



# HAIRMINGO

Who's your Mingo?

## Hairmingo Service Provider Agreement

### V1, 11.1.18

#### Acceptance of this Agreement

You must read and accept all of the Terms and Conditions in, and linked to, this Agreement. It is the Service Provider's responsibility to review this Agreement on a regular basis to keep itself informed of any modifications. By accepting the terms and conditions of this agreement, the user acknowledges it has read, understands and agrees to be bound by all of the terms, conditions, and notices contained in this agreement just as if you had signed this agreement.

Hairmingo's Platform allows consumers (collectively, "Consumers") of Hairmingo to provide reviews and ratings on a variety of service companies and beauty related providers (collectively, a "Service Provider") with whom they have had first-hand experiences. On behalf, and as representative, of a Service Provider you are permitted to use the website ([www.hairmingo.com](http://www.hairmingo.com)) (the "Website") and the information contained therein subject to the terms and conditions contained in this Service Provider Agreement Policy which may be modified, amended or replaced by Hairmingo from time to time at Hairmingo's sole discretion (collectively, the "Service Provider Agreement"). Such modifications will become effective immediately upon the posting thereof.

This Service Provider Agreement shall also govern other aspects of your relationship with Hairmingo beyond your use of the Website and application, as described herein.

In consideration of Hairmingo granting access to its Website and the information contained therein, and in order to use the Website and application,

#### Terms and Conditions

Consumers may submit a review on any Service Provider with which they have had a first-hand experience, whether or not work was started, performed, or completed. If the user disputes any said content, the user's sole course of action with respect to such content as it relates to Hairmingo and the Website is to utilize the Services (as defined below) available on the website.

By agreeing to the Terms and Conditions of this Agreement, the user has the ability to review content pertaining to the said user, and the ability to submit one response to the content, the ability to update and maintain profile information on the user, the ability to utilize the dispute resolution process offered through the Website and facilitated by Hairmingo and such other services that Hairmingo may offer to Service Providers.

Hairmingo grants the all users a limited license to access and use the Hairmingo Website and the Services. Notwithstanding the foregoing, the user acknowledges and agrees that it will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit the Website (or any of the content therein including, without limitation, any content or any profiles of Hairmingo members) or Services for any commercial or other purpose, without the express written consent of Hairmingo.

Hairmingo does not endorse and is not responsible or liable for any user content, data, advertising, products, goods or services available or unavailable from, or through, Hairmingo. The statements, information and ratings contained in any user content are solely the opinion of the Consumer submitting said content and do not reflect the opinion of Hairmingo or any of its affiliates or subsidiaries or any of their respective owners, managers, officers, employees, agents or representatives.

The Service Provider acknowledges and understands that Hairmingo simply acts as a passive conduit and an interactive computer provider. Hairmingo does not have any duty or obligation to investigate the accuracy of user-based content or the quality of the work performed by the Service Provider which is the subject of any user-based content. The Service Provider agrees that it is the sole responsibility of the provider to evaluate the provider's associated with the use, accuracy, usefulness, completeness, appropriateness or legality of any information, responses, writings or other materials that the Provider submits, transmits or otherwise conveys through the Services

Under no circumstances will Hairmingo be liable in any way for any User Content that contains, errors, omissions or defamatory statements, or for any loss or damage of any kind incurred as a result of the use of any User Content that is submitted, accessed, transmitted or otherwise conveyed via the Services or otherwise.

The Provider hereby waives any claims, rights or actions that it may have against Hairmingo or any of its affiliates or subsidiaries with respect to any User Content or and releases Hairmingo and each of its affiliates and subsidiaries from any and all liability for or relating to User Content.

The Provider agrees to indemnify and hold Hairmingo and each of its affiliates and subsidiaries and their respective owners, managers, officers, employees, agents or representatives harmless for any damages that may arise, directly or indirectly, from any claim or right it may have against Hairmingo with respect to any statements made by a Consumer or Consumer and User Content submitted by a Consumer which is communicated, posted or published by Hairmingo on its Website or to a third party.

The Provider acknowledges and agrees that the Provider can neither obligate Hairmingo to place the Provide on its Website nor remove the Provider or any Consumer and User Content from Hairmingo. The Service Provider further acknowledges and understands that the Service Provider is not a Consumer of Hairmingo, cannot refer to itself as a Consumer of Hairmingo and is not afforded the same access to the Website as a Consumer nor the benefits afforded to a Consumer.

Any persons affiliated with the Service Provider including, without limitation, current or former owners, current or former employees or officers, family members, or current or former partners, investors, managers or directors (collectively, the “Affiliated Persons”) may not submit Consumer Content to Hairmingo on the Service Provider. The Service Provider hereby acknowledges and agrees that to the extent an Affiliated Person has submitted or posted any Consumer Content on the Service Provider or any Service Provider or person competitive to the Service Provider, or believes that Consumer Content was posted by an Affiliated Person that Hairmingo may immediately remove such Consumer Content without notice or recourse against Hairmingo.

Content that is not deemed authorized content includes but is not limited to:

- a. Offensive, abusive and/or harmful language, including without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language and hate speech (e.g., racist/discriminatory speech.);
- b. Comments that do not address the Consumer Content or comments with no qualitative value as determined by Hairmingo in its sole discretion;
- c. Content that contains any personal attacks or describes physical confrontations and/or sexual harassment;
- d. Messages that are commercial advertising in nature, or are inappropriate based on the applicable subject matter;
- e. Language that violates the standards of good taste or the standards of the Website, as determined by Hairmingo in its sole discretion;
- f. Content determined by Hairmingo, in its sole discretion, to be illegal, or to violate any federal, state, or local law or regulation or the rights of any other person or entity;
- g. Language intended to impersonate other users (including names of other individuals) or to be offensive or user names or signatures that are inappropriate; and/or
- h. Content that is not in English, that is encrypted or that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or appropriate any system, data or any personal information.

The Service Provider acknowledges and agrees that Hairmingo in its sole discretion may remove without notice any portion thereof that Hairmingo believes violates the foregoing.

Hairmingo may suspend, restrict or terminate the Service Provider’s use of the Services or any portion thereof if the Service Provider breaches or fails to comply with any of the Terms and Conditions of this Agreement.

Although Hairmingo does not claim ownership of any user content or other communications or materials submitted by or given by the Service Provider to Hairmingo, the Service Provider automatically grants and warrants that the Service Provider has the right to grant, to Hairmingo an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify, and distribute such content. Also, to prepare derivative works of, or incorporate into other works, such SP Content, and to grant and to authorize sublicenses (through multiple tiers) of the foregoing. In addition, by providing Hairmingo user Content, the Service Provider automatically grants Hairmingo all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction or exploitation of user Content on the Website or in any other medium by any other party. No compensation will be paid with respect to Hairmingo use of said Content. Hairmingo is under no obligation to post or use any of said Content or maintain said Content. Hairmingo may remove any user content at any time in Hairmingo's sole discretion. It is the Service Provider's sole responsibility to review and monitor any posted content regarding the Service Provider that is posted by Consumers and to submit one response that it deems necessary to any Consumer posted content. Hairmingo does not have any obligation to provide a notice or update to the Service Provider with respect to any new information or Consumer Posted Content that it learns of or receives about the Service Provider from its Consumers.

The Service Provider has the sole responsibility of updating any and all of its information on the Website including, without limitation, the Service Provider's description and profile information. The Service Provider agrees not to use or cause any robot, bot, spider, other automatic device, or computer program routine or manual process to monitor, duplicate, take, obtain, transfer, modify, use, reproduce, aggregate or copy Hairmingo, any Consumer Posted Content, any Consumer profiles, or any other content contained on the Hairmingo Website or any other publication of Hairmingo. You shall not use or cause any device, software, or routine to interfere or attempt to interfere with the proper working of the Hairmingo Website.

The Service Provider hereby represents and warrants to Hairmingo that (a) all information provided to Hairmingo by the Service Provider is true, complete and accurate in all respects, and (b) the Service Provider is authorized to submit information to Hairmingo. Hairmingo is authorized by the Service Provider to rely upon the truthfulness, completeness and accuracy of said content in order to serve its Consumers.

The Service Provider acknowledges that Hairmingo will use the telephone numbers, email addresses and facsimile numbers that are submitted to Hairmingo in connection with registering with Hairmingo to contact the Service Provider with information regarding Hairmingo. Hairmingo agrees not to sell, trade, rent or share such information with any third parties. By providing a wireless phone number to Hairmingo, Service Provider agrees that Hairmingo may call or send text messages to the wireless phone number for any purpose, including marketing purposes, using all methods now known and discovered in the future, including, but not limited to, auto-dialers, pre-recordings, and general telemarketing practices. Service Provider agrees that these calls or text messages may be regarding the products and/or services that Service Provider has previously purchased and products and/or services that Hairmingo may market to me. Service Provider acknowledges that this consent may be removed upon request.

To the extent a third party posts or submits any content or manages the Service Provider's profile or information on the Hairmingo Website, the Service Provider hereby acknowledges and agrees that the Service Provider shall remain at full and sole responsible for any Content or information posted or submitted by such third party.

The Service Provider agrees unless expressly authorized by Hairmingo not to access, copy, duplicate use, reproduce, alter, modify, create derivative works, display, sell, re-sell, advertise or market with or otherwise exploit for any commercial, educational or other purpose any Consumer Content, any Consumer profiles, or any other content from the Website or Hairmingo, including,

without limitation, any reviews or ratings or any other content contained in any Consumer Posted Content.

Hairmingo is the owner and/or authorized user of any trademark and/or service mark, including, without limitation, the name "Hairmingo", appearing on the Website and is copyright owner or licensee of the content and/or information on the Website. By placing them on the Website, Hairmingo does not grant the Service Provider any license or other authorization to copy or use its trademarks, service marks, copyrighted material, or other intellectual property, except as provided herein.

Hairmingo reserves the right to exercise any rights or remedies which may be available to it against the Service Provider if the Terms and Conditions of this Agreement are violated by the Service Provider. These remedies include, but are not limited to, revocation of use of the Services, or appearances on the Website and/or any other appearances in any Hairmingo's publication, and Service Provider agrees that the exercise of one remedy shall not preclude the availability of any other remedy.

The Service Provider understands and agrees that, because damages resulting from Service Provider's breach of this Agreement are difficult to calculate, if it becomes necessary for Hairmingo to pursue legal action to enforce the Terms and Conditions of this Agreement, the Service Provider will be liable to pay Hairmingo the following amounts as liquidated damages, which the Service Provider accepts as reasonable estimates of Hairmingo's damages for the specified breaches of this Agreement:

- a. If the Service Provider posts content that is in violation of this Agreement, the Service Provider agrees to promptly pay Hairmingo Two Thousand Dollars (\$2,000) for each item of content posted in violation of this Agreement. Hairmingo may (but is not required) issue the Service Provider a warning before assessing damages.
- b. If the Service Provider exploits for any purpose (commercial or otherwise) any Consumer Posted Content, profiles of Hairmingo members or any other information contained on the Website including, without limitation, ratings and/or reviews in violation of this Agreement, the Service Provider agrees to pay Ten Thousand Dollars (\$10,000) per report, record or review exploited.
- c. If the Service Provider uses or causes any robot, bot, spider, other automatic device or computer program routine or any manual process to monitor, duplicate, take, aggregate, obtain, modify, use, reproduce or copy any Consumer Content, any profiles of Hairmingo members, content (including profiles) or any other content contained on the Hairmingo Website or in any other publication of Hairmingo, the Service Provider agrees to pay Two Hundred Fifty Dollars (\$250) for each report, record, review or other information that is monitored, duplicated, transferred, taken, obstructed, modified, used, reproduced, aggregated or copied.
- d. Except as set forth in the foregoing subparagraphs (a) through (c), inclusive, the Service Provider agrees to pay the actual damages suffered by Hairmingo to the extent such actual damages can be reasonably calculated.

Notwithstanding any other provision of this Agreement, the Service Provider reserves the right to pursue 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.

The Service Provider expressly understands and agrees 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: (a) the use or inability to use the services; (b) the cost of any goods and/or services purchased or obtained as a result of the use of the services; (c) disclosure of, unauthorized access to or alteration of your information or content; (d) content the Service Provider may submit, receive, access, transmit or otherwise convey through the services or this agreement; (e) statements or conduct of any consumer or other third party through the services; (f) any other matter relating to the services; (g) any breach of this agreement by Hairmingo or the failure of Hairmingo to provide the services under this agreement; (h) any consumer content posted; or (i) any other dealings or

interactions the Service Provider has with any Service Provider (or any of their representatives or agents). 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 the Service Provider.

If Hairmingo is found liable for anything related to this agreement or the use of the services, Hairmingo's liability for damages will not exceed one hundred dollars (\$100.00).

This Agreement and the relationship between the Service Provider and Hairmingo will be governed by the internal laws of the State of Illinois, notwithstanding the choice of law provisions or conflict of law analysis of the venue where any action is brought, where the violation occurred, where the Service Provider may be located or any other jurisdiction. The Service Provider agrees and consents to the exclusive jurisdiction of the state or federal courts located in Illinois and waives any defense of lack of personal jurisdiction or improper venue or forum to a claim brought in such court, except that Hairmingo may elect, in its sole discretion, to litigate the action in the county or state where any breach by the Service Provider occurred or where the Service Provider can be found. The Service Provider agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to your use of the Service or this Agreement shall be filed within one (1) year after such claim or cause of action that arose or will forever be barred. In the event this Agreement is terminated, certain provisions of this Agreement will continue to remain in effect.

The Service Provider agrees to indemnify and hold Hairmingo and each of its affiliates and subsidiaries and each of their respective owners, officers, agents, managers, partners, employees, agents and representatives harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees (whether incurred in enforcing this Agreement or otherwise), made by any third party due to or arising out of the Service Provider's use of Hairmingo.

Hairmingo may modify or restate the Terms and Conditions of this Agreement and such modification(s) will be effective immediately upon being posted on the Hairmingo Website. Hairmingo will make note of the date of the last update to the Agreement on the first page of this Agreement. The Service Provider is responsible for reviewing these terms and conditions on regular basis. The Service Provider's continued use of the Services after such modifications will be deemed to be the Service Provider's conclusive approval of all modifications to this Agreement. The Service Provider agrees that Hairmingo shall be entitled to payment from the Service Provider for any and all out-of-pocket costs, including, without limitation, attorneys' fees, incurred by Hairmingo in connection with enforcing these Terms and Conditions and this Agreement or otherwise.

The Services may be subject to limitations, delays and other problems inherent in the use of the internet, paper and electronic communications. Hairmingo is not responsible for any delays, failures or other damage resulting from such problems.

This Agreement is not permissible to be re-sold or assigned by the Service Provider. If the Service Provider assigns, or tries to assign, this Agreement, such assignment or attempted assignment will be void and will be unenforceable. It will not be considered a waiver of Hairmingo's rights if Hairmingo fails to enforce any of the terms or conditions of this Agreement against the Service Provider. In the event a court finds a provision in this Agreement to not be valid, the Service Provider and Hairmingo agrees that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid in the Agreement. No joint venture, partnership, employment or agency relationship exists between the Service Provider and Hairmingo as a result of this Agreement or use of the Services.

The person agreeing to this Agreement and the Terms and Conditions on behalf of the Service Provider hereby represents and warrants that he/she has the set power and authority to bind the Service Provider and that this Agreement and the Terms and Conditions constitutes a valid and binding agreement of the Service Provider.

If you do not agree to all of the terms and conditions of this agreement, you must not use Hairmingo services. by using the services, you acknowledge that you have read and understood the terms and conditions of this agreement and you agree to be bound and upheld by these terms and conditions.

**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