

Terms and Conditions for the Quantum Energy Wellness Bed (QEWB) Program Offered by Total Body IQ

1. Overview of the Program

These Terms and Conditions (hereinafter referred to as the “Agreement”) outline the responsibilities, rights, and obligations of both the practitioner (hereinafter referred to as the “Holistic Practitioner”) and Total Body IQ (hereinafter referred to as “Total Body IQ”) in relation to the Quantum Energy Wellness Bed (QEWB) Program. By participating in the program, the Holistic Practitioner agrees to abide by the terms set forth herein.

2. Eligibility Requirements

To qualify for the QEWB Program, the Holistic Practitioner must meet the following requirements:

- Have an established client base of at least 600 clinical visits per month.
- Have been in business for at least 5 years.
- Currently provide regenerative therapies such as stem cell wave therapy, stem-wave, or soft-wave treatments.
- Possess high-speed internet (Wi-Fi) to ensure the bed is operational and connected as required.
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3. Program Structure

3.1 One-Time Fee

The Holistic Practitioner agrees to pay a one-time fee of \$1,000 to join the QEWB Program. This fee grants access to the Quantum Energy Wellness Bed, as provided and maintained by Total Body IQ.

3.2 Loan of Quantum Energy Wellness Bed (QEWB)

Upon acceptance into the program, Total Body IQ will loan the Holistic Practitioner a QEWB for use in their practice for up to 4,500 hours of operation. Total Body IQ retains ownership of the QEWB throughout this period.

3.3 Revenue Sharing

For the first 4,500 hours of QEWB operation, the profits generated from its use will be split as follows:

- **60% of profits to the Holistic Practitioner.**
- **40% of profits to Total Body IQ.**

Profits are defined as gross revenue generated from the use of the QEWB minus any expenses related to the operation of the bed.

4. Maintenance and Upkeep

4.1 Responsibilities of Total Body IQ

Total Body IQ will cover all costs related to the maintenance, servicing, and upkeep of the QEWB during the first 4,500 hours of use. Total Body IQ will ensure the bed is in proper working order and may conduct scheduled maintenance as necessary.

4.2 Responsibilities of the Holistic Practitioner

The Holistic Practitioner is responsible for ensuring the proper and appropriate use of the QEWB in compliance with the manufacturer's guidelines. Any damage caused by misuse or negligence by the Holistic Practitioner may result in repair costs being charged to the practitioner.

5. Marketing and Client Acquisition

Total Body IQ will manage all national advertising and marketing efforts related to the QEWB to drive new clients to the Holistic Practitioner's clinic. While Total Body IQ will make reasonable efforts to market the QEWB services, it does not guarantee any specific number of client acquisitions or revenue.

6. Use of the QEWB

6.1 Proper Usage

The Holistic Practitioner agrees to use the QEWB only for its intended purpose in providing wellness treatments to clients. The practitioner must ensure that all use of the bed complies with applicable laws, regulations, and industry standards.

6.2 Compliance with Client Safety Guidelines

The Holistic Practitioner must adhere to all client safety protocols as recommended by Total Body IQ and the bed's manufacturer. Any misuse of the device or failure to follow safety guidelines may result in the termination of this Agreement.

7. Termination of the Agreement

7.1 Termination by Total Body IQ

Total Body IQ reserves the right to terminate this Agreement at any time if the Holistic Practitioner breaches any of the terms and conditions, misuses the QEWB, or fails to comply with applicable safety guidelines. In the event of termination, the Holistic Practitioner will be required to return the QEWB to Total Body IQ immediately.

7.2 Termination by the Holistic Practitioner

The Holistic Practitioner may terminate their participation in the program by providing 30 days' written notice to Total Body IQ. Upon termination, the Holistic Practitioner will be responsible for returning the QEWB to Total Body IQ in good working condition.

8. Return of the QEWB

Upon the conclusion of the 4,500 hours of use or upon termination of this Agreement (whichever occurs first), the Holistic Practitioner agrees to return the QEWB to Total Body IQ. Total Body IQ will arrange for the pickup and transportation of the bed. If the bed is not returned in a timely manner, additional fees may apply.

9. Limitation of Liability

Total Body IQ is not liable for any damages, injuries, or losses incurred by the Holistic Practitioner or their clients due to the use of the QEWB, except in cases where such damages result from the direct negligence of Total Body IQ. The Holistic Practitioner agrees to indemnify and hold harmless Total Body IQ from any claims arising from the misuse or improper operation of the QEWB.

10. Confidentiality

The Holistic Practitioner agrees to keep all proprietary information regarding the QEWB, its operation, and marketing strategies confidential. This confidentiality obligation will continue even after the termination of this Agreement.

11. Modifications to the Agreement

Total Body IQ reserves the right to modify the terms and conditions of this Agreement at any time. The Holistic Practitioner will be notified of any such changes in writing, and continued participation in the program will be deemed acceptance of the revised terms.

12. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the jurisdiction in which Total Body IQ is headquartered. Any disputes arising from this Agreement will be subject to the exclusive jurisdiction of the courts in that location.

Acceptance of Terms

By joining the QEWB Program, the Holistic Practitioner acknowledges that they have read, understood, and agree to abide by these Terms and Conditions.

Total Body IQ Contact Information

For any questions or concerns related to this Agreement or the QEWB Program, please contact Total Body IQ at:

- **Phone:**