

Terms and Conditions Agreement

This Agreement ("Agreement") governs all services provided by Q Salon & Spa LLC doing business as Renewal by Red Light ("RedLight") to the individual receiving services ("Client"). By signing this Agreement, the Client hereby agrees to be bound by the terms and conditions set forth herein, which shall apply to all services rendered by RedLight, including but not limited to red light therapy ("RLT") and vibration plate therapy ("VPT") sessions. This Agreement supersedes any prior agreements or understandings between the parties, whether oral or written.

1. Definitions.

- "RedLight" refers to Q Salon & Spa LLC d/b/a Renewal by Red Light, including its owners, directors, officers, employees, agents, contractors, and affiliates.
- "Client" refers to the individual receiving services from Red Light and includes the Client's legal representatives, heirs, and assigns.
- "Red Light Therapy" refers to a non-invasive treatment that uses red, near-infrared and infrared light to promote healing, reduce inflammation, and enhance cellular function. It is commonly used for skin health, muscle recovery, pain relief, and wound healing. The therapy works by stimulating mitochondria, increasing ATP (energy) production, and improving blood circulation, which may aid in tissue repair and regeneration. For more information, visit the **Cleveland Clinic: [Red Light Therapy - Cleveland Clinic](#)**
- "Vibration Plate Therapy" refers to the use of a vibrating platform to stimulate muscle contractions, improve circulation, and enhance overall physical performance. This therapy, also known as Whole-Body Vibration (WBV), involves standing, sitting, or exercising on the plate while it delivers controlled vibrations at various frequencies. Research suggests that WBV may aid in muscle strengthening, weight management, improved bone density, and pain relief. It is commonly used in rehabilitation, fitness, and wellness settings to support mobility, flexibility, and neuromuscular function. For more information visit Healthline: [Whole-Body Vibration Therapy - www.healthline.com/health/vibration-therapy](#).

2. Client Information and Consent. Disclaimer.

By signing the Agreement, the Client hereby acknowledges that they have read, understood, and agreed to all the terms and conditions outlined in this Agreement. The Client confirms that the information provided during registration is accurate and hereby agrees to update RedLight promptly regarding any changes to their contact information, health status, or wellness goals.

The RPT and VPT services offered by RedLight have not been evaluated by the Food and Drug Administration (FDA) or similar state or federal government agency. These services are not intended to diagnose, treat, cure, or prevent any disease or medical condition. RedLight hereby specifically disclaims any and all alleged medical or health benefits associated with RPT and VPT. The services provided are solely for general wellness, relaxation, and aesthetic improvement.

By using these services, you hereby acknowledge and agree that RedLight is not a medical, health, or wellness provider, and that no guarantees, express or implied, are made regarding specific outcomes. If you have any health concerns or medical conditions, please consult a qualified healthcare provider before using these services.

3. Redlight Services & Memberships.

RedLight offers RLT and VPT sessions through individual sessions, prepaid session packages, and ongoing membership options. The membership tiers available include:

- Package 1: 8 prepaid sessions
- Package 2: 16 prepaid sessions
- Package 3: 24 prepaid sessions
- Maintenance Membership 1: 24 sessions a year membership
- Maintenance Membership 2: 52 sessions a year membership
- Monthly Membership 3: 1 session a week
- Monthly Membership 4: 2 sessions a week

Memberships are auto-renewable. Following the initial payment, membership fees will be automatically charged to the payment method on file on the 1st day of each month, until the Client cancels per the terms outlined in the Membership Cancellation Policy below.

4. Safety Guidelines & Contraindications.

- Protective eyewear is highly recommended.
- Clients should remove all jewelry and avoid deodorants, makeup, fragrances, oils, and lotions before their session for optimal results.
- Certain medications or medical conditions may increase sensitivity to RLT. Clients should disclose any medical conditions or medications they are taking before beginning treatment.
- Clients should consult their physician before using RLT if they have any of the following:

- o Hemorrhaging or experiencing active bleeding
- o Undergoing chemotherapy
- o Pregnancy or breastfeeding
- o Low blood pressure
- o Infectious diseases
- o Epilepsy/seizures
- o Sensitivity to light
- o Carcinoma or malignant tissue
- o Taking blood thinners or nitrates
- o Any other condition that may be affected by exposure to RLT

5. Assumption of Risk and Full Responsibility.

The Client hereby acknowledges that participation in RLT and vibration plate sessions involves inherent risks, including but not limited to:

- Skin sensitivity or irritation
- Temporary redness or discomfort
- Eye sensitivity if protective eyewear is not used
- Dizziness or lightheadedness from vibration plate use

The Client voluntarily assumes all risks, both known and unknown, associated with participation in the fitness training services provided by RedLight, including the risk of serious injury, permanent disability, or death.

By participating in these services, the Client hereby agrees to bear full personal responsibility for any damages, injuries, losses, or emotional harm that may arise from their participation, including those caused by negligence on the part of the Client or other participants.

This Assumption of Risk clause is intended to be all-encompassing to cover any and all injuries or damages that may arise, whether foreseen or unforeseen, to the fullest extent permitted by law.

6. Cosmetic Use & Body Contouring Consent.

Clients using RLT for body contouring hereby acknowledge that this procedure:

- Uses red, near-infrared and infrared wavelengths to target fat cells.
- Works best in combination with a healthy diet and exercise.
- Is not a substitute for medical care or weight loss treatment.

- May result in increased urination or bowel movements as the body processes fat removal.

The Client understands that results vary and no specific outcomes are guaranteed.

7. Whole Body Vibrations Plate Risks & Consent.

Whole Body Vibration Plate Machines replicate the effects of traditional exercise by forcing muscles to contract and stretch rapidly.

Clients should NOT use the vibration plate if they have any of the following conditions:

- Pregnancy
- Diabetes with complications (neuropathy or retinal damage)
- Pacemakers or recent surgery
- Epilepsy, migraines, or herniated disks
- Cancer, tumors, or recent joint replacements

By signing the Agreement, the Client hereby acknowledges that they understand and accept the risks of using the vibration plate and will inform staff immediately of any discomfort during use.

8. Membership Auto-Renewal & Billing.

Memberships will auto-renew on the 1st of each month, charging the payment method on file. The Client hereby agrees that membership benefits are only valid if the membership remains active with auto-renewable payments. Any missed payments may result in suspension of services until payment is received.

9. Membership Cancellation & Purchase Policy.

Membership cancellation requires a 7 day written notice. For session cancellations, notice given by close of business the day before is required to avoid forfeiture of the session. Prepaid packages expire 12 months from date of purchase. Yearly membership sessions expire a year from purchase. Monthly membership sessions do not roll over from week to week or month to month. They are designed for usage of a certain amount per week with a "use it or lose it" policy. All purchases are final, non-refundable, and non-transferable. Clients may not purchase multiple first-time promotions without prior approval. Notwithstanding the foregoing, RedLight specifically reserves the right to cancel your membership at any time or to refuse service for any non-discriminatory purpose.

10. Indemnity.

The Client hereby agrees to indemnify and hold harmless RedLight, its owners, employees, contractors, affiliates, and agents from any and all claims, causes of action, suits, or expenses, including reasonable attorneys' fees, arising from their participation in the fitness services provided by RedLight. This includes but is not limited to injuries, accidents, or negligence claims arising from the Client's participation in training sessions.

11. Physician Clearance.

The Client affirms that they have consulted with their physician and obtained medical clearance to participate in the services provided by RedLight. The Client assumes full responsibility for any physical condition or pre-existing medical condition they may have during participation in these services.

12. Session Cancellation & No-Show Policy.

The Client must provide notice of session cancellation by close of business the day before. "Same Day" cancels and "No-shows" (with no notice of cancellation) will incur a 100% cancellation fee, meaning no refund will be issued. Clients calling to reschedule on the same day as their appointment for a time within the same day will not lose their session.

For Clients with package sessions and memberships, if a session is not cancelled or rescheduled by close of business the day before their appointment, the session will be considered "used" and will not be counted as a remaining session within the package or membership.

If a Client is running late, they should notify RedLight as soon as possible. If the Client arrives more than 10 minutes late to a session, RedLight may reschedule the session and charge the applicable fee(s).

Exceptions may be made for illness, family emergencies, or similar situations at the discretion of RedLight.

13. Payment for Services Rendered.

Payment for services is required at the time of booking unless prior arrangements have been made.

The Client is responsible for ensuring full payment, regardless of participation in virtual or in-person sessions. Outstanding balances must be settled within 60 days to

avoid a 1.5% per month late fee (or the highest rate allowable by law) on the outstanding balance.

In the event of non-payment, RedLight reserves the right to forward the balance to a collection agency. Payments returned due to insufficient funds or declined credit card transactions will incur a \$25 processing fee. The Client must remit the full payment, including the processing fee, within 15 days of notification.

14. Assignment of Benefits.

If applicable, the Client authorizes RedLight to seek legal counsel and take legal action on their behalf regarding unpaid balances or other issues related to services. The Client agrees that any payments received from a third-party payer for services rendered by RedLight will be forwarded to RedLight immediately.

15. Consent for RedLight.

The Client consents to participate in RedLight programs. RedLight will explain the nature, purpose, and benefits of the services, including potential risks and alternative approaches. The Client has the right to discuss their options and ask questions before proceeding with any services.

16. Privacy Practices.

The Client hereby acknowledges that they have been informed of RedLight' privacy practices, which are available on RedLight website at renewalbyredlighttherapy.com. The Client has the right to request a copy of the privacy practices at any time. RedLight is committed to protecting the Client's personal health information in accordance with applicable privacy laws. The Client may request restrictions on the use or disclosure of their health information, although RedLight is not obligated to agree to such restrictions.

17. Communication Consent.

The Client consents to receiving communications from RedLight via email, text, or phone. These communications may include appointment reminders, billing information, treatment updates, and other relevant information. The Client hereby acknowledges that electronic communications may not be secure and accepts the risks associated with unencrypted communication.

The Client may withdraw their consent for electronic communications at any time by notifying RedLight in writing. To withdraw consent, the Client should send an email to renewalbyredlight@gmail.com or submit a written request to the clinic's office. The withdrawal of consent will be effective 30 days after the RedLight receives the request.

18. Media Release.

The Client hereby consents to the use of their image, likeness, or recordings for promotional purposes by RedLight. This may include but is not limited to: photographs, video recordings, or testimonials that are used in marketing materials, social media, or other public forums. The Client understands that they will not receive any monetary compensation for the use of their image or likeness.

If the Client wishes to revoke this consent, they must submit a written request to RedLight at renewalbyredlight@gmail.com within 30 days of signing this Agreement. The revocation of consent will apply to future uses of the Client's image or likeness but will not affect any materials already published or distributed.

19. Dispute Resolution.

Any disputes arising out of or relating to this Agreement or the services provided by RedLight shall first be attempted to be resolved through good faith negotiations between the parties. If the dispute cannot be resolved through negotiation within 30 days, the parties agree to submit the dispute to mediation before a mutually agreed upon mediator in Oakland County, Michigan.

If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Oakland County, Michigan, and the decision of the arbitrator shall be final and binding on the parties.

20. Termination Clause.

Either RedLight or the Client may choose to terminate this Agreement and cease services at any time, for any reason, by providing written notice as outlined in the Notices section of this Agreement.

RedLight also reserves the right to terminate this Agreement immediately if the Client:

- Fails to comply with the terms of this Agreement,
- Fails to make timely payments,
- Engages in disruptive or abusive behavior, or
- Engages in any other conduct that RedLight deems inappropriate or harmful to its operations.

Upon termination, the Client remains responsible for any outstanding balances and fees, including payments for sessions already booked or services rendered prior to termination.

21. Notice Clause.

All notices, requests, demands, and other communications under this Agreement, including any notice of termination of services, shall be in writing and shall be deemed duly given if:

1. Delivered by hand,
2. Sent by registered or certified mail, return receipt requested, postage prepaid,
3. Sent by a recognized overnight delivery service to the addresses provided by the parties in this Agreement, or
4. Sent via email to the designated email address provided by the Client and to renewalbyredlight@gmail.com for RedLight.

Notices shall be effective on the date of delivery, regardless of the method used. For email communications, the notice will be considered delivered when successfully transmitted to the recipient's designated email address, provided no error or rejection notification is received.

This notice clause applies to all communications under this Agreement, including termination of services. Notice of termination may be delivered via any of the methods listed above, including email.

22. Non-Disparagement Clause.

The Client hereby agrees not to make any negative, derogatory, or disparaging statements, whether oral or written, about RedLight, its services, or its employees, during or after the termination of this Agreement.

This includes, but is not limited to, any statements made on social media, online reviews, or in public forums. Any breach of this provision may result in legal action for damages and injunctive relief.

23. Applicable Law, Venue, and Jurisdiction.

This Agreement shall be governed by the laws of the State of Michigan. Any claim under this Agreement may be arbitrated in Oakland County, Michigan, if RedLight gives advanced written consent to the Client to arbitrate.

Notwithstanding the foregoing, venue for any legal action arising out of this Agreement shall be exclusively within the State of Michigan, Oakland County Circuit Court, or the Federal District Court for the Eastern District of Michigan.

24. Limitation of Liability.

In no event shall RedLight be liable to the Client for any indirect, incidental, special, consequential, or punitive damages arising out of or related to the services provided under this Agreement, even if RedLight has been advised of the possibility of such damages. The total liability of RedLight, whether in contract, tort (including negligence), or otherwise, shall be limited to the amounts actually paid by the Client to RedLight for services rendered within the last 180 days preceding the event giving rise to the claim. This limitation of liability shall apply to the maximum extent permitted by applicable law.

25. Force Majeure.

In no event will RedLight be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, pandemics, product stoppages, supply chain delays, logistics delays, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, delays outside of the control of RedLight, utility company delays, or delays caused by communications or computer (software and hardware) services. RedLight will use reasonable efforts to resume performance as soon as practicable under the circumstances.

26. Attorneys' Fees.

If legal proceedings are instituted to enforce any of the terms and conditions of this Agreement, the Client hereby agrees to pay all costs of RedLight in connection therewith, including actual attorneys' fees, court costs, and other costs of collection.

27. Statute of Limitations.

Any claim against RedLight, whether arising in tort, contract, or otherwise, must be brought within 12 months of the date giving rise to the claim. The Client acknowledges that without this Agreement, they would be entitled to a longer duration to bring a claim.

With full knowledge of those statutory rights, the Client hereby freely enters into this Agreement subject to the conditions and limitations set forth herein. If a court of competent jurisdiction determines that this provision is invalid, the court is empowered to modify this clause to the shortest statute of limitations period available by law.

28. Partial Invalidity, Waiver, Conflict of Terms, and Remedies.

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect. One or more waivers of a breach of the terms and conditions of this Agreement shall not constitute a waiver of any future breach. In the event of a conflict between a term in this Agreement and any other posted policy of RedLight, this Agreement shall control. RedLight shall be entitled to injunctive relief in the event of a breach or violation by the Client, in addition to any other remedies, including monetary damages.

29. Entire Agreement.

This document constitutes the entire agreement between the Client and RedLight, superseding all prior agreements or understandings. No other verbal or written agreements shall modify or alter the terms of this Agreement unless made in writing and signed by both parties.