



## General Membership

1. Muse Paintbar ("Muse") offers customers a frequent customer program ("Muse Rewards"): The Muse Rewards Program. These Terms and Conditions govern the Rewards Program and Muse's relationship with members of the Rewards Program ("Members," individually, a "Member" or "You"). Membership in the Muse Rewards program is subject to the rules set forth below, and these rules apply universally to the Muse Rewards program unless specifically indicated otherwise, and supersede all previous rules. By opening a Muse Rewards account ("Account") to earn or redeem Muse Rewards points, You agree that:
  - (a) You have read, understood and accepted these Program Rules; and
  - (b) You consent to Muse processing data that is personal to You, in accordance with Muse's policy.
2. As described in more detail below, Members may earn Points, the currency of the Rewards Programs, for each eligible reservation at a participating studio location. Participation in the Rewards Program is subject to the Program Rules, rules, regulations, policies and procedures that Muse may, in its discretion, adapt from time to time. Muse may amend the Program Rules at any time without notice. Muse has the sole discretion to interpret and apply the Program Rules.
3. The accumulation of points is subject to the Program Rules. Each Rewards Program Member is responsible for reading the Program Rules, newsletters, and Account statements in order to understand his or her rights, responsibilities, and status in the Rewards Program, as well as the structure for earning rewards ("Rewards", individually, a "Reward").
4. The Rewards structure is subject to modification, cancellation, or limitation at Muse's discretion, with or without notice. The number of Points required to redeem any Reward may be substantially increased, any Reward may be withdrawn, and restrictions on any Reward or reward redemption ("Reward Redemption") may be imposed at any time.

5. Muse has the right to change, limit, modify or cancel the Rewards Program Rules, Rewards and reward levels at any time, with or without notice, even though such changes may affect the value of Points, or the ability to obtain certain Rewards. Muse may, among other things: a) increase or decrease the number of Points received for a reservation or required for a Reward; b) withdraw, limit, modify or cancel any Reward; c) add blackout dates, limit reservations available for any Reward at any participating location or otherwise restrict the continued availability of Rewards; d) change program benefits, locations served by Muse, conditions of participation, rules for earning, redeeming, retaining or forfeiting points, or rules governing the use of Rewards; e) change or cancel its Rewards. In accumulating points, Members may not rely upon the continued availability of any Reward or Reward level, category or tier.
6. Additionally, Muse has the right to terminate the Rewards Program by providing written notice via email to its Members 90 days in advance of Rewards Program termination. In that event, the right to earn points and redeem Rewards may end 90 days after notification, no matter the extent of Member participation in the Rewards Program. Muse may terminate the Rewards Program earlier in whole or in part in any jurisdiction(s) if required to do so by applicable law.
7. After applying to the Rewards Program, a Rewards Account will be opened and linked via email address to each applicant. A Rewards Account will then be opened and eligible to earn Rewards Program points.
8. REWARDS EXPIRATION POLICY: Members must remain active in the Rewards Programs to retain points they accumulate. If a Member is not active for 12 consecutive months, that Member will forfeit all accumulated Points. Members can remain active in the Rewards Programs and retain accumulated points by earning points in the Rewards Programs, redeeming points in the Rewards Programs or logging into their Rewards Dashboard at least once every 12 months, subject to the exceptions described below.

If a Member does not maintain an active status for five consecutive years, the Member's account may be deactivated. Once points have been forfeited, the points cannot be reinstated, but a Member can earn new points, unless that Member's account is deactivated too.

- i. Rewards redeemed by a Member prior to point forfeiture are still valid even though the Reward may not have been fulfilled at the time of point forfeiture.
9. Rewards Program points and Rewards earned through participating in the Rewards Program may be subject to tax liability. Any tax liability, including disclosure, connected with the receipt or use of Rewards Program points or Rewards or is the sole responsibility of the Member.
10. Members may earn points and may redeem points online through the Muse Paintbar website ([www.musepaintbar.com](http://www.musepaintbar.com))
11. Muse reserves the right to reject applications for Rewards Accounts, to revoke, cancel or suspend any Rewards Program Membership, Reward, and/or any and all unredeemed points, or take other action at its discretion, at any time with immediate effect and without written notice or liability to any Member, if Muse believes: (a) the Member has (1) violated any of the Program Rules, (2) failed to pay any bills or accounts due to Muse or a participating studio, (3) acted in a manner inconsistent with applicable law, regulations or ordinances, (4) engaged in any misconduct or wrongdoing in connection with the Rewards Program, including without limitation, involving point credit, Reward use, or Member benefits, or (5) engaged in abusive, fraudulent, inappropriate, or hostile conduct in connection with the Rewards Program, the participating studio locations or their guests or employees, or Muse or its employees; or (b) Muse's provision of the Rewards Program and/or any associated benefits (including but not limited to points) to Member may violate any applicable laws to which Muse is subject from time to time.
12. Nothing in these Program Rules will limit Muse from exercising any legal rights or remedies that it may have.
13. Membership in the Rewards Program, the awarding of points and the redemption of Rewards Program Vouchers are automatically void where prohibited by applicable law.
14. Members may be provided with the ability to use usernames, passwords, or other codes or devices to gain access to restricted portions ("access codes") of the [www.musepaintbar.com](http://www.musepaintbar.com) site (the "Web Site"). The content contained in such restricted areas is confidential to Musey, and is provided to the Member for his or her personal

use only. Muse reserves the right to prohibit the use of such access codes by the Member or on his or her behalf by third parties where Muse determines that such use interferes with the Web Site's operation or results in commercial benefits for other entities to the Muse's detriment.

15. The Muse Rewards Program is operated by Muse Paintbar LLC.
16. Muse has the sole discretion to interpret and apply the Program Rules, and all questions or disputes regarding these Program Rules will be resolved by Muse in its sole discretion.

#### Conditions of Enrollment

1. Only individuals are eligible for Rewards Program membership, and each individual may maintain only one Rewards Account. Corporations, groups and/or associated entities cannot enroll as Rewards Program Members.
2. Accrued points do not constitute property of the Member. Points accrued by a Rewards Program Member are for the Member's benefit only and may not be transferred to anyone. Points are not transferable to another person for any reason, including divorce or inheritance. Any points which Muse deems in its sole discretion to have been transferred in violation of Rewards Program Terms and Conditions may be confiscated.
3. The information the Member provides to Muse when completing this application and redeeming points is processed in Muse's computer systems both in the country where the information has been collected and in Muse's computer systems in the United States. Communication of relevant information is important to administering the Rewards Program and providing the Member with the opportunity to maximize the benefits of Membership. We will only disclose Member information to: the Muse companies, person(s) authorized by the Member; fulfillment houses, email service providers and mail houses that process mail for such entities; and marketing companies that provide services to the Muse companies, in each case for the following purposes: 1) in order to better service the Membership Account and preferences by keeping the Member informed of Account status and activities through printed or electronic statements; 2) to assess entitlement to benefits; 3) to collect and process Member charges incurred in our facilities; 4) to offer the Member additional products and services; 5) to send periodic satisfaction or market research surveys; 6)

to offer the Member products or services from select reputable companies with whom we have a strategic relationship because we believe their offerings will be of interest to Member. In choosing to become a Rewards Program Member, the Member consents to receive all of the kinds of information described above.