# Membership Terms, Conditions, & Agreements

### **KurlCulture KC-Kurlie Collective**

Our membership is a monthly loyalty membership offered by KurlCulture KC to our most valued customers.

When purchasing a KurlCulture KC Membership, the customer acknowledges that the terms and conditions of said membership is recognized as a binding contract between the client (also known as member) and KurlCulture KC (also known as KCKC). KurlCulture KC-Kurlie Collective rights and benefits are to begin when a member has physically signed the form of the terms and conditions and has purchased a membership and have paid the enrollment fee.

A Membership at KurlCulture KC entitles each member to a variety of benefits limited to its tier only. KurlCulture KC reserves the right to change terms and conditions, adopt additional rules, adjust regulations, alter policies and prices, modify procedures, and or terminate Memberships at any time.

Changes to the membership programs by KCKC can take place at any time without a prior notice. By participating in this membership program, the member agrees to these terms and conditions, rules, and regulations. Members are responsible for remaining knowledgeable about KCKC's terms and conditions.

# **Membership Tiers:**

ALL MEMBERSHIPS: All members in each membership will receive a pink team Kurlie polo upon enrollment, receive 10% off 2 products per month, receive one complimentary ticket to one kurlie event per year, and all members incur an annual non-refundable enrollment fee to cover system access, secure auto billing, and access to exclusive KurlCulture KC benefits.

Credit cards on file incur a 3% processing fee.

### Circle ONE

Tier 1:

Kurlie Essentials: \$249.99 per month (\$250 - \$355 Value)

**Annual Enrollment Fee: \$42.50** 

- 1 appointment- any natural style
- 1 restorative hair treatment
- 1 scalp scrub
- 1 trim
- Or mini twist only passed shoulders results in additional charge- When selecting mini twist, treatments and trim are not to be included.
- Stitch braids- up to 4 braids only.

#### Tier 2:

Kurlie Luxe: \$359.99 per month (\$365 - \$445 Value)

## **Annual Enrollment Fee: \$50**

- 2 appointments-any natural style (stitch braids-4 only can be chosen only once, not back to back)
- 1 restorative treatment
- 1 scalp scrub,
- 1 trim
- Or mini twist only passed shoulders results in additional charge- When selecting mini
  twist, this will be the only appointment for the month and treatments and trim are to be
  included.
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#### Tier 3:

Kurlie Reset 1: \$389.99 per month

#### **Annual Enrollment Fee: \$56**

- 2 appointments- any natural style (stitch braids-4 only vary based on scalp condition and can be chosen only once, not back to back, NO mini twists)
- 2 specialized scalp care treatments
- 1 restorative treatment
- 1 trim
- Mini twist passed shoulders results in additional charge- When selecting mini twist, this will be the only appointment for the month and treatments and trim are to be included.

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#### Tier 4:

# Kurlie Reset 2: \$489.99 per month

#### **Annual Enrollment Fee: \$65**

- 3 appointments- any natural style (stitch braids vary based on scalp condition and can be chosen only once, not back to back, NO mini twists)
- 3 specialized scalp care treatments
- 2 restorative treatments
- 1 trim

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### **Membership Startup & Expense**

The KCKC Kurly Collective is a monthly membership with 4 individual tiers and 4 individual set prices. There is an additional "annual enrollment fee" due upon signing up based on the desired tier program. This annual enrollment fee renews on January 1st of every year for every active member. This fee covers system access, automated billing, and exclusive membership benefits.

The first months, monthly membership fee and annual enrollment fee is due at the time of enrollment with a card saved on file. Once a membership is purchased, the monthly fee will be charged automatically and approximately on or around the day of the month that the membership was purchased.

The membership period runs from the 1st through the 30th of each month regardless of the date your Membership payment is withdrawn. Keep this in mind when enrolling, as appointments do not roll over and the membership fee is not waived for unused services.

The Member agrees and understands that the Member's credit card will automatically be charged the appropriate monthly fee for the Member's Membership fee, enrollment fee, and annual membership fee on or approximately on the day of the month the membership was created, also known as, billing date. It is the responsibility of the member to update KCKC of any changes to the billing information.

Late or declined payments will result in a \$25 late payment fee. In the event of nonpayment, members declining to clear any outstanding balances may face service restrictions, risk termination, and potential legal consequences.

Bonus: Pay for the first 3 months of your membership in advance and you'll receive a FREE KurlCulture KC hoodie. Pay for the first 6 months of your membership in advance, and you'll receive a FREE KurlCulture KC hoodie or T-shirt and have your 1st enrollment fee waived.

#### Gratuities:

An additional gratuity is automatically charged to the card on file per appointment for each member. Additional gratuity may be added any time at member's discretion. **Initial one**.

Amount 1: \$10 <sub>.</sub>	
Amount 2: \$15	
Amount 3: \$20	
Amount 4: \$25	

# **Credit Card Surcharge Disclosure**

KurlCulture KC applies a credit card surcharge of 3% on all transactions paid with a credit card, including recurring monthly membership payments, retail purchases, and service charges. This surcharge: Applies only to credit card transactions. It does not apply to debit cards, cash, Zelle, gift cards, or other non-credit payment methods. Surcharge will appear as a separate line item on your receipt labeled "Credit Card Surcharge" and is automatically added at the time of payment processing.

By enrolling in a KurlCulture KC membership and storing a credit card on file, you authorize KurlCulture KC to apply the applicable credit card surcharge to all eligible transactions in accordance with payment-network regulations and state law.

If your monthly membership dues are billed to a credit card on file, the surcharge will be automatically applied to each recurring transaction. Clients are responsible for maintaining a valid payment method to avoid declined payments or service interruptions.

KurlCulture KC enforces credit card surcharging in full compliance with applicable state laws and credit-card network regulations. Surcharge amounts will never exceed the cost of credit-card acceptance.

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No other discount can be used with the KCKC Membership packages. Membership benefits are non transferable and can only be used by the Member on file. Members unused appointments cannot transfer over to the following month. **Unused benefits cannot be refunded and cannot receive any form of credit to use at a later date.** To redeem membership services, membership must be current and active at all times. In the case of a declined or late payment, a \$25 late fee will automatically be applied.

In the event of nonpayment, members declining to clear any outstanding balances may face service restrictions, risk termination, and potential legal consequences.

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#### **Membership Communication**

Members agree that it is solely the members responsibility to keep their appointments current and accurate with 24 hour access to their own personal client portal. All members agree to create a client portal with username being the email used on file and private password. If members need to communicate with KCKC all personal and requested changes to their membership may be requested via call or text: 816.299.1466 or via email: <a href="mailto:info@kurlculturekc.com">info@kurlculturekc.com</a>. However it is the full responsibility of the member to ensure all modifications are made according to agreed deadlines by accessing their client portal. Members agree to not use social media or any other external social media channels to communicate with KCKC regarding their membership. KCKC may use the channels

provided to communicate with Members about account status, membership changes, altered policies, special offers, promotions or other matters pertaining to what KCKC believes to be of interest to the member. Members agree to allow KCKC at least 48 hours to respond to all requests made via email, call, or text.

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# **Membership Appointment Booking & Arrival**

Members receive a notification via email for all scheduled appointments 72 hours prior to scheduled appointment. Members are able to schedule appointments online or through our app:MeGO-byMeevo. Members may also schedule appointments in the salon if salon availability allows. Members are responsible for keeping up with scheduled appointments visible in their client portal, email, and text notifications. Members agree to be opted in text and email marketing to be able to receive important information pertaining to their membership.

Members are permitted to schedule 3, 6, or 9 appointments in advance depending on their membership tier. All appointments must precisely match the requested services for the designated date. No service changes allowed within 48 hours of scheduled appointment time. Members are required to schedule, reschedule, and cancel appointments online through their 24 hour access client portal.

Members agree to be on time to all appointments. A 5-minute grace period is granted occasionally for late arrivals. After 2 consecutive late arrivals a \$10 late fee is applied for every subsequent 5 minutes. If 15 minutes late, the appointment may be canceled and charged the full service cost or altered based on KCKC team members discretion. In the event the appointment is canceled due to a member being late, a 100% service charge of the original service cost will be automatically applied.

In the event of nonpayment, members declining to clear any outstanding balances may face service restrictions, risk termination, and potential legal consequences.

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# Membership Rescheduling, & Cancellation

Members can reschedule, cancel, and reschedule appointments, provided it is done 48 hours before the original scheduled appointment time. Members have access to reschedule, cancel, and reschedule appointments through their online client portal and the app MeGo. No Exceptions. All rescheduled appointments are subject to availability. In the event that there is no availability to reschedule, you may be added on the waitlist. In the event that

no openings become available the appointment will be forfeited. For this purpose, ensure you're confident in your availability before scheduling a time slot.

Members may cancel appointments with a minimum 48-hours' notice before scheduled appointment time to prevent accruing extra charges. Members must cancel, reschedule, and schedule all appointments when outside of the salon through their client portal. Failure to cancel an appointment 24-48 hours before the scheduled appointment time will result in a 50% service charge, automatically applied based on the original service cost. Canceling an appointment 0-24 hours of scheduled appointment time will result in a 100% service charge automatically applied based on the original service cost. In the event of nonpayment, members declining to clear any outstanding balances may face service restrictions, risk termination, and potential legal consequences.

In the event that earlier or later availability becomes available, KCKC may reach out to reschedule a member's appointment. Members have the option to decline KCKC's request for rescheduling. If a member agrees to the new date and/ or time, they are responsible for attending the newly scheduled appointment and adhering to that commitment as well as all membership policies.

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### Membership Freeze

Members may pause or freeze their Membership after a 3 months commitment has been completed. During a membership freeze a nominal fee of \$25 per monthly freeze will automatically be applied as a deposit to maintain appointments. During membership freeze, members will forfeit all other membership associated benefits. To freeze membership, it is the responsibility of the Members to notify KCKC at least 14 days prior to the billing date with the freeze term. The Member's card will not be charged for the next billing period and the terms applicable to the frozen Membership will apply.

Members are permitted up to a 2 term freeze per year. The freeze term is one single month of 30 days. The freeze term will begin on the 1st of the month and end on the 31st of the same month. Membership will automatically unfreeze, and Members will automatically be charged on or approximately on the membership's billing date. To extend your freeze, members must request an additional freeze term at least 14-days prior to billing date. Once the requested freeze term is complete, Failing to meet the 14-day notice period to extend your freeze will result in membership freeze requests being rejected and the full membership cost for the upcoming month will be applied. No exceptions. The Member agrees and understands that the Member's credit card will automatically be charged the appropriate monthly fee for the Member's Membership during the freeze and once the Membership freeze is complete.

Members must freeze Memberships via phone by text, call, or email only. To freeze your membership please provide your full name, phone number, and the billing date you'd like to

freeze your membership. Unused Membership benefits cannot be redeemed. In the event of nonpayment, members declining to clear any outstanding balances may face service restrictions and potential legal consequences.

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# **Membership Termination**

The Kurlie Collectives program has a 3-month guarantee commitment. The Member has a 7-day notice period to terminate without a penalty. If the Member terminates their membership before the 7-day grace period, the Member will be refunded the difference from the scheduled services of the initial appointment the membership was created on. After the 7 days, Members cannot terminate their membership until after the first 3 months are complete. To terminate your membership please provide your full name, phone number, and the date you'd like to terminate your membership. Members agree that Memberships must be terminated via text, email, or by a written statement only.

Unused Membership benefits cannot be redeemed. Terminating your membership before completing the 3-month commitment will result in one full payment of the remaining balance for the remaining membership months. After the 3 month commitment is complete, the member will be eligible to terminate their membership. It is the responsibility of the Member to notify KCKC of termination 14 days prior to the billing date. If KurlCulture KC terminates a membership prior to the 14-day notice period, either by members request or by KCKC discretion, the Member's card will not be charged for the next billing period and the terms applicable to the canceled Membership will apply. Terminating your membership after the 14-day notice period will result in a nominal late termination fee equivalent to 50% of the regular membership cost. The Member agrees and understands that the Member's credit card will automatically be charged the appropriate monthly fee for the Member's Membership balance.

In the event of nonpayment, members declining to clear any outstanding balances may face service restrictions and potential legal consequences.

On the date of termination, past members will forfeit all membership associated benefits. To reinstate your membership, you will undergo a new enrollment process for the new selected membership. **Members agree that Memberships must be terminated via text, email, or by a written statement only.** 

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# **Payment Authorization**

Members agree that a new contract must be edited and signed for any changes in membership.

Members agree that Membership fees will recur monthly, automatically, and approximately on the same day the original purchase was made, also known as billing date, until canceled by the Member or KCKC. Members agree that by proceeding with the KurlCulture KC Kurlie Collectives Membership contract that the member acknowledges, understands, and agrees with a written signature the terms and conditions in its entirety from pages 1-7.

For questions about these terms, conditions, and agreements, you may contact KurlCulture KC at kurlculturekc@gmail.com or contact the salon (816)299-1466.