

MEMBERSHIP AGREEMENT

International Beauty Professionals Association, Inc.

Effective Date:

03.12.2026

This Membership Agreement (the “Agreement”) is entered into by and between **International Beauty Professionals Association, Inc.** (the “Association” or “IBPA”) and the applicant or member accepting this Agreement (the “Member” or “Applicant”).

By submitting a membership application, completing payment of any applicable membership fee, checking an acceptance box, signing electronically, or otherwise accepting membership in the Association, the Applicant or Member acknowledges that they have read, understood, and agreed to be legally bound by this Agreement.

1. Purpose of Agreement

The purpose of this Agreement is to establish the legal terms, conditions, acknowledgments, rights, obligations, limitations, and responsibilities applicable to membership in the Association.

This Agreement is intended to:

- (a) govern the relationship between the Association and the Member;
- (b) confirm the Member’s agreement to comply with the Association’s governing documents and policies;
- (c) establish the conditions under which membership may be granted, maintained, suspended, or terminated;
- (d) clarify the limitations of the Association’s role, authority, and obligations; and
- (e) protect the Association’s legal, organizational, and reputational interests.

2. Membership is Conditional and Subject to Approval

Membership in the Association is selective and is not open automatically to all applicants.

The Applicant understands and agrees that:

- (a) submission of an application does not guarantee acceptance;
- (b) all applications are subject to review in accordance with the Association’s Membership Review Procedure and applicable policies;
- (c) the Association may approve, deny, defer, suspend, revoke, or decline to renew membership in accordance with its governing documents and policies;
- (d) membership becomes effective only after approval by the Association and satisfaction of any applicable payment requirements.

The Applicant further understands that the Association reserves the right to request additional documentation, clarification, verification, or supporting materials as part of the review process.

3. Membership Category and Term

The Member acknowledges that membership, if approved, shall be granted in the category determined by the Association in accordance with the application submitted and the eligibility criteria applicable to that category.

The Member further acknowledges that:

- (a) membership is granted for a defined term, unless otherwise specified by the Association;
 - (b) membership must be renewed in accordance with the Association's rules and procedures;
 - (c) membership rights, privileges, and benefits may vary depending on membership category, status, and standing;
 - (d) the Association reserves the right to revise membership categories, structures, eligibility requirements, and benefit structures prospectively.
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4. Governing Documents and Binding Policies

The Member agrees to comply with all governing documents, rules, policies, procedures, standards, and requirements of the Association, as adopted, amended, or maintained from time to time, including but not limited to:

- (a) the Bylaws;
- (b) the Membership Policy;
- (c) the Membership Review Procedure;
- (d) the Code of Ethics;
- (e) the Professional Standards;
- (f) the Conflict of Interest Policy, where applicable;
- (g) the Governance Policy, where applicable;
- (h) the Cancellation Policy;
- (i) the Terms of Use and Privacy Policy, where applicable; and
- (j) any other duly adopted policies, procedures, committee rules, event rules, or disciplinary requirements of the Association.

The Member understands and agrees that such documents and policies may be amended from time to time, and that continued membership or participation constitutes agreement to comply with the then-current versions, to the extent permitted by law.

5. Member Representations and Warranties

The Applicant or Member represents, warrants, and agrees that:

- (a) all information submitted to the Association is true, accurate, complete, and not misleading;
- (b) all documents, credentials, licenses, certifications, portfolios, statements, and supporting materials submitted are authentic and lawfully provided;
- (c) the Member will promptly update material information if it changes;
- (d) the Member is professionally connected to the beauty industry in the manner represented;
- (e) the Member will not misrepresent their qualifications, experience, status, awards, recognition, or relationship with the Association;
- (f) the Member will not use Association membership in a false, deceptive, misleading, or unauthorized manner.

The Member understands that any false, incomplete, misleading, or fraudulent information may constitute grounds for denial, suspension, termination, discipline, or revocation of membership or recognition.

6. Member Obligations

The Member agrees that, as a condition of membership, the Member shall:

- (a) maintain professional and ethical conduct consistent with the Association's standards;
 - (b) comply with the Code of Ethics, Professional Standards, and other Association requirements;
 - (c) cooperate in good faith with legitimate Association inquiries, reviews, requests for clarification, and governance processes;
 - (d) respect the mission, integrity, reputation, and institutional interests of the Association;
 - (e) refrain from conduct that may materially harm the Association, its leadership, its members, its programs, or its public credibility;
 - (f) comply with event rules, awards rules, committee rules, and participation requirements where applicable;
 - (g) maintain confidentiality where required by role or participation;
 - (h) comply with payment obligations and renewal requirements applicable to membership.
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7. No Guarantee of Professional, Legal, Business, or Licensing Outcomes

The Member acknowledges and agrees that membership in the Association does not guarantee:

- (a) professional success;
- (b) income, revenue, or business growth;
- (c) client acquisition or market visibility;
- (d) awards, titles, recognition, speaking roles, publication opportunities, or leadership appointment;
- (e) government licensing, certification, approval, immigration benefit, or legal authorization to practice;
- (f) acceptance into any event, committee, award program, or partnership opportunity.

The Member further acknowledges that the Association is not a government licensing authority, regulatory body, law firm, immigration authority, tax advisor, or guarantor of professional outcomes.

Any educational, professional, informational, or guidance materials provided by the Association are for general informational and professional purposes only and do not constitute legal, tax, regulatory, immigration, financial, medical, or other licensed professional advice.

8. Membership Fees, Payments, and Non-Refundability

The Member acknowledges and agrees that:

- (a) applicable membership fees must be paid in accordance with the Association's payment requirements;
- (b) membership fees are non-refundable except as expressly stated in an applicable written policy of the Association;
- (c) cancellation, suspension, non-use of benefits, dissatisfaction, inactivity, or termination does not entitle the Member to a refund unless expressly required by the Association's governing policy or applicable law;
- (d) failure to make required payment may result in non-activation, suspension, lapse, or termination of membership.

If the Association uses third-party payment processors, the Member also agrees to comply with the applicable payment platform terms to the extent relevant to the transaction.

9. Use of Membership Status, Name, Badge, and Association References

If membership is approved and remains active and in good standing, the Member may describe themselves using the applicable membership designation authorized by the Association, subject to the Association's rules.

The Member shall not:

- (a) imply that membership constitutes government licensing, legal authorization, or regulatory approval;
- (b) imply endorsement beyond that expressly granted by the Association;
- (c) use expired, suspended, revoked, or terminated membership status as if it were active;
- (d) alter or misuse membership certificates, badges, logos, seals, designations, or Association materials;
- (e) make false or misleading public statements regarding their Association status.

The Association reserves the right to restrict, revoke, or condition the Member's right to use Association-related names, badges, certificates, logos, designations, or references.

10. Member Directory, Public Listing, and Public Information

The Member understands and agrees that, where applicable and subject to the Association's policies and the Member's consent settings, certain membership-related information may be included in the Association's directory, website, membership listings, event materials, announcements, or other official channels.

Such information may include, without limitation:

- (a) name or business name;
- (b) membership category;
- (c) location;
- (d) professional title or area of specialization;
- (e) approved profile or public-facing information;
- (f) recognition, badge, or member status designation.

The Member represents that any public information provided for listing is accurate and authorized for publication.

The Association does not guarantee the commercial value, visibility, ranking, lead generation, or outcome of any listing or publication.

11. Intellectual Property and Use of Association Materials

All intellectual property rights in the Association's name, logos, materials, publications, documents, standards, graphics, content, forms, badges, seals, website content, and other proprietary materials remain the exclusive property of the Association or its licensors unless expressly stated otherwise.

Membership does not transfer ownership of any intellectual property rights to the Member.

The Member shall not reproduce, publish, distribute, license, modify, sell, or exploit Association materials except as expressly authorized in writing by the Association.

Any permitted use of Association intellectual property may be revoked by the Association at any time if the Member misuses such materials or acts inconsistently with Association policies.

12. Confidentiality and Data Handling

The Member acknowledges that the Association may collect, maintain, use, store, and process Applicant and Member information for membership administration, governance, compliance, communications, directory management, program participation, review processes, awards processes, event administration, and related organizational purposes.

The Member agrees that such handling shall be governed by the Association's Privacy Policy and applicable law.

The Member further agrees that if the Member serves in any review, governance, committee, judging, disciplinary, or confidential role, the Member may receive access to non-public information and shall maintain strict confidentiality regarding such information.

Unauthorized disclosure, misuse, copying, or retention of confidential Association information is prohibited and may result in discipline, removal, termination, legal action, or other consequences.

13. Complaints, Reviews, Discipline, and Enforcement

The Member understands and agrees that the Association may review allegations, complaints, conduct concerns, standards issues, ethics issues, or policy violations involving the Member.

The Member agrees to cooperate in good faith with legitimate review, inquiry, disciplinary, or appeals processes of the Association.

The Member further understands and agrees that, in accordance with applicable governing documents and procedures, the Association may impose one or more of the following:

- (a) educational guidance;
- (b) warning or reprimand;
- (c) request for corrective action;
- (d) restriction of participation or privileges;
- (e) denial of renewal;
- (f) suspension;
- (g) termination;
- (h) removal from committee, judging, speaking, recognition, or leadership roles;
- (i) revocation of certain recognitions, privileges, or permissions.

Nothing in this Agreement limits the Association's right to protect its mission, reputation, operations, legal interests, or membership standards.

14. Voluntary Cancellation by Member

The Member may voluntarily cancel membership in accordance with the Association's Cancellation Policy or other applicable procedures established by the Association.

The Member understands that cancellation does not automatically entitle the Member to any refund, prorated adjustment, reinstatement right, or continued use of Association status or benefits unless expressly stated in an applicable policy.

15. Suspension, Termination, Non-Renewal, and Revocation by the Association

The Member acknowledges and agrees that the Association may suspend, terminate, decline to renew, revoke, or otherwise restrict membership or related privileges where permitted by the Association's governing documents and policies, including where:

- (a) the Member violates the Association's policies, standards, ethics requirements, rules, or obligations;
- (b) the Member provides false, misleading, incomplete, or fraudulent information;
- (c) the Member engages in misconduct, unethical conduct, reputationally harmful conduct, or conduct inconsistent with the mission or standards of the Association;
- (d) required fees are not paid;
- (e) the Member fails to maintain eligibility requirements;
- (f) the Member misuses Association status, materials, or recognition;
- (g) the Association determines that continued membership presents material governance, legal, operational, ethical, or reputational concerns.

The Member understands that the Association may take interim measures where appropriate and that final determinations shall be governed by the applicable procedures of the Association.

16. Limitation of Liability

To the fullest extent permitted by law, the Association, its Directors, Officers, committee members, employees, contractors, volunteers, agents, and representatives shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, or reputational damages arising out of or relating to:

- (a) membership review decisions;
- (b) denial, suspension, termination, or non-renewal of membership;
- (c) interpretation or enforcement of Association policies;
- (d) participation or non-participation in events, programs, awards, committees, or listings;
- (e) reliance on Association content, educational materials, or guidance;
- (f) acts or omissions of other members, partners, vendors, sponsors, speakers, judges, or third parties;
- (g) business, professional, reputational, financial, or regulatory outcomes associated with membership or non-membership.

If liability cannot be fully excluded under applicable law, it shall be limited to the maximum extent permitted by law.

17. Indemnification by Member

To the fullest extent permitted by law, the Member agrees to indemnify, defend, and hold harmless the Association, its Directors, Officers, committee members, employees, agents, contractors, and representatives from and against claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or relating to:

- (a) the Member's breach of this Agreement;
- (b) false, misleading, or unlawful submissions or representations by the Member;

- (c) the Member's misuse of Association status, intellectual property, materials, badges, listings, or recognition;
- (d) the Member's unlawful, negligent, unethical, or harmful conduct;
- (e) disputes between the Member and any third party arising from the Member's services, business activities, statements, or conduct.

This provision shall survive cancellation, expiration, suspension, or termination of membership to the extent permitted by law.

18. No Agency, Partnership, or Employment Relationship

Membership in the Association does not create any agency, partnership, joint venture, fiduciary business relationship, or employment relationship between the Member and the Association.

The Member is not authorized to speak for, bind, represent, contract on behalf of, or otherwise obligate the Association unless expressly authorized in writing.

19. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to conflict of law principles.

Any dispute arising out of or relating to this Agreement, membership status, Association actions, or any related matter shall be resolved in the manner specified by the Association's governing documents, applicable policies, or, if not otherwise specified, under the jurisdiction of the appropriate courts located in the State of California, to the extent permitted by law.

The Member agrees to submit to such jurisdiction and venue where applicable.

20. Relationship to Other Governing Documents

This Agreement shall be read together with the Association's governing documents and policies, including but not limited to:

- (a) the Bylaws;
- (b) the Membership Policy;
- (c) the Membership Review Procedure;
- (d) the Code of Ethics;
- (e) the Professional Standards;
- (f) the Conflict of Interest Policy, where applicable;
- (g) the Governance Policy, where applicable;
- (h) the Cancellation Policy;
- (i) the Privacy Policy;
- (j) the Terms of Use; and
- (k) other duly adopted policies and procedures of the Association.

In the event of inconsistency, the Bylaws shall control unless otherwise required by law or expressly stated in a later-adopted governing document.

21. Entire Agreement

This Agreement, together with the governing documents and policies incorporated by reference, constitutes the entire agreement between the Member and the Association regarding membership and supersedes prior membership-related understandings to the extent applicable.

22. Severability

If any provision of this Agreement is determined to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

23. Amendments

This Agreement may be amended, updated, revised, or replaced by the Association in accordance with its governing procedures.

Continued application, renewal, payment, participation, or membership after such amendment becomes effective may constitute acceptance of the revised terms to the extent permitted by law.

24. Official Language

The official version of this Agreement shall be maintained in English.

Any translation may be provided for convenience only.

In the event of any discrepancy, inconsistency, or conflict between language versions, the English version shall control.

25. Acceptance

By applying for membership, checking any acceptance box, submitting required materials, making payment, signing electronically, or otherwise accepting membership, the Applicant or Member confirms that they:

- (a) have read this Membership Agreement;
- (b) understand its contents;

(c) agree to be legally bound by it; and

(d) agree to comply with the governing documents and policies of the Association.