**Kantid Technologies, LLC**

**Terms of Use Agreement**

**For Providers**

Date of last revision: May 31, 2017

This terms of use agreement (“Agreement”) is between Kantid Technologies, LLC, a Colorado limited liability company (“Kantid,” “Company,” or “we”) and the person or entity (“Provider” or “you”) that has decided to use, and provide services (such as stylist services) through and to individuals (“Customers”), the services of Kantid, and/or any website or app associated with Kantid, or any features, products, graphics, text, images, photos, audio, video, location data, computer code, and all other forms of data and communications (“Content”) (collectively, “Services”).

By using the Services in any way, you agree to be bound by this Agreement. If you do not accept and agree to be bound by all of the terms of this Agreement, including the Privacy Policy, posted at http:\_\_\_\_\_\_\_\_/PrivacyPolicy and incorporated by reference herein, do not use the Services.

The terms of this Agreement are subject to change by the Company at any time. It is the responsibility of the Provider to check this Agreement periodically for any changes. Continued use of the Services shall constitute acceptance of the new terms of use Agreement.

# Description of the Services

Kantid provides Services that allow Customers and Providers to post information, connect to discuss style, and arrange style-related services—such as virtual and in-person wardrobe consultations. Kantid neither arranges nor is responsible for any connection, communication, or style-related services provided between Customers and Providers. Kantid only maintains the platform to allow such individuals or companies to connect.

# Your Use of the Services

## Provider Representations and Eligibility to Use Services

By registering and using the Services, each Provider represents and warrants the Provider: (i) has the authority and capacity to enter this Agreement; (ii) is 18 years or older; (iii) is not precluded or restricted in anyway by any laws from using the Services and Content; and, (iv) is not otherwise precluded or ineligible to use the Services and has not been previously suspended from using the Services under any name or entity.

## Truthfulness of Information

You represent and warrant that all information you submit when using the Services is complete, accurate, and truthful. Provider is responsible for maintaining the completeness, accuracy, and truthfulness of such information.

## Limited Use of Services

The Services are only for the uses specified in this Agreement. Providers may not use the Services or any Content contained in the Services in connection with any commercial endeavors outside of the Services and this Agreement. The Company reserves the right to investigate and take legal action in response to illegal and/or unauthorized uses of the Services, including illegal use of Content and unauthorized access of or linking to the Services.

## No Infringement: Company

You agree that the Company’s Services contain proprietary information and material that is owned by the Company and is protected by applicable intellectual property and other laws, including but not limited to trademark, copyright, patent, and trade secret laws. The Company’s ownership extends to all content, features, and functionality on the website and in Company communication that is protected or protectable under the law. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Services in compliance with this Agreement. No portion of the Services may be reproduced in any form or by any means, except as expressly permitted in this Agreement or otherwise in writing by an authorized agent of the Company. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services in any manner, and you shall not exploit the Services in any unauthorized way. In no way should your use of the Services be construed to diminish the Company’s intellectual property rights or be construed as to provide Provider a license or the ability to use the Services in any context other than as expressly permitted under this Agreement.

## Provider-Generated Content

Using the Services to generate custom content—including posting pictures or using any Content provided with the Services—does not afford the Provider any right or ownership in that content. The Company retains all rights to any Provider-generated content that is incorporated into the Services.

## Prohibited Activities

Providers shall not engage in the following activities:

* 1. Use the Services for any unlawful activities or in violation of any laws, regulations, or contractual provisions, or to induce others to do or engage in the same;
  2. Use the Services to promote violence, degradation, subjugation, discrimination or hatred against individuals or groups based on race, ethnic origin, religion, disability, gender, age, veteran status, sexual orientation, or gender identity;
  3. Access a Customer’s or another Provider’s account without permission;
  4. Publish or allow to be published malicious code intended to damage any mobile device, browser, computer, server, or network hardware;
  5. Spam any comments section with offers of goods and services, or inappropriate messages;
  6. Use manual or automated software, devices, or other processes to “crawl,” “scrape,” or “spider” any portion of the Services;
  7. Decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services; and
  8. Solicit passwords or personal identifying information for commercial or unlawful purposes from other Providers or disseminate another person’s personal information without his or her permission.

1. **Payment Policies**
2. **Payment and Charges**

The Company charges Customers for consultations and other services from Providers through the Services, utilizing a third-party payment service. Charges are assessed at the scheduled time of the consultation or other service. The Company will receive the full payment from the Customer through a third-party payment service. The Company will retain twenty percent (20%) of the full amount of the payment and issue the remaining eighty-percent (80%) to the Provider, subject to any further provision in this Agreement. The Company will issue payment due to the Provider, on or before the fifteenth (15th) of each month, for the preceding month.

1. **Third-Party Payment Services**

The Company utilizes third-party payment services (currently, Stripe) to handle payment services. If Customers have any issue with charges, those issues need to be addressed between the Customers and the third-party payment service. The Company is not responsible for the payments or any related disputes.

1. **Cancellations**

A Customer can cancel a consultation or other service at least 24 hours before the scheduled start time of that consultation or service at no charge. If a Customer cancels a consultation or service less than 24 hours before the scheduled start time, or misses or is late for the scheduled start time for any reason, the Customer will be charged the full amount of the consultation or other service.

1. **Refunds**

If a Provider cancels less than 24 hours in advance of a consultation or other service, or is not available for the scheduled start time, upon request by the Customer and verification by the Company, the Company will issue, or have issued, a refund to the Customer. Verification of a Provider’s failure to offer the services is determined in the Company’s sole discretion. The Customer must make a refund request within 5 calendar days of the date and time the consultation or service was scheduled to be eligible for a refund. Where a Provider has already received payment for a refunded consultation or service, the amount of that payment, in the Company’s sole discretion: will be deducted from the subsequent payment(s) to the Provider, or billed to the Provider for repayment to the Company.

1. **Provider is not an Employee or Agent of the Company**

Provider is not an employee or agent of the Company. Provider is an independent contractor, providing stylist services. The Company exercises no control over the manner or nature of those services. Provider provides those services directly and solely on its own behalf. The Company’s sole relationship with the Provider is for the purpose of providing a neutral platform to connect with Customers and to process payments through that platform. This Agreement, and use of Services, bestows no further access, authority, status, or right to Provider.

1. **Tax Consequences**

Payments may be subject to taxes or other withholdings. The Company will provide Provider a 1099 tax form, as required by law. The Company will not provide any tax advice to the Provider and no forms or communications from the Company should be considered as such. The Company in no way assumes any responsibility for Provider’s payment of taxes. Provider here assumes all responsibility for calculation and payment of taxes; confirms Provider will consult a qualified professional to assure taxes are paid properly; and waives any liability of or claim against the Company relating to any tax issues or damages in relation. Furthermore, should a tax issue arise—including the failure to pay tax, and including any penalties: first, if possible, Provider agrees to resolve the matter directly and personally; second, if the Company must act, or chooses to act for the sake of expediency in its sole discretion, Provider agrees to reimburse the Company for any payments it makes; and third, in all cases, Provider agrees to indemnify the Company for any expenses, damages, or costs associated with resolving the tax issue, including accountant, attorney, or other professional fees engaged at the Company’s sole discretion. Regardless, the Company reserves, and Provider here grants, the right for the Company to remove, deduct, or otherwise redirect portions of any payment for tax or related purposes in the Company’s sole discretion.

# Disclaimers, Waivers, and Indemnification

## Appropriateness of Content

The Company provides a platform to facilitate contact between Customers and Providers. The Company does not monitor, censor, or otherwise control that contact, or any communications and exchanges relating to it. Furthermore, the Company does not endorse and does not provide the Services to facilitate any illegal and improper conduct. As previously set forth in this Agreement, Provider agrees that it will not use the Services and Content to engage in such conduct.

## No Guarantees, Endorsements, or Investigation

The Company does not provide any guarantees or endorsements of any third-party, Customer, or Provider, or its content or links, provided through the Services. This includes any content or links from advertisers or other third-party vendors. The Company does not investigate or otherwise review any Customer, Provider, or third-party or its content. Provider accepts all risks associated with any Customer, other Provider, or third-party, and its content, links, or related information. Provider further agrees not to hold the Company liable for any conduct or content of third parties, Providers, or other Customers.

## Disclaimer of Warranties

All information and services are provided on an “as is” basis without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In addition, the Company makes no warranty that access to the Services will be uninterrupted, secure, complete, error free, or meet Provider’s particular requirements; or that it will be or continue to be compatible with any other service or program. Provider waives any claim of damages of any type stemming from lost data, undelivered messages, or any other failing of the Services.

## Updates and Versions

From time to time, the Company may issue updates to the Services or Content. The Provider understands that these updates may be automatically installed or implemented; that the Provider here consents to such updates and installations without further notice; and should the Provider refrain from utilizing updates, the Services or Content may not operate properly. Furthermore, the Provider has no right or entitlement to any version of the Services or Content.

## Waiver of Liability

The Company, the Services, and the Content assist Customers to connect with Providers. This limited role does not, and indeed cannot, actively control the way in which Customers and Providers use the content. Providers are responsible for their own conduct, use, decisions, and other consequence and ramifications of their actions.

Provider waives any liability of or claims against the Company for any injuries or damages (including compensatory, punitive, special, or consequential damages) Provider sustains as a result of or associated with using the Services or Content. Provider waives any claim or liability stemming from the negligence of the Company. Provider also waives any liability of the Company based upon the negligence, recklessness, intentional acts, or accidental conduct of its Customers, Providers, or any third party. Provider understands that the Company does not control or investigate its Customers, Providers, or any other third party.

## Scope of Waiver

Provider understands and agrees the above waiver extends to any claim of any nature or kind, known or unknown, suspected or unsuspected, regardless of when the claim first existed. This includes waiver of a claim of the type identified under California Civil Code, Section 1542, which provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

## Indemnification

If the Company is subject to a complaint, demand, mediation, arbitration, litigation, or other pursuit based upon Provider’s conduct relating to or from use of the Services or Content, Provider agrees to indemnify the Company for all costs, expenses, and fees (including attorneys’ fees by the attorneys of the Company’s choice) it expends in defending itself against or otherwise addressing such pursuit. Such conduct or use includes, but is not limited to, Provider’s violation of this Agreement; Provider’s use of the Services or Content; Provider’s interactions with Customers, other Providers, or others; Provider’s use of intellectual property on or through the Services; and any such actions performed by an agent, entity, or representative on Provider’s behalf. Provider agrees to indemnify the Company as soon as the Company incurs the costs, expenses, and fees, whether those are billed by event, or in week, month, or some other interval.

1. **Non-Solicitation and Exclusivity of Services**
2. **Value of Services and Access**

Provider acknowledges that the Services are a product of trade secrets, intellectual property, advertising and marketing efforts, and time and expenses all belonging to and paid by the Company. Provider’s access to these Services, and to Customers using the Services, are a product of those valuable efforts, investments, and proprietary processes and property.

1. **Consideration**

Provider acknowledges that access to the Services is valuable consideration for the provisions in this Agreement, and waives any legal claims of lack of consideration regarding this Agreement or any provision herein.

1. **Exclusive Use of the Services**

The Company provides its Services to connect Providers with Customers. By using these Services, Provider agrees it will use the Services exclusively for all sessions, appointments, and other work obtained from any Customer who Provider (a) met through the Services, or (b) has contacted or communicated, or currently contacts or communicates, with through the Services. Provider further expressly agrees it will receive all payments from such Customers through the Services, including but not limited to, booking fees and tips.

1. **Non-Solicitation**

Should Provider no longer use the Services, for the reasons above relating to proprietary property and consideration due through access to valuable Services, Provider agrees not to solicit on its own behalf, or on behalf of or in conjunction with any person or legal entity, any Customers Provider (a) met through the Services, or (b) contacted or communicated with through the Services, for a period of one year.

1. **Liquidated Damages**

Provider acknowledges that Customers are a primary source of value of the Services. If Provider engages with Customers for the purpose of payment outside the Services and receives such payment, Provider agrees to immediately: inform the Company, and pay the Company a one-time, lump sum payment of $200.00 per Customer. Provider and the Company agree that the damages caused by violation of this provision, when calculated over time, are uncertain and difficult to calculate. Thus, a $200.00 payment is a reasonable estimation based upon the uncertainty of the amount and the inability to calculate it with certainty.

# Limitation of Services and Termination

## Right to Remove Content

The Company reserves an unrestricted right to remove content, including that of Customers or Providers, at any time without advanced notice in the sole discretion of the Company.

## Right and Grounds to Terminate Provider Access

To protect the Company and its Providers, the Company reserves an unrestricted right to refuse, terminate, block, or cancel a Provider’s application to, account with, or access to the Services at any time, with or without cause. Provider acknowledges here that Provider has no right: to use of the Services should the Company terminate or suspend the Provider’s account. Primary reasons warranting termination include (and primary reasons leading to suspension pending investigation of claims or evidence of the following):

* 1. A Provider violating any of the provisions of this Agreement;
  2. A Provider hindering or interfering with the Company in providing its Services;
  3. A Provider making misrepresentations, lying, or deceiving the Company; and,
  4. A Provider using the Services or Content in violation of any international, federal, state, or local law, or applicable regulation, rule, or order by any regulatory, governing, or private authority, or a court of competent jurisdiction.

## No Right to Services or Content

The Provider neither possesses nor retains any ownership of or rights to the Services or any content generated by the Company, Customers, or Providers. Upon termination, Provider has no right to access or have returned any such information.

## Survival

After termination, the Company retains all rights to content as specified in this Agreement. Sections II—VI of this Agreement survive after termination.

# General Provisions

## DMCA Violations

If you believe any Content on any Site of the Company infringes on your copyright, you may request removal of the Content by contacting the following address: info@Kantid.com. The Company will respond to all requests as quickly as possible and to the best of its ability.

## Successors and Assignees

The Company may assign this Agreement to an affiliate or in connection with a merger or sale of all or substantially all of the Company’s ownership or assets. Providers may not assign this Agreement without express written permission from the Company.

Provider agrees that any waiver or protections afforded to the Company are also provided to its affiliates, directors, officers, principals, employees, agents, and successors in their roles and relationship with the Company. Provider also acknowledges that all waivers and agreements bind not only Provider, but any successors, heirs, agents, and other representatives.

## Arbitration

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or the Service shall be binding arbitration administered by the American Arbitration Association. Providers may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding. Parties understand and accept that, by agreeing to arbitration, the Parties are foregoing their access to a trial by jury.

## Governing Law and Venue

This Agreement will be governed by and construed in accordance with the laws of the State of Colorado. The venue for any disputes including mediation, arbitration, or litigation shall be Denver, Colorado. Each Party agrees to waive the following defenses to any action brought in Colorado: *forum non conveniens* and lack of personal jurisdiction.

## Waiver

If one Party waives any term or provision of this Agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either Party fails to exercise or delays exercising any of its rights or remedies under this Agreement, that Party retains the right to enforce that term or provision at a later time.

## Severability

If any provision of this Agreement is invalid or unenforceable, whether by the decision of an arbitrator or court, by passage of a new law, or otherwise, the remainder of this Agreement will remain in effort and be construed and enforced consistent with the purpose of this Agreement.

1. **Understanding of Agreement**

You acknowledge that you understand the terms and conditions of this Agreement. You also acknowledge that you could discuss these provisions with a lawyer at your own expense prior to entering into this Agreement, and have either done so or chosen not to do so in entering this Agreement. Regardless of your choice, you intend to be fully bound by this Agreement.

## **Entire** Agreement

This Agreement, together with the Privacy Policy, constitutes the entire agreement between the Company and you, and supersedes all prior agreements, representations, and understandings, oral or written, between the Parties.