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**INDEPENDENTLY OWNED AND OPERATED LOCATIONS**

EACH ALPHAMALE NAIL CARE SERVICES LLC (“AMNC LLC) LOCATION IS INDEPENDENTLY OWNED AND OPERATED AND MEMBERSHIP AGREEMENTS AND WELLNESS AGREEMENTS ARE WITH THE PERSON OR ENTITY THAT OWNS THE LOCATION (REFERRED TO IN THESE TERMS AS THE “OWNER”).

AT NO TIME SHALL YOU HAVE A RIGHT TO, NOR SHALL YOU, ASSERT OR BRING ANY CLAIM, DEMAND, OR LEGAL ACTION AGAINST ANY AMNC AFFILIATES RELATING TO YOUR MEMBERSHIP OR WELLNESS AGREEMENT OR THE SERVICES PROVIDED UNDER THE AGREEMENT.

## **MEMBERSHIP PLAN RENEWALS, CHANGES AND CANCELLATIONS:**

### Automatic Renewal:

All first-time enrollees monthly membership plans are required to be enforced for an initial 3 months. Monthly membership plans are paid by monthly automatic electronic payment (credit card, debit card, or automatic checking account draft). Monthly memberships will automatically renew each month at the same payment terms and billing date established at time of enrollment AND can be changed after 1 month’s payment. Any changes to plan, or cancellation must be received 30 days in advance of next billing cycle or plan expiration date. It is the members responsibility to monitor membership expiration and renewal dates.

### Membership Cancellation:

Month-to-Month plans and memberships can be canceled at any time, however all cancellation requests must be submitted via our [Cancellation Request Form](https://www.alphamalenailcare.com/membership-cancellation-request-for) and received thirty (30) days prior to your credit/debit card processing date. All plans and monthly memberships require a minimum of 30 days written notice prior to next billing date to assure cancellation of automatic payments. Cancellation requests submitted within the 30 day billing cycle will result in a final payment drawn from your account on your established auto draft date. Once final payment has been drawn from your account, clients will have 30 days from the last bill date to use services. It is your responsibility to provide written notice 30 days in advance of your next billing date. There will be no refund issued once a payment has been charged to your credit card.

**MEMBERSHIP PRICE CHANGES**

Following the initial 3 MONTH term of your membership or Wellness Agreement, AMNC will give you 45 days’ advance written notice of any increase in the monthly payment (or membership dues) under your membership or Wellness agreement to your email address on record with AMNC or to your last physical address known to AMNC and such notice shall be effective on the date sent.

**SERVICE DETAILS AND REQUIREMENTS**

To the best of AMNC’s knowledge, only professional nail technicians, massage therapists, estheticians, barbers and wellness practitioners who comply with state, city, and/or local licensing or certification requirements are hired by AMNC. Ask the AMNC location if you would like to see a practitioner’s license or certification. You understand that the services AMNC provides are not a replacement for medical care, should not be construed as a substitute for medical examination, diagnosis, or treatment, that no medical diagnosis will be made, and that you should see a medical provider for any medical issues you may have. It is your responsibility to inform the AMNC location of any pre-existing conditions, limitations, or specific sensitivities.

If you do experience discomfort or pain or are uncomfortable for any reason during a service, you agree to immediately ask the nail technician to adjust the technique, manipulation, pressure, heat, or environment (or, if you prefer, you can ask the nail technician to end the service at any time). If you have any concerns about your nail technician; you agree to bring it to the attention of the AMNC location rendering the service immediately following your service. Inappropriate or illegal conduct will not be tolerated in any manner. AMNC may, in its sole discretion, refuse or discontinue a service if it determines such service may be unsafe or cause discomfort for you or if you engage in any inappropriate conduct as determined by the Owners in its sole discretion.

### MEMBERSHIP HELP

If you have questions or concerns regarding your membership, you may contact either the Owner or the Manager at the originating location.

**OTHER TERMS AND CONDITIONS**

AMNC reserves the right to terminate or refuse to renew your agreement for any reason not prohibited by law including, but not limited to, an unsatisfactory payment history. AMNC reserves the right to collect at any time any delinquent or outstanding balance(s) that has not been paid for any services provided or monthly payments owed. For purposes of identification and billing, you agree to provide AMNC with current, accurate, complete, and updated information including your name, address, telephone number, and applicable payment data. You agree to notify AMNC promptly of any changes in your information, including your payment data.

Your rights or obligations under the membership or Wellness Agreement cannot be assigned by you to anyone else without AMNC’s prior written consent. In the event of AMNC’s closure of their independently owned and operated location, you will be directed to another Alphamale Nail Care Service location. The invalidity or unenforceability of any provision of your membership or Wellness Agreement shall not affect the validity or enforceability of any other provision of the agreement, which shall remain in full force and effect. You or any other individual may obtain access to and purchase any and all services offered by AMNC without entering into an agreement, and you understand that your membership or Wellness Agreement only entitles you to the benefits set forth therein.

THESE TERMS AND CONDITIONS MAY BE MODIFIED AND APPLY AT EACH VISIT TO ANY INDEPENDENTLY OWNED AND OPERATED ALPHAMALE NAIL CARE SERVICES LOCATION.