

The clinic is owned and operated by: \_\_\_\_\_

## WELLNESS PLAN APPLICATION

CLINIC #: \_\_\_\_\_

MEMBER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

### WELLNESS PLAN INFORMATION: Check the appropriate plan box below.

- Adult Wellness Plan \$ \_\_\_\_\_ (month-to-month, based on one year commitment)
- Child Wellness Plan \$ \_\_\_\_\_ (month-to-month, based on one year commitment)
- Hydrotherapy Option \$ \_\_\_\_\_ (month-to-month, based on one year commitment)
- New plan
- Plan renewal, original plan date: \_\_\_\_\_

### BILLING INFORMATION AND AUTHORIZATION

Total Recurring Monthly Plan Cost is \$ \_\_\_\_\_ + tax = \$ \_\_\_\_\_

Card Number(Last 4 digits): \_\_\_\_\_ Expiration Date: \_\_\_\_\_ / \_\_\_\_\_

Your Plan Begins On: \_\_\_\_\_ CVC (3 digits on back of card): \_\_\_\_\_

Please see patient record for treatment plan, diagnosis, and/or conditions treated.

This Wellness Plan Membership Agreement ("Agreement") is entered by and between NuSpine Chiropractic Franchise Systems, LLC ("We" or "Us") and Member ("You").

By signing this below, you (or your parent/guardian, as applicable) authorize Us (or our authorized representatives) to charge the account (credit/debit card) you have specified above. Monthly payments will be withdrawn on or after the same day of each month unless prohibited by the number of days in the month, in which case the fee will be withdrawn the last day of the month. Additionally, you (or your parent/guardian, as applicable) authorize Us (or our authorized representatives) to charge the credit/debit card on file in lieu of presenting it for any services received at your request.

We agree to sell, and you agree to purchase the membership, services and benefits described herein. You (or your parent/guardian, as applicable) agree to pay Us the membership, services and benefits according to the payment schedule above. Your signatures (or your parent/guardian, as applicable) below indicates your agreement (and the agreement of your parent/guardian, as applicable) to be bound by the Agreement and its Term and Conditions. All persons signing this Agreement are equally responsible for paying it in full.

YOU ACKNOWLEDGE READING A COMPLETED COPY OF THIS AGREEMENT AND ITS TERMS AND CONDITIONS BEFORE SIGNING BELOW. YOU ACKNOWLEDGE THAT NUSPINE CHIROPRACTIC FRANCHISE SYSTEMS, LLC AND ITS FRANCHISEES AND AFFILIATES ARE ALL SEPARATE LEGAL ENTITIES AND THAT THIS AGREEMENT IS WITH A FRANCHISEE OF NUSPINE CHIROPRACTIC FRANCHISE SYSTEMS, LLC AND NOT WITH NUSPINE FRANCHISE SYSTEMS, LLC OR ANY OF ITS AFFILIATES TERMS SUBJECT TO APPLICABLE STATE LAW, WHICH GOVERNS IN THE EVENT OF ANY CONFLICT.

→MEMBER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

→PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Required for Youth Members)

The clinic is owned and operated by: [REDACTED]

## WELLNESS PLAN AGREEMENT

This Wellness Plan Membership Agreement ("Agreement") is entered into this [REDACTED] day of [REDACTED] 20[REDACTED] ("effective Date") by and between NuSpine Franchise Systems, LLC ("We" or "Us") and Member ("You"), and will continue on a month to month basis.

- [REDACTED] 1. **Membership Fee: Adult Membership:** You have elected to pay \$ [REDACTED] (excluding tax) on a monthly basis starting on the effective date stated above. You understand and acknowledge that your membership will automatically continue on a Month-to-month basis until your membership is canceled ("Membership Fee"). Your membership entitles you to receive up to Four (4) chiropractic visits per billing cycle. Additional visits during your billing cycle will be \$10 per visit.
- Initials
- Youth Membership (17 yrs old or younger): You have elected to pay \$ [REDACTED] (excluding tax) on a monthly basis starting on the effective date stated above. You understand and acknowledge that your membership will automatically continue on a month-to-month basis until your membership is canceled ("Membership Fee"). You must have a parent or guardian execute this Agreement with you. The parent or guardian signing the Agreement hereby consents to all the terms and conditions of this Agreement and agrees to be responsible for the payment of the monthly payment due for the Youth Membership. Your Youth Membership entitles you to receive up to four (4) chiropractic visits per billing cycle. Additional visits during your billing cycle will be \$10 per visit. Your Membership Fee covers Membership Services and benefits provided to you for Wellness Plan memberships. List of Separate or Distinct Services and Applicable Fees for Services NOT covered by the Wellness Plan: NONE
- By signing below Member authorizes Us (or our authorized representative) to charge the credit/debit card presented by the member for all charges incurred by the Member, including monthly membership dues and other ancillary charges incurred by the Member in association with his/her membership. We will set the levels of the Membership Fee and will review such fees periodically. We reserve the right to change the level of fees from time to time, unless prohibited by applicable law or regulatory provisions, but guarantee that the level of your Membership fee will not increase during your initial one-month term. We will give you at least thirty (30) days written notice of any changes to the levels of Membership Fees, and the option to cancel upon your receipt of such notice.
- [REDACTED] 2. **Terms of Membership and Cancellation:** We provide Members month-to-month, automatically renewable Membership Plans. This means that by signing this membership agreement you are authorizing us to automatically renew your membership on your behalf each month. Upon each such automatic renewal, we will automatically deduct your monthly membership fee from your credit/debit card account, unless you notify us in writing that you wish to cancel your membership by submitting our cancellation for ("Cancellation Notice"). Member may cancel his/her membership for any reason by submitting a Cancellation Notice after the one-month minimum has been fulfilled, or such other notice required by law. If your one-month minimum has not been fulfilled on the date of your cancellation request, your credit/debit card will be charged for the second month on your next billing date and you will have access to your benefits for that final, paid month. All Cancellation Notices must be signed, dated, and submitted on our Cancellation Notice form and either sent by certified mail, return receipt requested or be hand-delivered to the location at which the Member maintains his/her membership at least 2 days prior to the next billing date to result in no further billing. All cancellation requests will become effective immediately. After submitting the Cancellation Notice. Member can use remaining visits until next month's would-be billing date, if applicable (e.g., if a member is billed on the 8th each month and he/she cancels their membership on March 1st, the member will have until March 7th to use remaining visits).
- Initials
- [REDACTED] 3. **Refund Policy:** Member understands and acknowledges that, except as otherwise required by applicable law, no refunds will be made for unutilized visits if you cancel your membership. To the extent a refund is required by law, the entitlement to and amount of any such refund shall be governed by the law where NuSpine Chiropractic clinic at which the Member maintains his/her membership location.
- Initials
- [REDACTED] 4. **Legal and Contractual Relationship:** Member understands and acknowledges that we are either: 1) a franchisee of NuSpine Chiropractic Franchise Systems, LLC., and in such case, we are a completely separate and independently operated legal entity apart from NuSpine Chiropractic Franchise Systems, LLC., and NuSpine Chiropractic Franchise Systems, LLC DOES NOT have an ownership interest in our franchisee or business, or 2) NuSpine Chiropractic Franchise Systems, LLC. You understand that in either case, neither we, nor NuSpine Chiropractic Franchise Systems, LLC., exercise any control over the professional judgment of any licensed provider who provides chiropractic services at any clinic operating or doing business under the trade name "NuSpine Chiropractic" or other trade name. This Agreement imposes no liability or responsibility upon NuSpine Chiropractic Franchise Systems, LLC as the franchisor of the business systems and methods we utilize. All chiropractic services provided at any NuSpine Chiropractic clinic that you are authorized to receive under this Membership Agreement are performed by licensed chiropractors. At no time shall member (or anyone or any legal entity on Member's behalf) assert or bring any claim, demand, lawsuit or other legal action against NuSpine Chiropractic Franchise Systems, LLC (or any of its affiliates, employees, agents or representatives) relating to this Agreement or the services provided under or in relation to this Agreement. Member understands and acknowledges that NuSpine Chiropractic Franchise Systems, LLC (including its affiliates, employees, agents or representatives) shall have no liability for i) any obligations or damages relating to or arising from this Agreement (unless NuSpine Chiropractic Franchise Systems, LLC, owes
- Initials

The clinic is owned and operated by: \_\_\_\_\_

obligations to the Member as the operator of the clinic location); or ii) any claim based upon any alleged unlawful act or omission by a NuSpine Chiropractic franchisee (or any of franchisee’s employees, independent contractors, agents or representatives) or any independently owned and operated NuSpine Chiropractic location.

- 5. Terms and Conditions:** Member agrees to be bound by the terms of this Agreement and the Terms and Conditions of Membership, which are provided below to Member. The Terms and Conditions of Membership are incorporated hereby and are to be considered part of this membership Agreement. This Agreement and these Terms and Conditions may be amended and updated at any time in accordance with internal policy revisions and changes to state and federal law. Member agrees to be bound by all such amendments and revised terms.
- 6. Acknowledgement of Risks Associated with Chiropractic Treatment:** Member understands and acknowledges that all Chiropractors associated or affiliated with NuSpine Chiropractic facilities are licensed professionals who are required to comply with existing state and federal laws and licensing regulations. Member acknowledges that chiropractic services have associations with some risks, including but not limited to injury, prolonged soreness or shrp, extreme pain. Member acknowledges that all chiropractic services that Member will receive through the membership will be performed only by or supervised under license Chiropractors. Neither We, nor any Chiropractors performing professional services at any NuSpine Chiropractic facility, nor any other person or entity, guarantee or warrant any certain results or outcomes from the chiropractic services you received through the membership. Member assumes for himself/herself, all risk of injury to his/her person while receiving health care services hereunder, whether or not caused by any act on the part of an employee, agent, servant, franchisee or other person affiliated with a NuSpine Chiropractic franchisee or NuSpine Chiropractic Franchise Systems, LLC., through defective apparatus or equipment, or failure to warn as to proper use or danger of such apparatus or equipment, or through failure to repair or replace any defective apparatus or equipment. Member understands that neither NuSpine Chiropractic Franchise Systems, LLC., any f its unlicensed franchisees, nor any of their affiliates, exercises any control over the professional judgment of any licensed providers who provide or oversee chiropractic services at any clinic operating or doing business under NuSpine Chiropractic, NuSpine Chiropractic Franchise Systems, LLC or any other related trade name or trademark which may be approved by NuSpine Chiropractic Franchise Systems, LLC from time to time. Member understands and acknowledges that NuSpine Chiropractic Franchise systems, LLC, and its affiliates and franchisees are not liable to you (or your representatives, beneficiaries, heirs or estate) for the independent professional health care decisions, treatment, services, and advice you receive from licensed Chiropractors and/or clinic personnel through your membership. By entering into this Agreement, member agrees to i) waive any rights to bring claim, lawsuit or other legal action against NuSpine Chiropractic Franchise Systems, LLC (including its employees, affiliates or agents) or a NuSpine Chiropractic franchisee for any injuries received as a result of any injury, damage or loss sustained while receiving any services pursuant to this Agreement from a licensed professional and/or clinic personnel, and ii) fully release, indemnify and hold all NuSpine Chiropractic franchisee and NuSpine Chiropractic Franchise Systems, LLC., harmless from any claims, damages, costs or causes or action that Member has or may have, for injuries received as a result of any injury, damage or loss sustained while receiving any services and/or treatment pursuant to this Agreement from a licensed professional and/or clinic personnel.

**MEMBER ACKNOWLEDGEMENT**

By signing below Member (and Member’s parent or guardian, as applicable) acknowledges that Member (and Member’s parent or guardian, as applicable) has read this Membership Agreement and the Terms and Conditions of Membership in their entirety, has had the opportunity to discuss same with a member of our staff, and fully understands and accepts all of the obligations, rights, responsibilities, liabilities and waivers under the Membership Agreement and Terms and Conditions of membership. Member (and Member’s parent or guardian, as applicable) further acknowledges that the recurring payment provisions (charges to credit/debit card), automatic renewal provisions, and cancellation procedures and applicable dates have been thoroughly explained.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**MEMBER:**

\_\_\_\_\_  
 Printed Name → Signature

**PARENT OR GUARDIAN OF YOUTH MEMBER: (17 YRS OLD OR YOUNGER)**

\_\_\_\_\_  
 Printed Name → Signature

The clinic is owned and operated by:

## TERMS AND CONDITIONS OF WELLNESS PLAN MEMBERSHIP AGREEMENT

1. **Benefits of membership:** All Members have unlimited access to clinics owned, operated or managed by US, NuSpine Chiropractic Franchise Systems LLC., or its affiliates or franchisees (“NuSpine Chiropractic facility”), for the term of the Member’s membership. Members shall be entitled to receive up to four (4) chiropractic visits per billing cycle. Additional visits during your billing cycle will be \$10 per visit. These services are provided on an expedited basis, without having to schedule an appointment in advance, from licensed chiropractors, at a time convenient to Members during normal clinic operating hours, at any NuSpine Chiropractic facility located throughout the United States. As part of your membership, you also are entitled to access to NuSpine Chiropractic’s website, newsletters and other correspondence relating to health and wellness opportunities and advice. Unused visits may not be carried over to the next month. Members may purchase and receive more than his/her allocated chiropractic visits in any monthly period. For adult and youth members, all visits purchased in excess of four (4) visits will be charged at \$10 per visit and paid to NuSpine clinic where Member seeks to purchase such additional services. Members must be currently enrolled as a Member to receive benefits and chiropractic visits associated with this membership at a facility owned, operated or managed by NuSpine or its affiliates or franchisees. Members must be current on their membership fees to receive their membership benefits. Members understand and acknowledge that membership is not insurance or a medical discount plan. In the event a state or government agency determines that the membership plan constitutes either a form of insurance or medical discount plan, we reserve the right, in our sole discretion, to terminate your membership. In such case, you will no longer be obligated to make payments under the plan and will no longer have any rights thereunder. In the event that we terminate your membership for this reason, we will at our option, either refund your membership fee for the month that your membership is terminated or allow you to receive discounted chiropractic visits for the remainder of the month. Member understands and acknowledges that if he or she elects to obtain services from a NuSpine Chiropractic facility, other than the clinic where the member maintains his/her membership, that a portion of the member’s monthly membership fee will be allocated to the clinic where services are rendered to cover the administrative costs (not the cost of any chiropractic care) of that facility. We, or any medical provider at any other facility owned, operated or managed by NuSpine Chiropractic or one of its affiliates or franchisees, reserve the right to deny or refuse to re-enroll any Member who has failed to remit his/her membership payment(s) in a timely manner, or who has engaged in conduct in violation of any of these Terms and Conditions or of the Membership Agreement.
2. **Obligations of Member:** Member agrees to abide by the Terms and Conditions set forth herein and in the Membership Agreement. We reserve the right to revise, amend or alter these Terms and Conditions without notice to Members and such changes will become effective immediately without further action required on the part of Us or anyone else. Membership may be revoked at any time for failure to abide by the Membership Agreement or these Terms and Conditions. Members are financially responsible for all membership dues and related fees. We, on our own or through our design, reserve the right to collect any and all delinquent dues or fees owned by a Member. If a Member becomes delinquent in payment of his/her dues or fees, We, on our own or through our designee, reserve the right to rer such Member to a collection agency and Member shall be required to pay all reasonable collection costs associate with the collection of such unpaid dues or fees. Member understand that member’s credit/debit card information will be monitored by our software system, including the date of expiration. Failure on the part of Member to provide our management company with updated, current, credit/debit card information may result in termination of Member’s membership. Member understands that by entering into this Agreement, Member agrees to the terms of NuSpine Chiropractic’s Privacy Policy, which governs our collection of your personal information and how we use it, and which is located at <https://www.nuspinechiropractic.com/wp-content/uploads/2021/12/NuSpine-Chiropractic-Privacy-Policy-2021.pdf> and incorporated herein by reference. Member agrees to timely notify Us of any changes in Member’s personal information, including mailing address, telephone number and credit/debit card information. Member’s failure to timely report such changes may constitute groups for termination of Member’s membership. Member agrees to abide by all terms of the Membership Agreement and these Terms and Conditions and all facility rules and regulations for any NuSpine Chiropractic facility that Member visits for services.
3. **Our obligations:** We agree to make the benefits of membership available to you at all times during the dates of your membership in accordance with the terms of your membership plan. You understand that the benefits of your membership are available only at any facility that operates under or display “NuSpine Chiropractic” or any other trade name or trademark as may be approved from time to time by NuSpine Chiropractic Franchise Systems, LLC
4. **Changes to Terms and Conditions:** We reserve the right to revise, amend and alter these Terms and Conditions without notice to Member, and such changes will become effective immediately without further action required on the part of Us or anyone else, membership may be revoked at any time by Us for failure to abide by these Terms and Conditions, and We, on our own through our designee, reserve the right to discontinue service to any Member that fails to abide by the terms of membership.
5. **Lost or Stolen Items:** Neither NuSpine Chiropractic Franchise Systems, LLC any of its franchisees, any of their affiliates, nor any professional corporations for which they provide management services, are responsible for lost or stolen articles or goods while Member is present at a NuSpine facility.
6. **Transferability:** Memberships and allocated monthly visits are not shareable or transferable between patients, including between Members, family members or any one else.

The clinic is owned and operated by:

7. Hours of Operation: Operating hours are posted at each facility operating under or displaying “NuSpine Chiropractic” or any other related trade name or trademark
8. Credit Card Authorization Statement: Utilizes an Automatic Account Updater Service. This service sends and receives tokenized account information through a secure connection from participating Credit Card issuers in order to maintain current billing information associated with our customer’s accounts. By signing this Agreement, you authorize our use of the Automatic Account Updater Service and further authorize us to use any updated account information received via the updater service from your issuing bank for ongoing billing purposes. You may contact your issuing bank directly if you do not want to provide these automatic account updates to us.
9. Registration: All Members must register and present their key tag upon arrival at a facility operating under or displaying “NuSpine Chiropractic” or any other related trade name or trademark.
10. Representations: Member agrees that the Membership Agreement and these Terms and Conditions, and the application, intake and other related forms filled out by Member, sets for the entire agreement and understanding of all terms and conditions of membership that exist between Member and us. Member acknowledges that neither We, NuSpine Chiropractic Franchise Systems, LLC., nor anyone else has made any other representations to induce Member to become a member or otherwise participate in this membership. Member understands that Member’s membership is with Us at the facility location noted on this Membership Agreement, and that the facility at which Member maintains his/her membership is an operating health care facility providing health care services, counseling and related services. Member shall engage in appropriate conduct and decorum associated with the receipt of services at a healthcare facility.
11. Cancellation/Termination of Membership: We provide Members month-to-month (one-month minimum), automatically renewable Membership Plans. Member may cancel his/her membership for any reason with a written notice after the one-month minimum has been fulfilled, or such other notice required by law or such other notice required by law. If your two-month minimum has not been fulfilled on the date of your cancellation requests, your credit card will be charged for the second month on your next billing date and you will have access to your benefits for that final, paid month. All cancellation request must be signed, dated, and submitted on our cancellation of membership form and either sent by certified mail, return receipt requested or be hand-delivered to NuSpine Chiropractic facility at which the member maintains his/her membership at least 2 days prior to next billing date to result in no further billing. All cancellation requests become effective immediately from the date the cancellation request is received and processed by us or our designated representative. Except as otherwise required by applicable law, no refunds will be made for unutilized visits if you cancel your membership. To the extent a refund is required by law, the entitlement to and amount of any such refund shall be governed by the law where NuSpine Chiropractic facility at which the member maintains his/her membership is located.
12. Liability Disclaimer: All chiropractors associate or affiliated with us, NuSpine Chiropractic Franchise Systems, LLC., or any of its franchisees or its affiliates, are licensed professionals who are required to comply with existing state and federal laws and licensing regulations. Members assume any and all associated risks attendant to the healthcare services, including adjustments, which Patient received at a facility managed by us, NuSpine Chiropractic. Or any of its franchisees or its affiliates, except where provided by law. Patient agrees that the clinic at which they maintain their membership will not be liable to Patient for any injury claim, economic damage, other form of loss or by any negligence or any other act committed by staff or any healthcare professional and/or clinic personnel associated with us, NuSpine Chiropractic Franchise Systems, LLC., or any of its franchisees or its affiliates, or through any act or conduct undertaken by any other Patient or person(s) present at, or utilizing, the services or equipment provided at NuSpine Chiropractic facility location at which the Patient maintains his/her membership. NuSpine Chiropractic Franchise System LLC., and its franchisees and affiliates are not liable for any advice given to the patient by licensed healthcare providers and/or clinic personnel at a clinic managed by us, NuSpine Chiropractic Franchise Systems, LLC or any of its franchisees or its affiliates operating under the true names or marks referred to in this Agreement.
13. Entire Agreement: These Terms and Conditions, together with the Membership Agreement and any application and intake forms filled out by Member, constitute the entire agreement by and between Us and member. If any provision of the membership Agreement or these Terms and Conditions is held unenforceable, then such provision will be modified to reflect the parties intention. All remaining provisions of this membership Agreement and these Terms and Conditions shall remain in full force and effect.
14. Transfer by Us: We reserve the right to transfer or assign this Membership Agreement or any rights or obligations contained herein without notice to Member. Member may not assign or transfer any rights conferred through this membership Agreement without our written authorization.
15. Copy of Agreements: Upon request, member is entitled to receive a copy of the Membership Agreement and these Terms and Conditions.
16. Governing Law: The validity of any of the terms and provisions of this Agreement as well as the rights and duties of the parties hereunder, will be governed by the laws of the state where the Members membership is maintained. Additional taxes may apply.
17. Dispute resolution - Mandatory Arbitration: In the event of any dispute, controversy, or claim arising out of or relating to these Terms and Conditions, the Agreement, your treatment or the services received at a NuSpine Chiropractic clinic, Member understands and agrees that Member and NuSpine Chiropractic Franchise Systems, LLC., (and/or a NuSpine Chiropractic franchisee, as applicable) shall first attempt, promptly and in good faith, to resolve any such dispute between them by mediation. Failure by the Member to deliver a formal mediation notice prior to the inception of a legal claim or lawsuit shall constitute prima facie evidence and basis for Nuspine Chiropractic Franchise Systems, LLC’s seeking a motion to dismiss the lawsuit. If the parties are unable to resolve any such

The clinic is owned and operated by: 

## TERMS AND CONDITIONS OF WELLNESS PLAN MEMBERSHIP AGREEMENT - continued

dispute by mediation within a reasonable time (not to exceed sixty (60) days), YOU AS THE MEMBER AGREE THAT THE DISPUTE SHALL , UNLESS OTHERWISE MUTUALLY AGREED BY THE PARTIES FOR ANY PARTICULAR DISPUTE, BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION, PURSUANT TO THE THEN-CURRENT CONSUMER ARBITRATION RULES. ANY ARBITRATION COMMENCED BETWEEN YOU AND NUSPINE CHIROPRACTIC FRANCHISE SYSTEMS, LLC.,(AND/OR A NUSPINE FRANCHISE SYSTEM, LLC FRANCHISEE) MUST BE ARBITRATED IN PHOENIX, ARIZONA. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR NUSPINE CHIROPRACTIC FRANCHISE SYSTEMS, LLC., (AND/OR A NUSPINE CHIROPRACTIC FRANCHISE SYSTEMS, LLC FRANCHISEE) MAY JOIN CLAIMS IN ARBITRATION WITH OR AGAINST OTHER USERS OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS. YOU UNDERSTAND THAT BY AGREEING TO ARBITRATION YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE IN COURT, THE RIGHT TO HAVE THE DISPUTE DECIDED BY A JUDGE OR JURY, AND THE RIGHT TO BRING, OR BE PART OF, A CLASS ACTION CASE. The foregoing shall not apply to suits falling within the jurisdiction of the small claims courts located in the State of Arizona or to enjoin infringement or other misuse of intellectual property rights, and you or NuSpine Chiropractic Franchise Systems, LLC., may bring suit in court for (a) individual small claims matters and (b) to ASSOCIATION MAY BE REVIEWED AT: <https://www.adr.org>

18. Intellectual Property: NuSpine Chiropractic Franchise Systems, LLC's logo, taglines, images, trademarks, service marks and other indicia of NuSpine Chiropractic appearing on websites, social media channels, banners, posters, and other displays, unless otherwise noted are the sole property of NuSpine Chiropractic Franchise Systems, LLC (whether registered or not) (hereinafter, the "Marks"). You are not authorized to display or use the Marks in any manner or respect without the express prior written consent of NuSpine Chiropractic Franchise Systems, LLC. Any misappropriation, misuse of the Marks is expressly prohibited.