

Terms and Conditions

Last Updated 11/25/2015

Welcome to SpaMe. The following Terms and Conditions apply to the use of our websites, application and other online services (a “Site” or collectively our “Sites”). Please read these Terms and Conditions before you decide to use or otherwise interact with the Sites.

The entire contents of the Sites are copyrighted by SpaMe.

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When we refer to “SpaMe,” “we,” “us,” or “our,” we mean The App Corporation DBA SpaMe, an S Corporation, or the subsidiary, or affiliate that operates the Sites, provides its content or services, or processes information received through it, each as appropriate and applicable.

When we refer to “you” or “your,” we mean the person accessing the Sites. If the person accessing the Site acts on behalf of, or for the purposes of, another person, including a business or other organization, “you” or “your” also means that other person, including a business organization.

User Access

By accessing, browsing or otherwise using (collectively, “using”) the Sites, you acknowledge that you, the individual user of this Site, have read, understood and agree to be legally bound by these Terms and Conditions, and to comply with all applicable laws and regulations, without limitation or qualification. By using the Site, you further acknowledge that you have the authority and do hereby legally bind the business entity, if any, to which you serve as an agent, independent contractor or employee thereof to the same Terms and Conditions, without limitation or qualification. These Terms and Conditions shall take effect immediately on your first use of the Site. If you do not agree to the Terms and Conditions, you are not authorized to access, browse or otherwise use the Site.

You must be 18 years of age or older to visit or use the Site, and, if you are under the age of 18 or the age of majority as defined in your jurisdiction, your use must be supervised by a parent or legal guardian. No content on the Site is intended for individuals under the age of 18.

We, at our sole discretion, reserve the right to alter or change these Terms and Conditions at any time. Any modifications will become effective when posted on a Site. By using a Site after any changes in these Terms and Conditions, you agree to be legally bound by the Terms and Conditions as amended. Therefore, you should frequently revisit this page to determine the present terms and conditions to which you are legally bound.

We may terminate your right to use a Site without cause at any time and effective immediately. In addition, we may terminate your right to use a Site or any of its Sites immediately and without notice for violation of any part of these Terms and Conditions. In the event of any such

termination, the restrictions on your use of the material on a Site shall survive such termination, and you agree to be bound by those terms.

Privacy Policy

Please review our Privacy Policy to understand our practices related to our collection and use of personal information via the Sites.

Reservation Services

You have the option of reviewing information and securing reservations for our third-party service provider partners. We are not affiliated in any way with our third party service providers. The reservation services provided through the Sites are made according to information available at the time of the reservation and are subject to cancellation and change at any time. We will make reasonable efforts to keep you advised as to any changes to your reservation but you agree that we are not responsible for any change that a third party service provider may make to your reservation or to the services that the third party service provider may make, including changes in price, availability, location, personnel, duration or the like. You agree to be notified via the email that you provide during registration for all notifications regarding your reservation(s).

We are committed to providing accurate information to our users to partnering with high-quality service providers. To assist us in providing our services, you must keep all appointments made through our Sites and cancel reservations at least thirty (30) minutes in advance of a scheduled appointment. Some locations or service providers may require you pay a deposit in advance of your appointment or require you to cancel further in advance of our visit. You agree to the terms of service of our third-party service providers.

If you repeatedly fail to honor your reservations, we reserve the right to discontinue providing services to you via the Sites or take any other reasonable action, including deactivating your account. Your account will be deactivated if you fail to honor five (5) reservations within a six (6) month period.

Legal Disclaimers

Not Professional Advice. We make the information and services available on the Sites to assist our users in finding spa and beauty treatment/service providers and in scheduling related treatment/services. We are not medical or beauty professionals and do not make any representations or warranties regarding the service providers or the services provided through reservations that may be made via the Sites. All information and material on the Sites is for reference only and should not be relied upon by you for any purpose. You should conduct your own research and consult with appropriate professionals before deciding to visit a service provider or before undertaking any treatments or services.

No Warranties. ALL INFORMATION AND MATERIALS PROVIDED ON THE SITES AS WELL AS LINKS TO THIRD-PARTY SITES ARE PROVIDED ON AN “AS IS,” “WHERE IS” AND “WHERE AVAILABLE” BASIS AND SUBJECT TO CHANGE WITHOUT NOTICE. WE DO NOT WARRANT THE INFORMATION OR MATERIALS PROVIDED HEREIN OR YOUR USE OF THE SITES, EITHER EXPRESSLY OR IMPLIEDLY, FOR ANY PARTICULAR PURPOSE AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT GUARANTEE THE ACCURACY, VALIDITY, TIMELINESS OR COMPLETENESS OF ANY INFORMATION OR DATA PROVIDED ON THE SITES. WE DO NOT WARRANT THAT FUNCTIONS CONTAINED ON THE SITES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT A SITE OR THE SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SITES.

Disclaimer of Liability. The user assumes all responsibility and risk for the use of the Sites and the Internet generally. Under no circumstances, including negligence, shall we or anyone else involved in creating or maintaining the Sites be liable for any DIRECT, INDIRECT, INCIDENTAL, SPECIAL or CONSEQUENTIAL DAMAGES, or LOST PROFITS that result from the use or inability to use the Sites and/or any other web sites which are linked to a Site. Nor shall we be liable for any such damages including, but not limited to, reliance by a member or visitor on any information obtained via the Sites; or that result from mistakes, omissions, interruptions, deletion of files, viruses, errors, defects, or any failure of performance, communications failure, theft, destruction or unauthorized access.

In states which do not allow some or all of the above limitations of liability, liability shall be limited to the greatest extent allowed by law.

Third Party Content. We are a DISTRIBUTOR (NOT PUBLISHER) of the content supplied by members, visitors and other third parties. Accordingly, we have no more editorial control over this content than does a public library. Any opinions, advice, statements, services, offers or other information or content made available by members, visitors and other third parties are those of the respective author(s) and we are not responsible for any material posted by third parties. We cannot and do not endorse it in any way, nor does it vouch for its accuracy or usefulness. Furthermore, we expressly disclaim any liability associated with material posted by third parties.

Disclaimer of Endorsement. Reference to any products, services, hypertext link to the third parties or other information by trade name, trademark, supplier or otherwise does not necessarily constitute or imply its endorsement, sponsorship or recommendation by us.

Intellectual Property and Other Restrictions

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subject to U.S. and international copyright and unfair competition laws. The information and content provided includes, but is not limited to, the text, graphics, image, video, audio, animation, software, their related files and their arrangement on the Site.

All trademarks, servicemarks, logos, model and brand names, emblems and protectable trade dress elements (collectively, "Marks"), whether explicitly marked or not, used on a Site are owned by SpaMe, its subsidiaries, affiliated organizations or joint partners, or used under license, and are subject to U.S. (federal and state) and international trademark and unfair competition laws.

You may not copy, reproduce, download, upload, post, broadcast, transmit, distribute, publish, republish, or otherwise use any information, content or Marks provided on the Sites in any form or by any means, or by any information storage or retrieval system for any commercial use without our express written permission. You may, however, copy, print or otherwise use the information, content or Marks provided on the Sites provided that the use is for your personal, educational or internal business use only and further provided that you: (1) maintain all copyright and other intellectual property notices together and intact with any information or content; (2) do not modify or otherwise alter any information or content; and (3) do not expressly or implicitly suggest an association with any services, product, brands or affiliates through the use of any information or content. Other use of any information, content or Marks, except as specifically permitted in these Terms and Conditions or in a written instrument signed by us is strictly prohibited.

Nothing contained in the Sites shall be construed as conferring by implication, estoppel, or otherwise, any license or right to any copyright, patent, trademark or other proprietary interest of SpaMe or any third party.

You are not permitted to create a hyperlink to any page or portion of the Sites or frame any page or portion of the Sites without our prior written permission.

Any use of the information, content or Marks provided on the Sites that does not comport with the Terms and Conditions shall be an unauthorized use and subject you to civil and criminal penalties as provided by applicable U.S. and international intellectual property laws.

Online Conduct. Members and visitors agree to use the Sites only for lawful purposes and are prohibited from posting on the Sites any unlawful, harmful, threatening, abusive, harassing, defamatory or obscene material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law.

Use of the Sites

General Use. The Sites are intended for use by individuals and organizations seeking to obtain information (including available times) regarding spa and beauty treatments and to make

reservations for spa and beauty treatments. Any other use of the Sites is strictly prohibited. You agree not use the Sites to post, submit or otherwise advertise or solicit business without our prior written consent.

Use by Individuals. As an individual, you agree to only use the Sites for your own personal, non-commercial use.

Use by Organizations. As an organization, your use of a Site may be subject to other contracts with us. In the case of conflict between these Terms and Conditions and any other contract that you may have with us, the terms of the contract shall prevail.

Interaction with the Sites. As a user of a Site, you may have the opportunity to post information or articles, make blog submissions, submit photos or videos, make comments, upload documents, submit feedback or otherwise contribute material to the Site (“User Contributions”). You agree to and hereby grant to us an irrevocable, perpetual, royalty-free, paid-up, unlimited, right and license, with the right to sublicense, throughout the world to make use of, including to reproduce, to prepare derivative works, to distribute copies, to store copies, to publicly display or perform, the User Contributions in whatever form we desire without limitation. We may alter, remove or delete any User Contribution, or portion thereof, at any time at our sole discretion.

You shall be solely responsible for all User Contributions. You agree, represent and warrant that for all User Contributions made available by you through the Site that:

- (a) all such User Contributions are accurate and truthful and are not misleading in any manner;
- (b) you own or have the necessary licenses, rights or permissions to use and to authorize us to use all such User Contributions, including all rights in patent, trademark, trade secret, copyright and other proprietary interests;
- (c) you have the written consent, release and/or permission of each every identifiable person included in all User Contributions to enable your use and to authorize us to use all User Contributions submitted by you without violating the rights of any third party;
- (d) you will not to share your username or password with any third party;
- (e) you will not to aggregate, copy or share any of the information on the Site with any third party unless permitted by these Terms and Conditions; and
- (f) you will not to use any data mining, robots or other data extraction gathering or extraction methods.

International Use. We make no representation that materials on the Sites are appropriate or available for use in locations outside the United States, and accessing them from territories

where their contents are illegal is prohibited. Those who choose to access a Site from other locations do so on their own initiative and are responsible for compliance with local laws.

Notice and Procedure for Making Claims of Copyright Infringement

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to the Site's Designated Agent: spa.me.help@gmail.com

ALL INQUIRIES NOT RELEVANT TO COPYRIGHT COMPLAINTS WILL RECEIVE NO RESPONSE.

Violation of the Terms

You understand and agree that in our sole discretion, and without prior notice, we may terminate your access to a Site, cancel your order or exercise any other remedy available and remove any unauthorized User Contribution, if we believe that the User Contribution you provided has violated or is inconsistent with these Terms and Conditions or violated the our rights, another user's rights, or the law. You agree that monetary damages may not provide a sufficient remedy to us for violations of these Terms and Conditions and you consent to injunctive or other equitable relief for such violations. We may release user information about you if required by law or subpoena, or if the information is necessary or appropriate to release to address an unlawful or harmful activity. We are not required to provide any refund to you if you are terminated as a user because you have violated these Terms and Conditions.

We are not responsible for the products, services, actions or failure to act of any third party referenced on a Site. Without limiting the foregoing, you may report the misconduct of users and/or third party advertisers, service and/or product providers referenced on or included in a Site. We may investigate the claim and take appropriate action, in our sole discretion.

Substantive Laws of the State of Illinois Apply

These Terms and Conditions are governed by the substantive laws of the State of Illinois, without respect to its conflict of laws principles. You agree to submit to the jurisdiction of the state and federal courts situated in the State of Illinois with respect to any dispute, disagreement, or cause of action related to or involving the Sites. If any provision is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided elsewhere in our Sites or in another written contract, these Terms and Conditions constitute the entire agreement with respect to your use of the Sites.

Information Subject to Change

Any information on the Sites may include technical inaccuracies or typographical errors. Furthermore, the information may change from time to time without any notice.

Passwords

Members are responsible for maintaining the confidentiality of their passwords and are liable for any harm caused by disclosing or allowing disclosure of any password.

Miscellaneous

You warrant to us that you will not attempt to gain unauthorized access to any services offered by the Site or computer systems or networks connected to any of our server(s) through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available to you by us. When using the Sites you agree not to pretend to be someone else or spoof their identity.

You agree to defend, indemnify, save us and hold us harmless, our subsidiaries, affiliated companies, joint partners, licensees and their respective directors, officers, employees and agents from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees as incurred, arising out of your use of the Sites including any violation or alleged violation of these Terms Use, and any losses or claims arising out of your use of any products or services you may have obtained on one of our Sites.

THESE LEGAL NOTICES ARE SUBJECT TO CHANGE WITHOUT NOTICE