

## PROFESSIONALS TERMS OF USE

**Effective August 1, 2018.**

The Glam App, LLC (“we”, “our” or “us”) operates the Glam App internet accessible website and related mobile application/website, including all information, documents, communications, files, text, graphics and software available therein (the “Platform”), that helps users (“Users”) discover, engage with and book on-demand and in-home or on-location beauty services provided and operated by service professionals such as stylists and beauticians (“Professionals”). All services offered through the Platform, whether to Users or Professionals, will be referred to as the “Services.”

This Terms of Use Agreement (“Agreement”) includes our policy for acceptable use of the Services and governs your rights, obligations and restrictions regarding your use of the Services. You are only authorized to use the Services if you agree to abide by all applicable laws and this Agreement. By using the Services, you agree to be bound by this Agreement.

Because your privacy is important to us, this Agreement also incorporates, by this reference, our Privacy Policy at [http://theGlamApp.com/privacy\\_policy](http://theGlamApp.com/privacy_policy) which explains how we collect and use your content and information. Please read the Privacy Policy. Professionals who are residents of the European Economic Area (“EEA”), which includes the member states of the European Union (“EU”) should consult the sections of the Privacy Policy relating to the treatment of their personal data including “Rights of EEA Residents” and “International Data Transfers” for provisions that may apply to them. By agreeing to the Terms of Use, you acknowledge you have read and understood the provisions of the Privacy Policy and that your Personal Data (as defined in the Privacy Policy) will be processed in the United States. If you do not agree to any portion of the Privacy Policy then in effect you should not participate in these Services.

In order to participate in certain Services, you may be notified that you are required to agree to additional terms and conditions and such additional terms are hereby incorporated into this Agreement by this reference but such additional terms and conditions shall control solely for the applicable Service.

We may modify this Agreement from time to time and such modification shall be effective upon posting on the Services. You will be deemed to have agreed to any such modifications by your further use of the Services after any such modification is posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes. If you do not agree with the modifications, please discontinue use of the Services immediately.

**The Platform helps facilitate transactions between Users and Professionals. You acknowledge and agree that The Glam App, LLC is not a party to any such transaction or resulting agreement and makes no representations and bears no responsibility with respect to any such transaction, including any issues relating to pricing, payment, quality or completion and you waive any claims against The Glam App, LLC with respect thereto. In addition, you acknowledge and agree that The Glam App, LLC is not a broker, agent or insurer with respect to any transactions that may occur via the Platform. We do not offer any professional services or control the quality of any services offered by Professionals or the conduct of any User or Professional. All transactions entered into via the Platform are at your own risk.**

**YOU FURTHER ACKNOWLEDGE AND CONSENT THAT THE GLAM APP, LLC MAY MONITOR COMMUNICATIONS BETWEEN USERS AND PROFESSIONALS THROUGH THE TEXT COMMUNICATION FUNCTION OF THE PLATFORM TO ENSURE COMPLIANCE WITH THESE TERMS OF USE, INCLUDING THE RESPONSIBILITIES OF PROFESSIONALS SET FORTH BELOW.**

**YOUR ACCOUNT / SUSPENSION / TERMINATION**

In order to utilize the Services, you will be required to register an account (an "Account"). When creating or updating an Account, you will be required to fill out an application that will require you to provide us with certain personal information, which may include your name, birth date, e-mail address, physical address, work history, experience, training, and, in some cases, payment information, which will be held and used in accordance with our Privacy Policy at [http://theGlamApp.com/privacy\\_policy](http://theGlamApp.com/privacy_policy). You shall notify us of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password.

Without limiting anything in this Agreement, we reserve the right, in our sole discretion, to restrict, suspend, or terminate your Account and/or your access to all or any part of the Services at any time, for any or no reason, with or without prior notice, and without liability, including in the event we stop offering any aspect of the Services. We expressly reserve the right to restrict, suspend and/or terminate your access to any part of the Services if we determine, in our sole discretion, that you have violated any of the terms of this Agreement.

## **RESPONSIBILITIES**

If you are a Professional, you agree that nothing in this Agreement shall create an employer-employee relationship between you and us. You further agree that you are solely responsible for the accuracy of all information you provide in your application and on the Platform and that your offering of services through the Platform (a) will be in compliance with all applicable laws, rules and regulations; (b) will not breach any existing agreements you may have with third parties; and (c) will not violate the rights of any third party. Without limiting any of the foregoing, you represent and warrant that you have all necessary permits, licenses and training to perform your services. You are solely responsible for maintaining any and all such applicable permits or licenses and paying any and all applicable taxes.

You further agree not to circumvent the booking process facilitated by the Platform or otherwise seek to be hired directly by any User introduced through the Platform, whether with respect to your initial transaction with a User or any subsequent transaction with a User introduced to you through the Platform, unless, at our request, you can demonstrate with a pre-existing writing that such User was already a regular and consistent client of yours prior to your performance of services for such User. In furtherance of the foregoing, as a material condition to your participation on the Platform, you agree that all bookings with a User introduced to you through the Platform will be performed through the Platform.

Moreover, you acknowledge and agree that (a) to the extent permitted by applicable law, you consent to a criminal background check, credit check, license verification check and similar inquiries by us or our chosen vendor, at our discretion; (b) you will provide all services in a good and workman-like manner, upholding the highest level of professional beautician/stylist standards to which the Glam App subscribes; (c) each Professional shall be rated on the performance of services and if you receive three (3) or more ratings of three (3) stars or below, you shall complete the Glam App Academy training at your sole cost and expense as a condition of continued affiliation with the Glam App; (d) you will timely arrive to every appointment; (e) you will be solely responsible for all costs related to your services, including transportation, phone and equipment; and (f) all information you provide during the application process is true and accurate.

If you are provided with a User's contact information or any other Personal Data of a User, which is information that may be used to directly or indirectly identify a User, you expressly agree that you will only contact the User for purposes related to an applicable booking. You further agree not to disclose the Personal Data of a User to any third party.

**YOU FURTHER AGREE THAT THERE ARE INHERENT RISKS IN PROVIDING ON-SITE OR ON-LOCATION SERVICES, AND YOU ACKNOWLEDGE AND REPRESENT THAT YOU ARE PERFORMING ANY SUCH SERVICES VOLUNTARILY WITH A FULL UNDERSTANDING OF SUCH RISKS, AND SHALL NOT HOLD OR ATTEMPT TO HOLD THE GLAM APP, LLC LIABLE FOR ANY**

CLAIMS, CAUSES OF ACTION, OR LIABILITIES ARISING FROM ANY INJURIES OR DAMAGES THAT MAY OCCUR IN YOUR PERFORMANCE OF ANY SUCH SERVICES.

## TRANSACTIONS

### ***A. Rates & Tipping***

Based on information provided during the application process, we categorize each of our Professionals as beginners, juniors or VIPs. We then set the hourly rates for each category of Professionals. These hourly rates are determined in our sole discretion and are subject to change without notice. In addition to those fees, we also charge additional fees such as booking fees as described in more detail below. Unless otherwise stated, such fees do not include taxes or duties of any kind, and all taxes and duties are the responsibility of the User or Professional, as applicable.

Cash tips are not permitted. Any tipping by Users to Professionals is to occur solely through the Platform. For the sake of clarity, any booking fees or other fees that we charge as a percentage of orders are not charged on tips (but third-party payment processing fees may be).

### ***B. Fees***

By creating an Account with the Platform, you will be added to the network of Professionals made available to Users through the Platform. When Users submit a request for services from Professionals that meet your characteristics (e.g., experience level, expertise), you will receive a notification and will have the ability to accept the applicable appointment on a first-come, first-served basis.

You acknowledge and agree that we may charge and retain a service fee of fifteen percent (15%) of your fee for all accepted appointments made through the Platform, but that we reserve the right, in our sole discretion, to from time to time change the amount of such service fee. We will at all times use a third-party payment processor to collect the applicable fees from our Users and to remit to you the amounts due to you (after deducting our 15% service fee). You will not be paid for any booking for which the payment does not go through (e.g., a card is declined) or which is cancelled outside of 24 hours from the appointment as described in the *Cancellations / Changes / Refunds* section below.

You agree that you will at all times maintain accurate and current electronic payment information within the Platform, and authorize us to make any payments or adjustments as due or necessary, including without limitation processing payment of the service fee and any cancellation fee payable to us (as described below).

Once a User makes a booking of your services through the Platform, you may not alter the price upon which the booking was based unless you agree, in your discretion, to provide services over and above the initial request for a higher fee.

### ***C. Cancellations / Changes / Refunds***

It is absolutely essential to the success of our Platform that our Professionals keep their appointments and are punctual. For this reason, you agree that you may incur certain penalties in the event you cancel or change accepted appointments as described in more detail hereunder.

- If you cancel more than 24 hours before your accepted appointment, there is no financial penalty. However, you will receive one “strike.” If you receive three (3) total strikes, without limiting any of our other rights hereunder, we may immediately terminate your account.
- If you cancel any time less than 24 hours but more than 1 hour before your accepted appointment, you will incur a penalty equal to 25% of the total fee for the accepted appointment (i.e., your fee plus any surge pricing). In addition, we will have the right to immediately terminate your account or to give you a strike.

- If you cancel 1 hour or less from your accepted appointment, or if you fail to appear at your accepted appointment at the scheduled time, you will incur a penalty equal to 100% of the total fee for the accepted appointment. In addition, we will have the right to immediately terminate your account or to give you a strike.
- If you are late to an accepted appointment by 15 minutes or more, you will incur a penalty equal to 50% of the total fee for the appointment.

If the User cancels an accepted appointment more than 24 hours before its scheduled time, the cancellation will be honored and you will not receive any payment (in such situations, you agree that under certain circumstances, we may keep the booking fee charged to the User).

If a User cancels an accepted appointment 24 hours or less before the scheduled time, the User will be given the opportunity to reschedule with you at a time that is no more than 24 hours from the originally scheduled time. If the User attempts to reschedule in this manner but you do not accept it, the opportunity will be presented to other Professionals. If another Professional accepts the rescheduled time, you will not receive any fees. If the User does not attempt to reschedule, or the User does attempt to reschedule but neither you nor any other Professional accepts the rescheduled time, you will receive the full amount of the fees due to you had the appointment taken place at its originally-scheduled time.

#### ***D. No Guarantees***

For the sake of clarity, we make no representations, warranties or guarantees that if you join the Platform as a Professional you will successfully book any appointments or earn any level of fees.

### **RELATIONSHIP BETWEEN US AND OUR USERS/PROFESSIONALS**

Our Services are limited to hosting and making available the Platform which provides information about Professionals and facilitates relationships between Users and Professionals. We do not provide any professional services nor do we monitor or control the activities, services, or pricing of the Professionals listed on the Platform, as such individuals are not our employees. We make no representations regarding, and are not liable or responsible for, the accuracy, completeness, timeliness, reliability or availability of, any of the content or information uploaded, displayed, or distributed on the Platform, or products or services made available thereon. If you are a Professional and you choose to offer your services to our Users, or you are a User and choose to book the services of a Professional, you do so at your own risk. The purchase, payment, warranty, guarantee, delivery, maintenance, and all other matters concerning the products, services or information, opinion or advice ordered or received from Professionals are solely between the User and such Professional. We do not endorse, sponsor or recommend any Professional on the Platform. Without limiting the foregoing, we make no representations or warranties regarding the services of any Professional on the Platform, including with respect to the quality of their services, the reasonableness of their rates, that they will be available for any scheduled times or that they are properly licensed or permitted. Users are solely responsible for determining the suitability of any Professional they may find through the Platform. We will not be a party to or in any way be responsible for monitoring any transaction between Users and Professionals.

As described in more detail in the section below, any dispute between a User and a Professional relating in any way to the services provided by the Professional to the User shall be settled solely between the User and Professional.

### **CONDUCT**

You agree to use the Services only for proper and lawful purposes. Specific prohibited activities include, but are not limited to:

1. criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files,

- copyright infringement, patent infringement, theft of trade secrets, and abusive, threatening, obscene, defamatory or libelous conduct;
2. attempting to circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein;
  3. using any software that intercepts, mines, or otherwise collects information about other users or copies and stores any Proprietary Materials (as defined below);
  4. attempting to impersonate another user or person;
  5. soliciting personal information from anyone under 18;
  6. collecting, harvesting, soliciting or posting passwords or personally identifiable information from other users;
  7. using the account, username, or password of another account holder at any time or disclosing your password to any third party or permitting any third party to access your Account;
  8. using any information obtained from the Services in order to harass, abuse, or harm another person; or
  9. using the Services in a manner inconsistent with any and all applicable laws and regulations.

Any conduct by you in violation of the foregoing prohibitions may result in the suspension or termination of your Account and your access to the Services.

## **CONTENT**

### ***A. Not Advice or an Endorsement***

All content on the Platform, including any Posted Content (as defined below) and content from external sources, is strictly for informational purposes only and is not intended to be deemed advice or an endorsement of any Professional.

### ***B. Proprietary Rights***

With the exception of content posted by Users or Professionals (“Posted Content”) all materials contained on the Services, including all content, and the software, graphics, text and look and feel of the Platform, and all intellectual property, including trademarks, logos and service marks (“Marks”), copyrights, patents and other intellectual property rights related thereto (collectively, the “Proprietary Materials”), are owned or controlled by The Glam App, LLC, our subsidiaries or affiliated companies, our third-party licensors, and/or our advertising partners. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any Proprietary Materials, or any other protectable aspects of the Services, in whole or in part, unless specifically stated otherwise. Subject to your compliance with this Agreement and any other relevant policies related to the Services, we grant you a non-exclusive, non-transferable, revocable limited license subject to the limitations herein to access and use the Services and Proprietary Materials for your own purposes consistent with the intended purpose of the Services. You are not permitted to use the Marks without our prior written consent, and you agree not to use the Services for any purpose other than as described herein.

### ***C. Distribution/Uploading of Content***

You are prohibited from posting on or transmitting through the Services (e.g., through Posted Content, a chat or user forum, or comment posted through the Services) any content that infringes upon a third party’s intellectual property rights or is defamatory, damaging, illegal, or offensive.

By submitting content or materials (“Your Content”) to us through the Services, including, without limitation, uploading any materials (including images), choosing a username, or participation in any chats or forums, you automatically grant us or warrant that the owner of such content has expressly granted us, the royalty-free, irrevocable, sublicensable and transferable, non-exclusive right and license to use, reproduce, publish, translate, prepare derivative works of, copy, perform and distribute Your Content, including all patent, trademark, trade

secret, copyright or other proprietary rights in and to such content and your username, actual name, and likeness (if submitted), in whole or in part worldwide. You also hereby grant each user of the Services a non-exclusive license to access Your Content through the Services, and to use, reproduce, distribute, display and perform Your Content as permitted through the functionality of the Services and under this Agreement. The above licenses granted by you in Your Content are perpetual and will only terminate if you've requested the removal or deletion of Your Content from the Services (such license will terminate within a commercially reasonable time after your request to remove or delete Your Content). You understand and agree, however, that we may retain, but not display, distribute, or perform, server copies of Your Content that have been removed or deleted.

Subject to these grants, you retain any and all rights which may exist in Your Content.

We may disclose any of Your Content or electronic communication of any kind (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary or appropriate to operate our Services; (iii) to protect our rights or property and our officers, directors, employees and agents; or (iv) to protect our partners, affiliates and any other user.

#### ***D. Representations and Warranties***

You represent and warrant that you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all of Your Content and to enable inclusion and use of Your Content in the manner contemplated by the Services and this Agreement. You further represent and warrant that Your Content will not defame any third party and that the use of Your Content on the Services will not violate or infringe upon the intellectual property rights, or the rights of privacy or publicity, of any third party.

#### ***E. Third-Party Content & Posted Content***

You acknowledge that we are an online service provider that may post content supplied by Users, Professionals or other third parties. We do not practice editorial control over the content posted by such third parties (including Posted Content). Any opinions, advice, statements, judgments, services, offers, or other information that constitutes part of the content expressed or made available by third parties, including any Professional's Posted Content, are those of the respective authors or distributors and not of us or our affiliates or any of their officers, directors, employees, or agents. While we retain the right to filter or reject Posted Content and other content posted by third parties, we review Posted Content and other third-party content in a limited gate-keeper fashion and have no obligation to investigate whether any piece of Posted Content is accurate or violates any term of this Agreement and will not do so in most cases. We neither endorse nor are responsible for the Posted Content or any other content posted to the Services by anyone other than ourselves.

Just as you retain complete ownership of Your Content (subject to the license to us granted above), all other users of the Services retain ownership of their Posted Content. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any Posted Content in whole or in part.

### **DISCLAIMERS AND LIMITATION OF LIABILITY**

THE SERVICES ARE PROVIDED BY US AND OUR WEBHOST ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS THOSE PERTAIN TO THE PLATFORM AND THE ACTS/OMISSIONS OF USERS AND PROFESSIONALS.

WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANY PARTNER OR AFFILIATE MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE

OPERATION OF THE SERVICES, OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED THEREON; (II) THAT USE OF THE SERVICES WILL BE 100% SECURE, UNINTERRUPTED OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION, CONTENT OR SERVICE PROVIDED THROUGH THE SERVICES; OR (IV) THAT THE PLATFORM, SERVICES, SERVERS, OR EMAIL SENT FROM OR ON BEHALF OF THE GLAM APP, LLC ARE FREE OF VIRUSES, MALICIOUS FILES OR OTHER HARMFUL COMPONENTS.

NEITHER WE NOR ANY PARTNER OR AFFILIATE WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF THE SERVICES OR THE PURCHASE OF ANY PRODUCT OR SERVICE THEREFROM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL THE GLAM APP, LLC BE LIABLE TO YOU FOR MORE THAN TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) OR THE RETAIL MONETARY VALUE OF YOUR TRANSACTIONS WITH THE SERVICES OVER THE PAST THREE (3) MONTHS, WHICHEVER IS LESS, AND IF YOU HAVE NOT PAID ANY AMOUNTS DURING THAT TIME PERIOD, YOU ACKNOWLEDGE THAT YOUR SOLE REMEDY SHALL BE TO CEASE USING THE SERVICES AND TERMINATE YOUR ACCOUNT.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO A USER, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO SUCH USER, AND SUCH USER MAY HAVE ADDITIONAL RIGHTS. TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, ANY IMPLIED WARRANTIES ARE LIMITED TO NINETY (90) DAYS FROM THE DATE YOU RECEIVED THE APPLICABLE SERVICE.

WITHOUT LIMITING ANY OF THE FOREGOING, YOU AGREE THAT ANY LEGAL REMEDY, DAMAGE OR LIABILITY YOU SEEK TO OBTAIN RELATING TO YOUR INTERACTION BETWEEN YOU AND A USER WILL BE LIMITED SOLELY TO A CLAIM AGAINST THE USER. YOU WAIVE THE RIGHT TO SEEK ANY REMEDY FROM OR TO IMPOSE ANY LIABILITY ON THE GLAM APP, LLC WITH RESPECT TO THE ACTS OR OMISSIONS OF OUR PROFESSIONALS OR USERS.

## **LEGALITY**

You are subject to all laws of the state(s) and countries in which you reside and from which you access the Services and are solely responsible for obeying those laws. You agree we cannot be held liable if laws applicable to you restrict or prohibit your participation. We make no representations or warranties, implicit or explicit, as to your legal right to participate in any Services nor shall any person affiliated, or claiming affiliation with the Services have authority to make any such representations or warranties.

The Services are directed to those individuals and entities located in the United States or worldwide where we are offering Services. The Services are not directed to any person or entity in any jurisdiction where (by reason of location, business decision, nationality, residence, citizenship or otherwise) we are not offering the Services or where the publication or availability of the Services is unavailable or otherwise contrary to local laws or regulations, including those laws or regulations concerning on-demand and in-home or on-location beauty services, product sales, and the like. If this exclusion applies to you, you are not authorized use the Services or to access or use any of the information on the Platform. We make no representation that either the Platform or Services are available outside of the Glam App's specific operating locations.

## **APPLICABLE LAW; JURISDICTION**

The Services are created and controlled by us in the State of California. As such, the laws of the State of California will govern this Agreement, without giving effect to any provisions of California law that direct the choice of another state's laws.

Subject to the *Binding Arbitration* section below, you hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of California and of the United States of America located in the State of California for any litigation arising out of or relating to use of or purchase made through the Services (and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the California Courts and agree not to plead or claim in any California Court that such litigation brought therein has been brought in an inconvenient forum.

## **BINDING ARBITRATION**

Any controversy or claim arising out of or relating to the Services, this Agreement or any related agreement, their enforcement or interpretation, or because of an alleged breach, default or misrepresentation in connection with any of their provisions, shall be determined by binding arbitration. The arbitration proceedings shall be held and conducted by a single arbitrator in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS (the “JAMS Rules”), as modified by this Agreement. Such arbitration shall occur in Los Angeles, California, and be initiated by any party in accordance with the JAMS Rules. The demand for arbitration shall be made by any party hereto within a reasonable time after the claim, dispute or other matter in question has arisen, and in any event shall not be made after the date when institution of legal proceeding, based on such claim, dispute or other matter in question, would be barred by the applicable statute of limitations. Discovery issues shall be decided by the arbitrator. Post-hearing briefs shall be permitted. The arbitrator shall render a decision within twenty (20) days after the conclusion of the hearing(s). In reaching a decision, the arbitrator shall have no authority to change, extend, modify or suspend any of the terms of this Agreement, or to grant an award or remedy any greater than that which would be available from a court under the statutory or common law theory asserted. The arbitrator shall issue a written opinion that includes the factual and legal basis for any decision and award. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of California or federal law, or any of them, as applicable to the claim(s) asserted. Judgment on the award may be entered in any court of competent jurisdiction. The parties may seek, from a court of competent jurisdiction, provisional remedies or injunctive relief in support of their respective rights and remedies hereunder without waiving any right to arbitration. However, the merits of any action that involves such provisional remedies or injunctive relief, including, without limitation, the terms of any permanent injunction, shall be determined by arbitration under this paragraph. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall allocate all costs and expenses of the arbitration (including legal and accounting fees and expenses of the respective parties) to the parties in the proportions that reflect their relative success on the merits (including the successful assertion of any defenses).

## **INDEMNITY**

You and/or anyone acting on your behalf agrees to indemnify and hold The Glam App, LLC, our subsidiaries, partners and affiliates, and our respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys’ fees, due to or arising out of (i) any transaction or interaction between a User and a Professional, (ii) your use of the Services in violation of this Agreement, (iii) a breach of this Agreement including your representations and warranties set forth above and/or (iv) if Your Content causes us to be liable to another.

## **THIRD-PARTY SITES AND SERVICES**

Links found on this Platform may let you leave our Platform and go to sites operated by parties other than the Company or to use third party services (such as that offered by our payment processor). The third-party sites or services are not under our control and we are not responsible for the contents or conduct of any third-party site or service not under our control. Our inclusion of links to third-party sites or use of third-party services does not constitute an endorsement, guaranty, or warranty by us, or any of our affiliates, of any third-party or their content or services. We do not assume any responsibility or liability for the actions, products, content and/or information of

these and other third-parties and/or their websites and you use them at your sole risk. Therefore, you should carefully review their privacy statements and other conditions of use.

## **SEVERABILITY**

The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

## **OTHER**

This Agreement is deemed accepted upon any use of any of the Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

## **SUPPORT**

Subject to the other provisions of this Agreement, we will attempt to help you with any queries or problems that you may have with the Services or any of your purchases through the Services. To reach our customer support team, please e-mail us at [Help@TheGlamApp.com](mailto:Help@TheGlamApp.com). It will expedite your request for assistance by providing our representatives with all the information they need to solve your problem as quickly as possible.

## **THIRD-PARTY MARKETPLACES**

These Terms of Use are between you and The Glam App, LLC only, not with Apple, Facebook, Google or any other third party through which you may have accessed or purchased the Services (“Marketplaces”). The Marketplaces are not responsible for the Services. The Marketplaces have no obligation whatsoever to furnish any maintenance and support services with respect to the Services. To the maximum extent permitted by applicable law, the Marketplaces have no other warranty obligation whatsoever with respect to the Services. The Marketplaces are not responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; or (iv) claims that the Services infringe upon a third party’s intellectual property rights.

## **AGE OF USERS**

We do not intend the Services to be used by minors under the age of 18. Furthermore, we do not market the Services for use by minors under the age of 18. If we learn that a user under the age of 18 has registered for an Account, that user’s Account may be terminated.

## **MODIFICATION**

We reserve the right to make changes to the Services, posted policies and these Terms of Use at any time without notice other than the reposting of the modified Terms of Use, so check back frequently.

Please contact us at [Info@TheGlamApp.com](mailto:Info@TheGlamApp.com) with any questions regarding this Agreement.