

Terms and conditions

The general terms and conditions of your usage of the “Straightener” mobile application (“Application” or “Service”) and any of its related products and services (collectively, “Services”) are set forth by these terms and conditions (“Agreement”). You (“User”, “you”, or “your”) are legally bound by this Agreement along with this Application developer (“Operator”, “we”, “us”, or “our”). If you are entering into this agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this agreement, in which case the terms “User”, “you” or “your” shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this agreement, you must not accept this agreement and may not access and use the Application and Services. By accessing and using the Application and Services, you are acknowledging that you have read, understand, and agree to be bound by the terms of this Agreement. Even though this Agreement is electronic and not physically signed by you, you acknowledge that this Agreement is a contract between you and the Operator which governs your usage of the Application and Services.

Accounts and membership

No persons under the age of 18 are permitted to use the Application and Services. By Agreeing to this Agreement and using the Application and Services you warrant and represent that you are at least 18 years of age. By creating an account in the Application you become responsible for maintaining the security of your account and become fully responsible for any and all activities that occur under the account and any actions taken in connection with the account. We may monitor and review new accounts before you are allowed to sign-in and begin usage of the Services, though we have no obligation to take such actions. If you provide us with any kind of false contact information in the creation of your account, your account may be terminated. Immediate notification of any unauthorized uses of your account or any breaches of security is required. We will not be liable for any acts or omission against you, including damages of any kind incurred as a result of such acts or omissions. Suspension, disablement, or deletion of your account (or any part thereof) may be incurred if we determine you have violated any provision of this Agreement or that you are posting content or conducting yourself in such a way that would damage our reputation or goodwill. You may not be allowed to re-register for any of our Services if your account has been deleted for any of the foregoing reasons. Your email address, phone number, and IP address may be blocked by us to prevent any re-registration.

Privacy

The Straightener Privacy Policy details information that is collected about you during your access and usage of the Service and how and why this information is collected. You understand that by using the Service you are consenting to the collection and use of this information as set forth in the Privacy Policy.

User content

We do not own any data, information or material (collectively, “Content”) that you submit in the Application in the course of using the Service. You maintain sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all submitted Content. Straightener LLC does not implicitly endorse or support any user content or imply that said content is accurate, useful, or non-harmful. We may monitor and review the Content in the Application submitted or created using our Services by you. You grant us permission to access, copy, distribute, store, transmit, reformat, display and perform the Content of your user account solely as required for the purpose of providing the Services to you. Without limiting any of those representations or warranties, we have the

right, though not the obligation, to, in our own sole discretion, refuse or remove any Content that, in our reasonable opinion, violates any of our policies or is in any way harmful or objectionable. You also grant us the license to use, reproduce, adapt, modify, publish or distribute the Content created by you or stored in your user account for commercial, marketing or any similar purpose.

Backups

We may perform regular backups of the Content and will do our best to ensure completeness and accuracy of these backups. In the event of the hardware failure or data loss these backups would be used to restore lost data to and minimize downtime.

Links to other resources

The Application may contain links to other resources (such as websites, Applications, etc.), however, unless specifically stated, we are neither directly nor indirectly implying any approval, association, sponsorship, endorsement, or affiliation with any linked resources. Some links in the Application may be “affiliate links”. If you click on the link and purchase an item, the Operator will receive an affiliate commission. We claim no responsibility for examining or evaluating, nor do we warrant the offerings of any businesses or individuals or the content of their resources. We do not assume responsibility or liability for the actions, products, services, and content of any third party. Should you follow any third party links found in our Application, you should be sure to review the site’s legal statements and other terms of service. Your linking to any other off-site resources is at your own risk.

Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Application and Services or Content: (a) for any unlawful purpose; (b) solicitation of others to perform or participate in any unlawful acts; (c) violation of any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) infringement upon or violation of our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) submission of false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Application and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Application and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Application and Services for violating any of the prohibited uses.

Intellectual property rights

“Intellectual Property Rights” means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by the Operator or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with the Operator. All trademarks, service marks, graphics and logos used in connection with the Application and Services, are trademarks or registered trademarks of the

Operator or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Application and Services may be the trademarks of other third parties. Your use of the Application and Services grants you no right or license to reproduce or otherwise use any of the Operator or third party trademarks.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will the Operator, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of the Operator and its affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to an amount no greater than one dollar or any amounts actually paid in cash by you to the Operator for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or failures of its essential purpose.

Indemnification

You agree to indemnify and hold the Operator and its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Application and Services or any willful misconduct on your part.

Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Dispute resolution

We are committed to resolving any and all disputes raised against us. Should you so choose, we would happily seek to resolve any disputes informally via submitted request through our contact information included at the bottom of this document.

For formal resolutions, the formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of the State of Texas without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of the United States of America. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in the State of Texas, United States, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any rights to a jury trial in any proceeding arising out of or related to this Agreement.

Changes and amendments

We reserve the right to modify this Agreement and its terms at any time according to our own discretion. In such an instance, the date of revision shall be changed on this document and a notification will be posted in the Application. Notice of changes may also be provided to you in other ways, at our own discretion, such as through your provided contact information.

The terms of the updated Agreement will be made effective immediately upon its posting unless otherwise specified. Consent to the revised Agreement will be represented by your continuing usage of the Application and Services once said revisions have become effective.

Acceptance of these terms

You acknowledge that you have read and understand this Agreement and agree to all its terms and conditions. By accessing and using the Application and Services you are agreeing to be bound by this agreement. If you disagree with the stated terms and refuse to be bound by this agreement, you are not authorized to access or use the Application and Services.

Contacting us

If you have any questions, concerns, or complaints regarding this Agreement, we encourage you to contact us using the details below:

(281) 848-8398

This document was last updated on February 28, 2022