



Stylchi & Partner Terms of Business

Last updated August 2020

SUMMARY

This is an overview of our Partner Terms of Business. It should not be a substitute for reading the full version. Capitalised terms used in this summary are defined in the Partner Terms of Business.

- Stylchi provides:
- a **booking platform** on which you can advertise the Partner Services which you offer in your salon/spa/home service to a much wider range of potential customers;
- We are responsible for arranging and concluding Stylchi Bookings home or in salons
- For Prepaid Card Bookings, we will collect payments on your behalf and a successful receipt of payment by us will discharge their debt to you excluding the % fees.
- If Stylchi Customers decide to “Pay at Venue”, we will either deduct our Commission from what we owe you or, if we do not hold sufficient funds, the amount payable by you to us will be set out in your earnings page.
- We will send you a payment twice a month with a balance (what we owe you for Fulfilled bookings excluding our commission fees)
- If you owe us, we will initiate payment of the Invoice Statement on your behalf, in accordance with the authorisation given by you on accepting this Agreement and providing your details. We will send you an invoice within 4 weeks if there is no sufficient fund to deduct from your balance.
- If you have any issues with paying your outstanding balance within the required timeframe, please get in touch as soon as possible.

You are responsible for the Partner Services which you provide to Customers in your salon or at home and the contract for those Partner Services is between you and the Customer. **We are in no way liable to Customers for the Partner Services they receive from you.**

- You have a number of obligations to Stylchi in return for receiving the Stylchi Services. These are set out in detail in the Partner Terms of Business but some important ones are as follows:



- You agree to pay all applicable Charges (e.g. Commission) and you hereby authorise Stylchi to initiate payment and any Invoice Statement on your behalf.
- You agree not to solicit Stylchi Customers to make Bookings other than through the Website. Soliciting Stylchi Customers in this way could lead to an unavoidable increase in Charges as we rely on Partners working in partnership with us and using the Stylchi Services in good faith.
- You agree to process and supply the Partner Services to the highest industry standards.
- You must at all times provide the Partner Services on the Website at the same prices you offer on your own website. Different prices on your website compared to that of the prices on the Website would create a bad customer experience and is not in line with the Stylchi partnership. This could also lead to an unavoidable increase in Charges. For the avoidance of doubt, you are permitted to offer lower prices or special offers to closed groups of individuals (both online and offline) directly in your Salon and on alternative online sales platforms and we do not restrict your ability to do so.
- You must ensure that you have all licenses, consents, qualifications, authorities & insurance that are required for you to perform the Partner Services.
- You must follow the WHO (World Health Organization) and local Government guidance for providing beauty and personal care services.
- You must ensure that all Partner Content uploaded to your Page(s) is accurate, legally compliant and not misleading.
- Your cancellation and rescheduling terms in respect must comply with our Booking Terms and Conditions. In particular, you must include the following terms:
 - **Prepaid Bookings & Stylchi Bookings:** Customers should be allowed to request to reschedule /cancel up until 2 hours before the time of the appointment
 - If we need to contact you about Bookings or for any other reason related to the Stylchi Services, we may contact you by email, phone, SMS or Chat using the contact information provided in our partner portal.
 - Neither Stylchi (nor any business that it controls) offers any of its own goods or services via the Stylchi Services. In providing the Stylchi Services, Stylchi acts solely as a marketplace for our Partners in respect of their Partner Services.



- The order that Partners' listings are seen in Customer search results on the Website or App depends on a number of factors. Please see Clause 10 of the full terms for further details.
- If you would like to make a complaint about Stylchi, or if you otherwise want to talk to us, please get in touch with our team and we'd be happy to help:

Email: hello@stylchi.com

(BELOW IS THE FULL VERSION)

Please read these Partner Terms of Business (as well as the Booking Terms and Conditions) carefully before you begin using the Stylchi Services as these will apply to your relationship with Stylchi. We recommend that you print a copy of these Partner Terms of Business for future reference. If you do not agree with these Partner Terms of Business, you must not use the Stylchi Services.

1. DEFINITIONS

1. **"Affiliate"** means in relation to Stylchi any entity that from time to time directly or indirectly controls, is controlled by, or is under common control with Stylchi;
2. **"Agreement"** or "Partner Terms of Business" means this agreement, sent to you via email or presented to you on the online Partner sign-up page, which together set out the terms and conditions upon which Stylchi shall provide the Stylchi Services to the Partner and which come into effect on the Effective Date;
3. **"Booking"** means any booking made by a Customer for any of the Partner Services and whether made via the Website
4. **"Booking Terms and Conditions"** means Stylchi's booking terms and conditions in relation to the Partner Services offered on the Website
5. **"Charges"** means the Commission
6. **"Commission"** means the commission payable by the Partner to Stylchi and calculated based on the total amount payable by a Stylchi Customer for a Stylchi Booking;
7. **"Complaint"** has the meaning set out in clause 4.1;
8. **"Cooperation Agreement"** means the agreement signed by Stylchi and the Partner, or alternatively as agreed via email and/or the online Partner



sign-up page, confirming both parties' acceptance of this Agreement, the Commission.

9. **"Customer"** means any person who purchases or receives the Partner Services via the Website including but not limited to a Stylchi Customer, or a Partner Customer;
10. **"Data Protection Legislation"** means General Data Protection Regulation and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them from time to time, and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction such as the e-Privacy Directive;
11. **"Distribution Channels"** means any third-party website or other media through which the Partner Services are offered or advertised to Customers or potential Customers via Stylchi, including Third Party Platforms, Instagram, Facebook, Google, YouTube, GoogleAds, Google Display Networks and affiliate networks (each from time to time and as may be applicable);
12. **"Effective Date"** means the earlier of (a) the Partner beginning to receive the Stylchi Services, (b) the date on which the Partner ticks the box to confirm its acceptance of this Agreement (c) the date on which the Partner signs up to receive the Stylchi Services via the online Partner sign-up page
13. **"Free Trial"** means a limited period during which a Partner may receive some or all of the Stylchi Services free of any Charges (except for Processing Fees), as determined by Stylchi in its sole discretion. On expiry of a Free Trial, the Partner will be liable for Charges set out in the Cooperation Agreement;
14. **"Fulfilled Booking"** means a Booking in respect of which the Partner has successfully provided the Partner Services to the Customer
15. **"General Data Protection Regulation" or "GDPR"** means Regulation (EU) 2016/679 and any legislation and/or regulation implementing or made pursuant to it, or which amends, replaces, re-enacts or consolidates it from time to time;
16. **"Intellectual Property Rights"** means all intellectual property rights on a worldwide basis whether currently in existence or otherwise and whether vested or contingent including (without limitation) copyright (including foreign language translation rights), design rights, database



rights, rights in any domain names, registered designs, patents, trademarks, trade names, signs and other designations provided the foregoing is of a proprietary nature and all similar rights whether registered or otherwise (including, without limitation, all extensions, reversions, revivals and renewals thereof). The above shall include, in relation to registrable rights, any applications made or rights to make applications in respect of any such rights;

17. **"Material Breach"** means a breach (including an anticipatory breach) which is not minimal or trivial in its consequences to Stylchi
18. **"Page(s)"** means the internet page or pages and contents of the Partner's designated section of the Website or App (including the Partner's Stylchi "homepage" and each page for the Partner Services offered on the Website) along with any applicable page or pages and contents of the Partner's own website(s) or another website(s)
19. **"Partner"** means you, stylist, who enters into the Agreement with Stylchi on the Effective Date, acting on behalf of itself and all its employees and contractors;
20. **"Partner Content"** means any information, documentation, equipment, software, photographs, domain name (to the extent used to host a Partner Site), Partner Site customised skin/theme or other material (which may include the Partner name, logo and any other brand features and Intellectual Property Rights) which may be published on the Page(s) pursuant to this Agreement, including Stylist Portfolio Photos;
21. **"Partner Services"** means the spa, beauty, hair and/or other goods and services which the Partner is in the business of providing and supplying to Customers and which are marketed to Customers by the Partner through use of the Stylchi Services;
22. **"Successful Appointment"** means an appointment in Stylchi partner portal in respect of which the Partner has successfully provided the Partner Services to the Customer
23. **"Stylchi Booking"** means a booking made on the Website where at the time of making the booking the Customer chooses a time and/or date at which to receive those Partner Services (including where the "Pay at Venue" option is used)
24. **"Stylchi Customer"** means a Customer who books via the Website
25. **"User-Generated Content"** has the meaning set out in clause 3.5;
26. **"Website"** means the website at **www.stylchi.com**



1. **STYLCHI SERVICES AND CHARGES**

1. In consideration of the payment by the Partner of the Charges (save for in the case of a Free Trial) and the Partner performing all of its other obligations herein and subject to this Agreement, Stylchi shall provide the applicable Stylchi Services to the Partner, which shall (unless otherwise agreed) include a personal, non-exclusive, non-transferable and fully revocable licence to use Stylchi partner portal
2. In respect of all Stylchi Bookings, Stylchi shall act and is hereby appointed as an agent at law for the Partner to conclude those Bookings with a Customer and (where applicable) collect and process payments on behalf of the Partner. Nothing herein shall prevent or limit the Partner from remaining fully responsible and liable for their provision and supply of Partner Services to Customers.
3. Stylchi may contact the Partner via email, telephone, SMS or Whatsapp using the contact information provided in Stylchi partner portal in Stylchi partner portal with Bookings or other questions regarding Stylchi and/or the Partner Services.
4. Stylchi may in its sole discretion, change the amount of any Fees and/or the rate of Commission at any time on 30 days' notice to the Partner ("**Pricing Change Notice**"). The Partner's continued use of the Stylchi Services after receipt of such Pricing Change Notice will be deemed acceptance of the new Fees and/or rate of Commission.

2. **PARTNER OBLIGATIONS**

1. In consideration of receiving the Stylchi Services, the Partner agrees to pay all applicable Charges to Stylchi and to accept all Bookings and process and supply the Partner Services to the highest industry standards and in line with any specific terms and conditions set out in this Agreement generally. A breach of this will be a Material Breach of this Agreement.
2. The Partner must accept all Bookings and may only decline (8 times a month) to accept the same in exceptional circumstances, otherwise, the Partner shall be considered to be in Material Breach of this Agreement and may forfeit any payments due to it in Stylchi partner portal with this Agreement.



3. In respect of s, Stylchi Bookings the Partner is obliged to comply with the cancellation and rescheduling policy of the Booking Terms and Conditions.
 1. Stylchi and/or the Partner will offer a refund in respect of Stylchi Bookings which are cancelled (or unable to be rescheduled) provided the relevant appointment is not due to take place in either the next 2 hours.
 2. If a Customer wishes to change the date and/or time of a or Stylchi Booking, provided the Customer requests to reschedule the appointment at least 2 hours prior to the time of the appointment, either via the Website or by contacting the Partner or Stylchi, the Partner must endeavour to offer the Customer a suitable alternative booking time and/or date. In the event that a Partner is unable or unwilling to fulfil a Stylchi Booking pursuant to a Customer requesting such a change Customer may choose to proceed with the Booking or may cancel.
 3. If a Partner wishes to change the date and/or time of a Stylchi Booking, in the event that the Customer is unable or unwilling to agree to such change, Stylchi will treat the Stylchi Booking as cancelled by the Partner and will refund the Customer the full amount.
4. The Partner is responsible for ensuring that all Partner Content (especially details of and prices for the Partner Services) that it publishes or provides to Stylchi to publish on the Page(s) is accurate, correct and not misleading. This includes only displaying prices as at a discount when those Partner Services have genuinely been available at a higher price previously and are only available at the discount price for a short period of time. The Partner should only upload photographs representing its venue to its Page(s) which have been taken at the Partner's own venue and should always ensure that it has the right to use any such photographs uploaded. Any breach of this is a Material Breach of this Agreement. If the Partner does not have any photographs available to upload, Stylchi is happy to upload some suitable photographs from its own database so please just let us know.
5. If at any time Stylchi suspects that Stylist Portfolio Photos have been uploaded without the appropriate rights or consent as set out in clause, or, at its sole discretion, Stylchi deems the Stylist Portfolio Photos to be inappropriate in any way, this shall be a Material Breach of the Agreement



and Stylchi, without limiting any other remedy it may wish to seek, may remove the Stylist Portfolio Photos at its sole discretion.

6. The Partner acknowledges and agrees that its Page(s) on the Website should not contain any contact details, direct references or links to the Partner or its website or other devices or to websites, apps, platforms, tools or other devices of third parties.
7. The Partner must ensure that its trading identity and address are clearly visible to Customers in respect of all Stylchi Services used by them.
8. The Partner must at all times supply the Partner Services on the Website and App at a price which is accurate and conforms with the best available rate offered on the Partner's own website. If a Customer provides proof of a better price available on the Partner's own website for Partner Services booked through the Website, Stylchi reserves the right to refund the Customer the difference and to adjust the amount paid to the Partner in Stylchi partner portal with those Partner Services accordingly. Different prices on a Partner's website compared to that of the prices on the Website would create a bad customer experience and is not in line with the Stylchi partnership.
9. The Partner is solely responsible for ensuring that the information on Stylchi portal regarding time and date availability is kept completely up to date so that potential Customers are able to view the accurate time and date availability at the time of making a Booking.
10. In respect of Stylchi Bookings made using the "Pay at Venue" option, the Commission shall be payable for all such Stylchi Bookings except where a "no show" has been flagged by the Partner on Stylchi partner portal by midnight on the date of the appointment. For the avoidance of doubt, if a "no show" has not been flagged on Stylchi partner portal by midnight on the date of the appointment, the Stylchi Booking will be treated by Stylchi as fulfilled and Stylchi shall be entitled to receive Commission in respect of that Stylchi Booking.
11. The Partner shall not solicit Stylchi Customers to make Bookings otherwise than through the Website. Any solicitation could result in unavoidable increases in the Charges. As part of this Agreement and partnership, Stylchi markets and seeks to bring new Customers to a Partner. If a Partner encourages that Customer to cancel their Booking and rebook directly with the Partner, this means that the Partner has



taken advantage of the Stylchi Services without paying for them, which is unfair on Stylchi both economically and commercially.

12. Where a Customer makes a Booking and the Partner encourages that Customer to cancel their Booking and make a separate booking directly with the Partner, the Partner shall be in Material Breach of this Agreement.
13. If Stylchi has reasonable grounds to suspect that the Partner has made or makes any direct or indirect attempt to avoid paying any Charges, for example without limitation, by fraudulently flagging a Fulfilled Booking using the "Pay at Venue" option as a "no show", this shall be a Material Breach of this Agreement and shall give Stylchi the right, without limiting other remedies available to it, to withhold and retain any payments due to the Partner under this Agreement.
14. If the Partner is receiving any of the Stylchi Services as part of a Free Trial, the Partner must provide Stylchi with full payment details prior to the expiration of the Free Trial. Failure to do so will be a Material Breach of this Agreement.
15. If Stylchi has reasonable grounds to suspect that the Partner has made any direct or indirect attempt to avoid paying Charges which would otherwise become due at the end of the Free Trial, for example and without limitation, by signing up or attempting to sign up for continuous Free Trials by using alternative contact information or names or by any other means, this shall be a Material Breach of this Agreement and shall give Stylchi the right, without limiting other remedies available to it, to withhold and retain any payments due to the Partner under this Agreement.

3. CUSTOMER SERVICE AND COMPLAINTS

1. The Partner shall use best endeavours to provide top quality Partner Services to all Customers and shall promptly deal with any enquiries, matters or issues relating to Bookings or potential Bookings including dealing with Customer complaints.
2. The Partner shall be directly responsible to the Customer for any failure to fulfil the Customer's expectations or for any other legal liability which arises in respect of the Partner Services, save where such liability arises



as a result of Stylchi's negligence.

3. Stylchi shall refer any Customer complaints it receives to the Partner and the Partner shall acknowledge all complaints, and shall respond to the relevant Customer within 48 hours of the Partner's receipt of a complaint (whether the complaint has come directly from the Customer or via Stylchi).
4. The Partner shall make all efforts to reach a resolution to any complaints within 14 days and must notify Stylchi of any correspondence between the Partner and the Customer relating to the complaint and generally keep Stylchi apprised of its progress and the status of the complaint.
5. The Partner hereby acknowledges and accepts that the Website and App includes a reviewing platform, upon which Customers may post publicly viewable reviews about their experiences with Stylchi and with the Partner (particularly in relation to the Partner Services) ("**User Generated Content**") and that a selection of reviews from preceding months will also be made available on the Partner Site (if applicable). The Partner should note that this platform may not be opted out from and may from time to time contain negative reviews and/or feedback from Customers, which is outside Stylchi's control.

4. **PARTNER COMPLAINTS**

1. If the Partner has a complaint about any Stylchi Services, it should contact Stylchi via email to Hello@Stylchi.com with the subject line 'Formal Complaint' ("Complaint"), providing as much detail as possible about the Complaint.
2. Stylchi shall respond to the Partner confirming receipt and will then investigate the matter.
3. Upon receiving the Complaint, Stylchi's customer experience team, together with the account manager responsible for that Partner, shall work together to investigate the Complaint internally, taking into account the importance and complexity of the issue raised.



4. Stylchi shall respond to the Partner with its findings in response to the Complaint, and, where applicable, with a suggested solution.

5. CUSTOMER DATA

1. For the purposes of this clause, “data controller”, “data processor”, “data subject”, “personal data”, “process”, “processing” and “appropriate technical and organisational measures” shall be interpreted in accordance with applicable Data Protection Legislation.
2. Stylchi and the Partner each acknowledge that for the purposes of the Data Protection Legislation:
 1. in respect of Partner Customers’ personal data, the Partner is the data controller and Stylchi is the data processor;
 2. in respect of Stylchi Customers’ personal data, the Partner and Stylchi each act as independent data controllers
3. Where Stylchi and the Partner are independent controllers, each acknowledges and agree that:
 1. Each party is responsible for its own compliance with Data Protection Legislation, including the GDPR;
 2. the Partner must promptly (and in any event within 24 hours of the Partner or its employees or contractors becoming aware of the matter) notify Stylchi of any accidental or intentional damage, alteration, destruction, unauthorised disclosure, loss, misuse or theft of or to the personal data of any Stylchi Customer (“**Security Incident**”). Partner shall provide full cooperation and prompt assistance to Stylchi in respect of its efforts to (i) investigate, remediate, and mitigate the effects of the Security Incident, and (ii) comply with notification obligations to individuals, clients or regulatory authorities;
 3. Partner must not do, or omit to do, anything that would cause (or may be reasonably expected to cause) Stylchi or its Affiliates to be in breach of any provision of any Data Protection Legislation
 4. Partner agrees to implement and maintain appropriate technical and organisational measures in respect of its processing of the personal data sufficient to comply with the Data Protection Legislation and to protect the personal data against unauthorised



or unlawful processing and against accidental loss, destruction, damages, theft, alteration or disclosure;

5. Partner agrees to only process personal data of Stylchi Customers for the purpose of providing the Partner Services
4. Stylchi reserves the right to process Customer personal data as set out in its Privacy and Cookie Policy and the Partner hereby irrevocably and unconditionally agrees and consents to the processing of such personal data by Stylchi and further warrants that each Partner Customer has been informed how Stylchi will process their personal data. Without limiting Partner's obligations elsewhere in this Agreement, the Partner undertakes promptly to include any information reasonably requested by Stylchi in its website privacy policy or other Partner Customer literature to assist each party in compliance with Data Protection Legislation.
5. The Partner acknowledges that ownership of all Intellectual Property Rights in Stylchi Customer personal data in Stylchi partner portal shall vest in Stylchi or its Affiliates and Partner irrevocably and unconditionally assigns with full title guarantee all such rights to Stylchi. Stylchi grants the Partner a non-exclusive license to use such personal data to operate its business subject to Partner's ongoing compliance with the provisions of this Agreement.
6. In the event that a data subject makes a request to either party to exercise one or more of the rights afforded to data subjects under Data Protection Legislation then to the extent that either party reasonably requires input or assistance from the other party in order to give effect to any of the rights afforded, that other party shall provide all such input or assistance within a reasonable timeframe with each party meeting their own costs in doing so;
7. In the event that either party receives a request from a data protection authority for information relating to this Agreement or the relationship between the parties, that party shall promptly notify the other unless prohibited by law.
8. Any breach of this by the Partner, will be a Material Breach of this Agreement.
9. The Partner will indemnify and hold Stylchi harmless against all losses, claims, costs, damages or proceedings suffered or incurred by Stylchi and/or its Affiliates arising out of or in Stylchi partner portal with the Partner's breach



10. This Clause in its entirety shall survive the termination or expiry of this Agreement.

6. PARTNER WARRANTIES, LICENSE TO Stylchi AND INDEMNITY

1. The Partner shall provide Stylchi with any Partner Content it reasonably requires to be provided within order to supply the Stylchi Services.
2. The Partner hereby grants Stylchi a non-exclusive, royalty-free, irrevocable and worldwide right and license (or sublicense as applicable) to use, reproduce, distribute, sublicense, communicate and make available the Partner Content on the Website, Stylchi's social media pages and any and all other Distribution Channels, and for any purposes which are necessary for Stylchi or required by Stylchi to exercise its rights and perform its obligations under this Agreement, and for any other reason, including but not limited to, marketing, advertising, commercial or editorial purposes.
3. Stylchi may sublicense, make available, disclose and/or offer the Partner Content to Affiliates and third parties ("**Third Party Platforms**"), including but not limited to Google.

7. PAYMENT TERMS

1. Payment processing services for Partners are provided by Stylchi wallet and bank transfer. The earning summary of the Partner is always available on the Stylchi Partner Portal. At any point, these can be downloaded for the time-frame entered by the Partner.
2. If the Balance is negative within 30 days, the Invoice and notice are sent to the partner.
3. If the Balance is positive, the Partner authorises Stylchi to send instructions on its behalf to the financial institution associated with its payment details (as entered in Stylchi partner portal). The balance will be transferred from the Stylchi portal every 14 days.



4. If the Closing Balance is zero, the Invoice Statement will state that the Closing Balance is settled and there is nothing further for Stylchi or the Partner to do in respect of that.
5. In respect pre-paid Stylchi Bookings the following terms and conditions shall apply:
 1. Stylchi receives pre-payments from Customers as the Partner's commercial agent and the Customer's debt to the Partner in respect of that shall be discharged when the pre-payment is received by Stylchi;
 2. Unless otherwise agreed in writing between Stylchi and the Partner, any onward payment of amounts collected by Stylchi and due to the Partner will be strictly subject to the Partner having provided the Partner Services pursuant to a Booking in accordance with this Agreement;
6. The Partner shall be responsible for any refunds, chargebacks, banking charges or other administrative expenses ("**Bank Charges**") incurred by Stylchi as a result of Partner's failure to notify Stylchi in advance of changes in payment details and/or arrangements, including but not limited to:
 1. bank account details;
 2. cancellation of a direct debit mandate;
 3. insufficient funds;
 4. card expiry
7. Stylchi reserves the right to deduct any sums payable to Stylchi by the Partner and any such Bank Charges, from any balance collected by Stylchi on behalf of the Partner, prior to onward payment of any Closing Balance to the Partner.
8. All payments due from Stylchi to the Partner shall be made via bank transfer using the bank details provided by the Partner to Stylchi in the Stylchi partner portal and it is the Partner's responsibility to ensure that



these details are correct. Stylchi will only make payments due to the Partner directly to the Partner and cannot make payments to any third party.

9. Stylchi reserves the right to charge interest on all amounts payable to Stylchi from the Partner which are not paid by the relevant due date at the annual rate of 4%. Such interest will accrue on a daily basis from the date on which payment became overdue up to the date on which Stylchi receives the full outstanding amount together with all accrued interest.
10. In the event of a dispute between Stylchi and the Partner, any undisputed amount of Commission will be paid in accordance with this clause 7 to Stylchi. The Partner must notify Stylchi of its disagreement within 14 days of receipt of the Invoice Statement setting out in detail the reason. If the Partner fails to do so, the Invoice Statement shall be deemed accepted by the Partner. For the avoidance of doubt, this is a separate process from the Partner complaints process as set out in Clause 4, and these terms on Commission payment apply whether or not the Partner raises any Complaint and regardless of the outcome of any Complaint.
11. The Partner is responsible for withholding and reporting taxes applicable to the Commission in accordance with all applicable laws and the requests of the relevant tax authorities, including for any interest and penalties imposed for late payment or failure to withhold. If required, the Partner shall be solely responsible for agreeing with the relevant tax authorities on the tax treatment of the Commission.
12. The Partner understands and acknowledges that Stylchi is a commercial booking agent and does not provide the Partner Services to the Customer. The contract for the Partner Services is between the Partner and the Stylchi Customer and as a result, it is the Partner's responsibility.
13. In the event of fraudulent or alleged fraudulent activities by the Partner or if Stylchi is required by law, court order, governmental instruction, arbitral decision or by its cancellation policy to make a refund, of all or part of a Booking, Stylchi reserves the right to claim a repayment from the Partner of any amount required to be repaid by Stylchi to the Customer and for any Bank Charges relating thereto.



14. Any breach of this Clause 7 by the Partner will be a Material Breach of this Agreement.

8. TERM OF AGREEMENT

1. This Agreement commences on the Effective Date and will continue in effect unless terminated in accordance with the below clauses:

Termination for convenience by either party This clause applies to Stylchi Services

2. This Agreement may be terminated either in respect of the Stylchi Services at any time, in writing on not less than 30 days' written notice by either party to the other pursuant to the terms of this clause 8 or as otherwise permitted by law.
3. If the Partner decides to terminate this Agreement, it should give notice by emailing hello@Stylchi.com
4. If Stylchi decides to terminate this Agreement, we will contact you on the email or phone number provided by you

Termination for cause by Stylchi This clause applies to Stylchi Services

5. Stylchi shall be entitled to terminate this Agreement immediately if it has an imperative reason for doing so, including (a) where a Partner is in breach of this Agreement or breaks a law or regulation (including Data Protection Legislation), or does something that infringes the rights of another including issues affecting the safety of a service, fraud or data breaches, (b) where a Partner engages in any illegal or inappropriate behaviour towards a Customer (including where reported by a Customer to the police), Stylchi's employees and/or the Partner's own employees or (c) where there has been more than one Customer complaint about a Partner ("**Imperative Reason**").

Termination for cause by either party.



This clause only applies to Stylchi Services

6. Either party shall be entitled to terminate a Stylchi Service with immediate effect by written notice to the other if:
 1. the other party commits a Material Breach of any of the provisions of this Agreement to the extent that it relates to any Stylchi Services, (including but not limited to a breach of clause 2 (Partner obligations), clause 3 (Customer service and complaints) clause 5 (Customer Data), 6 (Partner Content consents), and 7 (Payment Terms) and either that breach is not capable of being remedied or, in the case of a breach capable of remedy, that party fails to remedy the same within 7 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
 2. the other party is in persistent or repeated breach (whether a Material Breach or not and whether remediable or not) of any of the provisions of this Agreement;
 3. an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party;
 4. the other party ceases, or threatens to cease, to carry on business.

Freezing Stylchi Services

This clause applies to Stylchi Services

7. Stylchi shall be entitled to temporarily freeze the account of any Partner, so that the Partner will be unable to receive Bookings via Stylchi and will not be visible on the Website or any Distribution Channels including in search results, if the Partner commits, or is suspected of committing, a Material Breach of any of the provisions of this Agreement
8. If, following investigation, Stylchi reasonably believes that a Material Breach has been committed, or that it has an Imperative Reason for termination, Stylchi shall be entitled to terminate this Agreement



9. Termination of this Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

9. LIABILITY

1. Subject to Clause 9.2 Stylchi's maximum aggregate liability under or in Stylchi partner portalion with this Agreement, or any related contract, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the Charges due and payable to Stylchi hereunder on the date of the event giving rise to the relevant claim. Further, Stylchi shall not be liable for any loss of income or profits, loss of contracts, goodwill, or other intangible losses or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise (even if Stylchi has been advised by the Partner of the possibility of such loss or damage).
2. Nothing in this Agreement shall exclude or in any way limit, Stylchi's liability for fraud or for death or personal injury caused by its negligence or for its wilful default or any other liability to the extent the same may not be excluded or limited as a matter of law.

10. RANKING

1. There are parameters which determine the ranking of listings made available to Customers via the Website. The order in which a Partner's listing is shown in the search results when a Customer searches for Partner Services on the website depends on a number of parameters, the main ones of which are:
 1. how new the listing is (newer listings are ranked higher);
 2. how many reviews it has received (fewer reviews may mean lower-ranking), the recency of these reviews (more recent reviews may mean higher ranking) and how highly the reviews rate the Partner (negative reviews may result in lower ranking);
 3. the search parameters included by the Customer and the Partner's availability and ability to fulfil the criteria searched for (e.g. time and date of appointment or location; where a Partner does not



have a lot of availability at times requested by the Customer, that Partner will not be seen as high in the search results order as in other searches);

4. the reliability of a Partner based on the number of Partner led cancellations or reschedules of Bookings or lack of responsiveness to Customer order confirmations (each of which will lead to a lower ranking); and
 5. the Customer's location (Partners who are closer to the Customer's location will have their listings ranked higher in the search results). These parameters are used because they give Customers a fair indication of other Customers' experiences and the Partner Services which are available and convenient to them, and allow a Customer to see both new listings, the most recommended listings (based on Customer reviews) and any Partner who has the most appropriate availability and reliability.
2. Customers can also alter the search results and ranking by sorting a search by 'Recommended', 'Highest-Rated', 'Price' or 'Discount':
1. Where a Customer searches by 'Recommended', the order that a Partner will be shown will be based on a combination of the availability of a Partner at times requested by the Customer, the location and their reviews;
 2. Where a Customer searches by 'Highest-Rated' the order that a Partner will be shown will be based on the number of reviews that they have received, the recency of those reviews and how high those reviews are.
3. Partners may access Customer ratings and reviews of their Partner Services by visiting the Website, but Partners have no rights in or to such reviews and are not entitled to copies of such reviews upon any termination of the Partner's account and/or Stylchi Services.



4. Stylchi does not receive any direct or indirect remuneration or equivalent from any Partner in order to boost its rankings in search results.

11. MISCELLANEOUS

1. All rights to the Website and the content on it, including, without limitation, Customer reviews, save for Partner Content, and all other Intellectual Property Rights belonging to or licensed to Stylchi, remain vested in Stylchi at all times. Nothing in this Agreement shall give the Partner any rights in respect of any such Intellectual Property Rights or of the goodwill associated therewith. In order to streamline the Website and the content on it (including the Partner Content), Stylchi may, at its absolute discretion and from time to time, amend the format, content and style of venue page descriptions, photos and menus.
2. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities, so please review our terms regularly. They are always available on our Website.