

Terms of Service

Last Updated 11/25/2015

The following Terms of Service apply to the use of our websites, application and other online services (a "Site" or collectively our "Sites") by subscribing third-party health, spa and beauty service providers. Please read these Terms of Service before you decide to subscribe, use or otherwise interact with the Sites.

The entire contents of the Sites are copyrighted by SpaMe.

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Any rights not expressly granted herein are reserved.

When we refer to "SpaMe," "we," "us," or "our," we mean App Factory Corporation DBA SpaMe, an S Corporation.

When we refer to "you" or "your," we mean the person or entity subscribing to our services made available via the Sites.

These Terms of Service are between SpaMe and you regarding the advertising and reservation services described on the Order Form when you sign-up and apply to become a subscribing partner via one of our Sites (the "Services").

By subscribing to the Services, you acknowledge that you have read, understood and agree to be legally bound by these Terms of Service, and to comply with all applicable laws and regulations, without limitation or qualification. By subscribing to the Services, 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 these Terms of Service and to the general Terms and Conditions, without limitation or qualification.

This Agreement consists of: (a) these Terms of Service; (b) the Sites' general Terms and Conditions; and (c) the description of the Services and related pricing information included on a Site when you register and subscribe to our services (the "Order Form"). In the event of a conflict between these Terms of Service and the general Terms and Conditions, the general Terms and Conditions will prevail. In the event of a Conflict between the Order Form and these Terms of Service, the Order Form shall prevail.

You are required to register and apply for participation in our Services. We reserve the right to accept or deny any request to become a subscribing partner at our sole discretion. Once accepted, we reserve the right to terminate the Services and/or discontinue the availability of any information regarding your location or your services on our Site(s).

We agree to provide the Services subject to terms of this Agreement.

You agree to pay the subscription and reservation fees set forth on the Order Form. The subscription and reservation fees shall be payable on a monthly basis and shall be automatically deducted from the method of payment that you indicate when subscribing to our services, or paid

manually on our payment module. In the event that your method of payment does not permit us to obtain your payment for the Services, we reserve the right to immediately discontinue any or all of the Services.

Term

This Agreement shall become effective when you receive notice that we have accepted your application to become a subscribing partner and shall continue until terminated. We will notify you of such acceptance via email at the address that you provide in your application.

We may terminate this Agreement at any time, for any reason, by providing notice to you.

You may terminate this Agreement at any time by providing notice to us via the method describing in our communication to you regarding acceptance of your application on or before the 15th day of the month and such termination shall become effective at the end of such month in which notice is given. If notice of termination is provided after the 15th of a month, this Agreement shall continue until the end of the next month.

Cancellation/Refund Policy

You agree that you will be responsible for any fees in connection with your subscription unless you provide notice to us of your decision to terminate the Services as described above.

Reservation Policies

You agree to honor all reservations made through our Sites unless cancelled as described below. All reservations are between the users of our Sites and you. You agree that we are not responsible in any way for any reservations or other communications or transactions made between you and a user of our Site.

A user may cancel a reservation through our Sites if the cancellation is made at least thirty (30) minutes before the scheduled appointment. A user may contact your location directly to cancel a reservation. You agree to update the Sites if a user contacts you directly to cancel a reservation. If you do not update the Sites with such a cancellation, you agree that you will be responsible for any fees or other obligations related to a user's reservation.

You may indicate and apply a cancellation policy other than that described above. We will include your cancellation policy on our Sites. You agree to bound by your reservation policy.

Fees/Taxes

You will be responsible for all sales, use, or other state, local, federal or foreign taxes or governmental fees arising out of or in connection with this Agreement.

Intellectual Property

All information and content provided on a Site, whether explicitly marked or not, are the property of SpaMe, its subsidiaries, affiliated companies or joint partners, or others, and are 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 us with the exception of the Marks owned by our subscribing partners. You agree and hereby license to us the right to use, reproduce, display and publish your Marks and other content that you provide to us in order to provide the Services.

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. Other use of any information, content or Marks, except as specifically permitted in this Agreement 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 intellectual property.

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.

Privacy Policy

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

We may provide to you information related to the users that create reservations through our Sites. You agree that you will not use the information other than to contact the users regarding their reservations or the related services.

Legal Disclaimers

No Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS AND SUBJECT TO CHANGE WITHOUT NOTICE. WE MAKE NO OTHER WARRANTIES, EITHER EXPRESSLY OR IMPLIEDLY, THAT THE SERVICES OR RELATED MATERIALS AND INFORMATION IS SUITABLE FOR ANY PARTICULAR PURPOSE AND WE EXPRESSLY DISCLAIM 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. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO ANY SUBSCRIBER FOR ANY CHANGES WHICH WE MAY MAKE TO THE SERVICES, OR FOR (A) ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICE (OR ANY FEATURES WITHIN THE SERVICES); (B) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES; (C) YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT OR OTHER INFORMATION; (D) ANY LIABILITY RESULTING FROM YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL; OR (E) YOUR FAILURE TO ACCESS THE SERVICES DUE TO MALFUNCTION(S) IN EQUIPMENT, INFRASTRUCTURE, SYSTEM, OR THE NETWORK USED AT YOUR LOCATION. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND OWING HEREUNDER, IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, WARRANTY, INDEMNIFICATION OR OTHERWISE) EXCEED THE AMOUNT RECEIVED BY US FROM YOU DURING THE ONE YEAR PERIOD PRIOR TO THE EVENT GIVING RISE TO THIS CLAIM.

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.

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.

Indemnification

You agree to defend, indemnify, 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 or the Services including any violation or alleged

violation of this Agreement, any claims arising from a reservation or other transaction between you and a user.

Substantive Laws of the State of Illinois Apply

This Agreement 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 this Agreement, which shall remain in full force and effect. No waiver of any of this Agreement 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, this Agreement constitute the entire agreement with respect to your use of the Sites.

Miscellaneous

Unauthorized Actions. 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.

Force Majeure. We will not have any liability to you, and you will remain responsible for all moneys owed to us, if our performance of its obligations is delayed by the occurrence of: (a) fires, floods, earthquakes, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, sabotage, embargo, government action or order, blackouts, epidemic or quarantine, strikes/labor difficulties, or any other similar cause; or (b) any event or circumstance within the control of, or caused by information provided by, you or a third party (including Suppliers).

THESE LEGAL NOTICES ARE SUBJECT TO CHANGE WITHOUT NOTICE