**Benefits**Subject to the T&C, each Member with a valid Membership is entitled to receive the benefits set forth in the applicable package ordered at the time of Membership sign up*.\* Services are subject to appointment availability and Brightbar’s right to limit each Member to the number of spray tans set forth in their Membership package in any given month. Under no circumstances do unused Services roll over from month to month.* You understand if you do not attend and/or call to cancel a scheduled appointment, that session is subject to forfeiture. Except as provided in the T&C or approved by a member of Brightbar management, Members may not receive, or combine with any Membership discounts or services, any other discounts on Brightbar’s products or services.   
  
**Monthly Fees**Each Member agrees to pay the applicable monthly membership fee described in the T&C (the “Membership Fee”). The Membership Fee(s) and packages will be posted by Brightbar at participating Brightbar location(s) and on the Site. The Membership Fee does not include gratuities.Each Member agrees to keep Brightbar (or its designated third-party payment provider) informed of the Member’s up-to-date identity, address, other contact, and credit card billing informationFOR THE FIRST MONTH OF MEMBERSHIP IN WHICH A MEMBER ACCEPTS THESE TERMS AND CONDITIONS (THE “FIRST MONTH”), THE MEMBERSHIP FEE WILL BE CHARGED TO THE MEMBER’S CREDIT CARD ON THE DATE OF THIS ACCEPTANCE (THE “START DATE”). THEREAFTER, THE MEMBER UNDERSTANDS AND AGREES THAT THE MEMBERSHIP FEE WILL AUTOMATICALLY RECUR MONTHLY ON OR AROUND THE FIRST DAY OF EACH MONTH UNLESS AND UNTIL THE MEMBER TERMINATES THEIR MEMBERSHIP IN ACCORDANCE WITH THE TERMS SET FORTH HEREIN.  EACH MEMBER IS RESPONSIBLE FOR UPDATING HIS/HER CREDIT CARD INFORMATION ON FILE WHEN A CREDIT CARD EXPIRES OR IS CANCELLED.  EXPIRED OR CANCELED CREDIT CARD DOES NOT RELIVE THE MEMBER OF THEIR PAYMENT OBLIGATIONS TO BRIGHTBAR. BRIGHTBAR RESERVES THE RIGHT TO CANCEL ANY MEMBERSHIP IMMEDIATELY WHICH IS IT UNABLE TO COLLECT A MEMBERSHIP FEE FROM A MEMBER.  
  
**Registration and Passwords**To access certain features of the Site, we may ask you to provide certain personal information, including your name, address, telephone number and email address.  You agree to provide true, accurate, current and complete information about yourself as prompted by the Site's Membership form. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your Membership. Our use of any personal information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.To use certain features of the Site, you will need a username and password, which you will receive through the Site’s Membership process.  You are responsible for maintaining the confidentiality of the password and account, and to ensure that you exit from your account at the end of each session.  You are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any suspected unauthorized use of your password or account or any other breach of security.  We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information, and you may be held liable for any damage or prejudice that might affect Brightbar or third parties as a result of the incorrect use, loss or theft of your password or account.  
  
**Interactive Features**This Site may include a variety of features that allow feedback to us and real-time interaction between us and others.  It is a condition of your use of the Site that you do not:Restrict or inhibit any other user from using and enjoying the Site.Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person. Gain unauthorized access to the Site, or any account, computer system, or network connected to this Site, by means such as hacking, password mining or other illicit means.Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.Use the Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.Use the Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site. Brightbar may host message boards, chats and other public forums on its Site.  Any user failing to comply with the T&C may be expelled from and refused continued access to, the message boards, chats or other public forums in the future.  Brightbar may remove or alter any user-created content at any time for any reason. Message boards, chats and other public forums are intended to serve as discussion centers for users and subscribers.  Information and content posted within these public forums may be provided by Brightbar or by users unaffiliated with Brightbar, some of whom may employ anonymous user names. Brightbar expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in these forums by third parties, nor are we responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages.  Under no circumstances will we, our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of Bright Bar or any of its subsidiaries or affiliates. Brightbar has no obligation whatsoever to monitor any of the content or postings on the message boards, chat rooms or other public forums on the Sites.  However, you acknowledge and agree that we have the absolute right to monitor the same at our sole discretion. In addition, we reserve the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users and visitors.  
  
**Termination and Effects of Termination**A MEMBER CANNOT TERMINATE THEIR MEMBERSHIP FOR A TIME PERIOD OF THREE (3) MONTHS FROM THE START DATE. AFTER THREE (3) MONTHS HAVE ELAPSED, THE MEMBER MAY TERMINATE THEIR MEMBERSHIP AT ANY TIME BY PROVIDING WRITTEN NOTICE BY SENDING AN EMAIL AT LEAST TEN (10) DAYS BEFORE THE END OF THE MONTH STATING THE MEMBER'S NAME AND THAT THEY WISH TO TERMINATE THE MEMBERSHIP. PLEASE DIRECT ALL CORRESPONDENCE TO ALEX@BRIGHTBARBOSTON.COM. UPON NOTICE OF TERMINATION, MEMBERSHIP WILL END ON THE LAST DAY OF THE MONTH THE MEMBER INFORMS BRIGHT BAR OF SUCH TERMINATION. UPON VALID TERMINATION OF A MEMBERSHIP, BRIGHTBAR SHALL STOP CHARGING THE MEMBERSHIP FEE TO THE MEMBER.  MEMBER SHALL HAVE THE ABILITY TO UTILIZE ITS MEMBERSHIP FOR THE SERVICES UNTIL THE LAST DAY OF THE MONTH OF CANCELLATION.  THEREAFTER, THE MEMBERSHIP SHALL BE CONSIDERED CANCELLED AND BRIGHTBAR SHALL NOT BE REQUIRED TO PROVIDE ANY FURTHER SERVICES TO THE MEMBER.    BRIGHTBAR MAY IMMEDIATELY TERMINATE ANY MEMBERSHIP THAT IT BELIEVES THE MEMBER IS ENGAGING IN MISUSE, FRAUDULENT ACTIVITY, IS UTILIZED IN A MANNER THAT VIOLATES THE T&C AND THE POLICIES, OR FOR ANY REASON AT ANY TIME. IN ADDITION, BRIGHT BAR MAY IMMEDIATELY TERMINATE A MEMBER’S MEMBERSHIP AT ANY TIME AND FOR ANY REASON.   
  
**Indemnity**You agree at all times to defend, indemnify and hold harmless Brightbar, its affiliates, successors, transferees, assignors, assignees, licensors and licensees and their agents, associates, and employees of each from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your breach of any obligation, warranty, representation or covenant set forth herein.  
  
**Use & Non-Transferability of Benefits**Upon creation of a Membership or to receive the Services, each Member must provide his or her name and proof of identity.  Brightbar may at any time, including prior to providing the Services, require the Member to confirm their contact information and credit card billing information. Memberships is not transferable, is not exchangeable, is not redeemable for cash, and is void where prohibited by law. ANY REFUSAL BY A MEMBER TO PROVIDE PROOF OF HIS OR HER IDENTITY OR ANY REQUIRED IDENTIFICATION, OR OTHERWISE TO CONFIRM SUCH MEMBER’S INFORMATION RELATED TO HIS/HER MEMBERSHIP MAY RESULT IN IMMEDIATE TERMINATION OF THE MEMBERSHIP.  
  
**LIMITATION OF LIABILITY**IN NO EVENT SHALL BRIGHTBAR BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THIS AGREEMENT FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR RELIANCE DAMAGES (OR ANY LOSS OF REVENUE.PROFITS OR DATA), HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR UNDER ANY OTHER LEGAL THEORY, WHETHER FORESEEABLE OR NOT AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL BRIGHTBAR’S MAXIMUM AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID BY YOU TO BRIGHTBAR FOR THE SERVICES FROM WHICH THE CLAIM AROSE.The Site is continually under development and Brightbar makes no warranty of any kind, implied or express, as to its accuracy, completeness or appropriateness for any purpose.  
  
**Communication**Each Member consents to the receipt of communication from Bright Bar via e-mail, phone, text message, external websites and any other method of communication Brightbar deems appropriate. Brightbar and its marketing partners may use these channels to communicate with Members regarding requested Services or associated products, Membership status, changes to the Membership program, the T&C’s/Policies, and any new offers, promotions, or services Brightbar may offer now or in the future.   
  
**Digital Millennium Copyright Act**The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law.  If you believe in good faith that materials hosted by Brightbar infringe your copyright, you, or your agent may send to Brightbar a notice requesting that the material be removed or access to it be blocked.  Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon Brightbar actual knowledge of facts or circumstances from which infringing material or acts are evident.  If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send to Brightbar a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA.   
  
**Policy on Use of Website by Minors and Children Under 13**The Site is not directed to individuals under the age of 13, nor does it contain information which would be potentially harmful to minors in any way.  However, all visitors to the Site under the age of 13 should not disclose or provide any Personally Identifiable Information. In the event that Brightbar discovers that a child under the age of 13 has provided Personally Identifiable Information to us, we will delete the child’s Personally Identifiable Information in accordance with the Children's Online Privacy Protection Act of 1998.  Please see the Federal Trade Commission's website for further information about this act. Notwithstanding the foregoing, pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections are commercially available to assist you in limiting access to material that is harmful to minors. More information on the availability of such software can be found through publicly available sources or your internet service provider.  
  
**Applicable Law**Any dispute, controversy or difference which may arise between the parties out of, in relation to or in connection with these T&C is hereby irrevocably submitted to the exclusive jurisdiction of the state or federal courts of the Commonwealth of Massachusetts (or through arbitration as set forth below), applying Massachusetts law, regardless of principles of conflicts of laws.  You agree to waive any jurisdictional, venue or inconvenient forum defenses for purposes of resolving disputes hereunder.  
  
**No Class Actions**PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ON AN INDIVIDUAL BASIS.  Neither you nor Brightbar will seek to have a dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity.  No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitration or proceeding. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration.  
  
**Waiver & Severability**No waiver by Brightbar of any term or condition set out in these T&C shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by Brightbar to assert a right or provision under these T&C shall not constitute a waiver of such right or provision.If any provision of these T&C is held to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the T&C will continue in full force and effect.  
  
**Entire Agreement**These T&C and our Privacy Policy constitute the sole and entire agreement between Brightbar and users of the Site, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.© 2020 Brightbar Boston