

AUX HOUSE

TERMS OF SERVICE

Last Modified: February 1, 2016

Elevate By Salon, Inc., its subsidiaries and affiliates (“we,” “us,” or “our”), owns and operates the online service, Aux House, that provides systems and methods for enhancing interactions between the users of the services (individually the “Client”, collectively the “Clients”) and the service providers, product manufacturers, product sellers and advertisers in image industries such as hair, nail salon, skincare, and other retail industries (individually the “Image Professional”, collectively the “Image Professionals”). Additionally, we provide products for purchase, consultations, tutorials, recommendations or other services from manufacturers/distributors, stylists, other image professionals, or authorized Client peers.

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Service”), govern your access to and use of the services, software, mobile apps and online services including any content, functionality and services offered on or through www.auxhouse.com (the “Services”), whether as a Client or an Image Professional.

Your participation in and use of the Services in any capacity (“you”, “your” or “user”), is expressly conditioned upon your assent, to all of these Terms of Service. Specific terms may apply depending on whether you are a Client or an Image Professional as outlined below. If you, in your capacity as a user, do not agree to any of these terms and conditions, then please do not use our Services.

Acceptance of the Terms of Service

By using the Services, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, found at [insert URL to privacy policy], incorporated herein by reference. If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Services.

The Services are offered and available to users who are 13 years of age or older. By using the Services, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Services.

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Services and Account Security

We reserve the right to withdraw or amend the Services, and any service or material we provide on the Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the entire Services, to users, including registered users.

To access the Services or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide on the Services is correct, current and complete. You agree that all information you provide to register with these Services or otherwise, including but not limited to through the use of any interactive features on the Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your user name, password or other security information. You agree to notify us immediately of any

unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

If you are accessing the Services through a third party site or service (such as “Facebook”), the Company may require that your user name be the same as your user name for such third party site or service. By providing your third party account credentials to the Company, you are consenting to have the information in those accounts transmitted into your Company account. You shall only use third party accounts owned by you and not by any other person or entity.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

Intellectual Property Rights

The Services and all content, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Service permit you to use the Services for your personal, non-commercial use only (provided that Image Professionals may use the Services for the limited commercial uses described herein). You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Services, except as follows:

Your device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

You may store files that are automatically cached by your Web browser for display enhancement purposes.

You may print or download one copy of a reasonable number of pages of the Services for your own personal, non-commercial use and not for further reproduction, publication or distribution.

If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

Modify copies of any materials from this site.

Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.

Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

Clients may not access or use for any commercial purposes any part of the Services or any services or materials available through the Services.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Services in breach of the Terms of Service, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Services not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark and other laws.

Trademarks

The Company name and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Services are the trademarks of their respective owners.

Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Services:

In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

To send, knowingly receive, upload, download, use or re-use any material which does not comply with the terms listed herein.

To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.

To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).

To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by us, may harm the Company or users of the Services or expose them to liability.

Additionally, you agree not to:

Use the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Services, including their ability to engage in real time activities through the Services.

Use any manual process to monitor or copy any of the material on the Services or for any other unauthorized purpose without our prior written consent.

Use any device, software or routine that interferes with the proper working of the Services.

Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer or database connected to the Services.

Otherwise attempt to interfere with the proper working of the Services.

User Contributions

The Services may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "Interactive Services") that allow users and other Image Professionals to post, submit, publish, display or transmit to other users or Image Professionals (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Services.

All User Contributions must comply these Terms of Service.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Services, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.

All of your User Contributions do and will comply with these Terms of Service.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Services.

Monitoring and Enforcement; Termination

We have the right to:

Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Service, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public or could create liability for the Company.

Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.

Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Service.

Without limiting the foregoing, we have the right to fully cooperate with any law

enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services.

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.

Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.

Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these

Terms of Service and our Privacy Policy.

Be likely to deceive any person.

Promote any illegal activity, or advocate, promote or assist any unlawful act.

Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.

Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.

Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Policy

The Company respects the intellectual property rights of others and expects the users of their Services to do the same. The Company will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to the Company. If you believe that any User Contributions violate your copyright, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

The Company reserves the right to remove content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, the Company will also terminate a user's account if the user is determined to be a repeat infringer. Under the U.S. Digital Millennium Copyright Act, our designated copyright agent for notice of alleged copyright

infringement appearing on the Services is:

Aux House C/O

Elevate By Salon Inc.

Attn: Copyright Agent350 Main Street Suite J

Pleasanton, CA 94566

SUPPORT@AUXHOUSE.COM

Reliance on Information Posted, Recommended or Shared

We do not warrant the accuracy, completeness or usefulness of any information made available on our site. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

The Services may include content provided or recommended by Image Professionals, third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

AS A CLIENT, YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH ANY IMAGE PROFESSIONALS FOUND THROUGH THE SERVICES ARE SOLELY BETWEEN YOU AND THE IMAGE PROFESSIONAL. You may choose, at your sole and absolute discretion and risk, to use any recommendations to products and/ or services given to you by an Image Professional either through the use of the Services or otherwise. At no time shall we be liable to you for any loss or damages of any kind (including, without limitation, for any direct, indirect, economic, exemplary, special, punitive, incidental or consequential losses or damages) that are directly or indirectly related to your use of the services.

Changes to the Services

We may update the content on the Services from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Services may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Services

All information we collect on the Services is subject to our Privacy Policy. By using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

AS AN IMAGE PROFESSIONAL, YOUR COMMUNICATIONS WITH CLIENTS ARE SUBJECT TO OUR PRIVACY POLICY. ALL COMMUNICATIONS WITH CLIENTS MUST BE DONE WITH THEIR CONSENT AND BASED ON A PREVIOUS PROFESSIONAL RELATIONSHIP WITH THAT CLIENT. You must not create or submit unwanted emails, comments, likes or other forms of commercial or harassing communications (a/k/a "spam"). At no time shall we be liable to you for any loss or damages of any kind (including, without limitation, for any direct, indirect, economic, exemplary, special, punitive, incidental or consequential losses or damages) that are directly or indirectly related to your use of the services.

Linking to the Services and Social Media Features

You may link to the Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

These Services may provide certain social media features that enable you to:

Link from your own or certain third-party Services to certain content on these Services.

Send e-mails or other communications with certain content, or links to certain content, on the Services.

Cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party Services.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Services

If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party Services linked to this Services, you do so entirely at your own risk and subject to the terms and conditions of use for such Services.

Online Purchases and Other Terms and Conditions

All purchases through the Services or other transactions for the sale of goods, services or information are governed by these Terms of Service.

Additional terms and conditions may also apply to specific portions, services or features of the Services. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Service.

Paid Services

Billing Policies; Payment Information; Taxes

Certain products or services offered on or through the Services may be provided for a fee or other charge.

As a **Client** of the Services, if you elect to purchase products or services on or through the Services, or to use paid aspects of the Services, you agree to the following:

The pricing and payment terms, as may be updated from time to time at the discretion of either the Company or the Image Professional.

The Company or Image Professional may add new products and services for additional fees and charges, or amend fees and charges for existing products and services, at any time.

All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Services must be accurate, complete, and current.

You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred.

You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

As an ***Image Professional***, if you elect to sell products or services on or through the Services, or to use paid aspects of the Services, you agree to the following:

The pricing and payment terms for use of the Services as an Image Professional, may be updated from time to time at the discretion of the Company.

The Company may add new products and services for additional fees and charges, or amend fees and charges for existing products and services, at any time in its sole discretion.

You agree that you are solely responsible for providing and maintaining accurate contact and payment information associated with your account, for any bank fees related to returned or cancelled checks due to erroneous contact or payment information.

If you dispute any payment made, you must notify the Company within thirty (30) days of any such payment by emailing a detailed description of your dispute to address listed below. You agree that failure to do so shall result in your waiver of any claim relating to such disputed payment.

You expressly agree that you are solely responsible for paying any and all applicable taxes or charges imposed by any government entity in connection with your participation in the services, including without limitation any income tax related to your earnings received as a result of participation in the services. Provided, however, the company may deduct applicable tax from any payments owed to you to the extent required by law or a government entity.

Any further questions or issues regarding the payment method, structure of payment or questions pertaining to your Image Professional account should be directed to: SUPPORT@AUXHOUSE.COM.

Risk of Loss

The Company has engaged third-party service providers to perform many of the Services available. Including, but not limited to: online retail marketing, payment processing, card processing, currency exchange, identity verification, fraud analysis and regulatory compliance. The Company partners with companies such as [PayPal.com](https://www.paypal.com), [Rakuten.com](https://www.rakuten.com) and other companies who are licensed payment processors to facilitate the transactions that occur as a result of using these Services including card payments and other payments by buyers and to disburse funds to sellers.

By using the Services provided you are engaging with a third-party service, for which you may also be subject to an agreement with the third-party. You hereby

represent and warrant that you have read and agree to be bound by all applicable policies of any third party website relating to your use of the Services and that you will act in accordance with those policies, in addition to your obligations under this Agreement. The Company has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of, or opinions expressed in any third party websites. In addition, the Company will not and cannot monitor, verify, censor or edit the content of any third party site. By using the Services, you expressly relieve and hold harmless the Company from any and all liability arising from your use of any third party website.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that the Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that the Company is under no obligation to become involved.

Geographic Restrictions

The owner of the Services is based in the state of California in the United States. We provide these Services for use only by persons located in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Mobile Software from iTunes

The following also applies to any Services you acquire from the iTunes Store (“iTunes-Sourced Software”): You acknowledge and agree that these Terms of Service are solely between you and the Company, not Apple Inc. (“Apple”), and that Apple has no responsibility for the iTunes-Sourced Software or content thereof. Your use of the iTunes-Sourced Software must comply with the App

Store Terms of Service (“App Store Terms”). You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the iTunes-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms of Service and any law applicable to the Company as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the iTunes-Sourced Software or your possession and/or use of the iTunes-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms of Service and any law applicable to the Company as provider of the software. You acknowledge that, in the event of any third party claim that the iTunes-Sourced Software or your possession and use of that iTunes-Sourced Software infringes that third party’s intellectual property rights, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Service. You and the Company acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms of Service as relates to your license of the iTunes-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service as relates to your license of the iTunes-Sourced Software against you as a third party beneficiary thereof.

Beta Software

We may make available mobile software, software, or other software that allows you to access and use certain features, technologies, and/or services that are not yet generally commercially released (collectively referred to as the “Beta Software”). In addition to the other provisions in these Terms of Service, the following additional provisions in this subsection apply to the Beta Software.

The license granted by the Company under these Terms of Service with respect to the Beta Software will automatically terminate upon the release of a generally commercially available version of the applicable Beta Software or will terminate as otherwise set forth in these Terms of Service or as determined by the Company (“Beta Period”). For the avoidance of doubt, the license is subject to

the below restrictions, and the Company may revoke your license to the Beta Software or modify the permitted use of or suspend your access to any Beta Software at any time and for any or no reason.

You acknowledge that the Beta Software, its existence, its features, its capacities, its capabilities, its thresholds, its limitations, and its mode of operation, any related materials provided by the Company, any beta test results compiled by you, and other technical, business, product, marketing, and financial information, plans, and data relating to the Beta Software are the confidential information of the Company (“Beta Confidential Information”). You agree (i) to hold the Beta Confidential Information in strict confidence, (ii) not to disclose any Beta Confidential Information to any third parties except as authorized by the Company in writing, and (iii) not to use any Beta Confidential Information for your own use or for any purpose except as permitted under these Terms of Service including testing the Beta Software and providing feedback with respect to such Beta Software to the Company. You agree to take all practicable measures to protect the secrecy of Beta Confidential Information and avoid disclosure or use of Beta Confidential Information other than expressly authorized herein, which measures will take the form of the highest degree of care that a reasonable person would apply to protect his, her, or its own information of a similar nature and importance. You agree promptly to notify the Company in writing of any misuse or misappropriation of Beta Confidential Information that may come to your attention. All copies of electronic information and data, or tangible items including documents and magnetic media, containing or embodying Beta Confidential Information will be permanently destroyed upon the expiration or termination of the Beta Period or as otherwise requested by the Company.

THE BETA SOFTWARE IS NOT READY FOR GENERAL COMMERCIAL RELEASE AND MAY CONTAIN BUGS, ERRORS, DEFECTS OR HARMFUL COMPONENTS. ACCORDINGLY THE COMPANY IS PROVIDING THE BETA SOFTWARE TO YOU “AS IS.” THE COMPANY MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE BETA SOFTWARE, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE BETA SOFTWARE WILL BE ERROR-FREE OR THAT IT WILL OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME.

The Company may make beta services available for you to try and test out. If you choose to use such services, you understand that the services may not perform as expected and you should use those services and any information about them in a confidential manner unless we tell you otherwise. Please be careful when using beta software.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SERVICES LINKED TO IT.

YOUR USE OF THE SERVICES, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE,

INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY SERVICES LINKED TO IT, ANY CONTENT ON THE SERVICES OR SUCH OTHER SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR SUCH OTHER SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or

relating to your violation of these Terms of Service or your use of the Services, including, but not limited to, your User Contributions, any use of the Service's content, services and products other than as expressly authorized in these Terms of Service or your use of any information obtained from the Services.

Governing Law and Jurisdiction

All matters relating to the Services and these Terms of Service and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Service or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of California although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Service in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Company's sole discretion, it may require you to submit any disputes arising from the use of these Terms of Service or the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying California law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

Entire Agreement

The Terms of Service and our Privacy Policy and any other relevant policies that may be instituted by the Company from time to time shall constitute the sole and entire agreement between you and the Company with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services.

Your Comments and Concerns

These Services are operated by Elevate By Salon, Inc. located at 350 Main St. Suite J, Pleasanton, CA 94566.

All feedback, comments, requests for technical support and other communications relating to the Services should be directed to: SUPPORT@AUXHOUSE.COM.

AUX HOUSE

PRIVACY POLICY

Last Modified: February 1, 2016

Elevate By Salon, Inc., its subsidiaries and affiliates (collectively the “Company”, “we,” “us,” or “our”), owns and operates the online service, Aux House, that provides systems and methods for enhancing interactions between the users of the services (individually the “Client”, collectively the “Clients”) and the service providers, product manufacturers, product sellers and advertisers in image industries such as hair, nail salon, skincare, and other retail industries (individually the “Image Professional”, collectively the “Image Professionals”). Additionally, we provide products for purchase, consultations, tutorials, recommendations or other services from manufacturers/distributors, stylists, other image professionals, or authorized Client peers.

This Privacy Policy is entered into by and between You and the Company. The following privacy policy, together with any documents they expressly incorporate by reference (the “Privacy Policy”), explains how information about you is collected, used and disclosed by the Company when you use our websites, mobile applications and other online products and services (collectively, the “Services”) or when you otherwise interact with us.

We may change this Privacy Policy from time to time. If we make changes, we will notify you by revising the date at the top of the policy and in some cases we may provide you with additional notice (such as adding a statement to our

website's homepages or sending you a notification). We encourage you to review the Privacy Policy whenever you access the Services to stay informed about our information practices and the ways you can help protect your privacy.

Collection of Information

Information You Provide to Us

We collect information you provide directly to us. For example, we collect information when you create an account, use the Services to send or receive a message, request customer support or otherwise communicate with us. The types of information we may collect include your username, password, email address, phone number, age and any other information you choose to provide.

When you use the Services, we also collect, process and store the content that you may upload or create in the Services (such as photos, videos and/or captions) on our servers.

We can only be responsible for the information that you provide to us, not the information you provide to any third party, including Image Professionals. Aux House will not be liable for any information collected by and/or provided to Image Professionals.

Information We Collect Automatically When You Use the Services

When you access or use the Services, we automatically collect information about you, including:

Usage Information: When you send or receive information using the Services, we collect information, including the time, date, sender and recipient of the information.

Log Information: We log information about your use of our websites, including your browser type and language, access times, pages viewed, your IP address and the website you visited before navigating to our websites.

Device Information: We may collect information about the computer or device you use to access the Services, including the hardware model, operating system and version, MAC address, unique device identifier, phone number, International Mobile Equipment Identity ("IMEI") and mobile network information. In addition, the Services may access your device's native phonebook and image storage applications, with your consent, to facilitate your use of certain features of the Services.

Location Information: With your consent, we may collect information about the location of your device to facilitate your use of certain features of the Services, determine the speed at which your device is traveling, and for any other purpose described in this privacy policy.

Information Collected by Cookies and Other Tracking Technologies: We use various technologies to collect information, and this may include sending "cookies" to you. Cookies are small data files stored on your hard drive or in device memory that help us to improve the Services and your experience, see which areas and features of the Services are popular, and count visits. We may also collect information using web beacons (also known as "tracking pixels"), or any other tracking technology.

We can only be responsible for the information that we collect, not the information collected by any third party, including Image Professionals. Aux House will not be liable for any information collected by and/or provided to Image Professionals.

Information We Collect From Other Sources

We may also obtain information from other sources and combine that with information we collect through the Services. If you provide or connect your third-party account credentials to an account with the Services, some content and/or information in those accounts may be transmitted into your account with us. For example, when you connect with Facebook, we may receive and collect your name, email address and profile photo. Additionally, when you complete in-app purchases from your mobile device, we may collect information about you from the provider of your device operating system when they process the purchases on our behalf. (Please note that we do not receive your payment method information from the operating system providers.)

Use of Information

We may use information about you for various purposes, including to:

Provide, maintain and improve the Services, including to provide additional features and content through the Services;

Provide and deliver the products and services you request, process transactions and send you related information;

Respond to your comments, questions and requests and provide customer service;

Send you technical notices, updates, security alerts and support and administrative messages;

Communicate with you about products, services, offers, promotions, rewards and events offered by the Company and others, and provide news and information we think will be of interest to you;

Monitor and analyze trends, usage and activities in connection with the Services;

Personalize and improve the Services and provide advertisements, content or features that match user profiles or interests;

Link or combine with information we get from others to help understand your needs and provide you with better service;

Detect, investigate and/or prevent fraudulent, unauthorized or illegal activity; and

Carry out any other purpose for which the information was collected.

The Company is based in the United States and the information we collect is governed by U.S. law. By accessing or using the Services or otherwise providing information to us, you consent to the processing and transfer of information in and to the U.S. and other countries.

Sharing of Information

We may share information about you as follows or as otherwise described in this Privacy Policy:

With other users when you share the Services, including your username and any contents of the Services you send them.

With vendors, consultants and other service providers who need access to such information to carry out work on our behalf;

In response to legal process or a request for information if we believe disclosure is in accordance with any applicable law, rule or regulation, or as otherwise required by any applicable law, rule or regulation;

In order to investigate or remedy potential violations of our user agreements or policies, or to protect the rights, property and safety of the Company, our users or others;

In connection with, or during negotiations of, any merger, sale of company assets, financing or acquisition of all or a portion of our business to another company; and

With your consent or at your direction.

We may also share aggregated or de-identified information, which cannot reasonably be used to identify you.

Sharing of Information via Social Media

We may use social plugins on our Services, for instance plugins of the social networks such as Facebook, Twitter, or Pinterest, and may feature icons, like the “thumbs up” icon or text like “Recommend”, “Like” or “Comment”. These cookies are activated once you start navigating our application and/or website. Your browser may create a connection to the servers of such social networks and/or transmit data to such servers when you view a page on our website. If you use the plugin functionality (e.g. click the “Like” button or make a comment), this information is also transmitted directly to the social network by your browser and may be stored there. This Privacy Policy does not cover the practices of these third party social networks.

Communications From Us

We may contact or communicate with you by email, postal mail, notices on our

websites or applications, newsletters or other means available through the Services, including mobile text message and push notifications. Such communications may contain messages of a commercial or non-commercial nature, including but not limited to, providing you the Service or response to your inquiry that you requested, marketing and promotions of our Services or the services of our partners and advertisers, administrative purposes, or to carry out other purposes described in this Privacy Policy.

You may opt out of receiving promotional communications from us at any time by following the instructions in those messages or by contacting SUPPORT@AUXHOUSE.COM. If you opt out, we may still send you non-promotional communications, such as emails about your account and our ongoing business relations. We will take commercially reasonable steps to implement your opt-out requests promptly, but you may still receive communications from us for up to ten business days as we process your request.

Analytics Services Provided by Others

We may allow others to provide analytics services on our behalf. These entities may use cookies, web beacons and other technologies to collect information about your use of the Services and other websites, including your IP address, web browser, pages viewed, time spent on pages, links clicked and conversion information. This information may be used to, among other things, analyze and track data, determine the popularity of certain content and better understand your online activity.

Security

We take reasonable commercial safeguards to help protect information about you from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction.

California Marketing

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to ask us for a notice identifying the categories of personal information which we share with our affiliates and/or third parties for marketing purposes, and providing contact information for such affiliates and/or third parties. If you are a

California resident and would like a copy of this notice, please submit a written request to 350 Main Street Suite J, Pleasanton, California 94566.

Children

We do not knowingly collect personal information from users under the age of thirteen. The Services are intended solely for users who are thirteen years of age or older, and any registration, use or access to the Service by anyone under thirteen is strictly prohibited and in violation of our terms of service.

Account Information

You may update or correct information about yourself by editing your account settings within the Services. If you wish to delete your account, please email SUPPORT@AUXHOUSE.COM to delete your account, but note that we may retain certain information as required by law, for legitimate business purposes, or as part of our regular retention practices. We may also retain cached or archived copies of information about you for a certain period of time.

Device Information

If you later decide to revoke your consent and prevent us from continuing to access your phonebook and image storage applications, you can do so by either changing the settings on your device if this settings option is provided by your device operating system, or by following the standard uninstall process and removing the Services from your device. On iOS devices, you can grant or revoke your consent at any time and prevent us from continuing to access your phonebook and image storage applications by changing the settings on your device.

Location

When you first launch any features of the Services that collect location information, you will be asked to consent to our collection of this information. If you initially consent to our collection of location information, you can subsequently stop the collection of this information by changing the preferences on your mobile device. If you do so, certain features of the Services will no longer function. You may also stop collection of location information by following the

standard uninstall process to remove the Services from your device.

Cookies

Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our application and/or website.

Push Notifications/Alerts

The Company may send push notifications or alerts to your device. You can deactivate these messages at any time by changing the notification settings on your device or by changing your settings within the Services.

Contact

To contact us, please visit

AUXHOUSE.COM or write to:

AUX HOUSE C/O

Elevate By Salon, Inc.

350 Main Street Suite J

Pleasanton, CA 94566