

TERMS OF SERVICE.

1. ACCEPTANCE OF TERMS

The services that Hairbrain App provides for you are subject to the following Terms of Service ("TOS"). Hairbrain App reserves the right to update the TOS at any time without notice to you. The most current version of the TOS can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages.

- A. This Agreement, which incorporates by reference other provisions applicable to use of Hairbrain App, including but not limited to, supplemental Terms of Service set forth hereof ("Supplemental Terms") governing the use of certain specific material contained in, Hairbrain App sets forth the Terms of Service that apply to use of Hairbrain App by User. By using Hairbrain App (other than to read this Agreement for the first time), User agrees to comply with all of the Terms of Service hereof. The right to use Hairbrain App is personal to you and is not transferable to any other person or entity. You are responsible for all use of your Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. You shall be responsible for protecting the confidentiality of your password(s), if any.
- B. You shall have the right at any time to change or discontinue any aspect or feature of Hairbrain App, including, but not limited to, content, hours of availability, and needed for access or use.

2. CHANGED TERMS

Hairbrain App shall have the right at any time to change or modify the Terms of Service applicable to User's use of Hairbrain App, or any part thereof, or to impose new conditions, including, , but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on Hairbrain App, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. . Any use of Hairbrain App by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

3. DESCRIPTION OF SERVICES

Through its Web property, Hairbrain is for free users and Monat Market Partners. Monat Market Partners will have the opportunity to enter their website and choose a banner to advertise themselves for \$1.99 a month. Hairbrain pro is an upgrade for Stylists, and Barbers who will have the opportunity to record their work haircuts and colours on Customers in salons and barber shops. They will have a \$1.99 monthly fee. Stylists who are Monat Market partners will be able to do both opportunities for \$1.99 a month. Payments will go through PayPal. The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOS.

4. USER'S CONDUCT

- A. You shall use Hairbrain App for lawful purposes only. You shall not post or transmit through Hairbrain App any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without Hairbrain App's express prior approval, contains advertising or any solicitation with respect to products or services. . Any conduct by you that in Hairbrain App's discretion restricts or inhibits any other User from using or enjoying Hairbrain App will not be permitted.

5. USER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires you to open an account, you must complete the registration process by providing Hairbrain App with current, complete and accurate information as prompted by the applicable registration form. You will choose password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account.. Furthermore, you are entirely responsible for any and all activities that occur under your account. User agrees to notify Hairbrain App immediately of any unauthorized use of your account or any other breach of security. Hairbrain App will not be liable for any loss that you may incur as a result of someone else using User's password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Hairbrain App or another party due to someone else using User's account or password. You may not use anyone else's account at any time, without the permission of the account holder. All personal information and emails are secured. The information is needed to ship items and emails are used to send discounts or promotional offer if you subscribe to our mailing list.

6. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

- A. You expressly agree that use of Hairbrain App is at user's sole risk. neither Hairbrain App, its affiliates nor any of their respective employees agents, third party content providers or licensors warrant that Hairbrain App will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of Hairbrain App or as to the accuracy, reliability or content of any information, service, or merchandise provided through Hairbrain App
- B. Hairbrain App is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement.
- C. this disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, , whether for breach of contract, tortious behavior, negligence, or under any other cause of action. User specifically acknowledges that Hairbrain App is not liable for the defamatory,

offensive or illegal conduct of other users or third-parties and that the risk of injury from the foregoing rests entirely with user.

D. in addition to the terms set forth above neither Hairbrain App, nor its affiliates, information providers or content partners shall be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or inauthenticity of, the information contained within Hairbrain App, or for any delay or interruption in the transmission thereof to the user, or for any claims or losses arising therefrom or occasioned thereby. None of the foregoing parties shall be liable for any third-party claims or losses of any nature, including, but not limited to, lost profits, punitive or consequential damages.

E. force majeure – neither party will be responsible for any failure or delay in performance due to circumstances beyond its reasonable control, including , without limitation, acts of god, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, service outages resulting from equipment and/or software failure and/or telecommunications failures, power failures, network failures, failures of third party service providers (including providers of internet services and telecommunications). The party affected by any such event shall notify the other party within a maximum of fifteen (15) days from its occurrence. The performance of this agreement shall then be suspended for as long as any such event shall prevent the affected party from performing its obligations under this agreement.

7. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Hairbrain App, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of Hairbrain App by you or User's Account.

8. TERMINATION

Either Hairbrain App or User may terminate this Agreement at any time. Without limiting the foregoing, Hairbrain App shall have the right to immediately terminate User's Account in the event of any conduct by you which Hairbrain App, in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement.

9. MISCELLANEOUS

To this effect, there shall be no refunds and trade in including exchanges once purchases have been made. Furthermore by continuing with the purchase you accept all the conditions stated therein. This Agreement and any operating rules for Hairbrain App established by Hairbrain App constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of Canada, without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

The section headings used herein are for convenience only and shall not be given any legal import.

10. COPYRIGHT NOTICE

Hairbrain App its logos are trademarks of Hairbrain App. All rights reserved. All other trademarks appearing on Hairbrain App are the property of their respective owners.