

TERMS AND CONDITIONS

[Download Lindora Wellness Membership Terms and Conditions](#)

Lindora, LLC ("Lindora") offers various wellness and weight loss membership plans as fully described on Exhibit A including applicable fees with **automatic recurring monthly or annual payments** (each, a "Membership"). By signing below, and providing my credit card authorization, I agree to purchase and subscribe for one of the following Memberships:

- ☐ **Wellness** (as described on Exhibit A, including applicable fees)
- ☐ **Wellness Plus** (as described on Exhibit A, including applicable fees)
- ☐ **Wellness Unlimited** (as described on Exhibit A, including applicable fees)

PURCHASE OF MEMBERSHIP AND SIGNATURE OF MEMBERSHIP AGREEMENT

I acknowledge that I must be 18 years of age or older to purchase any Membership, and I represent and warrant that I am at least 18 years of age on the date that I sign this agreement (or, if I am purchasing a Membership on behalf of an individual that is less than 18 years of age, I represent and warrant that I am the legal guardian of such person).

Date I signed the Membership Agreement: _____

TERM OF MY MEMBERSHIP; AUTO-RENEWAL; CANCELLATION AND TERMINATION OF MY MEMBERSHIP

The initial term of my Membership is twelve months (the "Initial 12 Month Term"). Upon expiration of the Initial 12 Month Term, my Membership will automatically renew on a month-to-month basis, for a full month period (each, a "Renewal Term").

I acknowledge and agree that I am liable for all Membership fees and any other charges incurred in connection with my Membership, including any applicable taxes, at the rates in effect when such fees and charges are incurred ("Membership Charges") during the Initial 12 Month Term and during each Renewal Term.

Subject to the additional rights to cancel listed in this Membership Agreement, after the Initial 12 Month Term, I may cancel my Membership by providing 30 days advance written notice by visiting my Clinic and completing an End of Term Cancellation Request Form or by mailing a notice of cancellation, including full name, e-mail address and contact telephone number, to the address listed below. Such cancellation will be effective upon expiration of the first full calendar month following the 30-day notice period, provided however, that if I am on an active weight loss program when I submit my notice of cancellation, such cancellation will be effective upon the later of 30 days or the expiration of the first full calendar month following the completion of the weight loss program.

Attention: Membership Cancellations

Lindora Clinic

17838 Fitch, Irvine, CA 92614

Death or Disability: If by reason of death or disability I am unable to receive services under my Membership, I and my estate may elect to be relieved of the obligation to make payments for such services other than those received before death or the onset of disability, except as provided in paragraph (3) below:

1. If I have prepaid the Membership Charges, so much of the amount of prepaid Membership Charges that is allocable to services that I have not received as of the date of death or onset of disability, shall be promptly refunded to me or my representative.
2. "Disability" means a condition which precludes me from physically using the services specified in the Membership Agreement during the term of disability and the condition is verified in writing by a physician designated and remunerated by me. The written verification of the physician shall be presented to my Lindora Clinic, where I will complete a written Request to Downgrade, Hold or Cancel my Membership (Medical Reason), as the case may be.
3. If my physician determines that the duration of the disability will be less than six months, Lindora may extend the term of the Membership Agreement for a period of six months at no additional charge to me in lieu of cancellation.

Relocation: If I relocate my primary residence further than 50 miles from a Lindora Clinic, I may elect to be relieved of the obligation to make payment for services other than those received prior to my relocation by completing a written Request to Cancel Membership (Non-Medical) and supplying evidence of such relocation such as a current-dated utility bill, lease, escrow document or other similar documentary evidence satisfactory to Lindora. If I have prepaid the Membership Charges, so much of the amount of the prepaid Membership Charges that is allocable to services that I have not received as of the date of relocation, shall be promptly refunded to me. If I elect to be relieved of further obligations for Membership Charges pursuant to this section, I may be charged a predetermined fee not to exceed one hundred dollars (\$100) or, if more than half the Initial 12 Month Term has expired, a predetermined fee not to exceed fifty dollars (\$50).

At any time, Lindora may, for any reason in its sole discretion, immediately terminate this Membership Agreement and my Membership ("Lindora Termination"). If the Lindora Termination is not due to my breach, then Lindora will refund any prepaid Membership Charges on a pro rata basis from the date of the Lindora Termination. I acknowledge and agree that there will be no refund for Membership Charges incurred prior to the date of such Lindora Termination.

PAYMENT, CREDIT CARD CHARGES AND AUTHORIZATIONS

I agree to pay the Membership Charges. I acknowledge and agree that Lindora may, from time to time, modify its Membership offerings, including without limitation the associated Membership Charges; provided, however, that Lindora will not increase my Membership Charges for the Initial 12 Month Term.

Unless Lindora subsequently agrees to another payment method, all of the Membership Charges owing by me will be paid via a valid and unexpired credit card that I provide to Lindora, and I authorize Lindora to process and charge such Membership Charges to that credit card ("Authorized Card") without the need of any further authorization; provided however, if Lindora requires a separate credit card authorization, I shall execute and deliver the same back to Lindora upon its request.

I further understand and agree that the Authorized Card will be automatically charged monthly or annually as the case may be, including during any Renewal Term, for such Membership Charges until my Membership is cancelled and thereafter terminates in the manner set forth above.

If the Authorized Card is cancelled, is declined or expires during the Initial 12 Month Term or any Renewal Term, then I hereby agree to provide Lindora updated credit card information and authorize Lindora to proceed with billing the Membership Charges using the updated credit card account. If Lindora is, for any reason, unable to process any Membership Charges to my credit card, and I do not rectify the issue within 5 business days, then my Membership will automatically be in default and I shall not be entitled to receive any further Membership benefits until such default is cured. Additionally, Lindora reserves the right to terminate my membership if I do not cure the

default. Such termination will not relieve me, however, of my responsibility to pay all Membership Charges through the end of the Initial 12 Month Term or any Renewal Term, as the case may be.

Lindora reserves the right to collect on any Membership Charges owed to Lindora as related to the Terms & Conditions of this Membership Agreement and may use Collection Agencies and report any payment defaults to Credit Reporting Agencies.

MEDICAL CLEARANCE

I acknowledge and understand that I must have an annual physical examination by a duly licensed Lindora-trained provider and undergo annual laboratory tests as prescribed by a duly licensed Lindora-trained provider that will provide relevant clinical information related to my clinical fitness to receive services.

NO REFUNDS

No refunds, credits, substitutions or exchanges will be made or provided for any food, protein, product, dietary supplement, vitamin or service purchased from Lindora under this or any other contract with Lindora. No refunds will be made or provided for completed laboratory tests or physical examinations.

LIMITATIONS ON SERVICES

I acknowledge that Lindora reserves the right at any time to modify the services (or any part thereof). I acknowledge that any of the foregoing limitations on services will not be cause for a refund for services and that Lindora shall not be liable to me or to any third party for any modification, suspension or discontinuance of the services.

CHANGE OF TERMS & ADDITIONAL OR UPDATED TERMS

Some services may be subject to additional or updated posted guidelines, rules or terms of service ("Additional or Updated Terms") and my use of such services will be conditioned on my agreement to the Additional or Updated Terms. If there is any conflict between these Terms of Service and the Additional or Updated Terms, the Additional or Updated Terms will prevail for that service, unless the Additional or Updated Terms expressly state that these Terms of Service prevail. Changes and/or Additional or Updated Terms may be posted at www.lindora.com from time to time as appropriate, including, but not limited to, the Patient Code of Conduct, [Terms of Use](#) and [Privacy Policy](#).

WEIGHT LOSS

I understand that weight loss will vary from person to person, based on individual metabolism and adherence to the guidelines of the applicable weight loss program, and I understand that the Membership does not guarantee the loss of any particular amount of weight or guarantee any particular result.

ADVERSE REACTIONS

Individual patient experiences with Lindora products and services may vary with respect to both effectiveness, and potential adverse reactions. Lindora products and services have not been evaluated, recommended, or endorsed by the FDA. I acknowledge that I am assuming all risks related to consenting to treatment, utilization of services and consuming products provided by Lindora and that I may experience an adverse reaction as a result.

PRODUCT, SERVICES AND/OR BENEFIT EXPIRATION

I acknowledge and understand that my Membership includes specific products, services and benefits which may not be substituted or exchanged for cash value and which will expire at defined intervals if not used. These specific products, services and benefits replenish at the beginning of the next defined Interval (either weekly or monthly) as long as my Membership is active and current.

ANY LINDORA SERVICES PURCHASED IN ADDITION TO THE SERVICES THAT ARE INCLUDED WITH THIS MEMBERSHIP MUST BE USED WITHIN 12 MONTHS OF THE DATE OF PURCHASE. THIS INCLUDES BUT IS NOT LIMITED TO BOOSTER SHOTS, LIPOTROPIC SHOTS, SPECIALTY WELLNESS SHOTS AND ZERONA THERAPY. ANY STORE CREDIT MUST BE USED WITHIN 90 DAYS OF THE DATE ISSUED.

WARRANTY DISCLAIMER

I UNDERSTAND AND AGREE THAT LINDORA'S PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LINDORA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, (1) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND (2) ANY WARRANTY REGARDING RESULTS OBTAINABLE OR TO BE OBTAINED BY ME AS A RESULT OF PROVISION OR USE OF ANY OF LINDORA'S PRODUCTS AND SERVICES. HOWEVER, NOTWITHSTANDING THE FOREGOING, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND, ACCORDINGLY, SOME OF THE LIMITATIONS OF THIS PARAGRAPH MIGHT NOT APPLY TO ME.

LIMITATION OF LIABILITY

SUBJECT ONLY TO THE LAST SENTENCE OF THIS PARAGRAPH, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LINDORA SHALL NOT BE LIABLE WITH RESPECT TO ANY OF ITS PRODUCTS OR SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY THEORY OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, FOR: (I) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ENHANCED OR OTHER INDIRECT DAMAGES OF ANY CHARACTER, EVEN IF LINDORA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE; OR (II) IN THE AGGREGATE, ANY AMOUNT GREATER THAN THE FEES PAID OR PAYABLE BY ME TO LINDORA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD BEFORE THE FIRST EVENT, ACTION, OR OMISSION GIVING RISE TO THE FIRST CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. HOWEVER, NOTWITHSTANDING THE FOREGOING, SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND, ACCORDINGLY, SOME OF THE LIMITATIONS OF THIS PARAGRAPH MIGHT NOT APPLY TO ME.

ADDITIONAL DOCUMENTATION

I understand that, from time to time during my Membership, Lindora may request my acknowledgement and consent to terms, conditions and disclosures regarding (1) metabolic syndrome and other risks of weight loss programs, (2) access to and use of personal health information, and privacy implications of the same, including with respect to HIPAA (Health Insurance Portability and Accountability Act of 1996), (3) interactions with and side effects of boosters, supplements and other injectables used or applied during the course of the Membership, and (4) other matters for which my consent is requested or needed for my participation in the Membership. Promptly and without delay, I will provide to and execute in favor of Lindora any such acknowledgements and consents that it reasonably requested of me. I understand and agree that: (1) if I fail to so provide any such acknowledgement or consent, that Lindora will be entitled to terminate this agreement and my Membership; and (2) such termination will not relieve me of my responsibility to pay all Membership Charges through the end of (a) if such termination occurs during the Initial 12 Month Term, the Initial 12 Month Term, or (b) if such termination occurs during any Renewal Term, the end of the calendar month following such Renewal Term.

ARBITRATION AND CLASS ACTION WAIVER

Lindora and I agree that arbitration administered by JAMS, Inc. in accordance with its JAMS Comprehensive Arbitration Rules and Procedures (the "JAMS Rules") will be the sole and exclusive method for resolving any claim or dispute arising out of or relating to the rights and obligations of the parties under this agreement.

Lindora and I further agree that (i) one arbitrator will be appointed pursuant to the JAMS Rules to conduct any such arbitration, (ii) all meetings of the parties and all hearings with respect to any such arbitration will take place in Orange County, California and (iii) all costs and expenses of the arbitration proceeding (such as filing fees, the

arbitrator's fees and hearing expenses) will be borne equally by the parties; provided, however, that the arbitrator will, in the award, allocate all such costs and expenses against the party who did not prevail in the arbitration.

The decision, judgment, ruling, finding, award or other determination of any arbitration under the JAMS Rules will be final, conclusive and binding on Lindora and I; provided, however, that nothing in this agreement will prohibit any party from instituting litigation to enforce any final decision, judgment, ruling, finding, award or other determination of the arbitration.

I UNDERSTAND AND AGREE THAT THE ARBITRATION OF DISPUTES AND CLAIMS UNDER THIS AGREEMENT SHALL BE INSTEAD OF A COURT TRIAL BEFORE A JUDGE AND/OR A JURY. I understand and agree that, by signing this agreement, I am expressly waiving any and all rights to a trial before a judge and/or a jury regarding any disputes and claims which I may in the future have that are subject to arbitration under this agreement. I also understand and agree that the arbitrator's decision will be final and binding on both Lindora and I, subject to review on the grounds set forth in the Federal Arbitration Act ("FAA").

To the maximum extent permitted by law, all claims under this agreement must be brought in my individual capacity, and not as a plaintiff or class member in any purported class or collective proceeding. No claims may be brought or maintained on a class or collective basis either in court or in arbitration. All such claims will be decided on an individual basis in arbitration pursuant to this agreement. I expressly waive any right to submit, initiate, or participate as a plaintiff, claimant or member in a class action or collective action, regardless of whether the action is filed in arbitration or in court. Claims may not be joined or consolidated in arbitration with disputes brought by other individual(s), unless agreed to in writing by all parties.

Any issue concerning the validity of this class action or collective action waiver must be decided by a court and an arbitrator shall not have authority to consider the issue of the validity of this waiver. If for any reason this class action or collective action waiver is found to be unenforceable, the class action or collective action claim may only be heard in court and may not be arbitrated. The arbitrator shall not have authority to hear or decide class or collective actions. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

GENERAL PROVISIONS

This agreement, including Exhibit A and the other documents referenced in this agreement, constitutes the entire agreement between me and Lindora with respect to the subject matter hereof and it supersedes any prior agreements and understandings between me and Lindora regarding such subject matter. This agreement shall be governed by the laws of the State of California; provided that the arbitration provision above shall be governed by the FAA. I agree that I shall bear my own fees and costs incurred in connection with this agreement, provided, however that the prevailing party in any action to enforce this agreement shall be entitled to reimbursement (from the other party) of the prevailing party's costs and fees (including, without limitation, reasonable attorneys' fees and expert witness fees) incurred in connection with such action. In the event that any of the provisions of this agreement are held by a court or arbitrator to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect. No amendment, modification or waiver of this agreement will be binding upon any particular party hereto (Lindora or me, as applicable) unless made in writing and signed by a duly authorized representative of such party, and no failure or delay in enforcing any right will be deemed a waiver. Headings and captions are for convenience only and are not to be used in the interpretation of this agreement. This agreement shall be binding upon and shall inure to the benefit of Lindora and me and our respective successors and assigns, provided, however that I understand agree that this agreement is personal to me and that I may not assign or delegate this agreement in whole or in part. This agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. A party's facsimile, electronically-scanned or electronic signature to this agreement shall be deemed an original for purposes of evidencing such party's execution of this agreement.

ADDITIONAL RIGHTS TO CANCEL

I, THE BUYER, MAY CANCEL THIS AGREEMENT, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME PRIOR TO MIDNIGHT OF THE ORIGINAL CONTRACT SELLER'S THIRD BUSINESS DAY FOLLOWING THE DATE OF THIS CONTRACT, EXCLUDING SUNDAYS AND HOLIDAYS. TO CANCEL THIS AGREEMENT, MAIL OR DELIVER A SIGNED AND DATED NOTICE, OR SEND A TELEGRAM WHICH STATES THAT I, THE BUYER, IS CANCELING THIS AGREEMENT, OR WORDS OF SIMILAR EFFECT. THIS NOTICE SHALL BE SENT TO:

Lindora Clinic

Attention: Membership Cancellations

17838 Fitch, Irvine, CA 92614

Email: membersupport@lindora.com

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, AND NOTICES CONTAINED IN THIS AGREEMENT. THIS AGREEMENT IS EXECUTED IN FAVOR OF LINDORA, WHO IS A INTENDED BENEFICIARY HEREOF AND WHO SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT IN ALL RESPECTS AS IF IT HAD SIGNED THIS AGREEMENT BELOW.

2020 MEMBERSHIP PRICING, DOWNGRADE AND BENEFITS POLICY CHANGES

The following changes to membership pricing, downgrades and benefits are effective October 9, 2020.

I. MEMBERSHIP PRICING

For Members who signed a contract prior to October 9, 2020, pricing changes will go into effect on [January 1, 2021](#).

EXISTING MEMBER	Basic Wellness	Wellness Plus	Wellness Unlimited
Month 1 – 12	\$59 Monthly Fee	\$109 Monthly Fee	\$179 Monthly Fee
> Month 13	\$59 Monthly Fee	\$109 Monthly Fee	\$179 Monthly Fee

INITIAL TERM: For Members in their initial term (month 1 through 12 of their current contract), there will be no price adjustment until they reach Month 13. New pricing will be effective only once the Member reaches Month 13 of their current membership contract on or after January 1, 2021.

MONTH TO MONTH: For Members that have completed the Initial 12 Month Contract Term and are in Month 13 or greater of their Membership, new pricing will be effective on [January 1, 2021](#).

II. MEMBERSHIP DOWNGRADES

Please note the following regarding changes to the Downgrade Policy.

ELIGIBILITY: From January 1, 2020, any Member may downgrade their membership if the following requirements have been met:

1. Member has completed **at least 6 months of their initial contract term**, but not yet completed 12 months of membership contract (1st year of membership); OR
2. Member has completed **at least 6 months of their Upgrade contract term** but not yet completed 12 months of upgraded membership contract (if applicable); OR
3. Member has completed a full **6 months of their Downgrade contract term** but not yet completed 12 months of downgraded membership contract (if applicable); **AND**
4. Member is **not behind on monthly payments**; **AND**
5. Member is **not currently on an active weight loss series** under the existing membership contract. A member is NOT eligible to downgrade until the current weight loss series is completed.

DOWNGRADE DURING THE INITIAL 12 MONTH CONTRACT TERM

If the above conditions have been met, the following Downgrade Options are permitted.

Option 1: DOWNGRADE FOR REMAINDER OF INITIAL 12 MONTH CONTRACT TERM

A Member may downgrade for the remainder of the initial 12-month contract term, subject to a [one-time downgrade fee](#) as follows:

Current Membership	Downgrade Fee	Downgrade to
Wellness Unlimited	\$249 One Time Fee	Wellness Plus \$109 per month
Wellness Plus	\$149 One Time Fee	Basic Wellness \$59 per month

**** IMPORTANT ****

1. A Member may only downgrade to the **membership tier immediately below** the existing membership. In other words, a Wellness Unlimited Member may only downgrade to Wellness Plus during the Initial 12 Month Contract Term, they may not downgrade to Basic Wellness unless they sign a new 12-month contract (see Option 2 below)
2. The Member is **NOT required to sign a new 12-month contract** for a downgrade for the remainder of the Initial 12 Month Contract Term. The Contract Amendment is effective for the remainder of the Initial 12 Month Contract Term.
3. The **one-time fee** will be charged on Downgrade date.
4. The **new monthly fee will be effective from the next billing date**, unless the regular billing was less than 5 days prior to Downgrade date, in which case the Member will receive a pro rata refund for the current month, provided Member has made at least 6 monthly payments on the current membership prior to Downgrade Date.
5. The Member may NOT cancel or downgrade further until the Member has completed at least a full 12 months of Membership. The 12 months is measured from the date the Member signed the current Membership Contract, not the Downgrade Date.

Option 2: DOWNGRADE FOR BY SIGNING NEW 12 MONTH CONTRACT

A Member may downgrade to any membership tier by signing a new 12-month contract as follows:

Current Membership	Downgrade Fee	Downgrade to
		Wellness Plus \$109 /month OR
Wellness Unlimited	Waived	Basic Wellness \$59

Wellness Plus

Waived

Basic Wellness \$59/month

Note that this downgrade will **NOT be subject to the one-time downgrade fee.**

Note that once the downgrade has been processed, the member automatically becomes entitled to benefits under the new downgraded membership.

Benefits under any prior membership will not be carried forward or be eligible to be used under the new downgraded membership. Benefits have no cash value, are not eligible for credit and cannot be reinstated.

DOWNGRADES AFTER THE INITIAL 12 MONTH CONTRACT TERM

A member is eligible to downgrade at any time after completing the Initial 12 Month Contract Term by **signing a new 12-month contract.**

Note that this downgrade will **NOT be subject to the one-time downgrade fee** as the Member has already completed 12 months of membership.

Members who have completed their initial 12 Month Contract Term, may elect to downgrade to any membership tier by signing a new 12-month contract. There is no restriction on downgrade tier if Member is signing a new 12-month contract.

Note that once the downgrade has been processed, the member automatically becomes entitled to benefits under the new downgraded membership.

Benefits under any prior membership will not be carried forward or be eligible to be used under the new downgraded membership. Benefits have no cash value, are not eligible for credit and cannot be reinstated.