

FreeStyle, LLC
Terms of Service for Professionals

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FreeStyle, LLC

Terms of Service for Professionals

These Terms of Service (the "Terms of Service") govern the use of the mobile and internet-based services, business tools offered by FreeStyle, LLC, (the "Company," "The FreeStyle App" , "FreeStyle App" "we" or "us") at and through the website www.getfreestyled.com (the "Website") and through mobile applications (such services, applications and the Website are collectively referred to as the "Services"). The Company's Privacy Policy located at <https://www.getfreestyled.com/privacy>, as well as any Payment Terms agreements relating to the Services (each, a "fee") executed by you ("you" or "Professional") or accepted by you via email or online, and any community guidelines or dispute resolution procedures that the Company may provide, are all considered part of these Terms of Service and are incorporated by reference into these Terms of Service in their entirety. In the event of a conflict between these Terms of Service and any Payment Terms agreement, these Terms of Service will control. Any reference to these Terms of Service shall include and mean a reference to all such incorporated policies, guidelines, programs, schedules and processes. In the event of a conflict between these Terms of Service and the any other terms posted on the Website, the terms of these Terms of Service shall govern, and in the event of a conflict between these Terms of Service and the End User License Agreement in mobile applications (the "EULA"), the terms of the EULA shall govern. These Terms of Service apply to any use of the Services, whether in connection with a referral fee or free trial.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN THE FREESTYLE APP AND YOU WHICH GOVERNS YOUR USE OF THE SERVICES. YOUR USE OF THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO ALL OF THE TERMS AND CONDITIONS IN THESE TERMS OF SERVICE AND YOUR REPRESENTATION THAT YOU ARE 18 YEARS OF AGE OR OLDER. IF YOU OBJECT TO ANYTHING IN THESE TERMS OF SERVICE YOU ARE NOT PERMITTED TO USE THE SERVICES.

If you are accepting these Terms of Service and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant to the Company that you have full power and authority to do so.

The Services are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Unauthorized reproduction or distribution of the Services, or any portion of them, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. The Services are licensed, not sold.

The FreeStyle App Services

The FreeStyle App is a platform that connects salons, merchants, stylists and Professionals providing hair, beauty and other health and wellness services ("Styling Services") with clients seeking such services

("Clients"). The Professionals and Clients are both users of the Services provided by The FreeStyle App and are hereinafter referred to collectively as "Users."

The FreeStyle App Platform

The FreeStyle App solely provides a platform for Professionals and Clients to connect and serves only as a medium to facilitate the provision of Styling and Beauty Services. The FreeStyle App does not provide or contract for Styling and Beauty Services, and Professionals and Clients contract independently for the provision of Styling Services. Each Client is solely responsible for selecting the Professional, the Styling Services to be provided and the location at which Styling Services will be performed, whether on the premises of a Professional or at a site designated by the Client. Any decision by a Client to receive Styling Services or by a Professional to provide Styling Services is a decision made in such person's sole discretion and at their own risk. All Users understand and acknowledge that (i) the Company does not conduct background checks on Clients and (ii) any provision of Services in a private location inherently increases the risks involved for both Clients, Professionals and any personnel of Professionals, as applicable. Each Professional must decide whether a Client is suited to such Professional's services and should exercise caution and common sense to protect the personal safety and property of such Professional and its personnel, as applicable, just as they would when interacting with anyone you don't know. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES AND YOU HEREBY RELEASE THE COMPANY AND ITS AFFILIATES OR LICENSORS FROM ANY LIABILITY RELATED THERETO. COMPANY AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE SERVICES.

The FreeStyle App does not have control over the quality, suitability, reliability, timing, durability, legality, failure to provide, or any other aspect whatsoever of any Styling Services provided by Professionals nor of the integrity, responsibility or any of the actions or omissions whatsoever of any Professionals or Clients. The FreeStyle App makes no representations or warranties whatsoever with respect to Styling Services offered or provided by Professionals or requested by Clients through use of the Services, whether in public, private, or offline interactions, or about the accreditation, registration or licensing of any Professional. You understand that The FreeStyle App does not routinely screen its Users, inquire into the background of its Users or attempt to verify information provided by any User. The FreeStyle App does not verify or confirm that any User is who they claim to be or is accurately representing themselves and does not verify or confirm any representations with respect to Styling Services on the Services. The FreeStyle App does not assume any responsibility for the accuracy or reliability of this information or any information provided through the Services. Notwithstanding the foregoing, The FreeStyle App may, but is not obligated to, check the background and experience of Professionals via third-party background check services and first party interviews, including but not limited to a verification of identity and a comprehensive criminal background check and may terminate a Professional based on any information discovered during such background checks and first party interviews.

In connection with certain services, including Styling Services, for which reservations are made available on the Services, if approved by The FreeStyle App, you may require Clients to enter credit card or other payment information, and at your discretion, you may charge fees for reservations, including cancelled and missed appointments, only in accordance with any policy posted on your The FreeStyle App page at the time of the Client's booking. While The FreeStyle App takes what it believes to be reasonable efforts to ensure secure transmission of your information to third parties who assess and process payments, The FreeStyle App is not responsible for any fees or charges assessed by third parties or any errors in the processing of payments by third parties, including any errors that result from third-party negligence, improper transmission of payment information, a Client's mistaken submission of payment information or submission of erroneous payment information.

You agree and represent that you will honor the reservations made by Clients through the Services, or will communicate with them in advance to resolve any scheduling conflicts to the Client's and The FreeStyle App's satisfaction.

Accounts

Account Registration

By creating an account with The FreeStyle App (an "Account"), and paying the applicable Fees, you are granted a right to use the Services provided by The FreeStyle App subject to the restrictions set forth in these Terms of Service and any other restrictions stipulated to you by us in writing. Our registration process will ask you for information including your name and other personal and business information (including information regarding any licensing and registration applicable to you where you provide the Services). You must complete this and other processes to access any funds that you accept through the Services. In registering for an Account, you agree to provide true, accurate, current and complete information about yourself as prompted by the Services' registration process and as requested from time to time by The FreeStyle App (such information, "Registration Data"). You further agree that, in providing such Registration Data, you will not knowingly omit or misrepresent any material facts or information and that you will promptly enter corrected or updated Registration Data via the Services, or otherwise advise us promptly in writing of any changes or updates to your Registration Data. You further consent and authorize us to verify your Registration Data as required for your use of and access to the Services. We reserve the right to suspend or terminate the Account of any User who provides inaccurate, untrue, or incomplete information, or who fails to comply with the account registration requirements.

Your Account

By creating an Account, you confirm that you are either a legal resident of the United States, a United States citizen, or a business entity authorized to conduct business by the state(s) in which you operate. The Services and your Account may only be used for business purposes in the fifty states of the United States of America and the District of Columbia. You may not export the Services directly or indirectly, and you acknowledge that the Services may be subject to export restrictions imposed by US law, including US Export Administration Regulations (15 C.F.R. Chapter VII). The above paragraph is

applicable to U.S.-based Users only, and international users are required to comply with applicable international law.

You agree to maintain your Account solely for your own use. You agree that you will not allow another person to use your Account to access or use the Services under any circumstances. You are solely and entirely responsible for maintaining the confidentiality of your Account and for any charges, damages, liabilities or losses incurred or suffered as a result of your failure to do so. We are not liable for any harm caused by or related to the theft of your Account, your disclosure of your Account, or your authorization to allow another person to access or use the Services using your Account. Furthermore, you are solely and entirely responsible for any and all activities that occur under your Account including any charges incurred relating to the Services. You agree to immediately notify us of any unauthorized use of your Account or any other breach of security known to you. You acknowledge that the complete privacy of your data and messages transmitted while using the Services cannot be guaranteed.

Linking Your Account

As part of the functionality of the Services, The FreeStyle App links your Account with online accounts you may have with third party service providers (each such account, a "Third Party Account") by either: (i) providing your Third Party Account login information through the Services; or (ii) allowing The FreeStyle App to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account. You represent that you are entitled to disclose your Third Party Account login information to The FreeStyle App and/or grant The FreeStyle App access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating The FreeStyle App to pay any fees or making The FreeStyle App subject to any usage limitations imposed by such third party service providers. By granting The FreeStyle App access to any Third Party Accounts, you understand that (i) The FreeStyle App may access, make available and store (if applicable) any content that you have provided to and stored in your Third Party Account (the "SNS Content") so that it is available on and through the Services via your Account, including without limitation any friend lists, and (ii) The FreeStyle App may submit and receive additional information to your Third Party Account to the extent you are notified when you link your Account with the Third Party Account. Unless otherwise specified in these Terms of Service, all SNS Content, if any, shall be considered to be Content (as defined below) for all purposes of these Terms of Service. Depending on the Third Party Accounts you choose and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts may be available on and through your Account on the Services. Please note that if a Third Party Account or associated service becomes unavailable or The FreeStyle App's access to such Third Party Account is terminated by the third party service provider, then SNS Content may no longer be available on and through the Services. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. The FreeStyle App makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and The FreeStyle App is not responsible for any SNS Content.

You acknowledge and agree that the Services may access your e-mail address book associated with a Third Party Account and your contacts list stored on your mobile device or tablet computer solely for the purposes of identifying and informing you of those contacts who have also registered to use the Services. At your request made via e-mail to info@getfreestyled.com, The FreeStyle App will deactivate the connection between the FreeStyle App Services and your Third Party Account any information stored on The FreeStyle App 's servers that was obtained through such Third Party Account will be hidden, except the username and profile picture associated with your Account.

The Services may contain links to third party websites that are not owned or controlled by The FreeStyle App. The FreeStyle App has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, The FreeStyle App will not and cannot censor or edit the content of any third-party site. By using the Services, you expressly relieve The FreeStyle App from any and all liability arising from your use of any third-party website.

Termination of Accounts

Right to Terminate

The FreeStyle App reserves the right, in its sole discretion, to terminate your Account, or use of the Services, if you violate these Terms of Service, or for any reason or no reason at any time. We may also suspend your access to the Services and your Account (including the funds in your Account) if you (a) have violated the terms of these Terms of Service, any other agreement you have with The FreeStyle App, including without limitation the EULA, or The FreeStyle App 's policies, (b) pose an unacceptable credit or fraud risk to us, (c) provide any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct or (iv) for any other reason in The FreeStyle App 's sole discretion.

You may terminate these Terms of Service and/or the EULA by terminating your Account at any time. Upon closure of an Account, any pending transactions will be cancelled. Any funds that we are holding in custody for you at the time of closure, less any applicable Fees, will be paid out to you according to your payout schedule, assuming all payout-related authentication requirements have been fulfilled (for example, you may not close your Account as a means of evading your payout schedule). If an investigation is pending at the time you close your Account, we may hold your funds as described herein. If you are later determined to be entitled to some or all of the funds in dispute, we will release those funds to you.

Termination Effects

If your Account is terminated or suspended for any reason or no reason, you agree: (a) to continue to be bound by these Terms of Service, (b) to immediately stop using the Services, (c) that any licenses grant to you under these Terms of Service shall end, (d) that we reserve the right (but have no obligation) to hide or delete all of your information and account data stored on our servers, and (e) that The FreeStyle App shall not be liable to you or any third party for termination or suspension of access to the Services or for deletion or hiding of your information or account data. You agree that The FreeStyle App may

retain and use your information and account data as needed to comply with investigations and applicable law.

We will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Services, or in connection with any termination or suspension of the Services. Any termination of these Terms of Service does not relieve you of any obligations to pay any Fees or costs accrued prior to the termination and any other amounts owed by you to us as provided in these Terms of Service.

Professional Accounts

- Professionals may use the Services to offer Styling Services only through their business or personal website or software application (a "Professional Site"), and we reserve approval authority as to the implementation and use of the Services on the Professional Site. We may suspend the Services in the event we find any implementation issues with the Professional Site. Such suspension shall remain in effect until the Professional corrects any issues specified by The FreeStyle App and a suspension shall not relieve a Professional of its payment obligations under these Terms of Service.
- By creating an Account as a Professional, you certify that you are, or if you are a salon, merchant or other business entity, all of your employees, independent contractors or agents who are providing the Styling Services each are, a licensed professional and that your business information is correctly represented on The FreeStyle App . You further certify that you are duly licensed to provide Styling Services "in-home" or otherwise outside your place of business should you advertise such Styling Services on The FreeStyle App. The FreeStyle App reserves the right to remove or hide any incorrect, out of date, or illegal information from profiles, as well as remove or hide the entire profile itself.

By creating an Account as a Professional, you confirm that you will not accept payments from or in connection with the following businesses or business activities: (1) any illegal activity or goods, (2) buyers or membership clubs, including dues associated with such clubs, (3) credit counseling or credit repair agencies, (4) credit protection or identity theft protection services, (5) direct marketing or subscription offers or services, (6) infomercial sales, (7) internet/mail order/telephone order pharmacies or pharmacy referral services (where fulfillment of medication is performed with an internet or telephone consultation, absent a physical visit with a physician including re-importation of pharmaceuticals from foreign countries), (8) unauthorized multi-level marketing businesses, (9) inbound or outbound telemarketers, (10) prepaid phone cards or phone services, (11) rebate based businesses, (12) up-sell merchants, (13) bill payment services, (14) betting, including lottery tickets, casino gaming chips, off-track betting, and wagers at races, (15) manual or automated cash disbursements, (16) prepaid cards, checks, or other financial merchandise or services, (17) sales of money-orders or foreign currency, (18) wire transfer money orders, (19) high-risk products and services, including telemarketing sales, (20) service station merchants, (21) automated fuel dispensers, (22) adult entertainment oriented products or services (in any medium, including internet, telephone, or printed material), (23) sales of (i) firearms, firearm parts or hardware, and ammunition; or (ii) weapons and other devices designed to

cause physical injury (24) internet/mail order/telephone order cigarette or tobacco sales, (25) drug paraphernalia, (26) occult materials, (27) hate or harmful products, (28) escort services, or (29) bankruptcy attorneys or collection agencies engaged in the collection of debt.

Payment Processing Services

The FreeStyle App's Role

The Services allow Clients to pay and Professionals to accept payments, including Card-based payments initiated with Cards bearing the trademarks of MasterCard International Inc. and Visa Inc. (collectively, the "Networks"). We are not a bank and we do not offer banking services as defined by the United States Department of Treasury.

The FreeStyle App facilitates the processing of payments Professionals receive from Clients. This means that we collect, analyze and relay information generated in connection with these payments.

Authorization

Professionals authorize us to hold, receive, and disburse funds on your behalf. Your authorization permits us to generate a paper draft or an electronic funds transfer to process each payment transaction that you authorize. Your authorizations will remain in full force and effect until your Account is closed or terminated.

Third Party Payment Service Provider

Users will be required to provide their credit card or bank account details to the Company and the Payment Service Provider retained by The FreeStyle App (the "PSP"). As a condition of The FreeStyle App enabling payment processing services through the PSP, you agree to provide The FreeStyle App accurate and complete information about you and your business, and you authorize The FreeStyle App to share it and transaction information related to your use of the PSP services.

Professionals may be required to register with the PSP, agree to a PSP Account Agreement and the Terms of Service of the PSP and go through a vetting process at the request of the PSP to set up their account with the PSP. The PSP Account Agreement and Terms of Service between Professionals and the PSP retained by the Company are available at <https://stripe.com/docs/connect/updating-accounts#tos-acceptance> (collectively, the "PSP Agreement"), which may be modified by the PSP from time to time. By accepting these Terms of Use, each Professional agrees that they have downloaded or printed, and reviewed and agreed to the PSP Agreement. Please note that the Company is not a party to the PSP Agreement and that you, the PSP and any other parties listed in the PSP Agreement are the parties to the PSP Agreement and that the Company has no obligations or liability to any Professional under the PSP Agreement.

Company reserves the right, in its sole discretion (but not the obligation), to (i) place on hold any payments from the Client for Styling Services and out of pocket expenses, or (ii) refund, provide credits or arrange for the PSP to do so.

Unauthorized or Illegal Use

We may decide not to authorize or settle any transaction that you submit to us if we believe in our sole discretion that the transaction is in violation of these Terms of Service or any other The FreeStyle App agreement, or that it exposes Professionals, other The FreeStyle App Users, the PSP or The FreeStyle App to harm. Harm includes fraud and other criminal acts as determined by The FreeStyle App in our sole discretion. If we reasonably suspect that your Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your Account, and any of your transactions with law enforcement.

Accepted Cards

The FreeStyle App works with any US-issued and most non-US issued credit, debit, prepaid, or gift cards ("Cards") with a Visa, MasterCard, or Discover logo. We may remove or add Cards that we accept at any time without prior notice. We will generally only process Cards that receive an authorization from the applicable Network and Card issuer. You understand that there may be times when the Client may not be the authorized user of the Card or that such Client may otherwise contest the transaction through the Chargeback process (described below). You agree to comply with the Chargeback process and to liability associated with such Chargebacks.

Network Rules that Apply

The Networks require that you and The FreeStyle App comply with all applicable bylaws, rules, and regulations ("Network Rules"). The Networks amend their rules and regulations from time to time. The FreeStyle App may be required to change these Terms of Service in connection with amendments to the Network Rules. Significant portions of the Network Rules are available to the public at www.visa.com, www.mastercard.com, and www.americanexpress.com.

Network Rules currently prohibit you from dispensing cash on any Card transaction. The Rules also restrict your ability to assess a surcharge or split a single transaction in to multiple transactions except in certain limited situations.

Your use of Network logos is governed by the Rules; you agree to familiarize yourself with and to comply with these requirements.

Access to Account Funds

Subject to the payout schedule identified below, we will deposit amounts received by us for transactions you submit through the Services (less any applicable Fees) to your verified bank account.

In the event the bank account you link to your Account is incorrect and The FreeStyle App is not able to debit or credit the bank account, the bank account will be de-linked from your Account.

In the event that you do not have an ACH-enabled bank account linked to your Account, you may request a physical check. Check requests may be subject to a processing fee and an identity verification

process. It is your obligation to request a check or otherwise link an ACH-enabled bank account to your Account in order to receive your funds.

Funds for any given transaction will not be deposited until the transaction is deemed complete. Transactions will be deemed complete when we have received or sent the funds and when we or the designated financial institutions have accepted the transaction or funds.

Standard Schedule of Payouts

Once you validate your US bank account, and have ten dollars or more in your Account, The FreeStyle App will automatically initiate a payout to your bank account at the end of every business day when you have more than ten dollars in your account. Payouts to your bank account for payments received before 4pm Pacific Time will usually fund the next business day.

Availability of Funds

Should The FreeStyle App need to conduct an investigation or resolve any pending dispute related to your Account, we may defer payout or restrict access to your funds for the entire time it takes for us to do so. We also may defer payout or restrict access to your funds as necessary to comply with applicable law or court order, or if otherwise requested by law enforcement or governmental entity.

Taxes

You are responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason in connection your use of our software and services ("Taxes"). You also are solely responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction. The FreeStyle App specifically disclaims any liability for Taxes.

If in a given calendar year you receive (i) more than \$20,000 in gross amount of payments and (ii) more than 200 payments, The FreeStyle App will report annually to the Internal Revenue Service ("IRS"), as required by law, your name, address, Tax Identification Number (such as a Social Security Number (SSN), or Employer Identification Number (EIN)), the total dollar amount of the payments you receive in a calendar year, and the total dollar amount of the payments you receive for each month in a calendar year. Whether you reach \$20,000 in payments or more than 200 payments will be determined by looking at the SSN associated with your Account.

Customer Care

Each Professional, as a separate entity from The FreeStyle App, is solely responsible for all customer service issues relating to such Professional's goods or services, including without limitation, any Styling Services, pricing, order fulfillment, order or appointment cancellation, returns, refunds and adjustments, rebates, functionality and warranty, and feedback concerning experiences with such Professional, any personnel, their policies or processes. In performing customer service, Professionals must present

themselves as a separate entity from The FreeStyle App. As between Professionals and The FreeStyle App, The FreeStyle App is solely responsible for customer service issues relating to any Account, payment, Card processing, debiting or crediting.

Refunds and Returns

By accepting payment Card transactions with The FreeStyle App, you agree to process returns of, and provide refunds and adjustments for, your goods or services through your Account in accordance with these Terms of Service and Network Rules. Network Rules require that you will (a) maintain a fair return, cancellation or adjustment policy; (b) disclose your return or cancellation policy to Clients at the time of purchase, (c) not give cash refunds to a Client in connection with a Card sale, unless required by law, and (d) not accept cash or any other item of value for preparing a Card sale refund. The amount of the refund/adjustment must include any associated taxes required to be refunded and cannot exceed the amount shown as the total on the original sales data except by the exact amount required to reimburse the Client for postage that the Client paid to return merchandise. If you accept returns and are making an uneven exchange of merchandise (e.g., the sales price is not the same), you must issue a credit for the total amount of the merchandise being returned and complete a new sale for any new merchandise. Please be aware, if your refund policy prohibits returns or is unsatisfactory to the Client, you may still receive a Chargeback relating to such sales.

You can process a refund through your Account up to sixty (60) days from the day you accepted the payment. If your available The FreeStyle App balance is insufficient to cover the refund, The FreeStyle App will request your authorization to withdraw up to the requested refund amount from your bank account. The FreeStyle App will then withdraw the amount you were paid (the sale amount minus the initial transaction fee) from your bank account, and credit it back into your Client's Card. The Fees are also refunded by The FreeStyle App, so the full purchase amount is always returned to your Client. The FreeStyle App has no obligation to accept any returns of any of your goods or services on your behalf.

Liability for Chargebacks and Fraudulent Actions

The amount of a transaction may be reversed or charged back to your Account (a "Chargeback") if the transaction (a) is disputed, (b) is reversed for any reason by the Network, our processor, or a Client or our financial institution, (c) was not authorized or we have any reason to believe that the transaction was not authorized, (d) is allegedly unlawful, suspicious, or in violation of the terms of these Terms of Service.

- The FreeStyle App is not liable for any losses relating to Chargebacks, fraudulent charges, or other actions by any User that are deceptive, fraudulent or otherwise invalid as determined in The FreeStyle App's sole discretion ("Fraudulent Actions"). By using the Services, you hereby release The FreeStyle App from any liability arising from Fraudulent Actions. You will also use best efforts to promptly notify The FreeStyle App of any Fraudulent Actions which may affect the Services. The FreeStyle App reserves the right, in its sole discretion, to terminate the account of any User that engages in, or enables any other User to engage in, Fraudulent Actions.

The FreeStyle App Collection Rights for Chargebacks

For any transaction that results in a Chargeback, we may withhold the Chargeback amount in a Reserve. We may debit the amount of any Chargeback and any associated Fees, fines, or penalties listed in the Fee Schedule or assessed by the Association or our processor from your Account (including without limitation any Reserve), any proceeds due to you, your bank account, or other payment instrument registered with us. If you have pending Chargebacks, we may delay payouts from your Account. Further, if we reasonably believe that a Chargeback is likely with respect to any transaction, we may withhold the amount of the potential Chargeback from payments otherwise due to you under these Terms of Service until such time that: (a) a Chargeback is assessed due to a Client's complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which the Client may dispute that the transaction has expired; or (c) we determine that a Chargeback on the transaction will not occur. If we are unable to recover funds related to a Chargeback for which you are liable, you will pay us the full amount of the Chargeback immediately upon demand. You agree to pay all costs and expenses, including without limitation attorneys' fees and other legal expenses, incurred by or on behalf of us in connection with the collection of all Account deficit balances unpaid by you.

Excessive Chargebacks

If we determine that you are incurring an excessive amount of Chargebacks, we may establish controls or conditions governing your Account, including without limitation, by (a) establishing new processing fees, (b) creating a Reserve in an amount reasonably determined by us to cover anticipated Chargebacks and related fees, (c) delaying payouts, and (d) terminating or suspending the Services.

Contesting Chargebacks

You agree to assist us when requested, at your expense, to investigate any of your transactions processed through the Services. To that end, you permit us to share information about a Chargeback with the Client, the Client's financial institution, and your financial institution in order to investigate and/or mediate a Chargeback. We will request necessary information from you to contest the Chargeback. If the Chargeback is contested successfully, we will release the reserved funds to your Account. If a Chargeback dispute is not resolved in your favor by the Network or issuing bank or you choose not to contest the Chargeback, we may recover the Chargeback amount and any associated fees as described in these Terms of Service. You acknowledge that your failure to assist us in a timely manner when investigating a transaction, including providing necessary documentation within fifteen (15) days of our request, may result in an irreversible Chargeback. We reserve the right, upon notice to you, to charge a fee for mediating and/or investigating Chargeback disputes.

The FreeStyle App Set-off Rights

You grant us a security interest in, as well as a right of setoff against, and hereby assign, convey, deliver, pledge and transfer to us, as security for repayment of any obligations due under these Terms of Service, all of your right, title, and interest in and to all of your accounts with us. However, this grant will not apply to any accounts for which the grant of a security interest would be prohibited by law. You

authorize us, without prior notice to you and irrespective of (i) whether we have made demand under these Terms of Service or any other related agreements; and (ii) whether the obligation is contingent, matured or unmatured, to the extent permitted by law, to collect, charge, and/or setoff all sums owing on the indebtedness against any and all such accounts and other obligations, and our option, to administratively freeze or direct any third party bank holding the account to freeze all such accounts to allow us to protect our security interest, collection, charge and setoff rights as provided for in this section.

To the extent permitted by law, we may set off against the balances for any obligation you owe us under these Terms of Service, including without limitation any Chargebacks. All Fees are charged at the time we process a transaction and are deducted first from the transferred or collected funds and thereafter from the balance in your Account. If you owe us an amount that exceeds your balance, we may charge or debit a payment instrument registered in your Account or any connected Account (as well as set off against any balance in any connected Account). Your failure to fully pay amounts that you owe us on demand will be a breach of these Terms of Service. You will be liable for our costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, collection agency fees, and any applicable interest.

Inactive Accounts

If there is no activity in your Account (including access or payment transactions) for at least two years, consecutively, and you have a balance, we will notify you by sending an email to the email address associated with your Account and give you the option of keeping your Account open and maintaining the balance, withdrawing the balance, or requesting a check. If you do not respond to our notice within thirty days, we will automatically close your Account and escheat your funds in accordance with applicable law, and if permitted, to The FreeStyle App.

Processing Errors

We will attempt to rectify processing errors that we discover. If the error resulted in your receipt of less than the amount to which you were entitled, The FreeStyle App will credit your Account for the difference. If the error results in your receipt of more than the amount to which you were entitled, The FreeStyle App will debit the extra funds from your Account. The FreeStyle App will only correct transactions that you process incorrectly if and when you notify us of such an error. Your failure to notify us of a processing error within thirty days of when it first appears on your electronic transaction history will be deemed a waiver of any right to amounts owed to you.

Professional's Loyalty Programs

Professionals may offer loyalty programs to Clients. If a Professional offers such a loyalty program, the Professional (and not The FreeStyle App) is responsible for ensuring that its program and any associated rewards are compliant with applicable federal and state laws, including laws governing prepaid cards and special offers such as rebates and coupons. Professionals agree to make available to Clients any terms and conditions applicable to such Professional's loyalty program.

The FreeStyle App Programs

The Company may from time to time provide certain programs, promotions, opportunities, sweepstakes and contests to Users ("The FreeStyle App Programs"). The FreeStyle App may at any time in its sole discretion, change, modify, add to, supplement or delete the terms and conditions of any The FreeStyle App Program, including without limitation changing the name, fees and eligibility of requirements to participate in such The FreeStyle App Program. The Company will endeavor to notify you of any material changes by email, but will not be liable for any failure to do so. In any case, the liability of any of Company's partners pursuant to such The FreeStyle App Programs shall be limited as described in these Terms of Service.

The FreeStyle App Programs may, among other things, offer certain benefits to Users for referring Professionals or Clients to the Services. The FreeStyle App Programs may offer certain premium services for additional fees to certain Users. Currently, each User will have the choice to join The FreeStyle App Program, however, in the future, the participation in certain of the FreeStyle App Programs may become mandatory for certain Users.

If any future changes to these Terms of Service are unacceptable to you or cause you to no longer be in compliance with these Terms of Service, you must terminate, and immediately stop using, the Services.

Use of the Services; Limitations and Changes to the Services.

- We may change, modify, suspend, or discontinue all or any part of the Services at any time, with or without reason. You acknowledge that the operation of the Services may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors and The FreeStyle App shall not be responsible to you or others for any such interruptions, errors or problems or an outright discontinuance of the Services. The FreeStyle App has no obligation to maintain or update the Services or to continue producing or releasing new versions of the Services.

We will make reasonable efforts to keep the Services operational 24 hours a day/7 days a week, except for: (i) planned downtime (of which we will endeavor to provide at least 8 hours prior notice); or (ii) any unavailability caused by circumstances beyond our control, including but not limited to, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet service provider failures or delays.

As a User of the Services, you agree to follow all applicable rules and laws and take full responsibility for any promotion you offer via the Services.

When you publish content or information using the "public" setting, it means that everyone, including people outside of the FreeStyle App community, will have access to that information, and we may not have control over what they do with it, including limiting their ability to repost or re-publish such information.

We always appreciate your feedback or other suggestions about The FreeStyle App, but you understand that we may use them and you hereby grant us all rights to such suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

We do our best to keep The FreeStyle App safe and spam free, but can't guarantee it. In order to help us do so, you agree not to:

- send or otherwise post unauthorized commercial communications (such as spam) on the Services.
- collect Users' content or information, or otherwise access the Services, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
- engage in unlawful multi-level marketing, such as a pyramid scheme, on the Services.
- upload viruses or other malicious code.
- solicit login information or Account IDs or access an account belonging to someone else.
- bully, intimidate, or harass any User.
- post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.
- develop, advertise or otherwise market alcohol-related or other mature content.
- use The FreeStyle App to do anything unlawful, misleading, malicious, or discriminatory.
- do anything that could disable, overburden, or impair the proper working of The FreeStyle App or the Services, such as a denial of service attack.
- facilitate or encourage any violations of these Terms of Service.

To make sure we are able to provide a service to our Users and customers, we need to make sure our pages are accurate and up-to-date. To help us do so, you agree to:

- keep your Registration Data and contact information accurate and up-to-date.
- keep your Account information confidential and to not share your login information or Account IDs, let anyone else access your Account, or do anything else that might jeopardize the security of your Account.

HIPAA Notice

You should not share any protected health information with service providers via the Service. The Services are not intended to be used to communicate protected health information, and it is not intended to be compliant with the Health Insurance Portability and Accountability Act (HIPAA). The term "protected health information" means any information that relates to the past, present or future

physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual. If you do share any protected health information, you do so at your own risk.

Proprietary Rights

- The Services contains content and technology of the Company that is protected by copyright, trademark, patent, trade secret and other laws. The Company owns intellectual property rights to any protectable part of the Services, including but not limited to the design, artwork, logos, functionality, and documentation (collectively, the "Company Property"). You may not copy, modify, or reverse engineer any part of the Services or the Company Property.

In order to operate the Services, the Company needs to make certain use of your publicly posted Content. Therefore, by posting, uploading or submitting to The FreeStyle App , or making available for inclusion in publicly accessible areas of The FreeStyle App , any text, images, photos, graphics, audio or video, including any content protected by intellectual property rights (collectively, "Content"), you represent that you have full authorization to do so. You also hereby grant The FreeStyle App a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, distribute, reproduce, modify, adapt, publicly perform, publicly display and make derivative works of such Content in connection with the Services and any services or products affiliated with the Services, regardless of the form of media used or of whether such services or products now exist or are developed in the future. This license exists only for as long as you elect to continue to include such Content on The FreeStyle App and will terminate at the time such Content is hidden or removed from the Services by you or by The FreeStyle App; provided that the license will not terminate and will continue notwithstanding any removal of the Content or termination of your use of the Services to the extent, The FreeStyle App needs to use such Content in connection with any investigation or compliance with any laws.

You agree to not post any images containing written text or text overlays. Images may not have symbols or text-images anywhere in the photo, including but not limited to shapes, logos, or emoticons, etc. The FreeStyle App reserves the right to remove or hide or change any images without notice.

When you delete Content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed Content may persist in backup copies for a reasonable period of time (but will not be available to others).

Subject to the terms and conditions hereof, Company hereby grants each Professional a limited, revocable, non-sublicensable license to display the logos, trademarks or other design marks of the Company that were provided by the Company to Professional for use solely in connection with your use of the Services, promotion of Styling Services offered via the Services or other uses expressly permitted by the Company in writing. Notwithstanding such permitted uses and license, you acknowledge that all derivative designs and artwork which utilize the Company's logo or other Company Property (collectively, "Derivative Works") are the sole property of the Company. No other rights are granted to you with respect to the Company Property other than those rights granted explicitly herein, including with respect to any Derivative Works.

Any Content posted by a User belongs to the person that posted such Content. You may use any Content posted by you in any way without restriction. You may only use Content posted by others in the ways described in these Terms of Service.

The Company reserves the right to remove or hide any Content from the Services, at its sole discretion.

The Company respects the intellectual property of others. It may, in appropriate circumstances and at its discretion, disable and/or terminate the Accounts of Users who the Company, in its determination, believes have repeatedly infringed others' rights. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide the following information to the Company's copyright agent via email to info@getfreestyled.com or by mail to FreeStyle, LLC, Attn: Copyright Agent, 350 Galloway Street NE, Washington, DC 20011:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- description of where the material that you claim is infringing is located on the site, including a url link;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized or consented to by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is completely accurate and that you are the copyright or intellectual property owner or are authorized to act on the copyright or intellectual property owner's behalf.

The Company reserves the right to send Professionals and Clients a newsletter from time to time if they opt-in to receiving one. This communication will be highly targeted based on how each Client uses The FreeStyle App and will be designed to inform Clients of how to get more value from the Services.

- If you have any questions regarding privacy, please read our Privacy Policy available at <https://www.getfreestyled.com/privacy/>

Disclaimers

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. YOU ARE FULLY AND SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS AND YOU AGREE THAT IT IS SOLELY YOUR RESPONSIBILITY TO TAKE REASONABLE PRECAUTIONS IN ALL ACTIONS AND INTERACTIONS WITH OTHER PROFESSIONALS AND

CLIENTS AND IN THE PROVISION OR RECEIPT OF STYLING SERVICES. THE FREESTYLE APP IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES. THE FREESTYLE APP IS UNDER NO OBLIGATION TO, AND DOES NOT ROUTINELY, SCREEN ITS USERS, INQUIRE INTO THE BACKGROUND OF ITS USERS OR ATTEMPT TO VERIFY INFORMATION PROVIDED BY ANY USER. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR DISPUTES BETWEEN YOU AND OTHER USERS. PLEASE CAREFULLY SELECT THE TYPE OF INFORMATION THAT YOU POST ON THE SERVICES OR THROUGH THE SERVICES OR RELEASE TO OTHERS. WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER PARTICIPANTS OR USERS.

IT IS POSSIBLE FOR OTHERS TO OBTAIN PERSONAL INFORMATION ABOUT YOU DUE TO YOUR USE OF THE SERVICES OR STYLING SERVICES, AND THAT THE RECIPIENT MAY USE SUCH INFORMATION TO HARASS OR INJURE YOU. WE ARE NOT RESPONSIBLE FOR THE USE OF ANY PERSONAL INFORMATION THAT YOU DISCLOSE ON THE SERVICES OR THROUGH THE SERVICES. YOU UNDERSTAND THAT IN USING THE SERVICES, SENSITIVE INFORMATION WILL TRAVEL THROUGH THIRD-PARTY INFRASTRUCTURE THAT IS NOT UNDER THE FREESTYLE APP 'S CONTROL (SUCH AS THIRD-PARTY SERVERS). THE FREESTYLE APP MAKES NO WARRANTY WITH RESPECT TO THE SECURITY OF SUCH THIRD-PARTY INFRASTRUCTURE.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE FREESTYLE APP AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

THE FREESTYLE APP MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (II) THAT YOUR ACCESS TO OR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, (III) THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED, OR (IV) THAT THE SERVICES OR ANY SERVER THROUGH WHICH YOU ACCESS THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE FREESTYLE APP MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE QUALITY, SUITABILITY, RELIABILITY, TIMING, DURABILITY, LEGALITY, OR ANY OTHER ASPECT OF STYLING SERVICES OFFERED OR PROVIDED BY PROFESSIONALS OR REQUESTED BY CLIENTS THROUGH USE OF THE SERVICES WHETHER IN PUBLIC, PRIVATE, OR OFFLINE INTERACTIONS OR ABOUT THE ACCREDITATION, REGISTRATION OR LICENSE OF ANY PROFESSIONAL.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE FREESTYLE APP OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

Limitation of Liability and Release

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE FREESTYLE APP OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR BODILY INJURY OR EMOTIONAL DISTRESS AND DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) STYLING SERVICES FACILITATED BY THE SERVICES OR ANY INTERACTIONS BETWEEN USERS, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL VIOLENCE, AND DESTRUCTION OF PERSONAL PROPERTY) OR ANY DISPUTE WITH ANY USER; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; (IV) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF THE SERVICES OR YOUR DATA OR TRANSMISSIONS; OR (V) ANY OTHER MATTER RELATING TO THE SERVICES.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

THE FREESTYLE APP EXPRESSLY DISCLAIMS ANY LIABILITY THAT MAY ARISE BETWEEN USERS RELATED TO OR ARISING FROM USE OF THE SERVICES. BECAUSE THE FREESTYLE APP IS NOT INVOLVED IN THE ACTUAL INTERACTIONS BETWEEN PROFESSIONALS AND CLIENTS OR IN THE PROVISION OF ANY STYLING SERVICES, YOU HEREBY RELEASE AND FOREVER DISCHARGE THE FREESTYLE APP AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSORS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES (ACTUAL OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, WHETHER KNOWN OR UNKNOWN, CONTINGENT OR LIQUIDATED, ARISING FROM OR RELATED TO ANY DISPUTE OR INTERACTIONS WITH ANY OTHER USER, WHETHER ONLINE OR IN PERSON, WHETHER RELATED TO THE PROVISION OF STYLING SERVICES OR OTHERWISE.

Dispute Resolution

Informal Negotiations

To expedite resolution and the cost of any dispute, controversy or claim related to these Terms of Service ("Dispute"), you and The FreeStyle App agree to first attempt to negotiate any Dispute (except those Disputes expressly excluded below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations will commence upon written notice. Your address for such notices is your billing address, with an email copy to the email address you have provided to The FreeStyle App. The FreeStyle App's address for such notices is FreeStyle, LLC, 350 Galloway Street NE, Washington, DC 20011 Attention: Legal.

Binding Arbitration

If you and The FreeStyle App are unable to resolve a Dispute through informal negotiations, all claims arising from use of the Services (except those Disputes expressly excluded below) shall be finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party will be final and binding on the other. YOU UNDERSTAND THAT IF EITHER PARTY ELECTS TO ARBITRATE, NEITHER PARTY WILL HAVE THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL. The arbitration will be commenced and conducted under the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share or arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules). If your claim for damages does not exceed USD 10,000, The FreeStyle App will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil Procedure 11(b)). The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in these Terms of Service, you and The FreeStyle App may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

Exceptions to Alternative Dispute Resolution.

Claims where mandatory arbitration is prohibited by a valid, non-preempted law, including claims under the Private Attorney General Act of 2004, California Labor Code 2698 et seq. ("PAGA") to the extent waiver of such claim is deemed unenforceable by a court of competent jurisdiction, are not covered by this arbitration provision. Nothing in this arbitration provision will prevent either party from bringing an individual action in small claims court or to seek injunctive or other equitable relief on an individual basis in a federal or state court in Montgomery County, MD, with respect to any dispute related to the actual or threatened infringement, misappropriation or violation of a party's intellectual property or proprietary rights.

Waiver of Right to be a Plaintiff or Class Member in a Purported Class Action or Representative Proceeding.

You and The FreeStyle App agree that any arbitration will be limited to the Dispute between The FreeStyle App and you individually. YOU ACKNOWLEDGE AND AGREE THAT YOU AND THE FREESTYLE APP ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and The FreeStyle App otherwise agree, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding.

Location of Arbitration.

Arbitration will take place in Montgomery County, MD. You and The FreeStyle App agree that for any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, the Maryland state and Federal courts located in Montgomery County, MD have exclusive jurisdiction and you and The FreeStyle App agree to submit to the personal jurisdiction of such courts.

Right to Opt out of Arbitration and Class Action/Jury Trial Waiver.

You may opt out of the foregoing arbitration and class action/jury trial waiver provision of these Terms of Service by **notifying The FreeStyle App in writing within 30 days of the date you first registered for the Services or a Subscription or 30 days from the date these Terms of Service were last updated.** To opt out, you must send a written notification to The FreeStyle App at FreeStyle, LLC, 350 Galloway Street NE, Washington, DC 20011 Attention: Legal, that includes (a) your user identification, (b) your name, (c) your address, (d) your telephone number, (e) your email address and (f) a clear statement indicating that you do not wish to resolve claims through arbitration and demonstrating compliance with the 30-day time limit to opt out of the above arbitration and class action/jury trial waiver sections.

Governing Law.

You and The FreeStyle App agree that, other than as set forth under the subsection entitled "Waiver of Right to be a Plaintiff or Class Member in a Purported Class Action or Representative Proceeding" in Section 15 above, if any portion of Section 15 entitled "Dispute Resolution" is found illegal or unenforceable, that portion will be severed and the remainder of these Terms of Service will be given full force and effect. Notwithstanding the foregoing, if the subsection entitled "Exceptions to Alternative Dispute Resolution" in Section 15 is found to be illegal or unenforceable, neither you or The FreeStyle App will elect to arbitrate any Dispute falling within that portion of that subsection that is found to be illegal or unenforceable and such Dispute will be decided by a court of competent jurisdiction within Montgomery County, MD, and you and The FreeStyle App agree to submit to the personal jurisdiction of that court.

Except as expressly provided otherwise, these Terms of Service are governed by, and will be construed under, the laws of the State of Maryland, without regard to choice of law principles.

Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, the enforceability of Section 15 entitled "Dispute Resolution" shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

Indemnification

You agree to defend, indemnify and hold harmless the Company and its affiliates, officers, directors, employees, agents, partners and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including but not limited to attorney's fees) arising from or relating to: (i) your use of and access to the Services; (ii) Styling Services facilitated by the Services or any interaction between you and another user; (iii) your violation of any term of these Terms of Service; (iv)

your violation of any rights of a third party, including without limitation any copyright, intellectual property, or privacy right; or (v) any third-party claims or damages relating to death, personal injury or emotional distress arising from or related to use of the Services. This defense and indemnification obligations will survive the termination of these Terms of Service and your use of the Services.

Privacy

Our collection of data and information via the Services from Users and others is subject to our Privacy Policy which is available at <https://www.getfreestyled.com/privacy/> and is incorporated herein (the "Privacy Policy"). You understand that through your use of the Services that you consent to the collection and use (as set forth in the Privacy Policy) of such data and information.

By using the Services, you may receive information about Clients or other third parties. You must keep such information confidential and only use it in connection with the Services. You may not disclose or distribute any such information to a third party or use the information for marketing purposes unless you receive the express consent of the Client or other third party.

Security

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.