**Hair and Makeup PROS LLC**

**TERMS OF SERVICE**

These terms and conditions (“Terms”) are a legal contract between you (either you as an individual or the entity on whose behalf you are entering into these terms and conditions) and Hair and Makeup PROS LLC (“Hair and Makeup PROS,” “we,” or “us”) for the access to and use of this website. The website includes text, media, documentation, pictures and other content (collectively, the “Website”) for the access to and use of any services supplied to you by the independent contractors of Hair and Makeup PROS (collectively, the “Services”).

**By accessing or using the Website and/or Services, you agree to be bound by these Terms, including the warranty disclaimers and limitation of liability provisions below. If you do not understand or agree to these Terms, do not access or use the Website, the Services, or the Applications and please exit the Website now.**

HAIR AND MAKEUP PROS IS NOT A DIRECT PROVIDER OF SERVICES. WE PROVIDE INFORMATION AND A MEANS OF OBTAINING SERVICES, WHICH ARE DIRECTLY PROVIDED BY INDEPENDENT CONTRACTORS. WE ASSUME NO RESPONSIBILITY OR LIABILITY RELATED TO THE SERVICES PROVIDED BY OR ACTIONS OF SUCH INDEPENDENT CONTRACTORS.

**1. Information and Content You Provide**

In addition to these Terms, your use of the Website is governed by our Privacy Policy. You agree that Hair and Makeup PROS’ collection, use, and sharing of any personal information will be as set forth in the Privacy Policy, which may be amended by us from time to time. The Privacy Policy and any posted terms or guidelines are hereby incorporated by reference into these Terms. You agree that we have unlimited rights to any other information that you provide to us and that we may use such information in any way we choose. Such information will be deemed to be non-confidential.

Hair and Makeup PROS may, at its sole discretion, enable you to create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Website (“Content”). Your use of the Website is subject to all applicable laws and regulations, and you are solely responsible for any Content you provide on the Website. By posting Content on the Website, or by otherwise using any communications service, message board, newsgroup, or other interactive service available on the Website, you agree that you will not post Content that:

1. is unlawful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, tortious, invasive of another’s privacy, or includes graphic descriptions of sexual or violent content;
2. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
3. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
4. consists of unsolicited advertising, junk or bulk email (also known as “spam”), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
5. contains any form of malicious code, files, or programs that are designed or intended to disrupt, damage, or limit the functionality of any software, hardware, or telecommunications equipment or otherwise causes damage, or allows you to obtain unauthorized access to any data or other information of any third party;
6. breaches the security of, compromises or otherwise allows access to secured, protected or inaccessible areas of this Website, or attempts to gain access to other network or server via your account on this Website;
7. impersonates any person or entity, including any of our employees or representatives.

Hair and Makeup PROS neither endorses nor assumes any liability for any Content uploaded or submitted by you on any part of the Website. Although we do not pre-screen, police, or monitor Content posted on the Website, we and our agents reserve the right to remove any and all Content that we feel does not comply with these Terms and any other rules of conduct for our Website, or are otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such postings.

**2. Accessing the Website**

When retrieving information from the Website, you are prohibited from (a) using or attempting to use spiders, robots, avatars, intelligent agents, or any other extraction or navigation search except for a normal browser, (b) aggregating, copying or duplicating any of the materials or information available from the Website except for the small amount of materials and information temporarily required for an ordinary single use of the Website, or (c) accessing data not intended for you.

Use of the Website may require a login and password that you will create (your “ID”). You are responsible for maintaining the confidentiality of your ID, and you are fully and solely responsible for all activities that occur under your ID. It is up to you to take adequate precautions with your ID, and to immediately notify Hair and Makeup PROS of any unauthorized use of your ID.

By accessing or using the Website and/or Services, you agree that:

* You are legally entitled to enter into these Terms and to use the Services.
* You are at least 18 years old.
* You shall provide accurate, true, and current information as prompted during the account registration process and shall keep it current at all times.
* You shall not allow any other person or entity to access or use your account or publicly disclose your login information.
* You shall comply with all state and local laws of each location in which you access the Website or use the Services.
* You shall only access or use the Website with a compatible device or computer. Hair and Makeup PROS assumes no responsibility or liability for loss resulting from failure to comply with this provision.
* You shall be solely responsible for keeping a duplicate copy of all Content; we do not accept any responsibility or liability for the loss of your Content.
* You shall not use the Website for any illegal or unauthorized purpose.
* By accessing or using the Website certain mobile carrier charges may apply and data charges.
* You shall not transmit worms, viruses, or any code of a destructive nature to Hair and Makeup PROS, other users, the Website, or independent contractors.
* You shall not abuse, harass, threaten, harm, or impersonate other Hair and Makeup PROS users or employees of Hair and Makeup PROS at any time or for any reason.

Any use of the Website or the Services in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use your ID, the Website, and/or the Services. Hair and Makeup PROS reserves the right to monitor your use of the Website, and/or Services to ensure your compliance with these Terms, or pursuant to a court, administrative, or governmental order. Furthermore, we reserve the right to deactivate or suspend your use of the Website and/or Services upon such violation.

**3. Intellectual Property Rights**

The copyrights and other intellectual property regarding the Website and/or the Services are owned by Hair and Makeup PROS, its independent contractors, and its licensors. Subject to your compliance with these Terms, including Section 2 above, you are authorized to view, store, print, copy, and distribute the pages, data, text, images, audio, video, or other content within the Website for the purposes of your use of the Services or considering use of the Services. This right is non-transferable and non-sublicensable. All other rights are reserved. In consideration of this authorization, you agree that (a) any copy of these documents which you make shall retain all copyright and other proprietary notices contained in such documents and (b) these Terms are included with any distribution.

By posting creating, uploading, sending, receiving, storing, or otherwise making available any Content on or through the Website you grant to Hair and Makeup PROS a worldwide, nonexclusive, royalty-free, irrevocable, perpetual, sub-licenseable and transferable license to access, use, reproduce, store, copy, modify, distribute, prepare derivative works of, publish, transmit, stream, broadcast, display, and otherwise exploit in any manner such Content to provide and/or promote the Website, in any media or platform. Unless you provide specific consent, Hair and Makeup PROS does not claim any ownership rights in any Content and nothing in these Terms will be deemed to restrict any rights that you may have to use your Content.

**4. Fees**

You acknowledge that use of the Website and/or Services may involve fees charged by Hair and Makeup PROS. Pricing information displayed on the Website is subject to change. Hair and Makeup PROS may increase or decrease fees as it deems necessary. All fees are final, non-refundable (after 24 hours), and shall be paid by you immediately when due. Except as expressly stated in these Terms or on the Website or Applications, Hair and Makeup PROS has no obligation to provide refunds or credits, but may grant them, in each case in Hair and Makeup PROS sole discretion. As a user of the Services and Applications, you agree that you shall: (i) as a condition to requesting Services, provide a valid credit card or other authorized payment method; and (ii) pay for all Services that you request from the Website. You expressly authorize Hair and Makeup PROS to charge the payment method you provide for any Services you request. You also expressly authorize Hair and Makeup PROS to set the prices for all charges and fees that apply to the provision of such Services. Your selection of the “Confirm” button on the checkout page is your electronic signature and you agree that (a) this signature is the legal equivalent of your wet or manual signature and (b) this transaction is equivalent to an in-person transaction where your payment method is physically present.

Standard SMS and data fees may apply when accessing or using the Website or Applications from a mobile device. To opt out of SMS notifications associated with the Services or Applications, please contact Hair and Makeup PROS at hairandmakeuppros2000@gmail.com.

**5. Third Party Websites;**

The Website may contain links to third party websites or advertisements that are not owned or controlled by Hair and Makeup PROS. Hair and Makeup PROS has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Hair and Makeup PROS will not and cannot censor or edit the content of any third party website. By using the Website you expressly relieve Hair and Makeup PROS from any and all liability arising from your use of any third party website. Accordingly, we encourage you to be aware of and to read the terms and conditions and privacy policy of each other third party website that you visit.

The Website may be made available to you through third party software or services not controlled by Hair and Makeup PROS (e.g., Google, Facebook). Hair and Makeup PROS disclaims all liability and responsibility for your use of the Website through any such software or services. Any use of such software or services is at your own risk and may subject you to additional or different terms and restrictions by the third party or third parties providing such software or running such services. Accordingly, we encourage you to be aware of and to read the terms and conditions and privacy policy for each item of third party software or each third party service through which you access the Website.

**6. Limitation of Liability and Indemnification**

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFIT LOSS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS WEBSITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS WEBSITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY PROMISES REGARDING OUR OFFERINGS OR CONTENT OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH THE THIRD PARTY THROUGH THIS WEBSITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

You shall indemnify, defend and hold harmless Hair and Makeup PROS and its affiliates, related companies, officers, directors, members, employees, agents, representatives, partners, attorneys and licensors (collectively, the “Hair and Makeup PROS entities”) from any and all third party claims, liability, damages and/or costs (including attorneys’ fees) arising from or related to (i) your use of the Website and/or Services (ii) your violation of these Terms, or (iii) any infringement or misappropriation of any intellectual property right or other right of any person or entity by you or any other user of your user account. You agree to immediately notify Hair and Makeup PROS of any unauthorized use of your user account or any other breach of security known to you that may affect the security of the Website or Applications.

The indemnification provisions of this Section 6 shall survive termination of your rights of access to the Website and the Services.

**7. Disclaimers**

Hair and Makeup PROS provides information through this Website. While Hair and Makeup PROS has undertaken efforts to provide accurate information, it is not comprehensive and Hair and Makeup PROS makes no commitment to update the information at any particular time.

As a result, the information may not be accurate, up to date or applicable to the circumstances of any particular case. Any decisions you make based on information contained in this Website are your sole responsibility.

ALL CONTENT AND OFFERINGS ON THIS WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE CONTENT OR OFFERINGS WILL MEET YOUR REQUIREMENTS, (B) THE CONTENT, OFFERINGS OR WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CONTENT OR OFFERINGS OFFERED WILL BE EFFECTIVE, ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY CONTENT OR OFFERINGS PURCHASED OR OBTAINED BY YOU FROM THE WEBSITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS, OR (E) THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE AND/OR SERVICES IS AT YOUR OWN RISK. YOUR SOLE REMEDY IN THE EVENT OF ANY DEFICIENCY, ERROR, OR INACCURACY IN THE WEBSITE SHALL BE TO REQUEST THAT HAIR AND MAKEUP PROS CORRECT THE MATTER OR, IF HAIR AND MAKEUP PROS FAILS TO DO SO, TO DISCONTINUE YOUR USE OF THE WEBSITE AND/OR SERVICES. Any content downloaded or otherwise obtained through the use of the Website is downloaded at your own risk and you will be solely responsible for any damage to your computer or device, or for loss of data that results from such download.

Through your use of the Website, you may have the opportunities to engage in commercial transactions with other users and vendors. You acknowledge that all transactions relating to any products or offerings provided by any third party, including, but not limited to the purchase terms, payment terms, warranties, guarantees relating to such transactions, are agreed to solely between the seller of such merchandise and you.

WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH A THIRD PARTY, OR IN CONNECTION WITH THIS WEBSITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY OFFERINGS OR CONTENT AVAILABLE ON OR THROUGH THIS WEBSITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES. Hair and Makeup PROS does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the website, any hyperlinked website or service, or featured in any banner or other advertising. Hair and Makeup PROS will not be a party to and is not responsible in any way for monitoring any transaction between you and the independent contractor providing the services.

HAIR AND MAKEUP PROS ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DETERMINING THE SUITABILITY OF YOUR CHOICE OF AN ARTIST. You expressly waive and release Hair and Makeup PROS from any and all liability, claims, or damages arising from independent contractors you encounter through use of this website. Hair and Makeup PROS assumes no responsibility or liability for acts by independent contractors during the performance of services which cause personal injury, property damage, death, theft, defamation, disparagement, discrimination, breach or interference with a third-party contract, or misrepresentation. You acknowledge that Hair and Makeup PROS owes no duty of care to you and we assume no responsibility or liability for breach of such a duty by an independent contractor.

Hair and Makeup PROS exercises no control over the schedules or availability of independent contractors and shall not be liable to you for any losses or damages that may result from issues related to the schedule or availability of an independent contractor. Hair and Makeup PROS disclaims any and assumes no responsibility or liability for losses or damages resulting from disclosure of your personal or confidential information by an independent contractor. We assume no responsibility or liability for an independent contractor’s failure to maintain or obtain any licenses or permits, lack of training, experience, or business qualifications necessary to provide services. We assume no responsibility or liability for disputes between you and any independent contractor, including payment disputes, and disputes related to the method, details, and means that an independent contractor chooses to perform services.

**8. Termination of Use**

You agree that we may, at our sole discretion, terminate or suspend your access to all or part of the Website with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for barring your access to this Website, and reporting you to the proper authorities, if necessary.

Upon termination and regardless of the reason(s) motivating such termination, your right to use the offerings available on this Website will immediately cease. We shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

**9. Controlling Law; Venue**

These Terms and any action related to the access or use of the Website and/or Services will be governed by the laws of the State of Washington without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Website and/or Services will be brought solely in Clark County, Washington and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. If you are accepting these Terms on behalf of a United States federal government entity that is legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you but instead these Terms and any action related thereto will be will be governed by the laws of the State of Washington (excluding its choice of law provisions that would apply the laws of another jurisdictions).

**10. Miscellaneous Provisions**

**International Use**. Although this Website may be accessible worldwide, we make no representation that materials on this Website are appropriate or available for use in locations outside the United States. Those who choose to access this Website from other locations do so on their own initiative and at their own risk. If you choose to access this Website from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited to, the taxation of products purchased over the internet. Any offer for any product, Service, and/or information made in connection with this Website is void where prohibited.

**No Resale Right**. You agree not to sell, resell, reproduce, duplicate, distribute, copy or use for any commercial purposes any portion of this Website, or use of or access to this Website or Services provided through this Website.

**Notices**. All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at hairandmakeuppros2000@gmail.com, if by email, or to our address at Hair and Makeup PROS LLC, 4871 Z St., Washougal, WA 98671, if by conventional mail. You agree to allow us to submit notices to you either through the email address provided, or to the address we have on record. Any notices or communication under these Terms will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by U.S. mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email.

**Entire Agreement**. These Terms and our Privacy Policy are the entire and exclusive agreement between Hair and Makeup PROS and you regarding access to and use of the Website and/or Services, and these Terms supersede and replace any prior agreements between Hair and Makeup PROS and you regarding access to and use of the Website and/or Services. These Terms may not be modified orally. To access these Terms as an electronic record you will need the following hardware and software: an internet-connected device and a compatible version of a browser such as Internet Explorer, Safari, Chrome, or Firefox. We recommend that you download and store a copy of these Terms and our Privacy Policy.

**Force Majeure**. In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of offerings available through our Website arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

**Severability**. If for any reason a court of competent jurisdiction finds any provision of these Terms or portion to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.

**Waiver**. No waiver by us of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

**Amendment**. We may revise these Terms from time to time, and the most current version will always be at our Website. By continuing to access or use the Website and/or Services after those revisions become effective, you agree to be bound by the revised terms. We do not assume any obligation to notify you of changes to these Terms.

**Headings**. The headings used in these Terms are for convenience only and have no legal meaning or effect. Terms defined in the singular have the corresponding meanings in the plural, and vice versa.

**Readability**. Unless the context of these Terms clearly requires otherwise, words importing the masculine gender include the feminine and neutral genders and vice versa. The terms “include,” “includes” or “including” mean “including without limitation.” The words “hereof,” “hereto,” “hereby,” “herein,” “hereunder” and words of similar import, when used in these Terms, refer to these Terms as a whole and not to any particular section or article in which such words appear. The word “or” will not be construed as exclusive.

**Third Party Beneficiaries**. No other person or company will be third party beneficiaries to these Terms.