

WEB SITE SERVICE AGREEMENT/TERMS OF USE

1. ACCEPTANCE OF TERMS

The services that Hair Central Platform ("HCP") provides to the User is subject to the following Terms of Use ("TOU"). HCP reserves the right to update the TOU at any time without notice to User, although Users may be notified only but not limited to on most important TOU changes. The most current version of the TOU 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 www.haircentralplatform.com, including, but not limited to, supplemental terms and conditions set forth hereof ("Supplemental Terms") governing the use of certain specific material contained in www.haircentralplatform.com, sets forth the terms and conditions that apply to use of www.haircentralplatform.com by the User. By using HCP (other than to read this Agreement for the first time), User/s agree to comply with all the terms and conditions hereof. The right to use www.haircentralplatform.com is personal to the User/s and is not transferable to any other person or entity. User/s are responsible for all use of User/s 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. The User/s shall be responsible for protecting the confidentiality of the User/s password(s), if any.
- B. HCP shall have the right at any time to change or discontinue any aspect or feature of www.haircentralplatform.com, including, but not limited to, content, hours of availability, and equipment needed for access or use.

2. CHANGED TERMS

HCP shall have the right at any time to change or modify the terms and conditions applicable to the User's use of www.haircentralplatform.com, 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 www.haircentralplatform.com, or by electronic or conventional mail, or by any other means by which the User obtains notice thereof. Any use of www.haircentralplatform.com by the User after such notice shall be deemed to constitute acceptance by the User of such changes, modifications, or additions.

3. DESCRIPTION OF SERVICES

Through its Web property, HCP provides the User with access to a variety of resources, including download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

4. EQUIPMENT

The user shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of www.haircentralplatform.com and all charges related thereto.

5. USER CONDUCT

- A. Users shall use www.haircentralplatform.com for lawful purposes only. User shall not post or transmit through www.haircentralplatform.com 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 HCPs express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that at HCPs discretion restricts or inhibits any other User from using or enjoying www.haircentralplatform.com will not be permitted. Users shall not use www.haircentralplatform.com to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with HCP.
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- D. The foregoing provisions of Section 5 are for the benefit of HCP, its subsidiaries, affiliates and its third-party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

6. USE OF SERVICES

The Services may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). The user agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright, or trademark laws (or by rights of privacy or publicity) unless User own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- Download any file posted by another user of a Communication Service that User knows, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

HCP has no obligation to monitor the Communication Services. However, HCP reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. HCP reserves the right to terminate User's access to any or all the Communication Services at any time, without notice, for any reason whatsoever. HCP always reserves the right to disclose any information as it

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7. MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires the User to open an account, the User must complete the registration process by providing HCP with current, complete and accurate information as prompted by the applicable registration form. Users also will choose a password and a username. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, the User is entirely responsible for all activities that occur under the User's account. The User agrees to notify HCP immediately of any unauthorized use of User's account or any other breach of security. HCP will not be liable for any loss that the User may incur as a result of someone else using User's password or account, either with or without the User's knowledge. However, the User could be held liable for losses incurred by HCP or another party due to someone else using the User's account or password. The user may not use anyone else's account at any time without the permission of the account holder.

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15. MONITORING

HCP shall have the right, but not the obligation, to monitor the content of www.haircentralplatform.com, including chat rooms and forums, to determine compliance with this Agreement and any operating rules established by HCP and to satisfy any law, regulation, or authorized government request. HCP shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on www.haircentralplatform.com. Without limiting the foregoing, HCP shall have the right to remove any material that HCP, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

16. INDEMNIFICATION

User agrees to defend, indemnify, and hold harmless HCP, 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 HCP by the User or User's Account.

17. TERMINATION

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

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