Updated: July, 2020

**Combycut**

**Terms of service for professionals**

These terms of service (the "terms of service") govern the use of the mobile and internet-based services, business tools offered by combycut inc. (the "company," "combycut," "we" or "us") at and through the website combycut.com (the "website") and through mobile applications (such services, applications and the website are collectively referred to as the "services"). The company's privacy policy, as well as any subscription agreements relating to the services (each, a "subscription") executed by you ("you" or "professional") or accepted by you via email or online, and any community guidelines or dispute resolution procedures that the company may provide, are all considered part of these terms of service and are incorporated by reference into these terms of service in their entirety. In the event of a conflict between these terms of service and any subscription agreement, these terms of service will control. Any reference to these terms of service shall include and signify a reference to all rules, protocols, services, schedules, and processes incorporated therein. In the event of a conflict between these terms of service and the any other terms posted on the website, the terms of these terms of service shall govern, and in the event of a conflict between these terms of service and the end user license agreement in mobile applications (the "eula"), the terms of the eula shall govern. These terms of service apply to any use of the services, whether in connection with a subscription or free trial. If you are accepting these terms of service and using the services on behalf of a company, organization, government, or other legal entity, you represent and warrant to the company because you have all the authority and control to do so.

**Combycut services**

Combycut is a platform that connects salons, merchants, stylists and professionals providing hair, beauty and other health and wellness services ("styling services") with clients seeking such services ("clients"). The professionals and clients are both users of the services provided by combycut and are hereinafter referred to collectively as "users."combycut services

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**Charges**

Combycut will charge commission from the partner salons on each service completion and combycut will pay the rest amount (after commission) to the partner salons as per the aforesaid billing cycle.

**Commission slabs for vendors**

Price range.                             Commission percentage

1.0-500₹.                                   10% flat (all inclusive)

2.501-5000₹.                            20% flat (all inclusive)

3.5001-10,000₹ and above       30% flat (all inclusive)

Combycut has rights to change the commission percentage with prior notice.

**Billing cycle**

Your on-boarding starts on the date that you sign up for a enrollment. Unless otherwise communicated to you at the time of sign up, each on-boarding cycle is one-month in length ("on-boarding period"), and will automatically renew on a monthly basis until we terminate the on-boarding, or you notify us via the services or by email to care@combycut.com of your decision to terminate your current on-boarding. You acknowledge that the amount billed to you each week may vary due to promotional offers your on-boarding plan, and you authorize combycut to charge you for these varying amounts as necessary. We will consider Friday (every week) as a billing date and we expect payment from vender on Wednesday (every week).

**Discontinue collaboration policy**

We reserve the right to terminate our collaboration at any time. To withdraw your consent notifying us at care@combycut.com.

**Combycut platform**

Combycut solely provides a platform for professionals and clients to connect and serves only as a medium to facilitate the provision of styling services. Combycut does not provide or contract for styling services, and professionals and clients contract independently for the provision of styling services. The customer is solely responsible for choosing the professional, the styling services to be offered and the venue at which styling services will be conducted, whether at a professional's premises or at a customer-designated site. Any decision by a customer to receive styling services or by a professional to provide styling services is a decision taken at the sole discretion of that individual and at their own risk. Both consumers recognize and agree that i the organization does not perform background checks on customers and (ii) any delivery of services at a private location significantly raises the risks involved for all customers , employees and any professional staff. Each professional must decide whether a client is suited to such professional's services and should exercise caution and common sense to protect the personal safety and property of such professional and its personnel, as applicable, just as they would when interacting with anyone you don't know.

Combycut has no control over the quality, suitability, reliability, timing, consistency, legality, failure to provide, or any other element of any professional styling services, nor of the honesty, accountability or any of the actions or omissions of any professional or client. Combycut makes no promises or assurances whatsoever with regard to styling services offered or delivered by professionals or demanded by clients through the use of the services, whether in public, private or offline interactions, or with regard to any professional's accreditation, registration or licensing. You agree combycut does not test its users regularly ,inquire into the background of its users or attempt to verify information provided by any user. Combycut does not verify or confirm whether any individual on the services is who they claim to be or accurately represent themselves and does not verify or confirm any claims about styling services. Combycut takes no responsibility for this information's accuracy or reliability or for any information received through the services. Notwithstanding the above, combycut can, but is not obliged to, track the background and experience of professionals through third-party background checking services and first-party interviews, including, but not limited to, identity verification and thorough criminal background checks, and may terminate a professional on the basis of a professional on any information discovered during such background checks and first party interviews. In connection with certain services, including styling services, for which reservations are made available on the services, if approved by combycut, you may require clients to enter credit card or other payment information, and at your discretion, you may charge fees for reservations, including cancelled and missed appointments, only in accordance with any policy posted on your combycut page at the time of the client's booking. While combycut takes what it believes to be reasonable efforts to ensure secure transmission of your information to third parties who assess and process payments, combycut is not responsible for any fees or charges assessed by third parties or any errors in the processing of payments by third parties, including any errors that result from third-party negligence, improper transmission of payment information, a client's mistaken submission of payment information or submission of erroneous payment information. If you manually insert a client’s credit card information and save it to such client’s account, you represent that you have permission from each client to save such client’s credit card information, you take full responsibility for adhering to each client’s preferences with respect to such credit card information and hereby agree to indemnify us for any claims arising out of failure to obtain such permission.You agree and represent that you will honor the reservations made by clients through the services, or will communicate with them in advance to resolve any scheduling conflicts to the client's and combycut's satisfaction.

**Account registration**

Through having an account with combycut (an "account"), applying for an enrollment, you are given the freedom to use combycut 's services subject to the conditions set out in these terms of service and any other limitations set out in writing by us to you. Our registration process will ask for information including your name and other personal and business information (including any licensing and registration information that may be applicable to you where you provide the services). To access any funds that you accept through the services, you must complete this and other processes.when registering for an account, you consent to provide real, correct, current and full information about yourself as prompted by the registration process of the services and as requested from time to time by combycut (such "registration data" information). You further accept that you do not intentionally omit or misrepresent any relevant details or information in supplying these registration data, and that you will promptly enter revised or modified registration data through the services, or otherwise promptly notify us in writing of any adjustments or improvements to your registration data. You further consent and authorize us to check your registration data as required for your use of the services and access to them. We reserve the right to suspend or terminate the account of any user who provides incorrect, misleading, or incomplete information, or who does not comply with the criteria for account registration.

**Account id**

When you register with the services, you can obtain a special user id and password linked to your account (collectively referred to as "user ids" herein). You must use the true and accurate name of your or your business when you sign up for an account. You are expected to choose a reasonable and non-offensive account id. Preferably, a fairly succinct name that simply identifies you or your company would be the account id you chose. Of any payments that you accept using the products, this name will appear on your credit or debit card statement.we reserve the right to delete or reclaim any account id if we decide that the account id is unacceptable, offensive or misleading in our absolute discretion or possibly infringes the rights of a third party (such as when a trademark owner notifies that the account id is identical to the trademark and that the account id is not closely related to the user's actual name or trademark rights).

**Your account**

By creating an account, you confirm that you are either an indian citizen's legal resident, or a business entity approved by the state(s) in which you work. The services and your account can only be used in india for business purposes you agree to keep your account for your own use only. You accept that in all circumstances you would not allow any person to use your account ids to access or use the services. You are solely and exclusively responsible for keeping your account ids private and for any fines , penalties, claims or losses caused or sustained as a result of your failure to do so.we are not responsible for any harm caused or related to misuse of your account ids, disclosure of your account ids, or permission to allow another person to access or use your account ids to the services. In addition, you are solely and completely responsible for any and all activities that take place within your account and any costs incurred in connection with the services. You agree to inform us promptly of any unauthorized use of your account, or any other security violation known to you. You agree that no guarantee can be made for the complete protection of your data and messages exchanged when using the services.

**Termination of subscription and accounts**

**Right to terminate**

Combycut reserves the right to cancel your enrollment plan, or use of the services, at its absolute discretion, if you breach these terms of service, or for any reason or no reason at any time. We may also revoke your access to the services and to your account (including the funds in your account) if you (a) have violated the terms of these terms of service, any other arrangement you have with combycut or the policies of combycut, (b) present an unreasonable credit or fraud risk to us, (c) provide incorrect, incomplete, inaccurate or misleading information or otherwise engage in deceptive or unfair information this requires the right to change or terminate any subscription prior to the end of any pre-paid period.

**Termination effects**

If your tie-up and/or account is terminated or suspended for any cause or no cause, you agree: (a) to continue to be bound by these terms of service, (b) to stop using the services immediately, (c) any licenses issued to you under these terms of service terminate, (d) we reserve the right (but have no obligation) to cover or erase all of your information and account data stored on our site.in the case of termination or suspension of your subscription and/or account, combycut reserves the right to advertise you to customers using information obtained during your subscription period, including, but not limited to, a general overview of your company , business address, customer feedback or photos, but excluding your contact details (such as phone number or email address). In addition, you accept that combycut can maintain and use your information and account information as appropriate to comply with investigations and relevant legislation.

In connection with the use of the services or in connection with any termination or suspension of the services, we shall not be liable to you for compensation, refund or damages. Any termination of these terms of service does not relieve you of any obligations under these terms of service to pay any fees or costs accrued prior to termination and any other amounts owed by you to us.

**Professional accounts**

Professionals may use the services to offer styling services only through their business or personal website or software application (a "professional site"), and we reserve approval authority as to the implementation and use of the services on the professional site. We may suspend the services in the event we find any implementation issues with the professional site. Such suspension shall remain in effect until the professional corrects any issues specified by combycut and a suspension shall not relieve a professional of its payment obligations under these terms of service.

By creating an account as a professional, you certify that you are, or if you are a salon, merchant or other business entity, all of your employees, independent contractors or agents who are providing the styling services each are, that your business information is correctly represented on combycut. You further certify that you are duly licensed to provide styling services "in-home" or otherwise outside your place of business should you advertise such styling services on combycut. Combycut reserves the right to remove or hide any incorrect, out of date, or illegal information from profiles, as well as remove or hide the entire profile itself.

**Payment processing services**

**Combycut role**

The services allow clients to pay and professionals to accept payments, including card-based payments initiated with cards bearing the trademarks of MasterCard international inc. And visa inc. (collectively, the "networks").

**Unauthorized or illegal use**

We may (i) decide not to authorize or settle any transaction that you submit to us, (ii) refund a payment, or (iii) terminate your account if we believe in our sole discretion that the transaction and/or your account is in violation of these terms of service or any other combycut agreement, or that it exposes professionals, other combycut users, the psp or combycut to harm. Harm includes, but is not limited to, fraud and other criminal acts, as determined by combycut in its sole discretion. When we reasonably believe that your account has been used for an unauthorized, unlawful or criminal intent, you grant us clear permission to share details with law enforcement about you, your account and any of your transactions. We may also request information (including, but not limited to, information about services rendered, identity verification and copies of applicable professional licenses) from you at any time for any reason or no reason as part of internal ongoing reviews of transactions and accounts on our services, and in particular, to assist in investigations of suspicious transactions and/or accounts.  You hereby agree to provide us with such information and assistance in a timely manner and acknowledge that payment processing in connection with a suspicious transaction and/or account may be delayed until such transaction and/or account has been cleared by combycut, in its sole discretion.  If you do not comply with combycut’s request for information and assistance pursuant to this section (xv), combycut reserves the right to prohibit you from processing any additional payments through the services until you have provided such requested information and assistance and are cleared by combycut if your access to or use of the services has been restricted or terminated by combycut, you may not register a new combycut account or attempt to access and use the services through the combycut account of another user.

**Access to account funds**

**Bank account:**

Subject to the payout schedule identified below, we will deposit amounts received by us for transactions you submit through the services (less any applicable fees) to your verified bank account.

In the event the bank account you link to your account is incorrect and combycut is not able to debit or credit the bank account, the bank account will be de-linked from your account.

**Availability of funds**

Should combycut need to conduct an investigation or resolve any pending dispute related to your account, we may defer payout or restrict access to your funds for the entire time it takes for us to do so.we can also delay payment or limit access to your funds if required to comply with applicable law or court order, or if otherwise ordered by law enforcement or regulatory agency.

**Disclaimers**

You expressly understand and agree that:

Your use of the services is at your sole risk. You are fully and solely responsible for your interactions with other users and It is possible for someone to obtain personal details for the services or styling services and the user may use that details to the threaten or injure you.we are not responsible for the use of any personal information that you disclose on the services or through the services. You understand that in using the services, sensitive information will travel through third-party infrastructure that is not under combycut's control (such as third-party servers). Combycut makes no warranty with respect to the security of such third-party infrastructure. Combycut makes no representations or warranties about the quality, suitability, reliability, timing, durability, legality, or any other aspect of styling services offered or provided by professionals or requested by clients by use of the services whether in public, private, or of the contact of the services or regarding the accreditation, registration or the license of the specialist. No advice or information, whether oral or written, obtained by you from combycut or through or from the services shall create any warranty not expressly stated in these terms of service.

**Limitation of liability and release:-**

To the fullest extent permitted by law, in no event shall combycut or its affiliates, officers, employees, agents, partners and licencors be liable for any damages whatsoever, whether direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for bodily injury or emotional distress and damages for loss of profits, goodwill, use, data or other intangible losses (even if the company has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the services; (ii) styling services facilitated through the services or any communications between users, including without limitation any liability occurring in connection with the behavior or omission of any user (including without limitation stalking, abuse that is sexual or otherwise, acts of physical violence, and loss of personal property) or any conflict with any user; (iii) comments or behavior of any third party on the service (iv) any unauthorized access to or facilities or assets or resources or transmissions; or (v) any other assets matter.

Combycut expressly disclaims any liability that may arise between users related to or arising from use of the services. Because combycut is not involved in the actual interactions between professionals and clients or in the provision of any styling services, you hereby release and forever discharge combycut andits owners, officers, administrators, staff, agents and licencors from any and all lawsuits, requests, damages (actual or consequential) of any kind and nature, whether known or unknown, contingent or liquidated, arising from or related to any conflict or encounters with any other individual, whether online or in person, whether related to the provision of styling services or otherwise.

**Privacy**

The processing of data and information via user and other services is subject to the privacy policy, included in this policy ("privacy policy"). You agree that you consent to the collection and processing of these data and information through your use of the services (as set out in the privacy policy).

By using the services, you can obtain customer or other third party details. You must keep the information private and use it only in relation to the services. You can not reveal or transmit any such information to a third party or use the information for marketing purposes unless the client or other third party specifically consents to you.

Close

By continuing you are indicating that you have read and agree to the terms of service & privacy policy.