

MEMBERSHIP TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of www.SummersANDFall.com (the "Site"). This Site is owned and operated by SummersANDFall LLC. This Site is a www.summersandfall.com. By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY

The VIP Membership ("VIP Client Membership") is a loyalty program offered by SummersANDFall LLC ("SummersANDFall Salon") to its most valued customers of SummersANDFall goods and services. These terms and conditions form the agreement between each customer that participates in VIP Client Membership (known as a "Member") and SummersANDFall with respect to VIP Client Membership. SummersANDFall reserves the right to change these terms and conditions or to adopt additional rules, regulations, policies, or procedures ("Related Rules") affecting VIP Client Membership and to terminate VIP Client Membership or a Member's membership in VIP Client Membership at any time for any reason without prior written notice. By participating in VIP Client Membership, Member agrees to these terms and conditions and Related Rules. Each Member is responsible for remaining knowledgeable about VIP Client Membership terms and conditions and Related Rules, which can be found at <https://summersandfall.com/vip-clients>. Members agree to pay a monthly fee to participate in VIP Client Membership. Prices can be found at <https://summersandfall.com/vip-clients>. Memberships in VIP Client Membership entitles each Member to a variety of benefits, including the following:

VIP Student \$125/Month offers 3 Blowouts 15% off - In-store products \$25 off Additional services 1 Free - Add on (per month) 10% off - Nail Services* Student ID Required*

VIP Beauty \$200/Month offers 5 Blowouts (NEW)! 10% off - In-store products \$25 off - Additional Blowouts \$15 off - Additional Hair Services 1 Free - Birthday Blowout 1 Free - Birthday Product 2 Free - Add ons (per month) 50% off - Haircuts 15% off - color services 10% off - Nail Services * + Share w/ a friend

VIP Professional \$98/Month offers 2 Blowouts 10% off - In-store products \$20 off - Additional Blowouts \$15 off - Additional Hair Services 1 Free - Birthday Blowout 1 Free - Add on (per month).

Gratuities on services are not included in the monthly price. Discounts on products and tools apply to in-store purchases only. Discounts and membership blowouts are non-transferrable and can only be used by Member. To redeem membership blowouts and/or discounts, Members must provide their name and identify themselves as a VIP Membership. Any attempt to transfer benefits under VIP Memberships may result in automatic cancellation of membership. SummersANDFall reserves the right to request proper identification from a Member before providing discounts or blowouts under VIP Membership.

In order to receive a complimentary birthday blowout, Member must provide date of birth when signing up. Birthday blowouts may be redeemed 5 days before, on the day of, or 5 days after the Member's birthday. Birthday blowouts not used during this time will expire. Members also agree to allow SummersANDFall to communicate via mail, email, phone (including text messages), external websites and various other channels. SummersANDFall may use these channels to communicate with Member about account status, program changes, Related Rules, special offers or promotions, or other matters SummersANDFall believes may be of interest to Member. VIP Memberships can be cancelled at any time, without penalty. Memberships must be cancelled in-store or via email on our Contact page.

To cancel your membership, please send your name, phone, email and the date you'd like to cancel via email on our contact us page. Unused blowouts "rollover" month-to-month and never expire during membership. Unused blowouts, add-ons and discounts have no cash value. Any unused blowouts must be redeemed within 90 days of membership cancellation or they will expire forever. Member is not entitled to redeem unused blowouts, add-ons or discounts for cash or store credit and Member is not entitled to a refund for any unused blowouts, add-ons or discounts at any time during membership or upon cancellation. The membership fees will recur monthly until cancelled by the member. Each Member agrees and understands that the Member's credit card will automatically be charged the applicable monthly fee for the Member's membership level. It is each Member's responsibility to keep SummersANDFall informed of accurate billing information.

A new form must be completed for any changes in billing information. The monthly fee will be charged automatically and approximately on the same day of the month that the original purchase was made. If SummersANDFall terminates VIP Membership or a Member's membership in VIP Membership, the Member's credit card will not be charged for the next billing period and the terms applicable to cancel memberships will apply. For questions about these terms and conditions, you may contact SummersANDFall Salon 1014 Larkin ST San Francisco CA 94109 OR email at Salon@SummersANDFall.com

Payment Authorization: Membership blowouts are non-transferrable. Memberships may be cancelled at any time, without any penalty. Memberships must be cancelled in-store or via email on our Contact Us page. Any unused blowouts must be redeemed within 90 days of membership cancellation or they will expire. A new form must be completed for any changes in billing information. The membership fees will recur monthly until cancelled by the member. The monthly fee will be charged automatically and approximately on the same day of the month that the original purchase was made. If a member upgrades the member's membership level, any unused blowouts will roll over to the upgraded membership and the new monthly membership fee will be charged automatically to the authorized credit card and approximately on the same day of the month that the member purchased the upgraded membership.

Membership Agreement: Any unused blowouts must be redeemed within 90 days of membership cancellation or they will expire forever. If a member upgrades the member's membership level, any unused blowouts at the time of the upgrade will roll over to the upgraded membership.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument. If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Consumer Protection Law

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

Limitation of Liability

SummersANDFall LLC and our directors, officers, agents, employees, subsidiaries, and

affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless SummersANDFall LLC and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the State of California.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and SummersANDFall LLC are unable to resolve any dispute through informal discussion, then you and SummersANDFall LLC agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and SummersANDFall LLC. The costs of any mediation or arbitration will be shared equally between you and SummersANDFall LLC.

Notwithstanding any other provision in these Terms and Conditions, you and SummersANDFall LLC agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

(415) 829-2125

Info@summersandfall.com

1014 Larkin St, San Francisco CA 94109

You can also contact us through the feedback form available on our Site.

Effective Date: November 15TH 2021