

## **Membership Agreement**

This Agreement governs your membership in the ConciergeAutoSpa/BikiniBabesCarwash communities, allowing you access to membership services provided by the websites located at ConciergeAutoSpa.com and/or BikiniBabesCarwash.com (the "Website"). This Agreement is in addition to the Terms of Service and Privacy Policy applicable to the Websites.

Access and use of membership services of the Websites are provided to you on condition you accept the terms and conditions of this Agreement and the Terms of Service and by accessing or using the membership services of the Website, you agree to the terms and conditions of this Agreement and the Terms of Service. In the event of any inconsistency between this Agreement and the Terms of Service, the terms of this Membership Agreement shall govern.

The Website reserves the right to change or modify all or any part of this Agreement at any time, effective immediately upon notice published on the Website. Your continued use of the membership services of the Website after such notice constitutes your binding acceptance of the terms and conditions in this Membership Agreement.

### **Dues**

You agree that your monthly membership dues will be billed to the credit card you used when joining and that you are an authorized user of said credit card and that you are legally responsible for said membership dues payment.

### **Use of Content**

You acknowledge that the Website contains or may contain information, software, photographs, illustrations, audio files, video files, animations, flash files, data files, code snippets and other material (collectively, "Content") which is protected by copyright, trademark or proprietary rights of ConciergeAutoSpa.com and/or BikiniBabesCarwash.com

You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, reverse engineer or in any way exploit any of the Content, in whole or in part, except as otherwise expressly permitted in this Membership Agreement and any other agreement entered into at the time such Content was downloaded.

### **Account Security**

In consideration of your use of the Website, you agree to: (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Website ("Registration Data"); (b) maintain and promptly update the Registration Data, and any other information you provide to Website, to keep it accurate, current and complete; (c) maintain the security of your password and identification; (d) ensure that you exit from your account at the end of each session; (e) notify Website immediately of any unauthorized use of your account or other breach of security; (f) accept all responsibility for any and all activities that occur under your account; and (g) accept all risks of unauthorized access to the Registration Data and any other information you provide to Website.

## **Rules of Conduct**

You agree that you will not use the Website for any purpose that is unlawful or not permitted by this Agreement. You agree that when communicating via the Website, you shall not do any of the following: Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others. Publish, post, distribute or disseminate any defamatory, infringing, obscene, pornographic, sexual, indecent or unlawful material or information. Upload or otherwise transfer files that contain viruses, corrupted files or any other similar software or programs that may damage or inhibit the operation of another computer. Use any communications or Licensed Content or other information obtained through the Website in a manner that is competitive with the Website or its business.

You acknowledge that Forums and Comments Threads are public and not private communications. Further, you acknowledge that no communication of a third party is endorsed by Website and no communication of a third party may be considered reviewed, screened or approved by Website. Website reserves the right for any reason to remove without notice any communication or other material posted to the Website.

You also agree not to use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use of the Website. Website does not and cannot review all communications uploaded and is not responsible for the content of such communications. Notwithstanding, Website reserves the right to delete, move or edit any communication that it may determine, in its sole discretion, violates or may violate this Membership Agreement or is otherwise unacceptable. You shall remain solely responsible for all communications made under Member Name.

## **Confidential Information**

You acknowledge that the Confidential Information you obtain through the entering into of this Membership Agreement and the use of the Website constitutes valuable, confidential, proprietary information of ConciergeAutoSpa.com and/or BikiniBabesCarwash.com, and you agree that during the term of this Membership Agreement and thereafter you shall not, without the express written consent of both Websites, use or disclose to any other person any such Confidential Information, except as specifically authorized under this Membership Agreement or as required by applicable law. For the purposes of this Membership Agreement, "Confidential Information" means any and all data, information, documents, software or materials relating to the business and management of ConciergeAutoSpa.com and/or BikiniBabesCarwash.com, its members or licensees, that is designated as confidential or reasonably to be considered confidential, including but not limited to: their business model and operations, processes, products, designs, pricing, promotions, business plans, business opportunities, finances, research, development, know-how, trade-secrets, training materials, personnel, clients, methodologies, Website content belonging to others and other intellectual property.

## **Indemnity**

You agree to indemnify, defend and hold ConciergeAutoSpa.com and/or BikiniBabesCarwash.com, and its directors, officers, employees, shareholders, partners and agents harmless from and against any and all claims, liability, losses, costs and expenses (including lawyers' fees on a solicitor and client basis) incurred in connection with: (i) any use or alleged use of the Website under your Member Name by any person, whether or not authorized by you; (ii) or resulting from any communication made under your Member Name; or (iii) any breach by you of this Membership Agreement. Website reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to

indemnification by you, and in such case, you agree to cooperate with Website defense of such claim.

### **Term and Termination**

This Membership Agreement is effective until terminated. You may terminate this Membership Agreement at any time by emailing Website support or by such means of written notice which enables confirmation of your identity and your intention to terminate. Website reserves the right, in its sole discretion, to restrict, suspend or terminate your right to access the membership services of the Website at any time for any reason without prior notice or liability. Website may change, suspend or discontinue all or any aspect of the Website at any time, including availability of any feature, database, or Content, without notice or liability. Termination of this Membership Agreement does not relieve you of your responsibilities to pay any amounts due to Website under this Agreement.

### **DISCLAIMER**

THE WEBSITE, INCLUDING ANY CONTENT CONTAINED THEREIN, ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

### **LIABILITY**

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE WEBSITE INCLUDING WITHOUT LIMITATION ANY OF THE CONTENT OR INFORMATION CONTAINED THEREIN. IN NO EVENT SHALL WEBSITE OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, LICENSORS OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS MEMBERSHIP AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE WEBSITE, THE CONTENT OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WEBSITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN ANY EVENT, WEBSITES TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS MEMBERSHIP AGREEMENT OR IN RESPECT OF THE USE OR EXPLOITATION OF ANY OR ALL PART OF THE SITE OR THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO ONE MONTH'S EQUIVALENT OF YOUR WEBSITE MEMBERSHIP DUES.

### **Age and Responsibility**

You represent and warrant that you are of sufficient legal age to use the Website and to create binding legal obligations for any liability you may incur as a result of the use of the Website.

## **Applicable law**

This Agreement will be governed under the laws of the State of North Carolina and federal laws of the United States of America. If Website is obligated to enforce any of its rights, or to collect any fees, you agree to reimburse Website for its legal fees, costs and disbursements.

## **General**

You specifically agree and acknowledge that you have, in addition to the terms of this Membership Agreement, reviewed any other agreements referenced, and to the extent of their incorporation herein you agree to be bound by them. Websites failure to insist upon or enforce strict performance of any provision of this Membership Agreement shall not be construed as a waiver of any provision or right. If any part of this Membership Agreement is deemed invalid or unenforceable the remainder will continue to be valid and enforceable. This Agreement is personal to you and is not assignable by you without Websites written consent. Website may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.

## **Acknowledgment**

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS MEMBERSHIP AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND ConciergeAutoSpa.com and/or BikiniBabesCarwash.com, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND WEBSITE RELATING TO THIS MEMBERSHIP AGREEMENT.