

Terms of Use

This page includes the Terms of Use that apply to all users of this platform and, below, the Independent Contractor Agreement that applies only to Specialists who use the platform to offer or advertise their services.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND THE PLATFORM.

In these Terms, the words "including" and "include" mean "including, but not limited to."

These Terms of Use (the "Terms" or "Agreement") govern your access to or use of the applications (each, an "Application" or "App"), websites (each, a "Site"), content, products, and services (the "Services," as more fully defined below) provided by our company for users (collectively, "users," "you," or "customers").

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede any prior agreements or arrangements between you and us. We may immediately terminate these Terms or deny access to the Services (or any portion thereof) at any time, for any reason.

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1. Services

Definition of the Services

The Services consist of the Site, mobile Applications, and any communications (including online chat, telephone, and other methods) that serve as a platform to enable users to arrange and schedule on-demand and in-home beauty and wellness services (the "Beauty Services") with third-party independent service providers (each, a "Specialist" or "Provider").

We act solely as an access and booking platform between you and these independent Specialists. We do not deliver Beauty Services nor determine the features of the services presented on our Site or App. Each Specialist is responsible for defining its own Beauty Services, pricing, and service features.

YOU ACKNOWLEDGE THAT OBTAINING BEAUTY SERVICES THROUGH THE PLATFORM DOES NOT ESTABLISH US AS A PROVIDER OF THOSE SERVICES. YOU FURTHER ACKNOWLEDGE THAT YOU MUST REQUEST THE SERVICES OF A LICENSED AND VERIFIED BEAUTY OR WELLNESS SPECIALIST TO COME TO YOUR HOME (OR DESIGNATED LOCATION).

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2. Eligibility

The Services are available solely for your personal, noncommercial use. By accessing or using the Services, you represent and warrant that you are at least 18 years of age (or the legal age of majority in your jurisdiction) and that you have the right, authority, and capacity to enter into this Agreement. If you are under 18, you may use the Services only if you are the parent or legal guardian of such minor and have provided consent on their behalf. The Site, App, and Services are currently available only to individuals legally residing in the United

States. If you reside outside the United States, the Services are not yet available to you.

Neither you nor any member of your household shall have been (i) the subject of any legal complaint, restraining order, or criminal action involving violence, abuse, neglect, fraud, or any offense endangering the safety of others; or (ii) registered as, or required to register as, a sex offender with any government entity.

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3. Relationship with Specialists

The purpose of the Site and App is to connect you with independent Specialists who travel to your designated location to provide Beauty or Wellness Services. Each Specialist sets his or her own rates and defines the Beauty or Wellness Services offered. When you select a Specialist and book an appointment (a "Booking"), you agree to pay the required fees at the time of Booking. During the Booking process, you will designate the location where the Specialist will perform the Beauty or Wellness Services.

You acknowledge and agree that we do not control the interaction between you and the Specialist. The relationship, including any agreements, disputes, or service details, is solely between you and the Specialist. We provide only a venue to connect users with Specialists. We do not guarantee the quality, timing, legality, or any other aspect of the Beauty or Wellness Services delivered by the Specialist and assume no responsibility for any information provided by Specialists on our Site, App, or elsewhere. You agree to hold us harmless from any claims arising from the acts, omissions, or services provided by any Specialist with whom you connect via the platform.

You further agree that you are solely responsible for your own actions and agree to interact with Specialists in a professional, ethical, and responsible manner. You shall indemnify, defend, and hold us harmless from any claims related to your acts or omissions in connection with your use of the Services.

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4. COVID-19 Safety Policy and Measures

Without limiting the obligations set forth above, you acknowledge that whether you are a customer or a service provider, you are responsible for taking appropriate health, safety, and hygiene measures to protect yourself and others from the spread of infectious diseases or any other unsafe or unsanitary conditions. You agree to follow any guidelines or protocols provided through our Safety Policy (which may be updated periodically). We cannot guarantee the absence of risk and are not responsible for any adverse outcomes resulting from noncompliance with applicable health guidance.

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5. Third-Party Services and Content

The Services may include or be accessed in connection with third-party services and content (including advertising) that we do not control. Different terms of use and privacy policies may apply when you use these

third-party services. We do not endorse or assume responsibility for any third-party products, services, or content. Your use of such third-party offerings is at your own risk. If you access the Services through a mobile device, please be aware that additional terms from the mobile provider's app store may apply.

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6. Ownership

The Site, App, and Services (excluding your User Content, as defined below) are the property of our company or its licensors. Your use of the Services does not grant you any rights in our intellectual property. You may not remove any copyright or proprietary notices from any part of the Services.

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7. Restrictions

You may not:

- Remove or alter any copyright or proprietary notices from the Services;
- Reproduce, modify, distribute, license, or otherwise commercially exploit the Services except as expressly permitted;
- Reverse engineer, decompile, or disassemble any portion of the Services, except as permitted by law;
- Use the Services to create a competing service;
- Scrape or data-mine the Services in a manner that unduly burdens our systems; or
- Attempt unauthorized access to any portion of the Services.

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8. COPPA Compliance

Our Services are intended for individuals aged 18 or over. We will not knowingly collect personal information from children under the age of 13. You must indicate your age during the registration process. Providing false age or parental consent may result in immediate termination of your account.

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9. User Account

To use most aspects of the Services, you must register for and maintain an active user account ("Account"). Registration requires you to submit certain personal information (such as your name, address, mobile phone number, and age) as well as a valid payment method supported by our platform (processed via Stripe). You agree to maintain accurate and up-to-date information in your Account. You are responsible for all activity under your Account and must keep your username and password secure. You may only hold one Account unless otherwise permitted by us.

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10. User Requirements and Conduct

- The Services are not available for use by persons under 18 years old (unless used by a parent or legal guardian on behalf of a minor).

- You may not authorize others to use your Account.
- You agree to comply with all applicable laws when accessing or using the Services.
- You must not cause nuisance, inconvenience, or damage to Specialists or any other party during the use of the Services.
- In certain cases, you may be required to provide proof of identity or verification, and failure to do so may result in denial of access.

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11. Communication and Notifications

By providing your phone number when registering an Account, you consent to receiving telephone calls or text messages (including automated messages) from us regarding your Account and the Services. You may opt out of non-essential communications at any time as described in our Privacy Policy.

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12. User-Provided Content

"User Content" means any content (including text, images, audio, or video) that you submit to or post on the Services. You retain ownership of your User Content; however, by submitting it, you grant us a nonexclusive, worldwide, royalty-free license to use, reproduce, modify, display, and distribute your content solely in connection with the Services. You represent that your User Content does not violate any third-party rights and is not unlawful or offensive. We may remove any User Content that violates these Terms or that we deem objectionable.

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13. Payment Terms

Payment Process.

When you book an in-home beauty or wellness service or order a product, you agree to pay the Specialist the applicable service fee listed on our platform. Payment must be made at the time of Booking, and Bookings are not final until payment is received (processed via Stripe). Except as provided below, all payments to the Specialist are nonrefundable unless the Specialist or we cancel your appointment. Additional fees (such as taxes, booking fees, or surcharges) may apply.

Cancellation & Refund Policy.

- If you cancel a Booking more than 24 hours before the scheduled appointment, you will receive a 100% refund.
- If you cancel between 24 hours and 2 hours before the appointment, you will be refunded 50% of the amount paid.
- If you cancel less than 2 hours before the appointment or fail to show up (after a 15-minute grace period), you will be charged the full amount.

Modification.

- Rescheduling requests received at least 2 hours prior to the appointment are free of charge.
- Rescheduling requests received within 2 hours prior to the appointment will incur a fee of 50% of the service price.

All cancellation and modification requests must be submitted to our Customer Care Service.

Promotional Codes.

From time to time, we may offer promotional codes ("Promo Codes") that can be redeemed for credits or other benefits, subject to additional terms. Promo Codes may only be used as specified and have no cash value. Unauthorized use of Promo Codes is prohibited.

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14. Reservation of Rights

We reserve the right to withhold, adjust, or revoke any credits, benefits, or features obtained through the use of Promo Codes if we determine, at our sole discretion, that such use was in error, fraudulent, or otherwise in violation of these Terms.

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15. Your Responsibilities as a Recipient of In-Home Services

When you book an appointment for in-home beauty or wellness services, you agree to:

- Provide a safe, clean, and reasonably comfortable workspace for the Specialist that includes access to necessary facilities (e.g., bathroom, electrical outlets, sink with running water).
- Ensure that any pets are confined to a separate area during the appointment.
- Make arrangements for childcare for children under the age of 13.
- Refrain from any conduct that could be offensive, intimidating, or unsafe during the appointment.

If a Specialist determines that your environment is unsafe or unsuitable, they reserve the right to terminate or refuse the service. You also agree to notify both the Specialist and us immediately if you notice that the Specialist is unfit to perform the service or if the service outcome is unsatisfactory.

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16. Representations by Service Recipients

If you request in-home Beauty Services in Florida, you represent that your request is made for purposes such as events (e.g., weddings, fashion shows), media production, or because you are unable to visit a licensed salon due to illness or other circumstances. Similar representations may apply for other states as applicable.

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17. Rights and Licenses

License to Use the Site and App.

We grant you a non-transferable, non-exclusive right to access and use the Site, App, and Services for your personal use, subject to these Terms.

Restrictions.

You agree not to:

- License, sell, rent, lease, transfer, or distribute any part of the Services.
- Modify, decompile, reverse engineer, or create derivative works from any portion of the Services.

- Use the Services to build a similar or competing service.
- Copy, reproduce, or publicly display any portion of the Services except as permitted herein.

Any updates or additional features to the Services will be subject to these Terms.

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18. General Provisions

Modification.

We reserve the right to modify, suspend, or discontinue any part of the Services at any time without notice. We will not be liable to you or any third party for any modifications, suspensions, or discontinuations.

No Support or Maintenance.

We are not obligated to provide support or maintenance for the Services beyond what is expressly provided.

Limitation of Liability.

In no event shall we or any Specialist be liable for any indirect, consequential, exemplary, incidental, special, or punitive damages arising from or related to these Terms or your use of the Services, even if advised of the possibility of such damages. Our total liability shall be limited to the greater of \$50 or the amount you have paid us in the prior 12 months.

Term and Termination.

This Agreement will remain in effect while you use the Services. We may suspend or terminate your access at any time, for any reason. Upon termination, your Account will be deactivated and your User Content may be deleted. Termination does not relieve you of any outstanding payment obligations.

Copyright Policy.

We respect intellectual property rights. If you believe that any User Content infringes your copyright, please notify us with the required information. (Note: Since we do not claim any trademarks, references to trademarks have been removed.)

Changes to the Agreement.

We may update these Terms from time to time. We will notify you by email or by posting notice on the Site. Continued use of the Services after such changes constitutes your acceptance of the new Terms.

Governing Law and Dispute Resolution.

This Agreement is governed by the laws of the State of Georgia, without regard to conflict of laws principles. Any disputes arising from these Terms will be resolved through binding arbitration in Fulton County, Georgia, except for matters that may be brought in small claims court. By agreeing to these Terms, you waive your right to participate in a class, collective, or representative action.

Entire Agreement.

These Terms constitute the entire agreement between you and us regarding your use of the Services and supersede any prior agreements. If any provision is held invalid, the remaining provisions shall remain in full force and effect.

Notices.

Any notices required under these Terms must be given in writing and will be deemed effective upon personal delivery or five (5) days after mailing via certified mail to the addresses provided in your Account or as published on our Site.

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Contact Information

For any questions regarding these Terms, please contact us at:

Email: info@thevisua.us

Address: 7901 4th St N Ste 300, St. Petersburg, FL 33702