

GLOWZONE MEMBERSHIP AGREEMENT

This agreement between you and GLOWZONE sets out the terms of monthly/yearly membership to the GLOWZONE park indicated above (the "Membership Park") and set forth on your emailed confirmation receipt. As used in this agreement, "you" means the person who electronically signs this agreement below, and "Member" means each person you identify during the sign-up process to receive a membership pass. The minimum term of membership is 12 months (the "Minimum Term"). At the end of the Minimum Term, each Member's membership automatically will be renewed monthly as described in more detail below.

Membership Benefits: Each Member will receive all of the standard benefits of membership at the Membership Park in effect at any given time including, without limitation, unlimited admissions to the Membership Park **whenever it is open to the public**, lanyard, Food & Beverage discounts, Arcade Credit discounts, Birthday Party Package discount, Birthday gift and Parent or guest discount.

Payment Method and Authorization to Bill: During the sign-up process you must designate an available payment method you will use to pay amounts you owe under this agreement. That payment method (or any other available payment method you designate in the future) is referred to as your "Card" in this agreement. You authorize GLOWZONE (1) to charge your Card today for the first monthly payment for the memberships of all Members and related taxes and processing fees, and (2) to charge your Card each month/year thereafter for the monthly/yearly payment amount for the memberships of all Members and related taxes, for as long as the memberships are in effect. You also authorize GLOWZONE to charge your Card for all future fees and charges incurred by any Member under this agreement, including sales taxes and other government fees, Termination Fees, Deactivation Fees, and other amounts you are required to pay under this agreement. GLOWZONE will charge your Card on or about the same day each month as your initial sign-up (e.g., if you sign up for membership on the 10th of the month, your Card will be charged on or about the 10th of each month). The amount you owe is due and payable on the date we charge (or attempt to charge) your Card.

If the payment method you select is a debit card, the following paragraph applies to you.

DEBIT CARD PREAUTHORIZATION: You authorize GLOWZONE to charge your debit card each month as indicated above and in this section. The first amount we charge will be the amount of the monthly membership payments for all Members and related taxes and processing fees. In subsequent months, the amount we charge will be the amount of the monthly membership payments for all Members and related taxes. However, you also authorize GLOWZONE to charge any other amounts you owe under this agreement to your debit card. You are entitled to receive notice at least 10 days before your debit card is charged if the amount of the charge will be different than the amount of the monthly membership payments for all Members and related taxes; but by electronically signing this preauthorization, you choose to get this notice ONLY when the difference in the amount of the charge is more than \$10.00 times the number of memberships of all Members.

Your Responsibilities Under This Agreement: You are responsible for payment of your monthly membership payments and all other amounts you owe under this agreement. If GLOWZONE is unable to obtain payment the first time GLOWZONE attempts to charge your Card, GLOWZONE may attempt to charge repeatedly until payment in full is received. It is your responsibility to ensure that the Card you designate is valid at all times and has not expired. YOU ACKNOWLEDGE THAT, IF ANY PAYMENT BY CARD IS NOT COMPLETED (OR IS REVERSED) AT ANY TIME DURING THE TERM OF THIS AGREEMENT, YOUR MEMBERSHIP MAY BE SUSPENDED AND YOU MAY BE REFUSED ADMISSION TO THE MEMBERSHIP PARK OR ACCESS TO YOUR OTHER BENEFITS UNTIL THE AMOUNT YOU OWE IS PAID. You may change or update the Card you designate as your payment method at any time by contacting GLOWZONE directly at (702) 978-7790. Failure to use the membership or your member benefits does not relieve you of responsibility for payment. In addition, regardless of the number of times a membership pass is used, there are no refunds on amounts paid on any membership.

Minimum Term; Changes in the Price of Your Membership: The monthly membership payment will not change during the Minimum Term. You agree that GLOWZONE may change your monthly membership payments any time after the expiration of the Minimum Term. GLOWZONE will give you notice of any change in your monthly membership payments before the new payment amount goes into effect, by sending a notice to the email address you provide. If you do not wish to continue your membership at the new payment amount, you must cancel your membership as described in the Cancellation Procedure below. When the new payment amount goes into effect, GLOWZONE will charge your Card for the new monthly membership payments of all Members, unless you cancel according to the terms of this agreement. You acknowledge that your monthly membership payments may be different from others' monthly membership payments because of discounts or promotions offered to others for which you may not be eligible or which are not available at the time you sign up.

Automatic Renewal and Cancellation Procedure: Membership may not be cancelled during the Minimum Term. After the Minimum Term, your membership in this program automatically renews each month until you cancel it. If you want to cancel, you must give notice of cancellation at least 15 days prior to the date of the last membership payment you will make. (For example, if your membership payments are due on the 15th day of each month, and want your last membership payment to be made on April 15, you must cancel your membership no later than March 31.) Cancellation notices may not be submitted more than 60 days prior to the end of the Minimum Term. To give your cancellation notice, call into GLOWZONE at (702) 978-7790 and speak with a team member. You will receive a cancellation confirmation email within 24hrs. If email is not received, your membership has not been cancelled. Memberships may only be cancelled as described in this section.

Termination Fee. If the membership of any Member is cancelled prior to the end of the Minimum Term, you agree to pay a Termination Fee equal to the aggregate amount of the remaining monthly membership payments that would be due for that membership from the date of cancellation until the end of the Minimum Term. The Termination Fee will be charged to your Card. You are still required to pay all obligations incurred pursuant to your membership prior to the effective date of cancellation.

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Breach: YOU UNDERSTAND THAT YOU ARE NOT PERMITTED TO CANCEL YOUR MEMBERSHIP UNTIL THE END OF THE MINIMUM TERM. If funds available through your Card are not sufficient to cover any payment when due, you are responsible for providing GLOWZONE access to another acceptable payment method to pay the full amount due.

In the event GLOWZONE is unable to successfully charge your Card for monthly membership payments at the time they are due, membership will be suspended. If your membership is suspended, all Members' GLOWZONE membership passes will be deactivated and the Members will no longer have access to the Membership Park or any other GLOWZONE park. You agree to pay a Deactivation Fee of \$10.00 for each membership under your account, to defray the administrative costs incurred by GLOWZONE in connection with the suspension of membership and deactivation of membership passes. If within 30 days (before your next payment is due) you pay all monthly membership payments and other amounts that are due (including the Deactivation Fees) membership will be immediately reinstated.

If your account is in arrears for more than 30 days (after you miss two payments) and (1) the Minimum Term has not yet expired, then your memberships will be permanently cancelled and you must pay the Termination Fee plus costs (including reasonable attorney's fees) incurred by GLOWZONE in attempting to collect amounts due or otherwise enforcing this agreement, or (2) the Minimum Term has expired, then your memberships will be permanently cancelled and you will be billed for any amounts that are due plus any costs (including reasonable attorney's fees) incurred by GLOWZONE in attempting to collect amounts due or otherwise enforcing this agreement.

Revocation and Suspension: Your membership provides the Members with revocable benefits which may be changed or cancelled by GLOWZONE at any time without notice. Membership may be revoked for any reason, including but not limited to, if a Member uses a membership for commercial purposes, or engages in activity which GLOWZONE, in its sole discretion, deems improper, including without limitation fighting or rowdy behavior at GLOWZONE' properties. In the event of revocation, the memberships of some or all Members will be cancelled and you will pay a Termination Fee for each cancelled membership as described herein. If you or any Member is suspected of violating any provision of this agreement, any of the membership terms and conditions, or any other rules, regulations, or policies of GLOWZONE or GLOWZONE' properties, GLOWZONE may suspend the membership of such Member on a month to month basis subject to an investigation of the alleged violation. You will pay a \$10.00 Deactivation Fee for each membership under your account that is suspended. During the suspension GLOWZONE will continue to collect all monthly charges due under this agreement, including the monthly charges due for the membership that has been suspended. Upon conclusion of the investigation and depending upon the findings of such investigation, GLOWZONE may either reinstate the suspended membership or immediately cancel the membership of such Member and revoke the membership pass. In any event, GLOWZONE will continue to collect all charges due under this agreement as set forth herein. If your membership is revoked or suspended you will not be entitled to a refund of your security deposit for the specific memberships that are revoked or suspended.

Miscellaneous: You further agree that: (1) By providing information GLOWZONE requests, you agree that GLOWZONE may contact you via mail, phone or email to let you know about your account, offers and events; and you further agree that any debt collection agency or attorney hired by GLOWZONE may contact you by the same means in an effort to recover any unpaid portion of your obligation incurred hereunder; (2) GLOWZONE may transfer this agreement at any time, but you may not sell your membership or transfer this agreement; (3) GLOWZONE may delay or waive enforcement of any of the provisions of this agreement, including your promise to make timely payments, without losing its right to enforce the same or any other provision later; (4) you waive the right to receive notice of any waiver or delay or presentment, demand, protest or dishonor; (5) this agreement contains all of the agreements between the parties with respect to the subject matter of this agreement and may not be assigned by you; (6) should any term herein be deemed invalid or unenforceable, the remaining terms shall remain in full force and effect; and (7) you will send any legal notice or other notice or information that you are required by law to provide or deliver to GLOWZONE by first-class mail, or by recognized commercial overnight courier, to the following address: GLOWZONE Membership Support Center, 26565 Agoura Rd Suite 200, Calabasas CA 91302.

NOTICE TO BUYER: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT.

By signing below, you acknowledge that you are at least 18 years old and a resident of the United States. You acknowledge and agree that you have received, read, understand and agree to be bound by all the terms and conditions set forth in this agreement, and that all such terms were disclosed to you prior to signing.

I ACCEPT THE TERMS OF THIS AGREEMENT.

Printed Name: _____

Signature: _____ Today's Date: _____

Print Name of Members Included in this Agreement:

_____ Birthdate: _____

_____ Birthdate: _____

_____ Birthdate: _____

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By signing below, you acknowledge that you are at least 18 years old and a resident of the United States. You acknowledge and agree that you have received, read, understand and agree to be bound by all the terms and conditions set forth in this agreement, and that all such terms were disclosed to you prior to signing.

I ACCEPT THE TERMS OF THIS AGREEMENT.

Printed Name: _____

Signature: _____ Today's Date: _____

Print Name of Members Included in this Agreement:

_____ Birthdate: _____

_____ Birthdate: _____

_____ Birthdate: _____