



Terms and conditions

- HairApp.com LLC.
- Users and Clients

Terms & Conditions of HairApp.com LLC system

These terms and conditions are effective from 21. January 2020

Acceptable use policy and abuse

HairApp.com is a solution for service performers, and others that need to accept bookings for appointments, sell related services and products and make promotions to get more bookings. As such the HairApp.com service is ONLY intended for such usage and other unrelated usage is forbidden.

HairApp.com should NOT be used for:

- — Sending spam
- — Unsolicited email or SMS
- — Importing client list that users do NOT own and/or have NOT been gathered legally
- — to create back links to other pages;
- — as advertisement for stuff unrelated to services provided by the user;
- — to collect fees from users without the intention of providing the service.
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providers should treat all client data with respect and appropriate privacy.

Users of the HairApp.com can use intake forms to get additional information from clients. Please take care NOT to use the intake form to accept delicate personal or financial information. This information is not stored encrypted on servers like on rest encrypted SOAP data and should it happen that there is a break in into HairApp.com servers, this information could be exposed.

Please report to us problems, policy violations and offensive content. HairApp.com wants to ensure that images and information used does not infringe the copyright, trademark, or other intellectual property rights of third parties. Please notify our support with the name of associated page if you are the owner of copyright material used on our sites. We will take necessary action if necessary.

We reserve the right to cancel unconfirmed accounts or accounts that have been inactive for more than 8 weeks with no login from account owner and do not have a

valid paid subscription. Free account users need to renew their free subscription every month to keep the account active and avoid deletion. We reserve rights to modify or discontinue user accounts, that are affecting our system with unusual load, or usage that does not comply with our usage policy.

We reserve the rights to limit, suspend, or terminate our service and user accounts, prohibit access to any content, sites, services, or tools. We also reserve rights to remove hosted content, and take technical and legal steps to keep users off the sites if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the spirit of our policies.

We reserve the rights in the case of high volume of bookings to suspend the relevant system momentarily to try to equalize the server load. This can result in some of your users getting a message to try to book again in a few minutes. High load can for example be considered 50 people trying to process a booking with a user account in less than 30 seconds or sending more than 5.000 API requests per day with number of parallel requests to be limited by maximum 2 at same time and not exceed 5 requests per second on common servers. If you need higher performance, please contact support@HairApp.com. Common enterprise server has 25.000 per day API requests limit; while dedicated servers allow unlimited requests although request load may be possibly limited by server specifications.

We take no responsibility on the functioning of our booking widgets when inserted on external sites or in other external solutions. We cannot control if it will work or if it will stop working even if it was working before.

Children and minors under 18 years old are NOT allowed to create system accounts with us. If we find out that such accounts have been created they will be deleted. If parents find out that their children have created accounts with us, please send us relevant information with proof about the account creator so it can be deleted.

Client purchase protection

HairApp.com LLC does not offer any purchase guarantees concerning client's payments for appointment bookings or service purchases or other product purchases from service providers. HairApp.com LLC offers service providers a way to sell their services, and buyers, clients, patients a method to book these services. Service providers can use our tools to offer their clients to pay for services online. Buyers and service providers share the responsibility for making sure purchases and service orders facilitated by HairApp.com LLC are in good spirit, rewarding and hassle-free.

We encourage buyers to work with sellers before opening a complaint with HairApp.com LLC. We take no responsibility for wrongful service orders, services provided by service providers or services not provided by service providers even if they are purchased and paid for.

It is strongly recommended that buyers inform themselves about the service provider before booking with them and before paying online and for the service providers to make sure buyers are for real.

Fees

HairApp.com LLC. You can find the pricing table on our main site and further details inside the admin interface of the HairApp.com LLC, system.

All purchases made in the system are final, and are not refunded.

We reserve the right to display our HairApp.com LLC. directory advertisement banner on booking sites and sales accounts.

Content and Data

When you upload and register content into the HairApp.com LLC. system, including information about you and your staff, and service providers working at your company or for you, you confirm that you have full rights and permission to publish this information for anyone, anywhere in the world to see. Additionally, you grant us a nonexclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to publish this content on your HairApp.com booking website with HairApp.com LLC., on the whole HairApp.com LLC. system (Network of HairApp.com LLC.) and on other partner sites such as but not limited to; our directories, other directories and all social media sites and pages where clients can make bookings with you

Distribution of this content on directories, partner sites and all social media sites like Facebook, Instagram, Pinterest, twitter and YouTube sites and pages is for increased visibility so clients can book directly with you from these places.

We have no interest in owning your material and this chapter is not intended to give us any such rights but only to make sure we have the rights to make your material appear on our sites, your HairApp.com booking sites with us, and in related directories that allow clients to make bookings with you and use our services. If you cancel your system with us, your material will be deleted from all our databases. Search engines, external sites and WayBack engines, may however still show your material for unknown time after you stop using our services, and how long they display it is not in our hands.

Account, Password and Security

Once you have created your user account, you should change your password in the admin interface of HairApp.com LLC. system in Manage // Users section. You are responsible for maintaining the confidentiality of the password and access to your account. You are fully responsible for all activities that occur under your password or account. For added security, HairApp.com LLC. offers users to enable double authentication.

HairApp.com LLC. cannot and will not be liable for any loss or damage arising from your failure to comply with this policy.

Limitation of Liability

HairApp.com LLC. is not responsible for yours or other users' content, actions, or inactions. You acknowledge that our sites are venues to allow anyone to offer their services and for others to make reservations. We are not involved in the actual transaction between buyers and sellers (service providers). While we may help facilitate the resolution of disputes we have no control over and do not guarantee the quality, safety, or legality of advertised services, the truth or accuracy of user's content or listings, the ability of sellers to provide services, the ability of buyers to pay for services.

We cannot guarantee continuous or secure access to our sites, services, or tools, and operation of our sites, services, or tools may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions. We are not liable for any loss of money, goodwill or reputation, or any special, indirect or consequential damages arising, directly or indirectly, out of your use of or your inability to use our sites, services, and tools.

HairApp.com LLC. may offer you to work with external partners that offer services that can enhance or help you with your business. If you choose to work with HairApp.com LLC. partners, please be informed of their own terms and conditions and privacy policies. HairApp.com LLC. takes no responsibility of any incidents that may happen in their systems that may lead to data leak or content distribution. HairApp.com LLC. is also not responsible if they stop providing their services, or if their service goes down or has any security breach.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Calls and SMS communication

By providing your work phone number to us or our Network of sites, you provide us with your consent and authorization to contact you including through SMS messages (text messages), calls (also using pre-recorded messages or artificial voice) to provide you with information and offer you assistance regarding the service you have registered for on our site or network of sites.

Calls and/or SMS messages (including text messages) will only be placed or sent (as applicable) by us between 8 a.m. and 8 p.m. in your time zone.

You understand standard Call, Text Message Rates may apply depending on your mobile carrier. Charges for calls and/or SMS messages (text messages) can appear on your mobile phone bill or be deducted from your prepaid balance. You agree not to hold SimplyBook.me liable for any calls or fees generated by this service. You approve any such charges from your mobile carrier.

Please also note that for quality control and/or other purposes, we may listen to and/or record calls between you and our representatives with or without notice to you as permitted by applicable law.

Consent to these Call and SMS Terms is not a condition of purchase of our subscription or usage of our system free version. You can send us an email to support@HairApp.com and you will be taken off our call list within 24 hours. You can also phone the calling number or inform the caller that you do not want to receive any more calls. Remark that your phone number may still appear on your booking site that we supply you with to accept appointments, in your HairApp booking application that you can place on your website or in directories such as Google search results, or similar channels making it possible for others to see and call this number.

Access and Interference

Information on the sites is updated on a real-time basis and is proprietary and/or is licensed to HairApp.com LLC. by our users or third parties.

You agree that you will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure; interfere or attempt to interfere with the proper working of the sites, services, or tools, or any activities conducted on or with the sites, services, or tools.

No relationship

No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement.

1. Introduction

HairApp.com LLC., provides an appointment and scheduling system, that has many additional features such as promotion and marketing system, sales system and client contact system.

If you do not agree with this policy, do not access or use our Services or interact with any other aspect of our business.

1.1 We are committed to safeguarding the privacy of our website visitors and our system users who register as users of our system.

1.2 This policy applies where we are acting as a data controller with respect to the personal data of our website visitors and HairApp.com application system users; in other words, where we determine the purposes and means of the processing of that personal data.

1.3 We will ask you to consent to our use of cookies in accordance with the terms of this policy when you visit our website.

1.4 Our website and HairApp.com application incorporates privacy controls which affect how we will process your personal data. Upon signing up as a system user, you will be asked for information about your business. You can at any point in time, go to the

System Settings, and choose to delete the system, and then all your data and all your client's information will be deleted from our servers within 30 days.

1.5 In this policy, "we", "us" and "our" refers to HairApp.com LLC. (20711 Holt Ave, unit 1072 Lakeville MN 55044)

1.6 In this policy "clients" refers to "clients", or anyone that makes a booking with a user of the system.

1.7 In this policy "system" refers to the appointment booking solution supplied by HairApp.Com LLC

2. How we use your personal data

2.1 In this Section 2 we have set out:

- (a) the general categories of personal data that we may process;
- (b) in the case of personal data that we did not obtain directly from you, the source and specific categories of that data;
- (c) the purposes for which we may process personal data; and
- (d) the legal basis of the processing.

2.2 We may process data about your use of our website and system ("**usage data**"). The usage data may include your company information, your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of your system use. The source of the usage data is are analytics tracking system such as Google Analytics and similar. This usage data may be processed to understand better user's behaviour to help us make the system better and to communicate with our users with usage hints. The legal basis for this processing is our legitimate interests, namely monitoring and improving our website, system, client service and system services.

2.3 We collect information about you when you register for an account, create or modify your profile, set preferences, sign-up for or make purchases through the System. For example, you provide your contact information when you register for the System. You also have the option of adding a profile photo, bio, and other details to your profile information to be displayed on your Service provider profile or on your Company profile with our system so that your clients can book services with you. We keep track of your preferences when you select settings. We may process your ("**account data**"). The account data may be processed for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases and used for communicating with you. The legal basis for this processing is to be able to provide you with our system services so that you can display your information and sell services and products.

2.4 We may process your information included in your company profile in our system. ("**company info**"). The profile data may include your name, address, telephone number, email address, profile pictures, and other details that you add to your profile. The profile data may be processed for the purposes of enabling your use of our website and services. This information is available on the user's booking site, supplied by us, on a widget that may be inserted into own site or in social media like Facebook. It may also

be made available on our directory sites where all system users are displayed, unless they specifically opt out of being displayed there. The legal basis for this processing is to enable proper operation of the system and services.

2.5 We may process provider's personal data that is provided in the course of the use of our services "**service provider data**". The provider data may include provider's name, address, telephone number, email address, profile pictures, and other details that is added to provider's profile. The source of the service provider's data is you, your employer, or the user who sets up the system for his personal or company purposes. The service providers data may be processed for the purposes of operating the system so that clients can effectively book appointments online with providers and find and select the providers they need. This information is available on the user's booking site, supplied by us, on a widget that may be inserted into own site or in Facebook. It may also be made available on our directory sites where all system users are displayed, unless they specifically opt out of being displayed there. The legal basis for this processing is to enable proper operation of the system and services.

2.6 We may process information that you create for your bookable services, products for sale, promotions, or as company information ("**publication data**"). The publication data may be processed for the purposes of enabling your system to be processed for the purposes of operating the system so that clients can effectively book appointments online and purchase products and read about your business and service offering. The legal basis for this processing is to enable proper operation of the system and services.

2.7 We may process information contained in any enquiry you submit to us through email or live support regarding the system and our services "**enquiry data**". The enquiry data may be processed for the purposes of analyzing our users' problems and to make our system better.

2.8 We may process information relating to transactions, including purchases of goods and services, that you enter into with us and/or through our website "**transaction data**". The transaction data may include your contact details and the transaction details. The transaction data may be processed for the purpose of supplying the purchased goods and services and keeping proper records of those transactions. The legal basis for this processing is legal requirements for proper accounting practices.

2.9 We may process information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters "**notification data**". The notification data may be processed for the purposes of sending you the relevant notifications and/or newsletters. The legal basis for this processing is your given consent to receive this communication.

2.10 We may process information contained in or relating to any communication that you send to us "**correspondence data**". The correspondence data may be processed for the purposes of communicating with you and record-keeping. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business and communications with users.

2.11 We may process any of your personal data identified in this policy where necessary for the establishment, exercise or defense of legal claims, whether in court proceedings or in an administrative or out-of-court procedure. The legal basis for this processing is our legitimate interests, namely the protection and assertion of our legal rights, your legal rights and the legal rights of others.

2.12 We may process any of your personal data identified in this policy where necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, or obtaining professional advice. The legal basis for this processing is our legitimate interests, namely the proper protection of our business against risks.

2.13 In addition to the specific purposes for which we may process your personal data set out in this Section 2, we may also process any of your personal data where such processing is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

2.14 Do not supply any other person's personal data to us, unless with their proper consent.

3. Providing your personal data to others

3.1 We may disclose your personal data to any member of our group of companies, this means our subsidiaries, full time work contractor staff, such as live help, our ultimate holding company and all its subsidiaries insofar as reasonably necessary for the purposes, and on the legal bases, set out in this policy

3.2 We may disclose your personal data to our insurers and/or professional advisers insofar as reasonably necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, obtaining professional advice, or the establishment, exercise or defense of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

3.3 Financial transactions relating to our website and services are handled by our payment services providers, [Braintree, PayPal]. We will share transaction data with our payment services providers only to the extent necessary for the purposes of processing your payments, refunding such payments and dealing with complaints and queries relating to such payments and refunds.

3.4 If you agreed on getting proposals from partners, we may disclose your enquiry data to one or more of those selected third-party suppliers of goods and services enabling them to contact you so that they can offer, market and sell to you relevant goods and/or services. Each such third party will act as a data controller in relation to the enquiry data that we supply to it; and upon contacting you, each such third party will supply to you a copy of its own privacy policy, which will govern that third party's use of your personal data.

3.5 In addition to the specific disclosures of personal data set out in this Section 3, we may disclose your personal data where such disclosure is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.[We may also disclose your personal data where such disclosure is necessary for the establishment, exercise or defense of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

4. Retaining and deleting personal data

4.1 This Section 5 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal data.

4.2 Personal data that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

4.3 We will retain your personal data as follows:

All personal data about you, your company, service providers, products, promotions, services or related things that has been stored in our system will be kept for as long as you remain a user of our system. You can edit this data at any point in time and request a deletion by cancelling the usage of the system. Since we keep backups of all databases for up to 30 days, this data may still exist for up to 30 days on our servers at which point in time it gets deleted.

4.2 Notwithstanding the other provisions of this Section 5, we may retain your personal data where such retention is necessary for compliance with a legal obligation to which we are subject to such as accounting laws, or in order to protect your vital interests or the vital interests of another natural person.

5. Amendments

5.1 We may update this policy from time to time by publishing a new version on our website.

5.2 You should check this page occasionally to ensure you are happy with any changes to this policy.

5.3 We may notify you of changes to this policy by email or through the private messaging system on our website.

6. About cookies

6.1 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.

6.2 Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

6.3 Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.

7. Cookies that we use

7.1 We use cookies for the following purposes:

- (a) authentication - we use cookies to identify you when you visit our website and as you navigate our website;
 - (b) status - we use cookies to help us to determine if you are logged into our website;
 - (c) advertising - we use cookies to help us to display advertisements that will be relevant to you. cookies used for this purpose are: Facebook, google AdWords;
 - (d) analysis - we may use cookies to help us to analyze the use and performance of our website and services.
-
- and Google Optimize, (see more about Google privacy policy here: <https://policies.google.com/privacy>);
 - (e) consent - we use cookies to store your preferences in relation to the use of cookies more generally.

8. Cookies used by our service providers

8.1 Our service providers use cookies and those cookies may be stored on your computer when you visit our website.

8.2 We use Google Analytics to analyze the use of our website. Google Analytics gathers information about website use by means of cookies. The information gathered relating to our website is used to create reports about the use of our website. Google's privacy policy is available at: <https://www.google.com/policies/privacy>.

8.3 We use may use Adroll from time to time to display retargeting ads to visitors. This service uses cookies for tracking visitors so relevant ads can be published on sites you visit. You can view the privacy policy of Adroll here: <http://www.adrollgroup.com/privacy>.

8.4 We use Facebook ads to advertise relevant ads from us for visitors to our site. A cookie from Facebook is used to place ads from us on Facebook pages that you visit. Facebook's privacy policy is available at: https://www.facebook.com/legal/FB_Work_Privacy.

9. Our details

9.1 This HairApp application and website is owned and operated by HairApp.Com LLC

9.2 The company is registered in USA; Minnesota and our registered office is HairApp.com LLC. 20711 Holt Ave, unit 1072 Lakeville MN 55044

9.3 You can contact us:

- (a) by post, to the postal address given above;
- (a) by email, using support@hairApp.com;
- (a) through our live help available on our site.

Indemnity

You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures, and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

If you as a service provider have a dispute with one or more clients, or if you as a client have dispute with one or more service providers you release us (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

Changes

Changes may occur from time to time. Changes take effect when we post them on the HairApp.com application. There will be notification about changes in the HairApp.com notification system in the top menu of the HairApp.com application. When using the HairApp.com site or services you are subject to any posted policies or rules applicable to services you use through HairApp.com application and website.

About us

HairApp .Com LLC., established in 2019 is the creator of the HairApp.com LLC system.

The above terms and conditions that you accept, apply between you and HairApp.com LLC

You may contact us:

E-Mail: Support@HairApp.com

Address: HairApp.com LLC. 20711 Holt Ave, unit 1072 Lakeville MN 55044