

Terms and Conditions

THE AGREEMENT: The use of this website and services on this website provided by **Goodhairday LLC** (hereinafter referred to as "Website") are subject to the following Terms & Conditions, all parts and sub-parts of which are specifically incorporated by reference here. This agreement shall govern the use of all pages on this website (hereinafter collectively referred to as "Website") and any services provided by or on this website ("Services").

DEFINITIONS

"Agreement" denotes this Terms and Conditions and the Privacy Policy and other documents provided to you by the website.

"We," "us," and "our" are references to GOODHAIRDAY.IO.

"User," "You," and "your" denotes the person who is accessing the website for taking or availing of any service from us. User shall include the company, sole trader, person, body corporate, or association taking services of this website.

"Client" and "you" mean you, the user of the Goodhairday Services, or the purchaser of any Stylist Services.

"Stylist" denotes the person who is providing services throughout the Goodhairday Platform.

"Stylist Contract" means any contract between you and the relevant Stylist for their Services that you book through the Goodhairday Platform, including any Stylist Terms.

"Website" shall mean and include **goodhairday.io** and any successor Website of the Company or any of its affiliates.

"Appointment" means any appointment booking for one or more services from a Stylist made through the Goodhairday Platform, including as updated, re-scheduled, or canceled.

"Payment Processor" means third-party payment processors supporting Goodhairday with the provision of the Goodhairday Payment Services.

"No Show Policy" means a policy that is included in the Stylist Terms an Appointment whereby a Stylist may charge you (through the Goodhairday platform) a certain fee for a failing to show up to a Stylist's place of business at the time indicated on the appointment, which may be up to 100% of the value of the appointment;

Parties: Collectively, the parties to this Agreement (We and You) will be referred to as Parties.

ASSENT & ACCEPTANCE

PLEASE READ THESE TERMS OF USE, OUR PRIVACY POLICY, AND ALL APPLICABLE SUPPLEMENTAL TERMS (COLLECTIVELY, THE "TERMS") CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS, AND REMEDIES IN CONNECTION WITH YOUR USE OF THE SERVICES AND CONTENT. FOR EXAMPLE, THE TERMS INCLUDE:

- IF YOU USE THE GOODHAIRDAY PLATFORM TO BOOK OR ORDER ANY STYLIST SERVICES OR PRODUCTS, YOU ALSO ENTER INTO A STYLIST CONTRACT WITH THE RELEVANT STYLIST, INCLUDING ANY STYLIST TERMS.
- YOUR OBLIGATION TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.

- LIMITATIONS OF OUR LIABILITY TO YOU; AND
- A REQUIREMENT THAT YOU PURSUE CLAIMS OR SEEK RELIEF AGAINST US (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, RATHER THAN AS A PARTICIPANT IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

YOUR ACCESS TO AND USE OF THE SERVICES ARE CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH ALL APPLICABLE TERMS. If you do not agree to these Terms or our Privacy Policy, then please cease using the Services immediately. We reserve the right to change these Terms at any time (see "Changes to these Terms" below.) By accessing, browsing, and/or using the Services after updates to these Terms have been posted, you agree to be bound by the updated Terms. THESE TERMS AND OUR PRIVACY POLICY CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND GOODHAIRDAY.

Consequences of Non-Compliance

Your failure to comply with the Terms may result in the suspension or termination of your account and/or access to the Services and may subject you to civil and criminal penalties.

AGE RESTRICTION

You must be at least 13 (Thirteen) years of age to use this Website or any Services contained herein. By using this website, you represent and warrant that you are at least 13 years of age and may legally agree to this agreement. We assume no responsibility or liability for any misrepresentation of your age.

ACCURACY OF INFORMATION

Occasionally there may be information on the website that contains typographical errors, inaccuracies, or omissions that may relate to user descriptions, services, pricing, availability, promotions, and offers. You agree that your access to the website may be affected by unanticipated software bugs for any reason but that we shall have no liability for any damage or loss caused because of such bugs. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and conditions at any time and for any reason. We undertake no obligation to update, amend or clarify information on the website, including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the website should be taken to indicate that all information on the Website or Services has been modified or updated. Please ensure that you check the applicable Terms every time you use our site so that you understand which Terms apply. You will be subject to and will be deemed to have been made aware of and to have accepted the changes in any revised Terms and conditions by your continued use of the site after the date such revised Terms and conditions are posted.

ADVERTISEMENTS

During your use of the Website and Services, you may enter correspondence with or participate in promotions of advertisers or sponsors showing their goods or services through the Website and Services. Any such activity, and any terms, conditions, warranties, or representations associated with such activity, are solely between you and the applicable third party. We shall have no liability, obligation, or responsibility for any such correspondence, purchase, or promotion between you and any such third party.

SERVICE

At its core, Goodhairday acts as a software as a service to allow its users to book, manage, view, and cancel appointments. In addition, the Goodhairday platform allows Users to browse, view and review content and potential service providers for barber-related services.

Goodhairday solely provides a platform for Professionals and Clients to connect and serves only as a medium to facilitate the provision of Styling Services. Goodhairday does not provide or contract for Styling Services, and Barber or 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 at such person's sole discretion and at their own risk. If Stylist cancels his/her account before the trial ends, he/she will not be able to accept any new clients and can only manage his/her current appointments. 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, barbers, or Professionals, and any personnel of Barber or Professionals, as applicable. Each Professional must decide whether a Client is suited to such Professional's services and should exercise caution and common sense to protect the personal safety and property of such Professional and its personnel, as applicable, just as they would when interacting with anyone you don't know. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES, AND YOU HEREBY RELEASE THE COMPANY AND ITS AFFILIATES OR LICENSORS FROM ANY LIABILITY RELATED THERETO. THE 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.

HOW TO MAKE AN APPOINTMENT

The Goodhairday Platform allows you to select which Stylist Services you would like to receive and make an Appointment/Order for that Stylist Service. You may check and correct any errors before confirming your Appointment/Order. Please read and check all details of your Appointment/Order and any applicable Stylist Terms before confirming your Appointment/Order.

When you make an Appointment/Order, we will send your request to the Stylist, and the Stylist Contract will be formed when we send you a Confirmation. All Stylist Services shown on the Goodhairday Platform are subject to availability. We may accept or reject each Appointment/Order on behalf of the Stylist. Your Confirmation is your receipt from Goodhairday and will be sent via email or SMS to the contact information provided in your Goodhairday Account upon confirming an Appointment/Order. If you require a tax receipt, you need to contact the Stylist directly.

When you make an appointment, you will need to arrive at the place of business of the Stylist to receive the Stylist's Services. The place of business will be indicated by the Stylist.

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 IDs to access or use the Services under any circumstances. You are solely and entirely responsible for maintaining the confidentiality of your Account IDs and for any charges, damages, liabilities, or losses incurred or suffered because of your failure to do so. We are not liable for any harm caused by or related to the theft of your Account IDs, your disclosure of your Account IDs, or your authorization to allow another person to access or use the Services using your Account IDs. Furthermore, you are solely and entirely responsible for 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.

By creating an Account as a Professional, you certify that you are, or if you are a salon, merchant, or other business entity, all your employees, independent contractors, or agents who are providing the Styling Services each are licensed professionals and that your business information is correctly represented on Goodhairday. You further certify that you are duly licensed to provide Styling Services

"in-home" or otherwise outside your place of business should you advertise such Styling Services on Goodhairday. Goodhairday 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.

Service providers should treat all client data with respect and appropriate privacy.

Users of the Goodhairday system can use intake forms to get additional information from clients. You **MUST NOT** use the intake form to accept delicate personal or financial information. When the user books an appointment, some personal information such as email, name, and phone number is shared with the Stylist. This information is not stored encrypted on servers.

We encourage buyers to work with sellers before opening a complaint with Goodhairday. 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.

Providing your personal data to others

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.

We may disclose your personal data to Stylist (such as name, email, and phone number) as reasonably necessary for the purposes of obtaining services from them.

Financial transactions relating to our website and services are handled by our payment services providers, [Stripe]. 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.

CANCELLATIONS & NO SHOWS

If you wish to cancel your appointment, you may do so through the Goodhairday Platform. Goodhairday Stylists may choose to implement a Cancellation Policy, the terms of which will be disclosed to and confirmed by you at the time of making your appointment. If a Stylist has such a Cancellation Policy, then Goodhairday may automatically charge your card an amount determined by the Stylist, which may be up to the full amount (100%) of the value of the appointment. If you cancel an Appointment beyond the time indicated in the Stylist's Cancellation Policy, you will not be entitled to any refund unless mutually agreed between you and the Stylist directly.

Stylists may also choose to implement a No-Show Policy. If you fail to turn up to a Stylist's place of business at the time indicated in your appointment, a Stylist may choose to exercise their No-Show Policy, wherein Goodhairday may automatically charge your card a cancellation fee, which may be an amount of up to the full amount (100%) of the value of the appointment. Neither Company nor its affiliated or licensors is responsible for Customers not showing up to their appointments.

USER CONTENT

Content Responsibility.

The website permits you to share content, post comments, feedback, etc., but you are solely responsible for the content posted by you. You represent that you have required permission to use the content.

When posting content to the website, please do not post content that:

- contains ill-mannered, profane, abusive, racist, or hateful language or expressions, text, photographs, or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial or religious nature.
- It is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, and contains exaggeration or unsubstantiated claims.
- Violating the privacy rights of any third party is unreasonably harmful or offensive to any individual or community.
- Discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation, or disability, or refers to such matters in any manner prohibited by law.
- Violates or inappropriately encourages the violation of any municipal, state, federal, or international law, rule, regulation, or ordinance.
- Uses or attempts to use another's account, password, service, or system except as expressly permitted by the Terms of use uploads or transmits viruses or other harmful, disruptive, or destructive files.
- Sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual or repeats prior posting of the same message under multiple emails or subjects.
- Any submitted content that includes, but is not limited to the following, will be refused. If repeated violations occur, we reserve the right to cancel user access to the website without advanced notice.

USER OBLIGATIONS

As a user of the Website or Services, you may be asked to register with us. When you do so, you will choose a user identifier, which may be your email address or another term, as well as a password. You may also provide personal information, including, but not limited to, your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable you to use the Website and Services. You must not share such identifying information with any third party, and if you discover that your identifying information has been compromised, you agree to notify us immediately in writing. An email notification will suffice. You are responsible for maintaining the safety and security of your identifying information, as well as keeping us apprised of any changes to your identifying information. Providing false or inaccurate information or using the Website or Services to further fraud or unlawful activity is grounds for immediate termination of this agreement.

SERVICE INTERRUPTIONS

We may need to interrupt your access to the website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the website may be affected by unanticipated or unscheduled downtime for any reason but that we shall have no liability for any damage or loss caused because of such downtime.

IFRAMES

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

ACCEPTABLE USE

You agree not to use the Website or Services for any unlawful purpose, or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of goodhairday.io.

- You further agree not to use the Website or Services:
- To harass, abuse, or threaten others or otherwise violate any person's legal rights.
- To violate any of our intellectual property rights or any third party.

- To upload or otherwise disseminate any computer viruses or other software that may damage the property of another.
- To perpetrate any fraud.
- To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme.
- To publish or distribute any obscene or defamatory material.
- To publish or distribute any material that incites violence, hate, or discrimination towards any group.
- To unlawfully gather information about others.

HYPERLINKING TO OUR CONTENT

1) Without prior written approval, the following organizations may link to our site:

- Government agencies.
- Search engines.
- News organizations.
- Online directory distributors, when they list us in the directory, may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses; and
- Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups that may not hyperlink to our Web site.

1) We allow these links if the link: (a) is not misleading; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party or its products or services; and (c) is appropriate to the linking party's site.

2) We may consider and approve in our sole discretion other link requests from the following types of organizations:

- commonly known consumer and business information sources such as Chambers of Commerce and Consumers Union.
- dot.com community sites.
- Associations or other groups representing charities, including charity giving sites
- online directory distributors.
- Internet portals.
- Accounting, law, and consulting firms whose primary clients are businesses; and
- educational institutions and trade associations.

We will approve link requests from these organizations if we determine that the link will not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, are not permitted to link); (b) the organization does not have an unsatisfactory record with us, and (c) the benefit to us from the increased visibility associated with the hyperlink outweighs the cost of the link.

We allow these links if the link: (a) is not misleading; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party or its products or services; and (c) is appropriate to the linking party's website.

If you are one of the organizations listed in paragraph 2 and would like to link to our website, please contact us at support@goodhairday.io. List any URLs from which you intend to link to our Web site, along with the URL(s) on our site to which you would like to link. Response time is 2-3 weeks. Those approved may link to our site as follows:

- By using our company name, the URL (web address) being linked to, or any other description of our website or material that makes sense within the context and format of the linking party's site.

No use of the Goodhairday logo or other artwork will be allowed for linking absent a trademark license agreement.

INTELLECTUAL PROPERTY

You agree that the Website and all Services provided by us are the property of Goodhairday, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Our IP"). You agree that we own all rights, title, and interest in and to the Our IP and that you will not use Our IP for any unlawful or infringing purpose. You agree not to reproduce or distribute Our IP in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without express written permission from us.

DISCLAIMER

Goodhairday makes no guarantees, representations, or warranties of any kind as regards the website and associated technology. Any purportedly applicable warranties, terms, and conditions are excluded to the fullest extent permitted by law. Your use of the service is at your sole risk. The service is provided on an "AS IS" and "AS AVAILABLE" basis. The website may contain bugs, errors, problems, or other limitations. The service is provided without warranties of any kind.

You agree that from time to time, we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk

For no situation will Goodhairday, our chiefs, officials, representatives, associates, operators, contractual workers, assistants, providers, specialist co-ops or licensors be obligated for any injury, misfortune, guarantee, or any immediate, circuitous, accidental, reformatory, exceptional, or noteworthy harms of any sort, including, without restriction lost benefits, lost income, lost investment funds, loss of information, substitution costs, or any comparative harms, regardless of whether situated in contract, tort (counting carelessness), severe risk or something else, emerging from your utilization of any of the administration or any items obtained utilizing the administration, or for some other case related in any capacity to your utilization of the administration or any item, including, however not constrained to, any mistakes or oversights in any substance, or any misfortune or harm of any sort brought about because of the utilization of the administration of any substance (or item) posted, transmitted.

In any case, they are made accessible by means of the administration, regardless of whether instructed concerning their chance. Since certain states or wards don't permit the prohibition or the restriction of risk for important or accidental harms, in such states or locales, our obligation will be constrained to the greatest degree allowed by law.

Limitation of warranties

The information on this website is provided "as is" without any representations or warranties; express or implied, Goodhairday makes no representations or warranties.

- Without prejudice to the generality of the foregoing paragraph, Goodhairday does not warrant that:
- The information regarding Services on this website will be constantly available or available at all.
- The information on this website is complete regarding Different Services, true, accurate, up-to-date, or non-misleading.

INDEMNIFICATION

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless Goodhairday and its affiliates and/or related entities, whether direct or indirect, current, former or future, and its and their respective current, former, or future officers, directors, employees, agents,

successors and assigns and related third parties (each an "Indemnified Party"), for any claims, causes of action, debts, damages, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any third-party claim that (a) your use of or inability to use the Services, (b) any user postings made by you, (c) your violation of any terms of this agreement or your violation of any rights of a third-party, or (d) your violation of any applicable laws, rules or regulations, except to the extent caused by any unlawful or negligent act or omission by Goodhairday. Goodhairday reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Goodhairday in asserting any available defenses. An Indemnified Party may participate in the defense by counsel of its own choosing, at its own cost and expense. You shall not settle any claim that adversely affects an Indemnified Party or imposes any obligation or liability on an Indemnified Party without the Indemnified Party's prior written consent.

EXCLUSION OF LIABILITY

You understand and agree that we (A) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties, and (B) shall not be responsible for any materials posted by us or any third party. You shall use your judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user using the website, including loss of data or information or any kind of financial or physical loss or damage.

In no event shall Goodhairday, nor its Owner, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful, or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the service; (ii) any conduct or content of any third party on the service; (iii) any content attained from the service; and (iv) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage, and even if a cure set forth herein is originated to have futile of its important purpose.

MODIFICATION & VARIATION

We may, from time to time and at any time without notice to you, modify this agreement. You agree that we have the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this agreement are in full force and effect immediately upon posting on the website and that modifications or variations will replace any prior version of this agreement unless prior versions are specifically referred to or incorporated into the latest modification or variation of this agreement.

NO WARRANTIES

You agree that your use of the Website and Services is at your sole and exclusive risk and that any Services provided by us are on an "As Is" basis. We hereby expressly disclaim any express or implied warranties of any kind, including but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the Website or Services will meet your needs or that the Website or Services will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information on the website or obtained through the Services. You agree that any damage that may occur to you through your computer system or because of the loss of your data from your use of the Website or Services is your sole responsibility and that we are not liable for any such damage or loss.

LIMITATION ON LIABILITY

We are not liable for any damages that may occur to you because of your use of the Website or Services to the fullest extent permitted by law. This section applies to any claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

GOVERNING LAW AND JURISDICTION

This website originates from the United States. The laws of the United States. Without regard to its conflict of law, principles will govern these terms to the contrary. You hereby agree that all disputes arising out of or in connection with these terms shall be submitted to the exclusive jurisdiction of the United States. By using this website, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding, or claim arising under or by reason of these terms. You hereby waive any right to trial by jury arising out of these terms.

SEVERABILITY

If any provision of these Terms and conditions is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

CONTACTING US

If you would like to contact us to understand more about terms or wish to contact us concerning any matter, you may do so via the contact us or email us at support@goodhairday.io.

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