

TERMS AND CONDITIONS

Last Updated: January 2017

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

AGREEMENT BETWEEN USER AND SPAFOO

These Terms and Conditions ("**Terms**") govern the access or use by you, an individual ("**you**" and when used in the possessive form herein "**your**"), of applications, websites, content, products, and services (the "**Services**") made available by SpaFoo, LLC ("**SpaFoo**"). In these Terms, the words "including" and "include" mean "including, but not limited to."

The Services are offered to you conditioned on your acceptance without modification of these Terms. Your use of the Services, whether or not you become a registered user of the Services, constitutes your agreement to be bound by these Terms. If you do not agree to these Terms, you have no right to obtain information from or otherwise access or use the Services. Failure to use the Services in accordance with these Terms may subject you to civil and criminal penalties. These Terms expressly supersede prior agreements or arrangements with you. SpaFoo may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

THE SERVICES CONSIST OF A TECHNOLOGY PLATFORM THAT ENABLES USERS OF SPAFOO'S MOBILE APPLICATIONS OR WEBSITE, LOCATED AT WWW.SPAFOO.COM, (EACH AN "**APPLICATION**" AND TOGETHER THE "**APPLICATIONS**") TO LEARN ABOUT AND SCHEDULE BEAUTY, WELLNESS AND/OR STYLING SERVICES ("**SPA SERVICES**") WITH THIRD PARTY PROVIDERS OF SUCH SERVICES ("**THIRD PARTY PROVIDERS**"). YOU ACKNOWLEDGE THAT SPAFOO DOES NOT PROVIDE ANY SPA SERVICES OR ANY OTHER BEAUTY, WELLNESS AND/OR STYLING SERVICES NOR DOES SPAFOO OPERATE OR FUNCTION AS A SPA OR SALON. YOU UNDERSTAND AND AGREE THAT SPAFOO IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN YOU AND THIRD PARTY PROVIDERS IN ANY CIRCUMSTANCE. EACH THIRD PARTY PROVIDER HAS THE SOLE AND ULTIMATE RESPONSIBILITY TO COMPLY WITH ALL LAWS, REGULATIONS AND OTHER OBLIGATIONS REGARDING THE PERFORMANCE OF ANY SPA SERVICES. SPAFOO HAS NO CONTROL OVER THE QUALITY OF THE SPA SERVICES OR THE CONDUCT OF ANY THIRD PARTY PROVIDERS AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU HAVE THE SOLE AND ULTIMATE RESPONSIBILITY TO COMPLY WITH ALL LAWS, REGULATIONS OR ANY OTHER DUTY RELATING TO THE SPA SERVICES. PARTICIPATING IN SPA SERVICES AS A RESULT, DIRECTLY OR INDIRECTLY, FROM USING THE SERVICES, IS ENTIRELY AT YOUR OWN RISK.

MODIFICATION OF THESE TERMS

SpaFoo reserves the right, at its sole discretion, to modify the Services or to modify these Terms, including the Charges (defined below), at any time and without prior notice. If SpaFoo modifies these Terms, it will post the modification at this location or via the Applications or applicable Services. SpaFoo will also update the "Last Updated Date" at the top of these Terms. Such amended Terms will be effective on the date posted. Your continued access to or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended. If the modified Terms are not acceptable to you, your only recourse is to cease using the Services.

YOUR USE OF THE SERVICES

Eligibility

The Services are intended solely for use by persons who are at least 18 years of age. By accessing or using the Services, you represent and warrant that you are 18 years old, or older.

User Accounts

In order to use most aspects of the Services, you must register for and maintain an active personal user account ("**Account**"). Account registration requires you to submit to SpaFoo certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. If you fail to maintain accurate, complete, and up-to-date Account information (including in the event that your payment method on file is invalid or has expired) you may be unable to access and use the Services or SpaFoo may terminate these Terms with respect to you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by SpaFoo in writing, you may only possess one Account. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you will be denied access to and use of the Services if you refuse to provide such proof.

No Transfer or Assignment

You may not assign or otherwise transfer your Account, or these Terms, any other rights or interests you may have in the Services to any other person or entity, whether by operation of law or otherwise, without SpaFoo's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. SpaFoo may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

No Unlawful or Prohibited Use

In connection with your use of the Services, you agree to comply with all applicable laws and to only use the Services for lawful purposes. As a condition of your use of the Services, you warrant that you will not use the Services: (a) for any purpose that is unlawful or prohibited by these Terms; (b) in any manner to cause nuisance, annoyance, inconvenience, or property damage, whether to any Third Party Provider or to any other party; (c) in any manner that could damage, disable, overburden, or impair the Applications or other Services or that could interfere with any other party's use and enjoyment of the Applications or other Services; or (d) to obtain or

attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services.

You acknowledge and agree that, when using the Services, you may not and will not:

- violate any local, state, national, or other law or regulation, or any order of a court, or any other applicable laws or regulations;
- register for more than one (1) Account or register for an Account on behalf of an individual other than yourself;
- use the Applications or other Services to find a Third Party Provider and then complete a booking of any beauty, wellness and/or styling service other than via the Services, in order to circumvent the obligation to pay any Charges payable to SpaFoo for facilitating such booking, or for any other reasons;
- use the Applications or other Services for non-personal or commercial purposes without SpaFoo's express prior written consent;
- recruit or otherwise solicit any Third Party Provider to join third party services or websites that are competitive to SpaFoo, without SpaFoos's prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- defame, abuse, harass, stalk, or threaten, others, including any other user of the Applications or other Services;
- publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- use the Applications or other Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that you access via the Services;
- contact a Third Party Provider for any purpose other than asking a question reasonably necessary to complete booking of any beauty, wellness and/or styling service via the Services;
- collect or store any personally identifiable information about any other user of the Applications or other Services, including any Third Party Provider, other than as necessary to complete booking of any beauty, wellness and/or styling service with a Third Party Provider;
- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- interfere with or damage the Applications or other Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-

of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;

- use the Applications or other Services in connection with the distribution of unsolicited commercial email ("spam") or advertisements;
- take any action that imposes, or may impose, in its sole discretion, an unreasonable or disproportionately large load on SpaFoo's platform infrastructure;
- use automated scripts to collect information from or otherwise interact with the Applications or other Services;
- post, upload, publish, submit or transmit any content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- harvest or otherwise collect information about others, including e-mail addresses, without their consent;
- systematically retrieve data or other content from the Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, spiders, or otherwise;
- use, display, mirror or frame the Services, or any individual element within the Applications, SpaFoo's name, any SpaFoo trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without SpaFoo's express written consent;
- access, tamper with, or use non-public areas of the Services, SpaFoo's computer systems, or the technical delivery systems of SpaFoo's providers;
- attempt to probe, scan, or test the vulnerability of any SpaFoo system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure that has been implemented to protect the Services, whether by SpaFoo or any of SpaFoo's providers or any other third party (including another user);
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;

- copy, store or otherwise access any information contained on the Services for purposes not expressly permitted by these Terms; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

SpaFoo will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. SpaFoo may access, preserve and disclose any of your information if it is required to do so by law, or if it believes in good faith that it is reasonably necessary to (i) respond to claims asserted against SpaFoo or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or administer its agreements with users, such as these Terms, (iii) for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes, or (iv) protect the rights, property or safety of SpaFoo, its users, or members of the public. You acknowledge that SpaFoo has no obligation to monitor your access to or use of the Services or to review or edit any User Content (defined below), but has the right to do so for the purpose of operating and improving the Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

[Note to Draft: If the Applications will include a Text Messaging feature we may want to include the following]

Text Messaging

By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from SpaFoo at any time by texting the word STOP to [•] from the mobile device receiving the messages. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and any updates thereto. SpaFoo does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

If you access the Services using any Application developed for [Apple iOS, Android, Microsoft Windows, or Blackberry]-powered mobile devices, then [Apple, Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited], as applicable, will be a third-party beneficiary to this contract. These third-party beneficiaries are not parties to these Terms and are not responsible for the performance or support of the Services in any manner. Your access to the Services using these devices is subject to the terms set forth in the applicable third-party beneficiary's terms of service.

Relationship of the Parties

No joint venture, partnership, employment, or agency relationship exists between you and SpaFoo as a result of these Terms or in connection with your access to or use of the Services.

INTELLECTUAL PROPERTY

License

Subject to your compliance with these Terms, SpaFoo grants to you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by SpaFoo and SpaFoo's licensors.

Restrictions

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by SpaFoo; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Links To Third Party Sites

The Services may contain links to third-party websites or resources. You acknowledge and agree that SpaFoo is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not constitute or imply any endorsement by SpaFoo of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources, or the products or services on or available from such websites or resources.

Some portions of the SpaFoo platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to Google's terms of use (http://www.google.com/intl/en_us/help/terms_maps.html).

Ownership

The Services and all rights therein are protected by copyright, trademark, and other laws of the United States. You acknowledge and agree that the Services, including all associated intellectual property rights are the exclusive property of SpaFoo and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner SpaFoo's company names, logos, product and service names, trademarks or services marks or those of SpaFoo's licensors.

Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of SpaFoo used herein are trademarks or registered trademarks of SpaFoo.

User Provided Content

SpaFoo may, in SpaFoo's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to SpaFoo through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, and initiation of support requests ("**User Content**"). Any User Content provided by you remains your property. However, by providing User Content to SpaFoo, you grant SpaFoo a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and SpaFoo's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant SpaFoo the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor SpaFoo's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree that you will not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by SpaFoo in its sole discretion, whether or not such material may be protected by law. SpaFoo may, but shall not be obligated to, review, monitor, or remove User Content, at SpaFoo's sole discretion and at any time and for any reason, without notice to you.

FINANCIAL TERMS

You understand that use of the Services may result in charges to you for the Spa Services that you receive from a Third Party Provider ("**Charges**"). After you have received Spa Services via your use of the Services, SpaFoo will act as the Third Party Provider's limited payment collection agent to facilitate your payment of the applicable Charges to such Third Party Provider. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable sales or other taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by SpaFoo.

All Charges are due immediately and payment will be facilitated by SpaFoo using the preferred payment method designated in your Account. [After processing of any Charges, SpaFoo will send you a receipt by email.] If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that SpaFoo may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

As between you and SpaFoo, SpaFoo reserves the right to establish, remove and/or revise Charges for any or all Spa Services obtained via the Services at any time in SpaFoo's sole discretion. You may elect to cancel your request for Spa Services from a Third Party Provider any time before 12 hours prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.

This payment structure is intended to fully compensate the Third Party Provider for the Spa Services provided. SpaFoo does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by SpaFoo (in the Applications or in SpaFoo's marketing materials) to the effect that tipping is "voluntary" and/or "not required" is not intended to suggest that SpaFoo provides any additional amounts, beyond those described above, to any Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with Spa Services obtained via the Services, you are under no obligation to do so. Gratuities are voluntary. After you have received Spa Services obtained via the Services, you will have the opportunity to rate your Spa Service and leave additional feedback about your Third Party Provider.

DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." SPAFOO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, SPAFOO MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SPA SERVICES REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SPAFOO DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SPA SERVICE REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SPAFOO OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH THIRD PARTY PROVIDERS AND/OR ANY OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT SPAFOO DOES NOT REVIEW ANY SPA SERVICES.

SPAFOO MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF ANY THIRD PARTY PROVIDERS. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH ANY THIRD PARTY PROVIDER WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES.

LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES AND ANY SPA SERVICES OR BOOKING OF ANY SPA SERVICES VIA THE SERVICES, AND ANY CONTACT YOU HAVE WITH ANY THIRD PARTY PROVIDER REMAINS WITH YOU. NEITHER SPAFOO NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SERVICES, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH ANY THIRD PARTY PROVIDER OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, OR FROM YOUR SPA SERVICES OR BOOKING OF ANY SPA SERVICES VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SPAFOO HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL SPAFOO'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, FROM YOUR SPA SERVICE OR BOOKING OF ANY SPA SERVICE VIA THE SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES AND IN CONNECTION WITH ANY SPA SERVICE OR INTERACTIONS WITH ANY THIRD PARTY PROVIDER, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR BOOKINGS VIA THE SERVICES IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED DOLLARS (\$100) IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SPAFOO AND YOU.

NEITHER THE DISCLAIMER SET FORTH ABOVE, NOR THE LIMITATIONS IN THIS SECTION PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

INDEMNIFICATION

You agree to release, defend, indemnify, and hold SpaFoo and its officers, directors, employees and agents, harmless from and against any and all claims, demands, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (a) your access to or use of the Services; (b) your breach or violation of any of these Terms; (c) SpaFoo's use of your User Content; and (d) your (i) interaction with any Third Party Provider, (ii) violation of the rights of any third party, including Third Party Providers, or (iii) booking of or participation in any Spa Service, including, but not

limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a booking or use of any Spa Service. It is hereby clarified that this defense and indemnification obligation will survive these Terms.

GENERAL

Privacy

You agree that SpaFoo's Privacy Policy [**Note: This should be hyperlinked to www.spafoo.com/Privacy**] (as may be updated from time to time, "Privacy Policy") governs SpaFoo's collection and use of your personal information, in connection with your use of the Services. The terms of the Privacy Policy are expressly incorporated herein by this reference.

Termination, Suspension and Account Cancellation

SpaFoo may, in its discretion and without liability to you, with or without cause, with or without prior notice and at any time: (a) terminate or suspend these Terms or your access to the Services, and (b) deactivate or cancel your Account. Upon termination or suspension, SpaFoo will promptly pay you any amounts it reasonably determines it owes you in its reasonable discretion, if any. In the event SpaFoo terminates or suspends these Terms, or your access to or use of the Services or deactivates or cancels your Account you will remain liable for all amounts due hereunder. You may cancel your Account at any time via the "Cancel Account" feature of the Services or by sending an email to info@SpaFoo.com. Please note that if your Account is cancelled, SpaFoo does not have an obligation to delete or return to you any User Content you have posted to the Services, including, but not limited to, any reviews.

Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by SpaFoo: (i) via email (in each case to the address that you provide) or (ii) by posting via the Applications or applicable Services. For notices made by electronically, the date of receipt will be deemed the date on which such notice is transmitted or posted, as applicable.

Reporting Misconduct

If any Third Party Provider or another user of the Services is acting or has acted inappropriately, including but not limited to, anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to SpaFoo by contacting us with your police station and report number at info@SpaFoo.com; provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

Procedure for Making Claims of Copyright Infringement

SpaFoo respects copyright law and expects its users to do the same. Pursuant to Title 17, United States Code, Section 512(c)(2), if you believe that your work has been copied or otherwise used in a way that constitutes copyright infringement, please provide the following information in writing to SpaFoo's Copyright Agent: (i) the contact details of the person authorized to act on

behalf of the owner of the copyright; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of the material that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information sufficient to permit SpaFoo to locate the material (including URL address); (iv) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (v) a statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed. SpaFoo's Copyright Agent can be reached at [•].

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between SpaFoo and you regarding the Services and any bookings of Spa Services made via the Services. These Terms supersede and replace any and all prior oral or written understandings or agreements between SpaFoo and you regarding bookings of Spa Services, or your use of or access to the Services.

Termination/Access Restriction

SpaFoo reserves the right, in its sole discretion, to terminate your access to the Services or any portion thereof at any time, without notice.

Severability

In the event that any one or more of the provisions of these Terms shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of these Terms shall not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in these Terms shall be held to be excessively broad as to duration, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

Survivorship

The respective rights and obligations of the parties hereunder shall survive any termination of these Terms to the extent necessary for the intended preservation of such rights and obligations.

Governing Law and Forum

These Terms shall be construed and enforced under the laws of the State of Louisiana without regard to conflicts of laws principles. All actions and proceedings arising out of or relating to these Terms shall be heard and determined in a Louisiana state or federal court sitting in the City of New Orleans, Louisiana, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding.

Headings

All descriptive headings of sections and paragraphs in these Terms are intended solely for convenience, and no provision of these Terms is to be construed by reference to the heading of any section or paragraph.

No Waiver

The failure of SpaFoo to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of SpaFoo. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Copyright

All contents of the Services are the property of SpaFoo.

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[Note: The copyright notice should appear on all pages of the website, should reference the company name, not the website address, and should contain no references to any rights suppliers may claim.]

Service Contact: manager@spafoo.com