



# HAIRMINGO

Who's your Mingo?

## Hairmingo Customer Agreement Policy

### V1, 11.1.18

#### Acceptance of this Agreement

Your access to, use of, or participation in Hairmingo's Program (as defined below) is subject to this Hairmingo's Customer Agreement ("Agreement") and all applicable Hairmingo regulations, guidelines, and agreements. This Agreement and the Hairmingo Privacy Policy, which is hereby incorporated herein, constitute a legally-binding contract between you and Hairmingo, LLC.

All references to "you" or "your," as applicable, mean the person who accesses, uses, and/or participates in the Program in any manner. You may not access, use, and/or participate in the Program if you are under 18 years of age.

This Agreement shall be effective on the date accepted by you. Hairmingo reserves the right to immediately terminate this Agreement for any reason at any time.

#### Modifications to this Agreement or Privacy Policy

Hairmingo reserves the right, in its sole discretion and at any time, to change, modify, or otherwise amend this Agreement and any other documents incorporated herein by reference. Hairmingo will post any amended Agreements on its website in the same location where the prior Agreement was posted—i.e., where it is presented to you before submit your project (as defined below). It is your responsibility to review the Agreement for any changes. Your continued use of the Program will signify your assent to, and acceptance of, the amended Agreement. If you do not agree to abide by this or any amended Agreement, you are prohibited from participating in the Program.

#### Program Description

The Hairmingo is intended to provide a quick and easy way for Hairmingo members or non-member visiting Hairmingo's website, mobile application, or other Hairmingo tools or platform ("Customers") to find an eligible service provider in a hair or beauty-based industry. Our mission is to connect Customers like you with a service provider who will quickly communicate with the Customer their availability and acceptance of the service should the Customer select them to perform the service.

#### Information you provide to us/TCPA consent

Upon using Hairmingo, you will be prompted to disclose certain information about yourself and your service requirements. By providing this information to us, or by submitting a service request, you are requesting, and you expressly consent to being contacted by us and by our Service Providers via phone, fax, email, mail, text (SMS) messaging, or other reasonable means, at any of your contact numbers or addresses, even if you are listed on any federal, state, provincial or other applicable "Do Not Call" list, in order that we may provide the Services set forth on our site, to service your account, to reasonably address matters pertaining to your account, including but not limited to notifying you of, or confirming, appointments that you have scheduled, or for other purposes reasonably related to your service request and our business, including marketing related emails. You also authorize Hairmingo to send you an automated email confirming your service request, along with calls from your chosen Service Provider that can help you with your request to the land-line or mobile phone number you provided, and you understand that either Hairmingo or the Service Providers may use automated phone technology (including autodialed and prerecorded messages) to call you and that your consent is not required to purchase products or services. For complete details on our use of your information, please see our Privacy Policy . You agree that by completing a service request,

you are entering into a business relationship with Hairmingo and/or a Service Provider and thus agree to be contacted by Hairmingo and/or a Service Provider. You promise that all information you provide (including but not limited to your contact information, and any Ratings and Reviews of Service Providers that you provide) will be accurate, current and truthful to the best of your knowledge. If you provide any information that is untrue, not current or incomplete, or Hairmingo has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Hairmingo has the right to refuse any current or future use of the Program (or any portion thereof) or any other Hairmingo services by you. You are responsible for any use of the Program or any other Hairmingo services by persons to whom you intentionally or negligently allow access to your password.

## Code of Conduct

In connection with your participation in the Hairmingo Program and use of the Hairmingo Platform, you represent and warrant that you:

1. Are above the age of eighteen (18);
2. Will abide by the letter and spirit of the terms and conditions of this Agreement and all applicable local, state, national or international laws;
3. Will not submit any requests or content that may be considered by Hairmingo to be unlawful, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, invasive of another person's privacy or proprietary rights, or racially, ethnically or otherwise objectionable;
4. Will submit thorough and thoughtful service requests that will provide service providers with accurate and detailed information sufficient for them to understand the service you would like to have completed;
5. Will not submit service requests or content that comment on other service providers or Customers;
6. Will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Hairmingo, or otherwise attempt to mislead others as to your identity;
7. Will not submit service requests or content that are encrypted or that contain viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that are intended to damage, interfere with, disrupt, impair, disable or otherwise overburden our Platform;
8. Will not access, download or copy any content contained on our Hairmingo Platform through artificial means (including but not limited to spiders, hacking devices, computer programs, bots or other such means);
9. Will not post non-local or otherwise irrelevant service requests or content, repeatedly post the same or similar service requests or content, or otherwise impose an unreasonable or disproportionately large load on our Hairmingo Platform;
10. Will not take any action that would undermine the Hairmingo Program or Platform;
11. Will not attempt to gain unauthorized access to the Hairmingo Platform, other user accounts, or other computer systems or networks connected to the Platform;
12. Will not use the Hairmingo Platform in any manner that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any material

that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights;

13. Will not use the Hairmingo Platform in any way that could interfere with the rights of Hairmingo or the rights of other users of the Platform;
14. Have sufficient rights in and to all content that you provide, transmit or otherwise convey to Hairmingo in connection with the Program;
15. Agree not to re-sell or assign your rights or obligations under this Agreement;
16. Will not reproduce, duplicate, copy, sell, re-sell or exploit any content on the Hairmingo Platform;
17. Will not access the Hairmingo Platform for any commercial, educational or other purposes not related to your personal purchasing decisions, the express written consent of Hairmingo, which consent may be withheld by Hairmingo in our discretion;
18. Grant us an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute the content you provide in the Platform and to prepare derivative works of, or to incorporate such content into other works, and to grant and to authorize sublicenses of the foregoing; and
19. Agree not to create an account or use Hairmingo services if your account previously has been terminated by Hairmingo or if you previously have been banned from using the services.

The content that you provide does not reflect the views of Hairmingo, its officers, managers, owners, employees, agents, designees or other users. In addition, Hairmingo retains the right, in its sole discretion, to determine whether or not your use of the Program or Platform is consistent with the terms and conditions of this Agreement. Hairmingo may suspend, restrict or terminate your use of the Program and to refuse any future use of all or portions of the Program or Platform if your use breaches or fails to comply with any of the terms and conditions of this Agreement. Additionally, Hairmingo may seek any and all other remedies available to it, including: (a) seeking injunctive relief with any court of competent jurisdiction to enjoin any breach or failure to comply with any of the terms and conditions of this Agreement; and/or (b) if damages are ascertainable, seeking damages relating to any breach or failure to comply with any of the terms and conditions of this Agreement.

### Hairmingo Is Not a Service Provider

Hairmingo is not the service provider, and is not in the business of providing the services requested between you and the service provider. Hairmingo is not responsible in any way for the provision of services or sale of goods offered by such service provider. Hairmingo is not a merchant of record. Except as provided herein, you shall solely look to the applicable service provider for the facilitation of services or sale of goods relating to the requested service. Hairmingo is merely operating the Program and Platform that help connect you with the service provider interested in your service.

### Responsibility of Service Provider

The applicable service provider shall be solely responsible for the provision of services and sale of goods subject to the service for any and all injuries, illnesses, damages, costs, expenses, liabilities, or otherwise suffered or incurred by you in connection with the fulfillment of or failure to perform the services.

### Publication and Distribution of Content

Hairmingo does not guarantee the accuracy, integrity, quality or appropriateness of any content transmitted to or through the Platform. You acknowledge that Hairmingo simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of content posted by you or a service provider. You understand that all content posted on, transmitted through, or linked through the Hairmingo Platform, are the sole responsibility of the person from whom such content originated. You understand that Hairmingo does not control, and is not responsible for content available through the Hairmingo Platform, and that by using the Hairmingo Platform, you may be exposed to content that is inaccurate, misleading, or offensive. You agree that you must evaluate and make your own judgment, and bear all risks associated with, the use of any content. You further acknowledge that Hairmingo has no obligation to screen, preview, monitor or approve any content published by you, a service provider, or a third party. However, Hairmingo reserves the right to review and delete any content that, in its sole judgment, violates the terms and conditions of this Agreement. By participating in the Service Program and using the Platform, you agree that it is solely your responsibility to evaluate your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any content that you submit, receive, access, transmit or otherwise convey through the Hairmingo Platform. Under no circumstances will Hairmingo be liable in any way for any content provided by you, a service provider, or a third party, including without limitation, content that contains any errors, omissions, defamatory statements, or confidential or private information or for any loss or damage of any kind incurred as a result of the use of any content submitted, accessed, transmitted or otherwise conveyed via the Hairmingo Platform. You waive the right to bring or assert any claim against Hairmingo relating to your content or the content of a service provider or other third party, and release Hairmingo from any and all liability for or relating to any such content.

### Service Providers

Hairmingo does not endorse and is not responsible or liable for any content, data, advertising, products, goods or services available or unavailable from, or through, any service providers. You agree that should you use or rely on such content, data, advertisement, products, goods or services, available or unavailable from, or through any service Provider, Hairmingo is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with or participation in promotions of any service provider, and any other terms, conditions, representations or warranties associated with such dealings are between you and such service provider exclusively and do not involve Hairmingo. You should make whatever investigation or other resources that you deem necessary or appropriate before hiring or engaging service providers.

You agree that Hairmingo is not responsible for the accessibility or unavailability of any service provider or for your interactions and dealings with them, waive the right to bring or assert any claim against Hairmingo relating to any interactions or dealings with any service provider, and release Hairmingo from any and all liability for or relating to any interactions or dealings with service providers.

Hairmingo may, in its sole discretion, have criminal and/or financial background checks conducted on certain service providers. By having such background checks conducted, Hairmingo does not waive any of its disclaimer or limitations of liability.

### Minimum Age

If you are under the age of eighteen (18), you are prohibited from participating in the Program.

By agreeing to this Agreement, Hairmingo grants you a limited license to access, participate in and use the Program and the Platform. You acknowledge and agree that you will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit for any commercial, educational (or any other non-personal) purpose any content or any portion of Program or Platform, without the express written consent of Hairmingo.

Hairmingo reserves the right to, at any time and without notice, limit access to, modify, change or discontinue the Hairmingo Program. You agree that Hairmingo will not be liable to you or to any third party for any such limitation, modification, change, suspension, or discontinuance of the Program. You agree that Hairmingo may establish general practices, policies and limits, which may or may not be published, concerning the use or operation of the Program.

Hairmingo is not responsible for any delays, failures or other damage resulting from delays and/or other problems inherent in the use of the Internet and electronic communications.

Hairmingo loves to hear from you, as well as our other users, and we welcome your comments regarding the Hairmingo Program and any other Hairmingo product, program, or service. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions other than those that we have specifically requested.

Although we do value your feedback on our services, please be specific in your comments regarding our services and do not submit creative ideas, suggestions or materials. If, despite our request, you send us creative suggestions, ideas, drawings, concepts or other content will be property of Hairmingo. In addition, none of the content will be subject to any obligations of confidentiality and Hairmingo will not be liable for any future use or disclosure of such content.

### Copyright disclaimer

You acknowledge and agree that all content and other information on the Hairmingo Platform, including, but not limited to, all text, graphics, logos, icons, images, audio clips, downloads, data compilations and software are the property of Hairmingo or used with the express permission of the owner of such Copyright Materials and are protected by all United States and international copyright laws.

### Warranty Agreement

You understand and agree that the Hairmingo program and platform are provided on an “as is” and “as available” basis and that Hairmingo assumes no responsibility or liability with respect to the Hairmingo program and platform. Hairmingo expressly disclaims all warranties of any kind, whether expressed or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement or any warranty that (a) services will be uninterrupted, timely performed, secure or error-free, (b) any content or information you provide or Hairmingo collects will not be disclosed, (c) any service provider or goods sold or provided in connection with a service contract will be free from defect, or (d) any errors in any service will be corrected. you agree that the participation in the Hairmingo Program and use of the platform is at your own risk. In some jurisdictions, disclaimers of implied warranties are not permitted. In such jurisdictions, some of the foregoing disclaimers may not apply to you as they relate to implied warranties.

### Liability Limitations

You fully understand and agree that Hairmingo will not be liable for any direct, indirect, incidental, special, punitive, compensatory, consequential or exemplary damages (even if Hairmingo has been advised of the possibility of such damages) (collectively, “damages”), resulting from this agreement, your use of the Hairmingo Program and platform, or any other matter relating to the site or any specific service request. these limitations shall apply to the fullest extent permitted by law. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you.

To the extent that Hairmingo is found liable for anything related to this agreement or the use or operation of the platform, Hairmingo's liability for damages will not exceed the equivalent of the value of the service you received through the program.

You agree to indemnify, defend and hold harmless Hairmingo, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of this Agreement by you; (b) any goods or services purchased by or contracted by you through the Hairmingo Program, the Platform, or any service contract entered into between you and a service provider; or (c) any violation of any rights of another or harm you may have caused to another. Hairmingo will have sole control of the defense of any such damage or claim.

1. You understand and agree that, because damages are often difficult to calculate, if it becomes necessary for Hairmingo to pursue legal action to enforce the terms and conditions of this Agreement, you will be liable to pay Hairmingo the following amounts as liquidated damages, which you accept as reasonable estimates of Hairmingo's damages for the specified breaches of this Agreement.
2. If you post content in violation of this Agreement, you agree to promptly pay Hairmingo Two Thousand Dollars (\$2,000) for each item of content posted in violation of this Agreement. We may (but shall not be required to) to issue you a warning before assessing damages.
3. If you display, copy, duplicate, reproduce, sell, re-sell or exploit for any purpose any content in violation of this Agreement, you agree to pay Two Thousand Dollars (\$2,000) for each item of content displayed, copied, duplicated, reproduced, sold, resold or exploited in violation of this Agreement.
4. If you use computer programming routines that are intended to aggregate records or content from the Hairmingo Platform or otherwise damage, interfere with, disrupt, impair, disable or otherwise overburden our Platform, you agree to pay Two Hundred Dollars (\$200) for each review or record that is aggregated, disrupted, damaged or otherwise affected by you.
5. Except as set forth in the foregoing subsections (a) through (c), inclusive, you agree to pay the actual damages suffered by Hairmingo, including, but not limited to attorneys' fees and court costs, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of this Agreement, we reserve the right to seek the remedy of specific performance of any term contained herein, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement, or any combination thereof.

You agree that Hairmingo may communicate any notices to you under this Agreement, through electronic mail, regular mail or posting the notices on the Hairmingo Platform. All notices to Hairmingo will be provided by either sending: (i) an email to support@hairmingo.com; or (ii) a letter, first class certified mail, to Hairmingo, LLC., P.O. Box 88653, Carol Stream, Illinois 60188-8653, Attn: Customer Service. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

The Program, the Platform, this Agreement, and your relationship with Hairmingo shall be governed by the laws of the State of Illinois, Hairmingo may elect, in its sole discretion, to litigate the action in the county or state where any breach by you occurred or where you can be found. You agree that

regardless of any statute or law to the contrary, any claim or cause of action you bring arising out or related to your use of the Hairmingo Program, the Platform, this Agreement, or your relationship with Hairmingo shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

### Assignment of Agreement

You may not assign or otherwise transfer this Agreement or any of its rights and/or obligations relating to this Agreement without the prior written consent of Hairmingo.

### Waiver of Agreement

Neither party shall be deemed to have waived any of its rights, powers, or remedies hereunder, except in writing expressed by and signed by an authorized agent or representative of the party to be charged.

If a provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect: (1) the validity or enforceability in that jurisdiction of any other provision of this Agreement; or (2) the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

### Agreement

This Agreement along entered into by you and Hairmingo governs your use of the Hairmingo Program and constitutes the entire agreement between you and Hairmingo with respect to the Hairmingo Program. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and Hairmingo regarding the subject matter contained in this Agreement. Additional terms and conditions may exist between you and third parties, including but not limited to, any service agreement you enter into with a service provider. You represent and warrant that those third party agreements (including the any such service agreement) do not interfere with your obligations and duties to Hairmingo under this Agreement.

### Legal binding agreement

This Agreement and the rights and obligations created hereunder shall be binding upon and inure solely to the benefit of you and Hairmingo and our respective successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.

if you choose to not agree to all of the terms and conditions of this agreement, you must not use the Hairmingo platform. or participate in the Hairmingo program. you acknowledge that you have read, have understood, and agree to be bound by this agreement.

### How To Contact us

All requests, questions or concerns should be directed to:

Attn: Privacy  
Hairmingo  
PO Box 88653  
Carol Stream, Illinois 60188-8653  
[support@Hairmingo.com](mailto:support@Hairmingo.com)  
630.828.6200  
888.926.4646