

## **Exhibit A**

### **Terms and Conditions**

In this Agreement, the terms “you”, “your”, and “the buyer” refer to the Member whose name is identified on page 1, under the heading “Member Name” and who executed this Agreement on such page.

#### **1. Membership Fee**

The buyer will be initially charged for the first and last month of the agreement.

Membership fees are automatically withdrawn with a valid, current credit or debit card. The buyer shall provide Place with valid credit or debit card information. Place shall protect the privacy of member information. You may change the credit card provided at any time, provided, however, that it is your responsibility to make sure that there is always a valid credit card number on file with Place for payment of the Monthly Fee. If there is not a valid credit card number on file with Place at the time the Monthly Fee is charged to that card and one is not provided within ten days after the regularly scheduled date for payment, Place may exercise any and all rights available to it, whether under this Agreement or under applicable law, which may include, but are not limited to, suspension of your membership in the Program until such payment is made, forfeiture of the last months payment, and/or terminating this Agreement.

Neither gift cards nor point cards may be redeemed to pay any portion of the Membership Fee and no payments of the Membership Fee will be counted towards the accrual of gift cards or point cards. The Membership Fee cannot be combined with any other promotion or discounts.

#### **2. Membership Term**

The term of your membership is one-year from the Commencement Date (the “Initial Membership Period”). Your membership will automatically renew for two additional one year periods, which renewals shall occur on the anniversary of the Commencement Date on the terms described herein (each an “Additional Membership Period”) unless (a) you notify Place in writing at the address set forth on page 1 of this Agreement at least 30 days prior to the one-year anniversary of the Commencement Date that you do not wish for this Agreement to renew, or (b) you fail to confirm your renewal by delivering a renewal confirmation to Place in the form of Exhibit C attached hereto.

#### **3. Cancellation**

The buyer shall notify in writing and deliver in person or mail by registered or certified United States mail to the address set forth on page 1 if the buyer wishes to cancel his/her membership in the Program as described on the first page of this Agreement. In addition, Place may grant a request for cancellation for a reason not stated herein, in its sole discretion, such discretionary cancellation will be effective as of the date the next Monthly Fee is due and you will be required to pay for the Program until such time.

The buyer shall accompany any and all notices of cancellation by the membership cards and any other documents or evidence of membership previously delivered to him/her.

The buyer will be responsible for payment through the date of Place’s receipt of such notice of cancellation in the event you cancel for any of the Cancellation Grounds listed on page 1 of this agreement, or such later date as you may specify (the latter of which shall be referred to as the “Effective Date”). Nothing set forth herein will entitle you to a refund of any other amounts previously paid to Place under this Agreement. Cancellation of membership will not eliminate any financial obligations you owe to Place. No refunds will be given for any benefits which you have accrued but have not used as of the time your cancellation becomes effective, including by way of example, but not of limitation, any sessions or services that you have carried over or would otherwise be entitled to as a Member.

Early termination of the agreement or a missed monthly payment may result in the forfeiture of the last month’s payment, which was paid at the time of signing.

#### **4. Membership Suspension**

The buyer may, with Place’s agreement and sole discretion, request a suspension of your membership for up to two months in the event of a significant change in your circumstances not otherwise provided for in this agreement. Any cancellation or suspension request must be accompanied by written documentation, reasonably acceptable to Place, supporting the claim of change in circumstances (each a “Membership Suspension”).

The effective date of a Membership Suspension will occur as of the date that the next monthly fee is due. No suspension will eliminate any financial obligations owed by you to Place prior to the effective date of such suspension and will only apply to future payments of the Monthly Fee. A suspension permitted under this Section will not result in a refund of any amounts previously paid to Place under this Agreement.

If the buyer suspends their membership due to active United States military duty, we will cancel this Agreement if you do not reinstate it within two years after the date of suspension.

During a Membership Suspension or a military active duty suspension you are not entitled to any Program benefits. Following the expiration of your inactive status, the Monthly Fee will be automatically charged to your credit card without notice. Your membership term will be extended by the amount of time your membership is suspended.

## **5. Closings**

The Place may, from time to time, be partially or fully closed and be unavailable for use for reasons including, but not limited to, renovations, repairs, special events, holidays, or while governmental permits or licenses are received. Place will make every effort to minimize any disruption to members during these periods. Hours of operation will be displayed and may be modified from time to time. Subject to the explicit cancellation rights contained in this Agreement regarding closures and unavailability of locations, such closures or unavailability will not entitle you to a refund.

## **6. Rules and Regulations**

You agree to follow all rules and regulations of The Place Day Spa (collectively, the "Rules"). Violation of the Rules may result in suspension or cancellation of your membership. Place, in its sole discretion, has the right to refuse your entry or to discontinue service at any time, whether for the day or permanently if, in Place's reasonable judgment, you have failed to observe the terms of this Agreement, the Rules or if you have acted in a manner contrary to the best interests or safety of Place or its members. You agree to comply with all applicable laws in connection with your use of the facilities. You also agree not to use the services or equipment in such a way as to endanger the health or safety of yourself or others. You are responsible for any and all property damage or personal injury caused by you, your family or your guests. The General Salon and Spa Rules and Regulations are attached as Exhibit D.

## **7. Non-Transferability**

You may not assign, resell or transfer to any other person or entity the rights allowed or obligation required by this Agreement. Your membership in the Program is personal to you. Additionally, you cannot loan your membership card or permit it to be used by any one for any reason without the prior written consent of Place.

## **8. Loss of Property**

We ask that you leave valuable jewelry at home. The Place is not responsible for lost items or any personal property, including but not of limited to, money, credit cards, clothing or jewelry, in each case whether for disappearance, loss, theft, damage or otherwise, and you bring the same into the facilities at your own risk.

## **9. Modifications**

**SUBJECT TO YOUR RIGHTS TO CANCEL THIS AGREEMENT SET FORTH HEREIN, PLACE DAY SPA MAY MODIFY THE SERVICES OFFERED OR THE TERMS AND CONDITIONS OF THIS AGREEMENT AT ANY TIME WITHOUT NOTICE AND SUCH MODIFICATIONS WILL BE DEEMED EFFECTIVE IMMEDIATELY UPON MAKING SUCH CHANGES. NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO ANY INCREASE IN THE AMOUNT OF THE PROGRAM FEE, THE MONTHLY FEE AND/OR THE FREQUENCY THAT THE MONTHLY FEE WILL BE CHARGED TO YOUR CREDIT CARD OR ANY MATERIAL CHANGE TO THE SERVICES INCLUDED IN THE MEMBERSHIP AND YOU WILL BE ENTITLED TO CANCEL DURING SUCH 30 DAY PERIOD BY PROVIDING NOTICE AS SET FORTH IN PARAGRAPH 3 HEREOF. NEITHER THE PROGRAM FEE NOR THE AMOUNT OF THE MONTHLY FEE WILL CHANGE DURING THE INITIAL MEMBERSHIP PERIOD.**

## **10. Contact Information**

You agree to provide us with current, accurate, complete and updated information including your name, address, telephone number, email and credit card number for the purposes of identification and billing. You agree to notify Place promptly of any changes to any of this information by giving written notice in the manner described below. Failure to provide updated billing and contact information may result in you not receiving important notices.

## **11. Notices**

Except notices regarding your cancellation of this Agreement, which notices must be provided in the manner described on page 1 of this Agreement, all notices required to be made by you to Place should be submitted in person or sent by mail to 285 Gordons Corner Rd. Manalapan, NJ 07726. To the maximum extent permitted by applicable law, you consent to receiving notices from Place by electronic mail or postage mail. Place will use the email address/home address set forth in this Agreement as the email address/home address for any and all such notices. It is your responsibility to ensure that the email address/home address provided to Place is at all times operational for you to receive notices.

## **12. Entire Agreement**

This Agreement, together with all exhibits attached hereto, the rules and regulations, and any terms and conditions regarding the Program constitute and contain the entire agreement between you and Place with respect to your membership in the Program and supersede any and all prior understandings between you and Place relating to the subject matter of this Agreement, whether oral or written. In the event of a conflict between the terms of this Agreement and any of the other governing documents, this Agreement will govern to the extent of such conflict.

This Agreement cannot be altered, amended, modified, terminated, waived, released or discharged except in a writing signed by an officer of Place and no change, modification or revision to this Agreement is binding unless agreed to in a writing signed by an officer of Place.

## **13. Agreement to Arbitrate and Waiver of Class or Representative Proceedings; Governing Law; Venue; Jury Trial Waiver**

Any dispute or claim between you and Place relating in any way to this Agreement or any services or products provided by Place shall be resolved by individual binding arbitration by a single arbitrator, except that Member or Place may assert claims in small claims court if those respective claims qualify. The arbitration shall be administered by the American Arbitration Association in accord with its Commercial Arbitration Rules and Mediation Procedures. The arbitration will take place in the state of New Jersey. Member and Place agree to waive any right to pursue any dispute relating to this Agreement or any services or products provided by Place in any class, private attorney general, or other representative action or proceeding and the arbitrator shall not have the power to conduct a class action arbitration or to arbitrate any claim in which Member or Place serve as a private attorney general or in any other representative capacity. If any portion of this arbitration agreement is determined to be invalid or unenforceable, the remainder of the arbitration agreement remains in full force and effect. The arbitrator may award damages or other relief, including equitable or injunctive relief, provided for under applicable law. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction. The arbitrator, and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement.

The interpretation, validity and enforcement of this Agreement and all transactions hereunder as to interpretation, enforcement, validity, construction, effect and in all other respects, shall be governed by the laws of the State of New Jersey without regard to its choice of law provisions; provided, however, that the Federal Arbitration Act ("FAA"), to the extent inconsistent, will supersede the laws of such State and govern with respect to the agreement to arbitrate contained herein. The agreement to arbitrate will survive termination of this Agreement.

**Member hereby waives trial by jury in any action or proceeding to which the seller and the applicant may be parties, arising out of or in any way pertaining to (a) this application and agreement; and (b) it is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this Agreement. This waiver is knowingly, willingly and voluntarily made by the applicant and the applicant hereby represents and warrants that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury or to in any way modify or nullify its effect.**

## **14. Non-Waiver; Remedies Cumulative**

The failure of any party to insist in any one or more cases upon the performance of any of the provisions, covenants or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of any such provisions, covenants or conditions. No waiver by any party of one breach by another party shall be construed as a waiver with respect to any other subsequent breach. Place's rights and remedies under this Agreement are cumulative with and in addition to any other rights and remedies provided by applicable law.

## **15. Headings**

The Article and Section headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit, extend or interpret the scope of this Agreement or of any particular Article or Section.

**16. Severability**

In case any provision in this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.