

Consumer Terms of Use

Welcome to Fresha - an internet platform and mobile application for booking appointments. Fresha establishes a global marketplace for the Merchants and End Users to meet and schedule healths & beauty services.

The following Terms of Use govern and regulate your access to and use of a Consumer account with Fresha Marketplace. Fresha operates www.fresha.com website, Fresha mobile application, the mobile and touch versions of the Websites, and individual sites or merchant-specific, city-specific, or other area-specific sites we have now or in the future.

In order to use The Services (as defined below), you must agree to these Terms of Use. They contain many legal disclosures that you should read carefully, including terms of sale that apply when you buy something through Fresha Marketplace and other terms that specify permissible uses of Fresha Marketplace. By accessing the Fresha Marketplace or using The Services, you agree that you are authorized to accept the terms set forth below on behalf of yourself and agree to these Terms of Use, our Privacy Policy (incorporated here by reference) and any additional terms applicable.

If you do not agree to be subject to these Terms of Use, do not use Fresha Marketplace. By continuing to use The Services, you agree to be bound by this Agreement.

1. Definitions

Terms in the preamble have their assigned meanings and each of the following terms has the meaning assigned to it.

Agreement means the below stated Terms of Use which after approval by End User become a binding Agreement. Privacy Policy being integral parts of the Agreement that must also be approved so that the Agreement can come into force.

End User or **Consumer** means users of The Services other than Merchants; consumers whose intention is to book appointments.

Fresha Application means mobile application providing access to Fresha Marketplace.

Fresha.com DMCC is a legal entity which provides The Services to the Consumers, being a subsidiary of Surge Ventures Inc.

Fresha Payment Services refer to all credit or debit card processing services, including charging, refunding, reversing, and adjusting transactions as well as all payouts and disbursements provided by Fresha and its Payment Processors.

Fresha Marketplace means comprehensive marketplace owned by Surge Ventures Inc, available through Fresha Website and Fresha Application.

Fresha Website means internet website www.fresha.com providing access to Fresha Marketplace.

Merchant means service provider using The Services to promote and sell services and products to End Users.

Merchant Offering means the Merchant Services being delivered from Merchant at a specified date and time.

Order means End User scheduling an appointment, purchasing a voucher, purchasing a package of Services, or purchasing a membership entitling Consumer to Merchant Services or discounts on Merchant Services; Order can also mean a Merchant scheduling an appointment for a consumer for Merchant Services; and, for certain Merchants, taking payment for the Merchant Services through the Fresha Marketplace.

Platform refers collectively to Fresha Application, Fresha Website, Schedul Website, any links contained within or otherwise available through external hyperlinks within Fresha Application, Fresha Website, Schedul Website.

The Services mean services provided by Surge Ventures Inc to Consumers through Fresha Marketplace and to Merchants through Fresha Marketplace and Schedul.

Schedul means a solution for Merchants to manage their calendars, appointments and orders available through Schedul Website. Being an integral part of The Services for Merchants.

Schedul Website means internet website www.schedul.com or external hyperlinks, providing access to The Services.

Surge Ventures Inc or **Fresha** means the legal entity being sole owner of Fresha Website, Schedul Platform and Fresha Application, doing business as “Fresha”.

Surge Ventures means Surge Ventures Inc with it's all subsidiaries associates and branches.

2. The Services

The Services available on Fresha Marketplace allow Consumers to easily find and select providers of health and beauty services with just a few clicks or taps. We make booking appointments convenient for Consumers by providing offers of multiple businesses, pre-selecting Merchant Offerings by your location, price, or service type. What is more, for selected Merchants, we also allow Consumers to process payments without any hassle.

Fresha Marketplace is available for Consumers through both Fresha Website and Fresha Application.

Merchant Services that can be booked through Fresha Marketplace are the responsibility of the Merchant that provides them. Merchant Services are sold at a price that the Merchant determines, and at their discretion. Merchant Services are provided by various Merchants and not by Fresha. Fresha acts as an intermediary who connects both parties interested in the delivery of health and beauty services or products.

3. Availability of The Services

You acknowledge that there may be interruptions in the delivery of The Services that are beyond our control. While we use reasonable efforts to keep The Services accessible, The Services may be unavailable from time to time for

any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of our control, access to The Services may be interrupted, suspended or terminated.

Fresha retains the right at our sole discretion to deny service, or access to The Services to anyone or an account, at any time and for any reason.

4. Operation of The Services

We reserve complete and sole discretion with respect to the operation of The Services. We may, among other things:

- (a) delete email or private messages if it has not been accessed by an End User within the time established by our policies;
- (b) make available to third parties information relating to Fresha Marketplace and End Users (subject to our Privacy Policy);
- (c) withdraw, suspend or discontinue any functionality or feature of The Services; and
- (d) review uploaded files, forums, chats and User Submissions and authorize restrictions on access thereto.

5. Ownership

Your access to Fresha Marketplace is a part of The Services and not available for sale as a separate component. The content and information available on Fresha, as well as the infrastructure used by the Fresha Marketplace, and all materials therein or transferred thereby and all intellectual property rights related thereto, are the exclusive property of Surge Ventures Inc. Except as explicitly provided herein, nothing in these Terms of Use shall be deemed to create a license in or under any such intellectual property rights and you agree not to modify, adapt, edit, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or resell any information, software, products or services obtained from or through The Services.

6. Fresha Code of Conduct

All interactions with The Services must be lawful and must comply with these Terms of Use. To the extent your conduct (as judged by us in our sole discretion), restricts or inhibits any other user from using or enjoying any part of The Services, we may limit your privileges on The Services and seek other remedies. Please do not engage in the following activities, they are prohibited on Fresha Marketplace and constitute express violations of the Agreement:

- Submitting any inaccurate information, committing fraud or falsifying information in connection with your Fresha account;
- Attempting to, or actually accessing data not intended for you, such as logging into a server or an account which you are not authorized to access;

- Attempting to scan, or test the security or configuration of The Services or to breach security or authentication measures without proper authorization;
- Tampering or interfering with the proper functioning of any part, page or area of The Services and any and all functions and services provided by Fresha;
- Attempting to interfere with service to any user in any manner, including, without limitation, by means of submitting a virus to The Services, or attempts at overloading, "flooding", "spamming", "mail bombing" or "crashing" The Services;
- Disseminating or transmitting material that, to a reasonable person, may be considered abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious;
- Disseminating, storing or transmitting files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any third party;
- Using The Services or any of its contents to advertise or solicit, for any other commercial, political or religious purpose, or to compete, directly or indirectly with Fresha;
- Reselling or repurposing your access to The Services or any purchases made through The Services;
- Using The Services or any of its resources to solicit End Users, Merchants or other business partners of Fresha to become users or partners of other online or offline services directly or indirectly competitive or potentially competitive with Fresha, including without limitation, aggregating current or previously offered Merchant Offerings;
- Using any End User or Merchant information from The Services for any commercial purpose, including, but not limited to, marketing;
- Using any Fresha account to purchase vouchers for resale, or for speculative, false, fraudulent or any other purpose not expressly permitted by these Terms of Use and the terms of a specific offer on The Services;
- Accessing, monitoring or copying any content or information from Fresha Marketplace using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- Violating the restrictions in any robot exclusion headers or bypassing or circumventing other measures employed to prevent or limit access to The Services;
- Taking any action that places excessive demand on our services, or imposes, or may impose an unreasonable or disproportionately large load on our servers or other portion of our infrastructure (as determined in our sole discretion);
- Aggregating any live or post-feature content or other information from Fresha Marketplace (whether using links or other technical means or physical records associated with purchases made through The Services) with material from other sources or on a secondary Marketplace without our express written permission.
- Acting illegally or maliciously against the business interests or reputation of Fresha, our Merchants or our services;
- Hyperlinking to The Services from any other website without our initial and ongoing consent; or
- Engaging in any other activity deemed by us to be in conflict with the spirit or intent of these Terms of Use.

7. Fresha Account

7.1 Creating a Fresha Account

If you create an account for The Services, you may only create and hold one (1) account that you are solely responsible for managing. Your account is non-transferrable and may not be sold, combined or otherwise shared with any other Consumer or Merchant. If you violate any of these limitations, we may terminate your account and, without limitation, you may forfeit any pending, current or future promotional account credits and any unredeemed vouchers in your account. If we terminate your account, you may not re-enroll or join under a new account unless if we formally invite you to do so. If you commit fraud or falsify information in connection with your use of The Services or in connection with your Fresha account, your account will be terminated immediately and we reserve the right to hold you liable for any and all damages caused by your conduct, to pursue legal action through relevant local and national law enforcement authorities and to notify your Internet Service Provider of any fraudulent activity we associate with you or your use of The Services.

7.2 Account Communications

By creating an End User account, you expressly consent and agree to accept and receive communications from us, including via e-mail, text message, calls, and push notifications to the cellular telephone number you provided to us. By consenting to being contacted by Fresha, you understand and agree that you may receive automated SMS or MMS messages or communications generated by automatic telephone dialing systems and/or communications containing prerecorded messages sent by or on behalf of Fresha, or its Merchants, including but not limited to: appointment confirmations or notifications, communications concerning your End User account or use of Fresha Marketplace or The Services, updates concerning new and existing features, communications concerning promotions run by us or our Merchants, and news concerning Fresha and industry developments. IF YOU WISH TO OPT-OUT OF EMAIL, TEXT, OR OTHER COMMUNICATIONS, PLEASE CONTACT US DIRECTLY AT info@shedul.com. However, you acknowledge that opting out of Texts may lead to missed Appointment Notifications or other important notifications or updates, and in general impact your use of the Fresha Marketplace as an End User.

Standard messaging charges applied by your cell phone carrier will apply to the messages we send. You acknowledge that you are not required to consent to receive promotional messages as a condition of using Fresha.

8. Information on Fresha

We do not control the information provided by End Users and Merchants. You may find other End Users' and Merchants' information to be inaccurate, harmful or offensive. By using The Services you assume all of the risks associated with the use of The Services and you agree to accept such risks and agree that Surge Ventures is not responsible for the acts or omissions of any End User or Merchant. Notwithstanding the foregoing, we reserve the right to edit or remove any content placed on Fresha Marketplace. Fresha does not currently conduct criminal background checks or screenings of its End Users or Merchants, nor inquire into the backgrounds of its End Users or Merchants or attempt to verify the information provided by End Users or Merchants. Fresha makes no representations or warranties as to the conduct of the End Users or Merchants.

Because we do not control the security of the Internet or other networks you use to access The Services or communicate with us, we are not responsible for the security of information that you choose to communicate with Fresha and The Services while it is being transmitted. In addition, Fresha is not responsible for any data lost during transmission.

9. Terms of Sale for Orders

9.1 General. By scheduling a booking, End User agrees to the terms of sale for the Order. The terms include, but are not limited to, the date, price, discount, and all other conditions set by the Merchants. Definition of Terms of Sale for Orders is solely the responsibility of the Merchant. In the event of a conflict between this Agreement and the Terms of Sale for Order, the Booking's fine print will control. If you have issues with obtaining a refund pursuant to these Terms of Sale, please contact us by email at info@shedul.com.

9.2 Credit Card Charges. When payment for the Merchant's Service is accepted through Fresha Marketplace, Fresha will charge the End User's credit card for the cost of services purchased through Fresha Marketplace after the appointment checkout. Fresha may also put a hold on the user's credit card for the purchase value at the time the appointment is booked through Fresha Marketplace to ensure that payment can be taken at the appropriate time.

9.3 Orders

(a) Orders you pay for through Fresha Marketplace as a Fresha Account holder relate to certain Services provided by the Merchant stated in the Order. Orders are not redeemable for cash, unless required by law. Unauthorized reproduction, resale, modification or trade of Orders is prohibited. Some Orders are for appointments set at a certain date and time, known as the "Appointment Time"

(b) Fresha is a service provider for the Merchant and the Merchant is the sole issuer of the Order. At times, you may buy a discounted Order ("Discounted Order(s)") during times specified by a Merchant for a specific Appointment Time or you may purchase full priced Order for products or services at non-discounted times. Discounted Orders can only be used on, and will expire on, the expiration of the specified Appointment Time. You understand and agree that Discounted Orders are not redeemed by their specific Appointment Time for any reason are forfeited and no refund of such Discounted Order will be issued. You must contact the Merchant directly with any questions regarding the expiration of a Discounted Order. Full-priced Orders expire on the date as stated in the confirmation of the Order.

9.4 Bundles and Packages. Merchants may make bundles or packages available in which End Users can purchase multiple services or sessions in a single transaction. All sessions of the Service must be booked through Fresha Marketplace. Merchants may set an expiration date for any bundle or package, and any unused package value is lost as of the expiration date.

9.5 Vouchers. Merchants may use The Services to issue and sell vouchers. Merchants are required to accept issued vouchers and exchange them into service, unless the vouchers are set for a limited period of time and expire. Merchant vouchers are usually non-refundable, subject to Merchant terms and conditions.

9.6 Cancellation, No Show and Refund Policy

Merchants set their own cancellation policies, and Fresha must enforce them. The cancellation policies define at what circumstances the Merchants allow free cancellations and what is the fee (expressed as a percentage of Order value)

for cancellation made when free cancellation is no more applicable. It is therefore very important to understand a Merchant's cancellation policy prior to placing an Order and prior to attempting to cancel an appointment.

To cancel the Order, End Users must use the appointment cancellation feature on Fresha prior to appointment time.

You understand and agree that in case of canceling the Appointment Time after the cancellation period or not showing up for appointment time, You may be charged with full or partial value of the Order for the Merchant goods or services to be received - subject to Merchant policy.

A full refund may be issued to End Users upon three events: (a) if appointment was cancelled before the deadline set by the Merchant, (b) if the Merchant cancels the appointment; or (c) if the Merchant refuses to honor any Order at the agreed date and time. For each valid refund request, the Merchant is required to process the refund with no delay.

9.7 Limitation of Liability

(a) Merchant's Liability. You understand and agree that the Merchant listed as the provider of the products or service specified in the Order is (a) solely responsible for redeeming the Order; (b) fully responsible for all products and services it provides to you, and (c) liable for all damages or losses arising out of the goods or services provided.

(b) Fresha's Liability. You further acknowledge and agree that Fresha is not responsible for (a) any price adjustments made by a Merchant related to an Order, or an appointment time or a Merchant product or service, and (b) any claims for injuries, illnesses, damages, liabilities and costs ("Liabilities") that you may suffer, directly or indirectly, in full or in part, whether related to an Order or any Services.

(c) General Limitation of Liability. To the fullest extent permitted by law, you agree to and hereby waive and release Fresha and its parent company, subsidiaries, affiliates partners, officers, directors, staff members, stockholders and agents from any liabilities arising from or related to (a) any act or omission of a Merchant in connection with an Order or the Services, including a Merchant's failure to comply with applicable law and/or failure to abide by the terms of an Order, and/or (b) any Service, any action or inaction by a Merchant and/or (c) any indirect, special, punitive, consequential, (including, lost profits or lost data collected through the Services), or incidental damages, whether based on a claim or action of contract, warranty, negligence, strict liability, or other tort, breach of any statutory duty, indemnity or contribution, or otherwise, even if Fresha has been advised of the possibility of such damages. In no event will Fresha's liability arising out of or related to this Agreement exceed the amounts paid by you for the Order or five hundred dollars, whichever is less.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FRESHA ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL

CONDUCT OF ANY THIRD PARTY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. Fresha Payment Services

You understand that use of The Services may result in charges to you for the services or goods you receive from a Merchant. After you have received services or products obtained through your use of The Services and you have selected Fresha Payment Services as a payment method, Fresha will automatically facilitate your payment of the applicable charges on behalf of the Merchant. Payment of the charges in such manner shall be considered the same as payment made directly by you to the Merchant. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by the Merchant.

All charges are due immediately and payment will be facilitated as soon as practicable by Fresha using the preferred payment method designated in your Account. At the end of the settlement period, Fresha will send you an invoice by email.

This payment is intended to fully compensate the Merchant for the services or products provided. You may voluntarily decide to increase your charge with a tip but only with your consent, unless differently required by local law.

11. Intellectual Property

11.1 Ownership

(a) Everything located on or in Fresha Marketplace is the exclusive property of Fresha or is being used with permission. Any copying, distributing, transmitting, posting, linking, deep linking, or otherwise modifying of Fresha Marketplace without the express written permission of Fresha is prohibited. Any violation of this requirement may result in a copyright, trademark or other intellectual property right infringement that may subject you to civil and/or criminal penalties.

(b) Fresha Marketplace contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of Fresha Marketplace are protected by copyright as a collective work under the copyright laws. Fresha owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part. You may download, print, and/or save copyrighted material for your personal use only. Except as otherwise expressly stated under copyright law, no copying, redistribution, retransmission, publication

or commercial exploitation of downloaded material without the express written permission of Fresha or the copyright owner is permitted. If copying, redistribution or publication of copyrighted material is permitted, you will make independent attribution and/or agree to make no changes in or deletion of any author attribution, trademark legend or copyright notice. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material from Fresha Marketplace.

(c) Fresha is a trademark owned by Surge Ventures, Inc. This trademark, together with other trademarks that are located within or on Fresha Marketplace otherwise owned or operated in conjunction with Fresha shall not be deemed to be in the public domain but rather the exclusive property of Fresha, unless such mark or marketplace is under license from the trademark owner thereof, in which case such license is for the exclusive benefit and use of Fresha unless otherwise stated.

(d) You will not upload, post or otherwise make available on Fresha Marketplace any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right. Fresha does not have any express burden or responsibility to provide you with indications, markings or anything else that may aid you in determining whether the material in question is copyrighted or trademarked. You will be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from such a submission. By submitting material to any public area of Fresha Marketplace, you warrant that the owner of such material has expressly granted Fresha the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. You also permit any other end user to access, view, store or reproduce the material for that End User's personal use. You also grant Fresha the right to edit, copy, publish and distribute any material that you make available on Fresha Marketplace.

11.2 Copyright Policy. Fresha reserves the right to terminate its agreement with you or any other End User who infringes third-party copyrights. If you believe that any material has been posted via Fresha Marketplace in a way that constitutes copyright infringement, you shall provide Fresha with the following information:

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work;
- (b) an identification of the copyrighted work and the location on Fresha Marketplace of the allegedly infringing work;
- (c) a written statement that you have a good faith belief that the disputed use is not authorized by the owner, its agent, or the law;
- (d) your name and contact information, including telephone number and e-mail address; and (e) a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

(e) Contact information for notice of claims of copyright infringement is: info@shedul.com. IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Fresha and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Fresha's rights and obligations, but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations.

Fresha has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Fresha may also at its sole discretion limit access to The Services and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

12. Disclaimer of Warranty

12.1 You expressly agree that use of Fresha Marketplace is at your own risk. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Without limiting the foregoing, neither Fresha, its subsidiaries, affiliates or any of their respective staff members, agents, Merchants, third-party content providers or licensors, or any of their officers, directors, staff members or agents, warrant that use of Fresha Marketplace will be uninterrupted or error free; nor do they make any warranty as to (a) the results that may be obtained from use of this Marketplace, or (b) the accuracy, reliability or content of any information, service, or Orders provided through this Marketplace. Fresha Marketplace is made accessible on an "as is" and "as available" basis. Fresha hereby disclaims any representations, warranties and conditions, whether express or implied, including those to title noninfringement, merchantability, and fitness for a particular purpose.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. FRESHA DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND FRESHA WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

12.2 The information presented or contained in Fresha Marketplace or provided through The Services is presented for informational purposes only. No information, whether oral or written, obtained by an End User from a Merchant, a Merchant from an End User, or from The Services will create any warranty not expressly stated in this agreement.

12.3 Each End User hereby agrees and understands that:

(a) Fresha does not sell, exchange, buy, or offer for sale, negotiate or attempt to negotiate, a sale or exchange of any interest in any Order;

(b) Information about an Order is provided directly by the Merchant and not by Fresha and Fresha does not engage in reviewing information contained within an Order in any manner;

(c) The decision to make an Order is entirely in the End User's discretion and Fresha does not induce or attempt to induce any end user to make an Order;

(d) The prices listed by any Merchant for an Order may often exclude sales tax or gratuity which may be added to the final sale price at the time the Order is finalized; and

(e) Fresha does not guarantee any price, Service, or product offered by a Merchant.

12.4 The Services are provided to Consumers by Fresha.com DMCC, a company registered in Dubai, United Arab Emirates, being a subsidiary of Surge Ventures Inc. Fresha makes no representations that The Services are appropriate or available for use in other locations. Those who access or use The Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

13. End User Communication

Fresha in some instances allows you and other End Users to use Fresha Marketplace to express opinions and communicate through forums, bulletin boards, discussion groups, chat rooms, reviews, or other communication facilities that may be offered on or through Fresha Marketplace from time to time (collectively "Communities"). Fresha shall have the right, but not the obligation, to monitor the content within the Communities at any time, for any reason, including to determine compliance with this Agreement and any operating rules established by Fresha, as well as to satisfy any applicable law, regulation or authorized government request. Without limiting the foregoing, Fresha shall have the right, but not the obligation, to remove any material from the Communities that Fresha, in its sole discretion, finds to be in violation of this Agreement or otherwise objectionable. Any opinions, advice, ratings, discussions, comments, and/or other messages or postings of any kind made by you or any other End User to the Communities (collectively, "Statements"), are those of the respective author(s) or distributor(s) and not of Fresha.

14. Websites of Others

The Services may contain links to websites maintained by third parties. These links are provided solely as a convenience to you and not because we endorse or have an opinion about the contents on such websites. We expressly disclaim any representations regarding the content or accuracy of materials on such websites or the privacy practices of those websites. Fresha also takes no responsibility nor liability for the content presented on those websites. If you decide to access websites maintained by other parties, you do so at your own risk and you understand that this Agreement and Fresha Privacy Policy do not apply to your use of such websites or links.

15. Public Nature of Your Statements

You understand and agree that all Statements, any comments or reviews you post on Fresha Marketplace, and any information contained in a Consumer's information profile are public and not private. Any other person (whether or not a user of The Services) may read your Statements without your knowledge. Please do not include any Personal Information (as defined in our Privacy Policy or otherwise) in your Statements. Fresha does not control or endorse any Statement found in any part of the Communities, and we specifically disclaim any liability concerning the Statements and the Communities and any actions resulting from your participation in any part of the Communities, including any objectionable content. Any Statements you post to in connection with The Services are not confidential.

By placing any information or other material in Communities (including but not limited to posting messages, uploading files, inputting data or engaging in any other form of communication), you automatically grant (or warrant that the owner of such content has expressly granted) to Fresha a perpetual, royalty-free, non-exclusive, irrevocable, unrestricted, worldwide license to use, copy, sublicense, reproduce, distribute, redistribute, modify, adapt, publish, edit, translate, transmit, create derivative works of, publish and/or broadcast, publicly perform or display any materials or other information (including without limitation, ideas contained therein for new or improved products or services) you submit to the Communities alone or as part of other works in any form, media, or technology whether by any means and in any media now known or hereafter developed and to sublicense such rights through multiple tiers of sublicenses.

16. Feedback

You may choose to or we may invite you to submit comments or ideas about The Services, including without limitation about how to improve The Services or other products ("Idea(s)"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Fresha under any fiduciary or other obligation to you, and that we are free to use or publish the Idea without any compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by reviewing or accepting your submission, Fresha does not waive any rights to use similar or related ideas previously known to Fresha, or developed by its staff members, or obtained from sources other than you.

17. License for Statements

By posting Statements or other information on or through the Communities or in connection with The Services, you grant Fresha a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display the Statements alone or as part of other works in any form, media, or technology whether now known or hereafter developed without territorial or time limitations, and to sublicense such rights through multiple tiers of sublicensees. Your license of any Statements or information submitted above extends to use for promotions, advertising, market research or any other lawful purpose, without limitation.

18. Indemnity

You agree to defend, indemnify and hold harmless Fresha and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their staff members, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising out of or related to:

- (i) your use of and access to The Services, including any data or content transmitted or received by you;
- (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above, or representation or warranty;

(iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights;

(iv) your violation of any applicable law, rule or regulation;

(v) User Content or any other information or content that is submitted via your account including without limitation misleading, false or inaccurate information;

(vi) negligent or willful misconduct; or

(vii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

19. Termination

Fresha may terminate or update these Terms of Use at any time, or suspend access to The Services immediately, without prior notice or liability, if you breach any terms of these Terms of Use or for any other reason. Without limiting the foregoing, Fresha shall have the right to immediately terminate or suspend any of your passwords or accounts in the event Fresha considers, in its sole discretion, any of your conduct to be unacceptable, or in the event you breach this Agreement. Notwithstanding the above, these Terms of Use will survive termination of this Agreement.

20. Choice of Law

Any disputes arising out of or related to these Terms of Use and/or any use by you of Fresha Marketplace or The Services shall be governed by the laws of United Arab Emirates, without regard to its choice of law rules and without regard to conflicts of laws principles.

21. Additional Disclosures

No waiver by either you or Fresha of any breach or default or failure to exercise any right allowed under this Agreement is a waiver of any preceding or subsequent breach or default or a waiver or forfeiture of any similar or future rights under our Agreement. The section headings used herein are for convenience only and shall be of no legal force or effect.

The provisions of these Terms of Use apply equally to and are for the benefit of Fresha, its subsidiaries, affiliates, Merchants and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

22. Miscellaneous

Reservation of Rights. The failure of either party to exercise in any respect any right provided in these Terms of Use will not be deemed a waiver of such rights.

Severability. If any provision of this Agreement are found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

Assignability. These Terms of Use, and any rights and licenses granted hereunder, are not assignable, transferable or sublicensable by you except with Fresha's prior written consent, but may be assigned by Fresha without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

Merger. Both parties agree that these Terms of Use, along with Fresha Privacy Policy and any other legal notices published by Fresha on Fresha Marketplace, are the complete and exclusive statements of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter hereof, and that all modifications must be in a writing signed by Fresha, except as otherwise provided herein.

Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Fresha in any respect whatsoever.

Causes of Action. Any cause of action or claim you may have with respect to Fresha must be commenced within one (1) year after the claim or cause of action arises. If any action in law or in equity is necessary to enforce the terms of this Agreement, and Fresha Privacy Policy, the prevailing party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

BY ACCESSING THE SERVICES, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOU WILL ABIDE BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS, IMMEDIATELY STOP ACCESSING THE SERVICES AND DO NOT USE ANY THE SERVICES OFFERED THROUGH FRESHA WEBSITE OR FRESHA APPLICATION.