, our payment processor retries it automatically, up to eight times over the following 30 days. Your member benefits pause after the first failed retry. If the fee remains unpaid 30 days after your billing date, your membership ends under Section 17 and any purchased credit already on your account stays usable under Section 10.

4.4 Receipts and records. You receive an electronic receipt for every charge. Your billing history, card details, and cancellation option are available at any time in the member billing portal linked in your enrollment confirmation email.

4.5 Sales tax. Under current Florida law as we understand it, membership fees themselves are not subject to Florida sales tax. When you redeem credit for retail skin care or other taxable products, sales tax is charged at that time on the price actually paid. If Florida tax law changes, we will tell you under Section 9.

5. Automatic Renewal Disclosure

THIS MEMBERSHIP RENEWS AUTOMATICALLY EACH MONTH. Your card on file will be charged your tier's monthly fee on each billing date until you cancel as described in Section 7. We will notify you in writing at least 30 days before any change to your fee or benefits (Section 9). Your consent to automatic renewal is recorded by the checkbox you actively select at checkout, which is never pre-selected for you and which repeats the price, billing frequency, minimum term, and how to cancel.

6. Term and Minimum Commitment

Your membership begins on the date you enroll and continues month to month. The minimum term is three consecutive monthly payments. If you ask to cancel before your third monthly payment, your membership stays active and bills on your normal billing dates until the third payment is made, then ends at the close of that third paid month. Every payment, including these, is banked as purchased credit under Section 10. There is no separate early-termination fee, and we never charge more than the three minimum monthly fees. Freezes under Section 12 extend the minimum term by the length of the freeze.

7. How to Cancel

After your third monthly payment you may cancel at any time. Choose any of these methods:

1. Online, through the member billing portal linked in your enrollment and receipt emails.
2. By email to staff@ThinMDmedspa.com from the email address on your account.
3. In person at either Thin MD location.

Your cancellation takes effect at the close of the month you have already paid for. We will not charge your card again. Purchased credit on your account is handled under Section 10.1. We send a written confirmation within seven days of receiving your notice. If you do not receive it, contact us, because

your notice may not have reached us. We never require a phone call, a visit, or a retention conversation to process a cancellation.

8. Rejoining

Former members may rejoin at the tiers and prices offered at that time. Founding pricing does not carry over.

9. Changes to Prices, Benefits, or This Agreement

We may change monthly fees, member rates, benefits, or these terms with at least 30 days' written notice to the email address on your account. If you do not want the change, you may cancel before it takes effect with no early-termination charge, even if you are inside the minimum term. Any change notice will include a link to cancel online. Continuing your membership after the effective date means you accept the change. This Section never increases the monthly fee of a founding member whose membership has stayed continuously active (Section 3.5).

10. Treatment Credit

10.1 Purchased credit is the part of your monthly banked credit equal to the fee you paid. Purchased credit never expires and carries no dormancy, maintenance, or other fee. While your membership is active you may spend it at either Thin MD location. After your membership ends for any reason, you may keep spending it at either location for 12 months, and you may ask us in writing at any time during those 12 months to refund the unused balance to your original payment method. Any purchased credit still unspent 12 months after your membership ends is refunded automatically to your original payment method, or by check to the mailing address on your account if that card is closed, within 10 business days.

10.2 Bonus credit is the extra credit above your fee on the Plus and Elite tiers, the birthday credit, and any founding or promotional credit. Bonus credit is a promotional benefit you did not pay a separate charge for. Bonus credit expires 12 months after the date it is issued and has no cash or refund value.

10.3 Using credit. Credit is applied dollar for dollar to any Thin MD service or product at member pricing. Credit has no cash value, cannot be exchanged for cash or gift cards, and cannot be used to pay membership fees or booking fees. Sales tax on taxable products is charged at checkout under Section 4.5 and may be paid from your credit. Credit is spent oldest first, and bonus credit is spent before purchased credit.

10.4 Statements. Your current credit balance is available from our front desk at any visit and on request by email.

11. Refunds

Membership fees are not refundable, with these exceptions:

1. Thin MD ends the program or your membership for reasons other than nonpayment or your conduct (Section 17). Any fee for a month not yet started is refunded, and purchased credit is refunded or honored under Section 10.1.
2. A billing error by Thin MD or our processor. The error is corrected and any overcharge refunded within ten business days.
3. A Thin MD provider determines at your consultation that you are not a candidate for the treatments you joined for and you cancel within 30 days of that determination. Your unused purchased credit and any fee for a month not yet started are refunded.

12. Freezing Your Membership

You may freeze your membership up to two months in each calendar year, in whole-month increments, by giving notice at least seven days before your billing date. No fee is charged during a freeze, your credit stays on your account and may still be spent at standard price, member pricing pauses, and the minimum term is extended by the length of the freeze. A freeze does not break continuous active status for Section 3.5.

13. Who Can Use Your Membership

Memberships are personal and cannot be sold, assigned, or transferred. Skin Club Elite members may name one spouse or domestic partner living at the same address as a household user. The household user may spend the member's credit and receive member pricing. Each person receives treatment only after their own consultation and consent, and the member remains responsible for all charges. Guest passes may be given to any adult who is not a current member.

14. Medical Eligibility

Everything in this program is medical or aesthetic care and is provided only after a consultation with a Thin MD provider. Your provider decides whether a treatment is appropriate for you, may decline or modify any treatment, and may require medical clearance. A provider's decision that a treatment is not appropriate is never a breach of this Agreement, and you are never charged a penalty for it. Members must be 18 or older. Age limits for specific products follow their FDA labeling. Credit may be spent on any Thin MD service or product, including prescription programs. Member rates apply only to the services and products listed in Section 3; prescription medications and programs not listed there are charged at standard price.

15. Booking, Late Cancellation, and No-Shows

Appointments may be changed or cancelled without charge up to 24 hours before the appointment time. A cancellation or reschedule inside 24 hours is charged \$50. Arriving more than 15 minutes late may require rescheduling and is treated as a late cancellation. Missing an appointment without notice is charged \$100. These fees are charged to your card on file and cannot be paid with credit. Fees are waived for documented emergencies at Thin MD's discretion. Member pricing and credit apply only to appointments booked in the member's or household user's name.

16. Pre-Treatment and Aftercare

You agree to follow the pre-treatment and aftercare instructions your provider gives you, including arriving without makeup for facial treatments when asked. Results differ from person to person, and no specific result is promised.

17. When Thin MD May End or Suspend a Membership

We may end your membership for nonpayment under Section 4.3, for abusive or unsafe conduct toward staff or other patients, for misuse of credit or benefits, or when a provider determines that continued treatment is not in your medical interest. We may also discontinue the Skin Club program on 30 days' written notice. In every case, purchased credit is handled under Section 10.1, and Section 11 governs refunds. We do not end memberships without notice or refund of amounts owed to you.

18. Communications

By enrolling you agree to receive transactional emails about your membership, including receipts, renewal and change notices, and cancellation confirmations. Marketing texts and marketing emails are optional and require your separate consent at the end of this Agreement. You can stop marketing texts at any time by replying STOP, and marketing emails by using the unsubscribe link. We honor text and email opt-outs within 10 business days, sooner than the 15 days Florida law allows for texts. Consent to marketing messages is never a condition of membership or treatment.

19. Privacy

Thin MD protects your health information under HIPAA and Florida law. Our Notice of Privacy Practices is available at both locations and at thinmdmedspa.com/hippa-privacy-policy. Your membership billing records relate to payment for health care and are protected accordingly. We do not send you promotions paid for by outside companies without your written authorization.

20. No Referral Payments

Thin MD does not pay members, staff, or anyone else for patient referrals. Any future rewards program will be governed by separate written terms reviewed for compliance with Florida law.

21. Advertising Notice

THE PATIENT AND ANY OTHER PERSON RESPONSIBLE FOR PAYMENT HAS A RIGHT TO REFUSE TO PAY, CANCEL PAYMENT, OR BE REIMBURSED FOR PAYMENT FOR ANY OTHER SERVICE, EXAMINATION, OR TREATMENT THAT IS PERFORMED AS A RESULT OF AND WITHIN 72 HOURS OF RESPONDING TO THE ADVERTISEMENT FOR THE FREE, DISCOUNTED FEE, OR REDUCED FEE SERVICE, EXAMINATION, OR TREATMENT.

22. Resolving Disputes

If you have a concern about your membership, contact us first at staff@ThinMDmedspa.com and we will work to resolve it within 30 days. Any dispute about this Agreement that we cannot resolve informally will be decided by binding arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules, before a single arbitrator, in Duval County, Florida, or by video at your election. The Federal Arbitration Act governs this Section, and the Revised Florida Arbitration Code (chapter 682, Florida Statutes) applies where the federal act does not. Thin MD will pay all AAA filing and arbitrator fees above the amount you would pay to file in Duval County small claims court. Claims are brought individually and not as part of any class or representative action; if that waiver is found unenforceable for a claim, that claim will proceed in court rather than arbitration. Either party may instead bring an individual claim in small claims court. You may opt out of this Section by emailing staff@ThinMDmedspa.com within 30 days after you enroll; opting out does not affect your membership. This Section does not apply to claims of medical negligence, which follow the procedures set by Florida law, and does not limit your right to file a complaint with any state or federal agency.

23. Governing Law

Florida law governs this Agreement. Any court proceeding permitted under Section 22 will take place in Duval County, Florida.

24. Electronic Records and Signatures

You agree that this Agreement, your enrollment, notices, receipts, and cancellations may be completed and delivered electronically, and that your electronic acceptance has the same effect as a handwritten signature under Florida Statutes section 668.50 and the federal E-SIGN Act. You need an email account and a device that can open standard web pages and PDF files. You may request a paper copy of this Agreement at any time at no charge, and you may withdraw consent to electronic delivery by written notice, which will end your membership at the close of the current paid month.

25. General Terms

This Agreement, your enrollment confirmation, and your consent and intake forms are the entire agreement between you and Thin MD about the Skin Club. If any part is found unenforceable, the rest remains in effect. We may correct clerical errors and may amend this Agreement only as described in Section 9. Notices to you go to the email and phone number on your account. Notices to us go to staff@ThinMDmedspa.com or either location address above.

Acceptance

Member name: _____

Date of birth: _____

Email: _____

Mobile phone: _____

Tier selected: ☐ Skin Club \$199 ☐ Skin Club Plus \$399 ☐ Skin Club Elite \$799

Household user (Elite only): _____

Preferred location: ☐ Jacksonville Beach ☐ San Jose Blvd

Please select each box yourself. None is pre-selected. If you enrolled online, the checkout checkbox recorded your acceptance of this Agreement and the automatic renewal terms; the optional consents below are collected at your first visit or by text reply.

☐ **Automatic renewal.** I understand my membership renews automatically each month and my card on file will be charged the monthly fee shown above on each billing date until I cancel. The minimum term is three monthly payments. I can cancel online, by email, or in person as described in Section 7, and my membership ends at the close of the month I have paid for.

☐ **Agreement.** I have read and agree to the Thin MD Skin Club Membership Agreement, including the credit rules in Section 10, the refund terms in Section 11, and the dispute resolution terms in Section 22.

☐ **Transactional messages.** I agree to receive membership receipts, renewal and change notices, and appointment communications by email and text at the contact details above.

☐ **Marketing texts (optional).** By checking this box and providing my mobile number, I authorize Thin MD Med Spa (Anthony L. Capasso, MD, LLC) to send me marketing and promotional text messages at _____ using an automatic telephone dialing system or other automated system for the selection or dialing of telephone numbers, or an artificial or prerecorded voice. I am not required to sign this consent, directly or indirectly, or to agree to receive marketing texts, as a condition of purchasing any membership, product, or service. Message frequency varies. Message and data rates may apply. Reply STOP to cancel or HELP for help.

☐ **Marketing emails (optional).** I would like to receive Thin MD news and member offers by email. I can unsubscribe at any time.

☐ **Privacy notice.** I have been offered a copy of Thin MD's Notice of Privacy Practices.

Member signature: _____ **Date:** _____

For Thin MD Med Spa: _____ **Date:** _____

Anthony L. Capasso, MD, LLC, d/b/a Thin MD Med Spa

HydraFacial is a registered trademark of Hydrafacial LLC. TempSure is a registered trademark of Cynosure, LLC.

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