

FreeStyle App, Inc.
Terms of Service for Clients

Updated: November 1, 2017

FreeStyle, LLC

Terms of Service

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 community guidelines or dispute resolution procedures that the Company may provide or make available, are all considered part of these Terms of Service and are incorporated by reference into these Terms of Service in their entirety. 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 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.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN 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 FreeStyle App 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 (collectively or individually, "Professionals") providing hair, beauty and other health and wellness services ("Styling Services") with clients seeking such services ("Clients" or "you"). The Professionals and Clients are both users of the Services provided by FreeStyle App and are hereinafter referred to collectively as "Users."

FreeStyle App solely provides a platform for Professionals and Clients to connect and serves only as a medium to facilitate the provision of Styling Services. The FreeStyle App does not provide or contract for

Styling 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 and Professionals.

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. 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. 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. 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, 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. Whether or not FreeStyle App conducts a background check or first party interview on a Professional, each Client must decide whether a Professional is suited to such Client's needs and should exercise caution and common sense to protect their personal safety and property, 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.

In connection with certain services, including Styling Services, for which reservations are made available on the Services, some Professionals may require you to enter credit card or other payment information, and such Professionals may charge fees for reservations, including cancelled and missed appointments. The Professionals are only allowed to do so in accordance with any policy posted on such Professional's FreeStyle App page at the time of your booking. By entering your payment information when requested, you authorize FreeStyle App and its payment processors to charge and process the fees and charges assessed in connection with your reservations in accordance with the policy described on the Professional's FreeStyle App page at the time of your booking. While 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, 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, your mistaken submission of payment information, or your submission of erroneous payment information.

If you cancel or don't show up for an appointment, your credit card may still be charged in accordance with the cancellation policy of the Professional posted on such Professional's FreeStyle App page at the time of your booking, at the Professional's discretion. FreeStyle App facilitates the payment transaction per these Terms between you and each Professional, but is not responsible for mediating any resulting disputes. FreeStyle App has no obligation to provide refunds or credits, but may grant them in extenuating circumstances, as a result of specific refund guarantee promotions, or to correct any errors made by FreeStyle App, in each case in FreeStyle App's sole discretion.

Although the Services are intended to provide a Professional's availability in real-time, it is possible that a scheduling conflict may occur that requires the Professional to reschedule your reservation. Creation of a reservation using the Services is not a guarantee that the Professional will honor the reservation as scheduled.

FreeStyle App cannot guarantee availability of the Services to any User.

FreeStyle App may from time to time, either as a FreeStyle App Program (described in Section 6 below) or otherwise, provide certain services to Users for an additional fee that may, among other things, enable Professionals and Clients to connect more easily.

FreeStyle App does not independently confirm that Professionals are licensed to perform the Styling Services offered by them on our Website. However, when Professionals create accounts with FreeStyle App, Professionals certify to FreeStyle App that they are a licensed professional, or if the Professional is a salon, merchant or other business entity, all of such Professional's employees, independent contractors or agents who are providing Styling Services each are a licensed professional, that they are legally able to provide the Styling Services they offer to Clients on our Website, and that their business information is correctly represented on FreeStyle App. 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 at any time.

Accounts

Account Registration

By creating an account with FreeStyle App (an "Account"), you are granted a right to use the Services provided by 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 information, and 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 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

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 you 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, we link 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 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 FreeStyle App and/or grant 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 FreeStyle App to pay any fees or making FreeStyle App subject to any usage limitations imposed by such third party service providers. By granting FreeStyle App access to any Third Party Accounts, you understand that (i) 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) 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 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. You will have the ability to disable the connection between your Account and your Third Party Accounts at any time. 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. 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 FreeStyle App is not responsible for any SNS Content.

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

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, FreeStyle App will deactivate the connection between the FreeStyle App Services and your Third Party Account and any information stored on 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.

Termination of Accounts

Right to Terminate

FreeStyle App reserves the right, in its sole discretion, to terminate your Account 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 FreeStyle App, including without limitation the EULA, or 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 (d) for any other reason in 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.

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 granted 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 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 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.

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 FreeStyle App's sole discretion ("Fraudulent Actions"). By using the Services, you hereby release FreeStyle App from any liability arising from Fraudulent Actions. You will also use best efforts to promptly notify FreeStyle App of any Fraudulent Actions which may affect the Services. 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.

Payment Processing Services

FreeStyle App's Role

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

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

You authorize us to process payments in accordance with the Services, using the payment information you have supplied. Users of the Service will be required to provide their credit card or bank account details to Company and the PSP.

Within 24 hours after you receive confirmation through the Service or via email that a Styling Service has been completed, you agree to authorize the Company to provide your payment details to the PSP for processing of payments, out of pocket expenses owed to a Professional, any tip or gratuity, if applicable, and the service fees and/or booking fees owed to Company for the use of the Service. You may be charged a cancellation fee through the PSP if you book a Styling Service, but cancel it before it is completed.

Third Party Payment Service Provider

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

Users 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 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 User 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 User under the PSP Agreement.

Company reserves the right, in its sole discretion (but not the obligation), to (i) place on hold any payment 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 FreeStyle App agreement, or that it exposes Professionals, other FreeStyle App Users, the PSP or FreeStyle App to harm. Harm includes fraud and other criminal acts as determined by 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

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.

FreeStyle App Fees

If applicable, you agree to pay the applicable fees listed on our Fee Schedule available at <https://www.getfreestyled.com/PaymentTerms> for use of the Services ("Fees"). Subject to the terms of these Terms of Service, we reserve the right to change our Fees immediately upon notice. You must agree to the change in Fees to continue to use the Services. To withdraw your consent, you will need to close your Account. All balances and all Fees, charges, and payments collected or paid through the Services are denominated in US dollars.

Customer Care

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

Professional's Loyalty Programs

Professionals may offer loyalty programs to Clients. If a Professional offers such a loyalty program, the Professional (and not 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. The Professionals agree to make available to Clients any terms and conditions applicable to such Professional's loyalty program.

FreeStyle App Programs

The Company may from time to time provide certain programs, promotions, opportunities, sweepstakes and contests to Clients ("FreeStyle App Programs. FreeStyle App may at any time in its sole discretion, change, modify, add to, supplement or delete the terms and conditions of any FreeStyle App Program, including without limitation changing the name, fees and eligibility requirements to participate in such 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 FreeStyle App Programs shall be limited as described in these Terms of Service, including but not limited to Section 12 of these Terms of Service.

The FreeStyle App Programs may, among other things, offer certain benefits to Clients 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 that 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 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 FreeStyle App shall not be responsible to you or others for any such interruptions, errors or problems or an outright discontinuance of the Services.

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.

We always appreciate your feedback or other suggestions about 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 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 FreeStyle App to do anything unlawful, misleading, malicious, or discriminatory.
- do anything that could disable, overburden, or impair the proper working of 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, 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 Services. 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 FreeStyle App, or making available for inclusion in publicly accessible areas of 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 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 FreeStyle App and will terminate at the time such Content is removed from the Services by you or by 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 that FreeStyle App needs to use such Content in connection with any investigation or in compliance with any laws.

- You agree not to 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. 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).

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 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 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. FREESTYLE APP IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES. 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 FREESTYLE APP'S CONTROL (SUCH AS THIRD-PARTY SERVERS). 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. 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.

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.

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 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 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.

FREESTYLE APP EXPRESSLY DISCLAIMS ANY LIABILITY THAT MAY ARISE BETWEEN USERS RELATED TO OR ARISING FROM USE OF THE SERVICES. BECAUSE 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 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.

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.

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 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 FreeStyle App. FreeStyle App's address for such notices is FreeStyle, LLC, 350 Galloway Street NE, Washington, DC 20011 Attention: Legal.

Binding Arbitration

If you and 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, 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 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, Maryland, 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 FreeStyle App agree that any arbitration will be limited to the Dispute between FreeStyle App and you individually. YOU ACKNOWLEDGE AND AGREE THAT YOU AND 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 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, Maryland. You and 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, Maryland have exclusive jurisdiction and you and 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 FreeStyle App in writing within 30 days of the date your 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 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 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 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, Maryland, and you and 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).

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.

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.