

The Lisa App, LLC Terms of Use for Artists

Please read the following Terms of Use (“Terms”) carefully. They govern your use of the Lisa App website and mobile applications (collectively, the “Site”) of The LISA APP, LLC (“LISA”, “us”, “our”, and “we”). To use this Site, you must be at least eighteen (18) years of age and are bound by all of the following provisions of these Terms. IF YOU ARE NOT AT LEAST EIGHTEEN (18) YEARS OF AGE AND DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, IMMEDIATELY STOP ACCESSING THE SITE AND DO NOT USE ANY SERVICE OFFERED THROUGH THE SITE.

Artists

The Site is a platform that connects artists (“Artists” or “you”) providing hair, makeup, nails, wax, massage and other health and beauty services (collectively, “Beauty Services”) with clients seeking such services (“Clients”). The Artists and Clients are both users of the Site and are hereinafter referred to collectively as “Users.”

The Site solely provides a platform for Artists and Clients to connect and serves only as a medium to facilitate the provision of Beauty Services. The platform includes a variety of transaction processing services, including, but not limited to, geolocation, scheduling, payment facilitation, reviews and other services necessary to provide a forum for Artists and Clients to communicate their preferences, respectfully, when providing and receiving services.

We are not a party to the Beauty Services. We do not provide or contract for Beauty Services, and Artists and Clients contract independently for the provision of Beauty Services. Each Client is solely responsible for selecting the Artist, the Beauty Services to be provided and the location at which Beauty Services will be performed, whether on the premises of an Artist or at a site designated by the Client. Any decision by a Client to receive Beauty Services or by an Artist to provide Beauty Services is a decision made in such person’s sole discretion. In performing services, Artists must present themselves as not affiliated with LISA.

We do not have control over the quality, suitability, reliability, timing, durability, legality, failure to provide, or any other aspect whatsoever of any Beauty Services provided by Artists nor of the integrity or responsibility for any of the actions or omissions whatsoever of any Artists or Clients. We make no representations or warranties whatsoever with respect to Beauty Services offered or provided by Artists or requested by Clients through use of the Beauty Services, whether in public, private, or offline interactions, or about the accreditation, registration or licensing of any Artist. You understand that we have no obligation to routinely screen our Users, inquire into the background of our Users, or attempt to verify information provided by any User. We do not verify or confirm that any User is who they claim to be or is accurately representing

themselves and does not verify or confirm any representations with respect to Beauty Services on the Site.

In connection with Beauty Services for which reservations are made available on the Site, if approved by us, you agree to require Clients to pay using the credit card or other payment information that the Client provided to the Site. At your discretion, you may charge fees as determined by you for your reservations for Beauty Services, provided that the fee that you charge for any single service shall not be less than \$10.00 US. You authorize us to use our standard cancellation and missed appointment policies and fees. Over time, we may update our pricing features and / or provide you greater discretion in implementing individualized features, such as discretionary cancelled and missed appointments policies and fees; when we do so, you agree to promptly update your profile as necessary to comply with the common processing features of the Site.

While we take what we believe to be reasonable efforts to ensure secure transmission of your information to third parties who assess and process payments, we are not responsible for any fees or charges assessed by third parties or any errors in the processing of payments by third parties, including any errors that result from third party negligence, improper transmission of payment information, a Client's mistaken submission of payment information, or submission of erroneous payment information.

Artist Accounts

Account Creation

In order to become an Artist, you must register for an artist account with us ("your Account") and provide certain information about yourself as prompted by the registration form, including an email address and self selected password. You may also be required to provide additional information, such as street address, telephone number, tax identification number (such as Social Security Number), and date of birth. You agree to provide supplemental documentation upon request (including but not limited to: articles of incorporation, passports, driver's license or a business license). Each Account must be linked to a verified U.S. bank account.

You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are either a legal resident of the United States, a United States citizen, or a business entity authorized to conduct business by the state(s) in which you operate; (d) you are licensed (or certified / accredited in professions not requiring licensure) to perform any and all regulated Beauty Services within the geographic areas in which you will provide such Beauty Services.

Licensure and other Checks

To the extent the Beauty Services that you wish to provide require licensure, we will verify your licensure status based solely on the compiled information available online with the applicable

licensing authority. We may deny or delay your application for an Account if there are any disciplinary actions or other issues relating to your licensure as noted online with the licensing authorities at the time of our initial inquiry. You must provide accurate and complete information. If we cannot verify that this information is complete and accurate, we may deny your use of our service, or close your Account.

Under certain circumstances, you will need to pay a nonrefundable fee for a detailed background and credit check before or after you create an Account on the Site to perform Beauty Services. In these cases, we or our third party partners require such checks. Finally, we may deny you access to an Account for any reason.

Authorization

You authorize us, directly or through third parties, to make inquiries or verify that the information relating to your Account is accurate (for example, through social media or third party databases, credit bureaus or otherwise) and to ensure that you are acting within the Terms. You specifically authorize us to request a consumer report that contains your name and address and credit related information. We have engaged a third party to perform basic credit and background requirements that are necessary to establish an Account.

Account Responsibilities

You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security. You agree to immediately notify us of any change in the information used to register your account including the status of your licensure. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

Account Restrictions

By creating your Account, you agree that you will only accept payment in connection with the Beauty Services and that you will not accept payments in connection with any illegal or obscene activity or goods, including drugs, firearms, gambling (including lottery), or adult entertainment or sexually oriented products or services. You also agree that you will not provide services that you are not licensed to provide in geographical areas requiring licensure where you are not licensed. Regardless of whether or not you have a license or proper certification / accreditation to provide other Beauty Services or other services, you will not attempt to use the Site in any manner to provide any such licensed service without providing such license number to LISA for prior verification.

You also agree that when you use our Site, you will always use its transaction processing services for every transaction for one or more Beauty Services and that you will only accept payments through the Site. We may terminate your right to use the Site immediately if you

accept other forms of payments outside the Site. Moreover, you authorize us to keep as additional liquid damages any funds owed but not yet paid to you for prior services related to the Site, whether or not you properly used the Site in those transactions. You agree that we are entitled to pursue additional legal remedies to collect the fees that we otherwise would have earned, and you will be responsible for all our legal fees.

You may delete your Account at any time, for any reason, by following the instructions in the Beauty Services. We may suspend or terminate your Account at any time for any reason.

Account Features

From time to time, LISA may update or remove existing account features and / or create new account features for our Users. You agree to be bound by these Terms in all such cases.

Upon approval to open an Account on the Site, a third party securing monitoring software may be available to you. If you download and use the third party software or any other optional security service, you will indemnify and hold LISA harmless from any liability, cost, loss or damage related to your use of such service. LISA is not responsible for the provision of services to you by any third party.

You acknowledge that the insurance is provided as a convenience to the you and that your transaction is solely between you and the Client. LISA does not provide Beauty and Massage services, and you will hold LISA harmless from any liability from damages related to any service provided by the Artists.

Insurance

It is understood and agreed that any Artist who follows all LISA requirements found in this Agreement and is registered and contracted via our platform is an additional insured under The LISA App, LLC's insurance policy but solely with respect to any professional session scheduled through and performed through our platform.

Please reference the attached Certificate of Insurance or view this [LINK](#) for applicable coverages and limits.

If a claim is made against any Artist who is covered as an additional insured, the Artist remains responsible for compensating LISA for LISA's deductible and any other outofpocket expense as specified in the Certificate of Insurance.

Relationship of the Parties

The Parties acknowledge and agree that there is not a partnership or joint venture arrangement between LISA and the Artist and that no Artist is an employee of LISA resulting from this Agreement.

Promotions

We may from time to time advertise promotions related to transactions performed on the Site. Artists may participate in the promotions. All Artist promotions shall be optional with the exception being that all first time users of the platform shall receive a 20% discount for any Beauty Service provided. For example, if you normally charge \$100.00 for a haircut service, and a first time Client of the LISA platform schedules an appointment with you, you agree that your \$100.00 fee for the haircut will be discounted to \$80.00 for that Client.

Payment Facilitation

In addition to our other transaction processing services, we facilitate receipt by Artists of payments from Clients through the use of our third party payment processor, Stripe. Each Artist is provided a Stripe Connect account to facilitate disbursements, withholdings, and all payment processing through the Site. Your use of the Site as an Artist represents your express consent to the terms and conditions of the [Stripe Connected Account Agreement](#) and updates or modifications that our third party payment processor may make at its sole discretion.

We are not a bank, money transmitter, or Money Services Business (“MSB”), and we do not offer banking or MSB services as defined by the United States Department of Treasury. We never have any control or ownership over your money. In connection with the Beauty Services, we do not actually or constructively receive, take possession of or hold any money or monetary value for transmission, and do not advertise, solicit or hold ourselves out as receiving money for transmission.

Transaction Processing

Payment transactions have various states. They can be reversed or cancelled at any time due to fraud or chargebacks. We may impose transaction limits at any time. Transactions are indicated as Pending, Completed, Failed or Cancelled.

“Pending” indicates that a transaction is currently undergoing review by our third party payment processor and may not be completed or settled, at the third party payment processor’s sole discretion. “Pending” may also indicate that the transaction is awaiting account confirmation or settlement from a third party.

“Completed” indicates that a transaction has cleared and the funds are available in the Merchant’s Account. If we determine that the transaction is related to a restricted or prohibited business or activity or that the transaction is the result of fraudulent activity, we may reverse or refund the transaction at any time.

“Cancelled” indicates that a transaction has been stopped or reversed. This could be due to inaccurate or incomplete information about your Account, our inability to validate the legitimacy of a payment, Purchaser, or Merchant, or other proprietary reason. You may contact our support

for more information. Although payments are cancelled, the removal of an authorization on a Client credit card or a return of funds to a Client bank account may not be immediate, and we cannot guarantee availability within a specific timeframe. “Failed” indicates that a transaction could not be processed due to inaccurate Account information, insufficient funds, or other transaction related reason.

Upon the release of transaction information by us, a Client will be debited or charged by our third party payment processor. The Artist agrees that the Client’s obligation to the Artist is treated as paid at the time of (i) the release of this transaction information when a transaction enters the “Completed” state; and (ii) the related initiation of processing by our third party payment processor. After the initiation of processing by our third party payment processor, the Artist agrees not to attempt to collect or otherwise seek payment from the Client because the Artist agrees Client’s obligation to the Artist has been conclusively discharged. The Artist agrees that the Client is a third party beneficiary of the preceding two sentences. Transactions may stay in a “Pending” state before “Completed” if we are reviewing a transaction for risk purposes. Transactions in this state should not be treated as paid until they are “Completed”.

Transactions may be disputed at any time up to 90 days from the date of transaction, regardless of state, by the Purchaser. Disputes resolved in favor of the Client may result in reversal of the disputed transaction, regardless of state.

We reserve the right to limit or restrict transaction size or volume at any time. If you would like to increase your limits, please contact Customer Support. Upon receiving this request, we will conduct a review of your Account, and decide whether to lift or remove these limits. We will consider a variety of factors in making this decision and will make this determination at its sole discretion.

Cancellation and No-Show Policies

On-Demand Cancellations

No cancellation charge for any cancellations made within 3 minutes of the Artist accepting the appointment. If an appointment is cancelled by the Client 3 minutes after the Artist accepts the appointment, a charge of 50% of the requested service fee will be applied to the Client’s account.

Scheduled Appointments (Same Day) Cancellations

No cancellation charge for any cancellations made within 30 minutes of the Artist accepting the appointment. If an appointment is cancelled by the Client’s 30 minutes after the Artist accepts the appointment, a charge of 50% of the requested service fee will be applied to the Client’s account.

Scheduled Appointments (Future Days) Cancellations

No cancellation charge for any cancellations made up to 24 hours prior to the scheduled appointment time. If an appointment is cancelled by the Client less than 24 hours before the scheduled appointment, a charge of 50% of the requested service fee will be applied to the Client's account.

No-Shows for On-demand and All Scheduled Appointments

If a Client fails to attend an appointment, the Artist may report the No-Show to LISA. Artists may report No-Shows between 15 minutes and 30 minutes after the appointment's scheduled start time. If a No-Show is reported, a charge of 100% of the requested service fee will be applied to the Client's account.

Artist Compensation for Cancellations and No-Shows

Artists shall be compensated on all gross sales generated from Cancellations and No-Shows as specified in section, *Platform Fees Schedule* below.

Payment Terms

Authorization

You authorize us through our third party payment processor to hold, receive, and disburse funds on your behalf. Your authorization permits us to generate a paper draft or an electronic funds transfer to process each payment transaction that you authorize by using the Site to facilitate your transaction in any manner, and your authorization includes the right to initiate adjustments for any transactions credited or debited in error. Your authorizations will remain in full force and effect until your Account is closed or terminated.

Unauthorized or Illegal Use

We may decide not to authorize or settle any transaction that you submit to us if we believe that the transaction is in violation of this Agreement or any other policy, or that it exposes Artists, other Users, our processors or LISA to harm. Harm includes fraud and other criminal acts. If we reasonably suspect that your Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your Account, and any of your transactions with law enforcement.

Our Fees

When providing Beauty Services to Clients, our third party payment processor will transmit a portion of the fees you charge to the Client to us as our processing fee ("Platform Fees"). You agree to pay such Platform Fees to us.

Our Platform Fees may be delineated in various forms: You will be charged a standard

processing fee as we have agreed when you form your account. From time to time, we may provide additional optional services that require additional processing fees and / or we may charge certain administrative fees (over and above any fees charged by our third party partners) related to a variety of administrative functions, including, but not limited to, chargebacks, refunds, returns, credit checks, wrong account information, and other such items. You agree to pay such additional optional processing and administrative fees to us as listed on our Site.

Subject to the terms of this Agreement, we reserve the right to change such Platform Fees at any time. You must agree to the change in such Platform Fees to continue to provide Beauty Services. Platform Fees and other administrative fees are found in a separate schedule attached to this Terms or Service and may be also included in financial reports or other documents accessible to you.

Access to Account Funds

Subject to the payout schedule identified below, our third party payment processor will deposit amounts received by us for transactions you submit through the Site (less any applicable Platform Fees) to your verified bank account. In the event the bank account you link to your Account is incorrect and we are not able to debit or credit the bank account, the bank account will be delinked from your Account. Funds for any given transaction will not be deposited until the transaction is deemed complete. Transactions will be deemed complete when we have received or sent the funds and when the designated financial institutions or we have accepted the transaction or funds.

Standard Schedule of Payouts and Reserve

Once we validate your U.S. bank account, we may direct our third party payment processor to establish a reserve (“Reserve”) for the account in an amount that we determine is necessary to insure that you have sufficient funds for your obligations under the Terms. This decisions to direct our payment processor to establish the Reserve and the amount of the Reserve are made by us alone.

Funds in excess of your required Reserve for your account will be paid to your bank account at the end of every two day (2 day) cycle. In the future, we may provide you an opportunity for a greater frequency of payouts (e.g., weekly, daily) subject to any additional terms related to that optional service. On any daily service, payouts to your bank account for payments received before 4pm Central Time will usually fund the next business day.

Availability of Funds

Should we need to conduct an investigation or resolve any pending dispute related to your Account, including refunds, we may defer payout or restrict access to your funds for the entire time it takes for us to do so. We also may defer payout or restrict access to your funds as necessary to comply with applicable law or court order, or if otherwise requested by law

enforcement or governmental entity.

Taxes

You are responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason in connection your use of the Site (“Taxes”). You also are solely responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction. We specifically disclaim any liability for Taxes. If in a given calendar year you receive (i) more than \$20,000 in gross amount of payments and (ii) more than 200 payments, report will be sent annually to the Internal Revenue Service (“IRS”), as required by law, including your name, address, Tax Identification Number (such as a Social Security Number (SSN), or Employer Identification Number (EIN)), the total dollar amount of the payments you receive in a calendar year, and the total dollar amount of the payments you receive for each month in a calendar year.

Client Care; Reviews

Artists are solely responsible for all Client service issues relating to such Artist’s goods or services, including pricing, order fulfillment, order cancellation by you or a Client, returns, refunds and adjustments, rebates, functionality and warranty, technical support, and feedback concerning experiences with your personnel, policies or processes. You agree that Clients receiving your Beauty Services may provide reviews through the Site to us. While we retain the right to terminate your account for any reason, we do not have a policy of terminating any account simply because you have received poor reviews.

Refunds and Returns

By accepting payment card transactions through the Site, you agree to process returns of, and provide refunds and adjustments for, your Beauty Services in accordance with this Agreement and the terms and conditions of our third party payment processor. You can process a refund through your Account up to two (2) days from the day you accepted the payment. If your available balance is insufficient to cover the refund, we will request your authorization to withdraw up to the requested refund amount from your bank account. We will then direct our third party processor to withdraw the amount you were paid (the sale amount minus the Processing Fee) from your bank account, and credit it back into your Client’s credit card. Our Platform Fees are nonrefundable in the event of a Refund

Liability for Chargebacks and Fraudulent Actions

The amount of a transaction may be reversed or charged back to your Account (a “Chargeback”) if the transaction (a) is disputed, (b) is reversed for any reason by the Network, our processor, or a Client or our financial institution, (c) was not authorized or we have any reason to believe that the transaction was not authorized, (d) is allegedly unlawful, suspicious, or in violation of the

terms of this Agreement. We are not liable for any losses relating to Chargebacks, fraudulent charges, or other actions by any User that are deceptive, fraudulent or otherwise invalid (“Fraudulent Actions”). By using the Site, you hereby release us from any liability arising from Fraudulent Actions.

Our Collection Rights for Chargebacks

For any transaction that results in a Chargeback, we will direct our third party payment processor to withhold the Chargeback amount in a Reserve, even if the amount would temporarily cause the current Reserve limit to increase, assuring us that the total minimum Reserve will be maintained after the payments for the Chargeback amount and other related fees. We may direct our third party processor to debit the amount of any Chargeback and any associated Platform Fees, fines, or penalties assessed by our third party payment processor from your Account (including without limitation any Reserve), any proceeds due to you, your bank account, or other payment instrument registered with us. If you have pending Chargebacks, we may delay payouts from your Account. Further, if we reasonably believe that a Chargeback is likely with respect to any transaction, we may direct our third party processor to withhold the amount of the potential Chargeback from payments otherwise due to you under this Agreement until such time that: (a) a Chargeback is assessed due to a Client’s complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which the Client may dispute that transaction has expired; or (c) we determine that a Chargeback on the transaction will not occur. If we are unable to recover funds related to a Chargeback for which you are liable, you will pay us the full amount of the Chargeback immediately upon demand. You agree to pay all fees, costs and expenses, including without limitation attorneys’ fees and other legal expenses, incurred by or on behalf of us in connection with the collection of all deficit balances unpaid by you. Our Platform Fees are nonrefundable in the event of a Chargeback.

Excessive Chargebacks

If we determine that you are incurring an excessive amount of Chargebacks, we may establish controls or conditions governing your Account, including without limitation, by (a) establishing new processing fees, (b) creating a Reserve in an amount reasonably determined by us to cover anticipated Chargebacks and related fees, (c) delaying payouts, and (d) terminating or suspending your account.

Contesting Chargebacks

You agree to assist us when requested, at your expense, to investigate any of your transactions processed through the Beauty Services. To that end, you permit us to share information about a Chargeback with the Client, the Client’s financial institution, and your financial institution in order to investigate and/or mediate a Chargeback. We will request necessary information from you to contest the Chargeback. If the Chargeback is contested successfully, we will release the

reserved funds to your Account. If a Chargeback dispute is not resolved in your favor or you choose not to contest the Chargeback, we may recover the Chargeback amount and any associated fees as described in this Agreement. You acknowledge that your failure to assist us in a timely manner when investigating a transaction, including providing necessary documentation within five (5) days of our request, may result in an irreversible Chargeback. We reserve the right, upon notice to you, to charge a fee for mediating and/or investigating Chargeback disputes.

LISA Setoff Rights

You grant us a security interest in, as well as a right of set off against, and hereby assign, convey, deliver, pledge and transfer to us, as security for repayment of any obligations due under this Agreement, all of your right, title, and interest in and to all of your accounts with us. However, this grant will not apply to any accounts for which the grant of a security interest would be prohibited by law. You authorize us, without prior notice to you and irrespective of (i) whether we have made demand under this Agreement or any other related agreements; and (ii) whether the obligation is contingent, matured or unmatured, to the extent permitted by law, to collect, charge, and/or set off all sums owing on the indebtedness against any and all such accounts and other obligations, and our option, to administratively freeze or direct any third party bank holding the account to freeze all such accounts to allow us to protect our security interest, collection, charge and set off rights as provided for in this section. To the extent permitted by law, we may set off against the balances for any obligation you owe us under this Agreement, including without limitation any Chargebacks. All Fees are charged at the time we process a transaction and are deducted first from the transferred or collected funds and thereafter from the balance in your Account. If you owe us an amount that exceeds your balance, we may charge or debit a payment instrument registered in your Account or any connected Account (as well as set off against any balance in any connected Account). Your failure to fully pay amounts that you owe us on demand will be a breach of this Agreement. You will be liable for our costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, collection agency fees, and any applicable interest.

Processing Errors

We will attempt to rectify processing errors that we discover. If the error resulted in your receipt of less than the amount to which you were entitled, we will credit your Account for the difference. If the error results in your receipt of more than the amount to which you were entitled, we will debit the extra funds from your Account. We will only correct transactions that you process incorrectly if and when you notify us of such an error. Your failure to notify us of a processing error within five (5) business days of when it first appears on your electronic transaction history will be deemed a waiver of any right to amounts owed to you.

Dormant Accounts

If there is no activity in your Account within a six (6) month period, we may deem your account as Dormant. If you have a credit in your account such as your reserve, we may contact you by email or any other means per your account registration. We will give you the option of keeping your account open or terminating your account and withdrawing any remaining funds. If you do not respond to our notice within the timeframe specified in the notice, we may close your Account and our third party payment processor will escheat your funds in accordance with applicable law.

Rights and Licenses

License to Use Site

We grant you a nontransferable, nonexclusive, right to access and use the Site for your personal use. However, you may not download or modify the Site, or any portion of the Site, except with express written consent of us. This Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.

Certain Restrictions

The rights granted to you in this Agreement are subject to the following restrictions: (a) you will not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site; (b) you will not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you will not access the Site in order to build a similar or competitive service; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Beauty Services will be subject to the terms of this Agreement. All copyright and other proprietary notices on the Site must be retained on all copies thereof. You further agree that you will not seek to hire or otherwise engage Artists on our platform for any commercial purpose other than as a Client.

Modification

We reserve the right, at any time, to modify, suspend, or discontinue the Site or any part thereof with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or any part thereof.

Ownership of the Site

Excluding your User Content (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site are owned by us or our licensors. The provision of the Site does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights. We and our suppliers reserve all rights not

granted in this Agreement.

User Content

User Content

“User Content” means any and all information and content that a User submits to or posts on the Site. You own your User Content with the understanding that you agree that we may use and reproduce the User Content that you make available on our social media network pages and the Site. You assume all risks associated with the use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. You may not state or imply that your User Content is in any way provided, sponsored or endorsed by us. Because you alone are responsible for your User Content (and not LISA), you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. We are not obligated to backup any User Content and User Content may be deleted at any time. You are solely responsible for creating backup copies of your User Content if you desire.

License

You hereby grant, and you represent and warrant that you have the right to grant, to us an irrevocable, nonexclusive, royaltyfree and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content, and to grant sublicenses of the foregoing, solely for the purposes of including your User Content in the Site. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content. Do not rely upon us to use, display or store your User Content. We have no obligation to accept, display, review, monitor, or maintain any User Content. We reserve the right to delete User Content from the Site without notice for any reason at any time. You acknowledge that you do not rely on us to monitor or edit the Site or maintain User Content for you and that the Site may contain content that you find offensive and you hereby waive any objections you might have with respect to viewing such content.

Acceptable Use Policy

The following sets forth our “Acceptable Use Policy”:

You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content: (i) that violates any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of

any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

In addition, you agree not to use the Site to: (i) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) harvest, collect, gather or assemble information or data regarding other users, including email addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site, other computer systems or networks connected to or used together with the Site, through password mining or other means; (vi) harass or interfere with another user's use and enjoyment of the Site; or (vii) introduce software or automated agents or scripts to the Site so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Site.

You further agree not to use or launch any automated system, including without limitation, "robots," "spiders," or similar technological devices or programs that access the Site in a manner that sends more request messages to the Site's servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser. Notwithstanding the foregoing, we grant the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials.

We reserve the right to revoke these exceptions either generally or in specific cases, in our sole discretion.

Enforcement

We reserve the right (but have no obligation) to review any User Content, investigate, and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms.

Indemnification

You agree to indemnify and hold us (and our subsidiaries, affiliates, officers, employees, and agents) harmless from any claims and expenses (including attorneys' fees) arising out of or related to (a) your use of the Site, (b) your User Content, (c) your violation of these Terms; or (d) your violation of applicable laws or regulations.

Other Users

Because we do not control User Content, you acknowledge and agree that we are not responsible

for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content. Your interactions with other Site or Service users are solely between you and such user. You agree that we will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Service user, we are under no obligation to become involved.

Third Party Links

The Site contains links to third party websites and services that are not owned or controlled by us. We assume no responsibility for, the content, privacy policies, or practices of any third party websites and products. By using the Site, you specifically release us from any and all liability arising from your use of any third party website or services.

Release

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Term and Termination

Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may (a) suspend your rights to use the Site (including your Account) or (b) terminate or modify these Terms, at any time for any reason at our sole discretion. You understand that any termination of your Account involves deletion of your User Content associated therewith from our live databases. We will not have any liability whatsoever to you for any termination or modification of these Terms, including for termination of your Account or deletion of your User Content. Upon termination of these Terms, all of the provisions will terminate except those that by their nature should survive.

Copyright Policy

- We respect the intellectual property of others and ask that users of our Site do the same. If you believe that one of our users is, through the use of our Site, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. §512(c)) must be provided to our designated Copyright Agent:
 - your physical or electronic signature;

- identification of the copyrighted work(s) that you claim to have been infringed;
- identification of the material on the Site that you claim is infringing and that you request us to remove;
- sufficient information to permit us to locate such material;
- your address, telephone number, and email address;
- a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. §512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

Our designated Copyright Agent is:

Robert Richmond
THE LISA APP, LLC
PO Box 1543
Deerfield, IL 60015
support@lisaapp.com

General

The laws of the State of Illinois shall govern the validity, performance, enforcement, interpretation and any other aspect of these Terms, without regard to principles of conflicts of laws thereunder. The parties shall submit to the exclusive jurisdiction and venue of the federal and state courts located in the Northern District of the State of Illinois for any action arising out of these Terms or use of the Site. Where required, we may give notice to you by a general posting on the Site, by electronic mail, or by conventional mail to your address of record. You may give notice to us by electronic mail or by conventional mail to the address below. We may revise these Terms at any time, and such modifications will be effective immediately upon posting. Your use of the Site after such posting shall be deemed to constitute acceptance by you of such modifications. If you no longer agree with the Terms after any such modification, you may optout of the Site by halting your access to the Site and including in a notification to us your username and a declaration of your intention to optout. Upon receiving such notification from you, we will suspend your account. The parties agree that if any portion of this Agreement is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such

provision shall, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of this Agreement, which shall continue to be in full force and effect. This Agreement, and any rights and licenses granted hereunder, may not be assigned, transferred, delegated, and sublicensed by You, but may be assigned, transferred, delegated, and sublicensed by us without restriction. Notwithstanding any provision of these Terms, we have available all remedies at law or equity to enforce these Terms. Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) between you and us or our employees, agents, successors, or assigns, will exclusively be settled through binding and confidential arbitration. You and we agree that: ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

THE LISA APP, LLC

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Deerfield, IL 60015

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<http://lisaapp.com/privacy-policy/>

Platform Fees Schedule

Primary Beauty Services Fees

Barber 20% of gross total sales

Cosmetologists 20% of gross total sales

Makeup Artists 20% of gross total sales

Estheticians 20% of gross total sales

Massage Therapist 20% of gross total sales

Nail Technician 20% of gross total sales

Gross total sales include all primary beauty services and tips. LISA's primary beauty fee covers all related credit card processing fees from Stripe.

Optional Service Fees

None LISA will soon offer optional services such as a Booth Finder application.

Refer to the Platform Fee Schedule for updates on fees for optional services.

Chargeback and Refunds Administrative Fee

Refunds * \$25

Chargebacks * \$25

* Refunds and Chargeback require the payment of the administrative fee plus the return of the total gross sales related to the affected transaction. Primary Beauty Service Fees and other Platform Fees are nonrefundable.

Mandatory Promotion Program

LISA only requires Artists to participate in one mandatory joint promotion program:

- 1) When a Client uses the LISA platform for the first time, an Artist automatically agrees to provide a 20% discount to the Artist's stated services fees for all services that the Client receives in that initial appointment. For example, if you normally charge \$100.00 for a haircut, and a first time Client of the LISA platform schedules an appointment with you, you agree that your \$100.00 fee for the haircut will be discounted to \$80.00 for that Client on his or her appointment.
- 2) LISA in turn will provide the Client a free 1year subscription to Lifeline Response (appx \$60 retail value), the same free security monitoring app that you receive when you register as an Artist.

In the future, LISA will offer additional Artist promotion programs, which the Artist may join at his or her option. We also reserve the sole right to modify the mandatory promotion program in the future after providing advance notice.