

Cara B. Collective Terms of Use

By joining the Cara B. Collective (hereinafter the “Program”), you, the member (hereinafter “Member”) enters an agreement with Cara B. Design & Wellness (“Cara B.”) and agree to the following terms:

1. Membership Deliverables

The Program is a Rewards Program. Cara B. agrees to provide the content as promised on the Program webpage page, which includes:

- Reward points to Member as follows:
 - 30 points for creating an account on www.carabdesignandwellness.com
 - 1 point for each visitor referred to www.carabdesignandwellness.com ¹
 - 30 points for completing your first order on www.carabdesignandwellness.com
 - 5 points for each subsequent order on www.carabdesignandwellness.com, after first order
 - 3 points for reviewing a product on www.carabdesignandwellness.com ²
 - 1 point for each individual product purchased on www.carabdesignandwellness.com
 - 3 points for paying for a service (massage and/or facial) with a SpaWeek giftcard ³
 - 7.5 points for booking a massage and/or facial via ClassPass ⁴
 - 15 points for booking a massage or facial via online booking, email booking, text booking, or in person booking with Cara B. ⁵
 - 5 points for enrolling in a course available on www.carabdesignandwellness.com ⁶
 - 10 points for completing a course available on www.carabdesignandwellness.com ⁷
 - 50 points for reaching 5 product orders
 - 50 points for completing 5 massage and/or facial services
 - 3 bonus points for clicking on the link of the month available in Member’s account portal ⁸
 - 10 points for each member sign up referred to www.carabdesignandwellness.com ⁹
 - 10 points for each product sold via Member’s product referral link available in member’s account portal ¹⁰
 - 10 points for purchaser/referee (customer referred by Member via referral link) ¹¹

- 5 points for completing interactive activities on www.carabdesignandwellness.com ¹²
- Allow Member to earn a \$20 Cara B. Design & Wellness gift card once Member reaches 200 points
- Ability of Member to send points to other Members by transferring points from their balance to other Member ¹³
- Ability to purchase points using real currency (1 point=\$0.20) via PayPal or bank transfer¹⁴

2. Disclaimer

Cara B.'s Privacy Policy is hereby incorporated by reference into this agreement. Member understands that Cara B. will be providing points and other Program benefits to Member and that Cara B.'s obligations under this Agreement exist only while Member is actively registered in the Program. Cara B.'s obligations will cease once Member or Cara B. cancels Member's Program account.

Member understands that Cara B. is not providing one-on-one service on behalf of Student.

3. Payment

Membership in the Program is free of charge.

4. Cancellation

Member may cancel their membership in the Program at any time. Member understands that they will immediately lose all access to the Program including all points and benefits listed above.

Cara B. may cancel Member's Program account at any time for any reason.

Member may cancel their membership by clicking the cancel membership link provided in the Member's Program Account portal.

5. No Master Resell Rights. No Personal Label Rights.

Master Resell Rights and Personal Label Rights are not available for this membership. Member understands that no rights of reproduction are transferred by this Agreement. Member agrees not to create any derivative works of the content found in the Program.

6. Intellectual Property

Cara B. owns the rights to all content in the Program such as texts in the forms of guides, books, explanations and the like, as well as other graphics, logos, images, downloads, and other like materials. Member's participation in the Program does not transfer any intellectual property rights to Member. Cara B. grants Members a single-use, non-exclusive, non-transferable, revocable license to any and all Program content.

7. Force Majeure

Cara B. shall not be liable or responsible to Member, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Cara B. including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

8. Independent Contractor

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. Cara B. agrees only to provide Member with access to the Program, which provides entertainment and other benefits. The information contained in the Program, including any interactions with Cara B., is not intended as, and shall not be understood or construed as, professional advice.

9. Severability

If any provision of this Contract shall be declared invalid or unenforceable, such provision shall be deemed eliminated from this Contract, and all remaining provisions shall continue in full force and effect.

10. Liability

Member absolves Cara B. of any and all liability or loss Member may suffer or incur as a result of use of the Program and/or any information and resources contained in the Program. To the extent permitted by law, Member agrees that Cara B. shall not be liable to for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Program.

11. Warranty

Cara B. makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Program for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided “as is” without warranty or condition of any kind. Cara B. and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

12. Assignment

Member may not assign this Agreement without express written consent of Cara B.

13. Modification

Cara B. may modify terms of this agreement at any time. All modifications shall be posted on the Cara B. Design & Wellness website and Members shall be notified.

14. Indemnification

Member agrees to indemnify, defend, and hold harmless the Cara B., its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorneys’ fees) relating to or arising out of Member’s use of or inability to use the Program and related services, any user postings made by

Member, your violation of any terms of this Agreement or your violation of any rights of a third party, or Member's violation of any applicable laws, rules or regulations.

15. Dispute Resolution

Member expressly waives any and all claims, now or in the future, arising out of or relating to the Program. To the extent Member attempts to assert any such claim, Member hereby expressly agrees to present such claim only in the small claims courts in Montgomery County, PA.

Last Updated: 12/27/2024

Endnotes

1. IP addresses are counted 1 time, therefore referrer (Member) will only receive points for the initial link click. If referee clicks Member's affiliate link more than once, additional points will not be granted. Referrals are limited to 5 per day.
2. There is no limit to amount of reviews Member can write, and no day/week/month limits.
3. For partial SpaWeek Gift Card payments (service paid with SpaWeek Gift Card plus additional payment), member will receive an additional 3 points for a total of 6 points for the service. For services paid entirely with SpaWeek Gift Card, Member will receive 3 points.
4. Points will appear in Member's account portal after ClassPass processes the appointment. Usually within 48 hours.
5. Points will appear after service is provided and payment is completed.
6. Points for course enrollment are limited to once per week.
7. Points for course completion are limited to once per month.
8. Bonus links are limited to 1 click. If Member clicks current bonus link more than once, additional bonus points will not be rewarded. Each new bonus link starts fresh, so clicking on a new bonus link will count for points.
9. Limited to 3 referrals per day. If a 4th referee (person referred by Member using their affiliate link) signs up the same day as 3 others, Member will not receive points for that referee.
10. When referee successfully completes a purchase of the referred product, Member will receive 10 points. Product referral links are limited to 1 click per customer, so if the same referee purchases the same product with the same link, Member will not receive points.
11. When referee successfully completes a purchase of a product referred by member (using the product referral link generated by Member), referee automatically receives 10 points in addition to points received for their first order. If it is not their first order, they will receive 10 points for the product referral.
12. Interactive activities include quizzes, assessments, interactive educational content, and any other content that requires Member to interact.
13. Points sent to another Member come directly out of Member's point balance. Transfer is immediate upon submission, and page will reload with new balance. In order to transfer points, Member must provide an active email address for another Member.
14. Credit Card processing is not currently available for points purchasing. The only available options currently are bank transfer or PayPal.