

I.O KLYP TERMS OF SERVICE

Table of Contents

- 1.1 SCOPE OF SERVICES..... 5**
 - 1.1.1 ONLINE MARKETPLACE 5
 - 1.1.2 KLYP FACILITATES, DOES NOT PROVIDE SERVICES..... 6
 - 1.1.3 KLYPIST RESPONSIBLE FOR PROFILES & SERVICE ACCURACY 6
 - 1.1.4 KLYPIST ARE INDEPENDENT BUSINESSES, NOT KLYP EMPLOYEES 6
 - 1.1.5 KLYP PROFILE & SERVICE MARKETING..... 7
 - 1.1.6 THIRD-PARTY SERVICES..... 7
 - 1.1.7 KLYP AVAILABILITY & ACCESS 7
- 1.2 ELIGIBILITY, USE AND USER VERIFICATION..... 7**
 - 1.2.1 AGE & CONSENT 7
 - 1.2.2 LEGAL COMPLIANCE AND EXPORT CONTROLS 7
 - 1.2.3 KLYP ACCESS..... 8
 - 1.2.4 USER VERIFICATION & VALIDATION 8
 - 1.2.5 KLYP SPECIAL FEATURES ACCESS 8
 - 1.2.6 COMPLIANCE WITH APP STORE TERMS & CONDITIONS 8
 - 1.2.7 KLYP “BADGES” 8
- 1.3 MODIFICATION OF KLYP TERMS 8**
 - 1.3.1 CHANGES TO TERMS, RIGHT TO ACCEPT 8
- 1.4 ACCOUNT REGISTRATION 9**
 - 1.4.1 REGISTRATION REQUIRED 9
 - 1.4.2 SINGLE SIGN-ON THROUGH THIRD-PARTIES 9
 - 1.4.3 ACCURATE DATA..... 9
 - 1.4.4 ACCOUNT SHARING AND LIMITS..... 9
 - 1.4.5 SECURE KLYP ACCOUNT CREDENTIALS..... 9
 - 1.4.6 DELEGATED OR SHARED ACCESS..... 10
- 1.5 CONTENT 10**
 - 1.5.1 KLYP CONTENT 10
 - 1.5.2 KLYP CONTENT AND COPYRIGHTS..... 10
 - 1.5.3 CONTENT RIGHTS & RESTRICTIONS..... 10
 - 1.5.4 RIGHT TO USE..... 11
 - 1.5.5 RIGHTS GRANTED TO KLYP 11
 - 1.5.6 KLYP VERIFIED PHOTOS AND SERVICES 11
 - 1.5.7 CONTENT RESPONSIBILITY & LEGITIMATE AUTHORITY 12
 - 1.5.8 UNACCEPTABLE CONTENT..... 12
 - 1.5.9 RESPECT FOR COPYRIGHTS 12
- 1.6. PLATFORM FEES 12**
 - 1.6.1 PLATFORM CHARGES & FEES..... 12
 - 1.6.2 CHANGES AND NOTIFICATION TO SERVICE FEES AND TAXES 12
 - 1.6.3 SERVICE FEE RESPONSIBILITY 13

1.7 KLYPIST'S TERMS (FOR SERVICE PROVIDERS)	13
1.7.1 TERMS APPLICABLE TO ALL PROFILES AND LISTINGS	13
1.7.1.1 Profile & Service Accuracy.....	13
1.7.1.2 KLYPIST Sets Pricing.....	13
1.7.1.3 KLYPIST Specific Terms	13
1.7.1.4 Preferred Provider Programs.....	13
1.7.1.5 Photo/Image Accuracy.....	13
1.7.1.6 Platform Rankings and Placement.....	14
1.7.1.7 Honoring Accepted Appointments	14
1.7.1.8 Add-on Services	14
1.7.1.9 Provider Insurance	14
1.7.2 PROFILE & SERVICE LISTINGS.....	14
1.7.2.1 Pricing Consistency.....	14
1.7.2.2 Service Deposits (Future Feature)	14
1.7.2.3 Services Legally Compliant	14
1.7.2.4 Condition at Time of Service.....	15
1.7.3 SUBSCRIPTIONS, FEES, PERIODS, DISCOUNTS AND CANCELLATION	15
1.7.3.1 KLYPIST Subscription & Service Fees.....	15
1.7.3.2 KLYP Fee Discounts.....	15
1.7.3.3 Premium Services	15
1.7.3.4 Subscription Periods & Discounts:.....	15
1.7.3.5 Cancellation-Effective Dates	15
1.7.4 KLYPIST SHARED ACCESS	15
1.8 TERMS SPECIFIC FOR CLIENTS	16
1.8.1 TERMS APPLICABLE TO ALL APPOINTMENTS	16
1.8.1.1 Client/User Agreement To Pay.....	16
1.8.1.2 Confirmed Appointments Binding Agreement to Pay for Services	16
1.8.1.3 Delegated Booking (KLYPfam).....	16
1.8.1.4 Group Payment Terms of Service	16
1.8.2 APPOINTMENTS & ADD-ON SERVICES.....	16
1.8.2.1 Authorized Contact	16
1.8.2.2 Add-on Services or Services Required Before another Service can be Performed.	16
1.8.3 KLYPIST'S SERVICES & APPOINTMENTS.....	17
1.8.3.1 Special Circumstances or Prior Requirements	17
1.8.3.2 KLYPIST Requirements and Instructions	17
1.8.3.3 Extra Persons or Services.....	17
1.8.4 KLYP CREDIT (FUTURE FEATURE).....	17
1.9 APPOINTMENT CHANGES, CANCELLATIONS AND REFUNDS, SOLUTION CENTER	17
1.9.1 APPOINTMENT CHANGES.....	17
1.9.2 PROMPT NOTICE OF APPOINTMENT CHANGES	17
1.9.3 NO CANCELLATION FEE FOR KLYPIST CANCELLATION	18
1.9.4 CANCELLATIONS FOR SAFETY REASONS	18
1.9.5 KLYP'S RIGHT TO CANCEL.....	18
1.9.6 SPECIAL CIRCUMSTANCES	18
1.9.7 RIGHTS TO RECAPTURE OVERPAYMENT	18
1.9.8 ADJUSTMENTS AND SPECIAL SITUATIONS	19
1.10 RATINGS AND REVIEWS	19
1.10.1 REVIEWS AND RATINGS ARE USERS'	19
1.10.2 ACCEPTABLE CONTENT REVIEWS	19

1.10.3 NO MANIPULATION OF REVIEWS	19
1.10.4 RATINGS & REVIEWS ARE PUBLIC	19
1.11. USER DISPUTES OR DAMAGES	19
1.11.1 USERS LIABLE FOR DAMAGES CAUSED	19
1.11.2 DAMAGE CLAIMS	19
1.11.3 COOPERATION WITH INVESTIGATIONS OR INQUIRIES.	20
1.12. ROUNDING OFF	20
1.13. TAXES.....	20
1.13.1 SALES AND OTHER TAXES	20
1.13.2 INCOME TAX REPORTING.....	20
1.13.3 SUBJECT TO TAX AUTHORITY	20
1.13.4 SALES TAX COLLECTIONS & REMITTANCE	20
1.13.5 LIABILITY FOR SALES TAX	21
1.13.6 RIGHT TO CANCEL TAX COLLECTIONS & REMITTANCES	21
1.14 PROHIBITED ACTIVITIES.....	21
1.14.1 COMPLIANCE WITH LAWS AND KLYP POLICIES.....	21
1.14.2 KLYP'S RIGHTS AND OBLIGATIONS	23
1.14.3 INAPPROPRIATE CONDUCT	23
1.15 TERMINATION AND SUSPENSION MEASURES.....	23
1.15.1 EFFECTIVE DATE	23
1.15.2 USER TERMINATING AGREEMENT.....	23
1.15.3 KLYP TERMINATING AGREEMENT - NOTICE	24
1.15.4 ACCOUNT TERMINATION FOR CAUSE	24
1.15.5 OTHER ACCOUNT ACTIONS	24
1.15.6 ACCOUNT CLOSURE FOR CAUSE – CANCELLATION FEE IMPACT	25
1.15.7 ACCOUNT RESTORATION REVIEW	25
1.16. DISCLAIMERS.....	25
1.17. LIABILITY	26
1.18. INDEMNIFICATION	26
1.19. DISPUTE RESOLUTION & MEDIATION	27
1.19.1 APPLICATION OF DISPUTE RESOLUTION	27
1.19.2 DISPUTE RESOLUTION PROCESS OVERVIEW.....	27
1.19.11 NO CLASS ACTIONS OR REPRESENTATIVE PROCEEDINGS.	28
1.19.12 SEVERABILITY.	28
1.19.13 <i>CHANGES</i>	28
1.19.14 <i>SURVIVAL</i>	28
1.20 FEEDBACK	28
1.21 APPLICABLE LAW AND JURISDICTION	29
1.21.1 JURISDICTION: RESIDENCE IN UNITED STATES	29
1.21.2 RESIDENCE OUTSIDE OF THE UNITED STATES	29
1.21.3 RESERVED FOR FUTURE COUNTRY APPLICATIONS.....	29
1.22 GENERAL PROVISIONS.....	29
1.22.1 TERMS OF SERVICE ARE COMPREHENSIVE	29

1.22.2 NATURE OF RELATIONSHIP	29
1.22.3 RIGHTS LIMITED TO DIRECT PARTIES	29
1.22.4 SURVIVABILITY AND SEVERABILITY	29
1.22.5 FAILURE OR WAIVER OF ENFORCEMENT	29
1.22.6 ASSIGNMENT OR TRANSFERABILITY	30
1.22.7 METHODS OF NOTICE	30
1.22.8 FURTHER QUESTIONS.....	30

1.0 KLYP TERMS OF SERVICE

Effective Date: September 25, 2020

Please read these Terms of Service (“**Terms**” or “**ToS**”) carefully, they contain important details about your legal rights, remedies, and obligations when using the KLYP® Platform. Your clicking “Accept” and each use of KLYP confirms your (1) acceptance, (2) agreement and (3) authority and ability to enter into a legally binding agreement and be bound by the ToS.

The ToS apply to all Web based or Mobile Applications (“**KLYP Platform**”) and KLYPIST Services. Currently KLYP is only available in the United States to providers (KLYPISTS) and Clients and are combined under the term “**Users**.” This agreement (“**Agreement**”) is governed under United States law and the laws of the State of Utah. KLYP, Inc. is a Delaware corporation (“**KLYP**”) and KLYP® is a registered Trademark.

To ensure the ultimate in confidentiality, KLYP uses Stripe as the KLYP Payments Processor and encrypts all customer data in our systems. KLYP does not store or retain your payment details in our databases.

KLYP is a different kind of company. First, we don’t sell your data. We don’t share your data with Social Network Services (SNS), only what you share is shared.

The ToS includes the KLYP Content Policy, Copyright Policy, Privacy Policy, Cookie Policy, Cancellation Policy and the KLYP Glossary. The Payment Processing Terms are established by Stripe and their terms are incorporated by reference.

1.1 SCOPE OF SERVICES

KLYP is the premier online marketplace for registered users to connect. Cosmetology professionals known as KLYPISTS offer Clients KLYPIST Services enabling registered users to connect with greater confidence and ease through the use of KLYPIST and Client profiles. Clients are able to find, schedule appointments, review, and pay for these services with simplicity.

While KLYP verifies provider’s licensing and credentials, it is still the provider’s responsibility to comply with legal and professional standards. Failure to comply with these standards can cause accounts to be frozen or paused.

1.1.1 ONLINE MARKETPLACE

KLYP is an online marketplace that enables registered users and KLYPISTS (individuals and entities are third parties) offering cosmetology services. Parties that offer services are “**KLYPISTS**” and the services they offer are “**KLYPIST Services**.” KLYPISTS are allowed to publish KLYPIST Profiles (“**Profiles**”) on the KLYP Platform and to communicate and transact directly with Users that are seeking KLYPIST Services

(consumers of services are “Clients”). KLYPIST Services may include services and products for hair, skin, and nails in various categories, as well as events that showcase KLYPIST’s services.

Please refer to the KLYP ToS Content Policy for information of what types of content are not allowed. Be comfortable knowing that discrimination, hate, and harassment is taken seriously and not tolerated. KLYP is a safe place for everyone.

1.1.2 KLYP FACILITATES, DOES NOT PROVIDE SERVICES

As the sponsor of the KLYP Platform, KLYP does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any KLYPIST Services. KLYPISTS alone are responsible for their Profiles and listings of KLYPIST Services provided (“Listing”). When Users make or accept an Appointment, they are entering into a contract directly with each other. KLYP is not and does not become a party to or other participant in any contractual relationship between Users. KLYP is not acting as an agent in any capacity for any User, except as specified in the ToS or Stripe Payment Terms.

1.1.3 KLYPIST RESPONSIBLE FOR PROFILES & SERVICE ACCURACY

While KLYP may help facilitate the resolution of disputes, KLYP has no control over and does not guarantee (i) the Profile or KLYPIST’s Services, (ii) the truth or accuracy of KLYPIST Services, KLYPIST Profiles, Ratings, Reviews, or other User Content (as defined below), or (iii) the performance of KLYPIST Services or conduct of any User or third party. KLYP does not endorse any KLYPIST Profile or KLYPIST’s Services. Any references to a KLYPIST or User review being “verified” (or similar language) only indicates that the User has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by KLYP about any User, including of the User’s identity or background or whether the User is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding on the KLYPIST and the related KLYPIST services or accepting a Client’s Appointment. Verified Images (as defined below) are intended only to indicate a photographic representation of a Listing at the time the photograph was taken and are therefore not an endorsement by KLYP of any KLYPIST or KLYP Service.

1.1.4 KLYPIST ARE INDEPENDENT BUSINESSES, NOT KLYP EMPLOYEES

If you choose to use the KLYP Platform as a KLYPIST your relationship with KLYP is limited to being an independent, third-party contractor, and not an employee, agent, joint venture or partner of KLYP for any reason, your actions are exclusively on your own behalf and for your own benefit and not for or on behalf of KLYP. KLYP does not and shall not be deemed to direct or control you generally or in the performance your KLYPIST Services under these Terms specifically, including in connection with your provision of any Services. You acknowledge and agree that you have complete discretion whether to list Services on KLYP or otherwise engage in other business activities.

1.1.5 KLYP PROFILE & SERVICE MARKETING

To promote KLYP and to increase the exposure of KLYPIST's Profiles to potential Clients, Profiles and other User Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist Users who speak different languages, in the future Listings and other User Content may be translated, in whole or in part, into other languages. KLYP does not guarantee the accuracy or quality of such translations and Users are responsible for reviewing and verifying the accuracy of such translations. KLYP may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement. If you have concerns about marketing or sharing profile information on third-party sites, please contact [KLYPIST Solution Center](#)

1.1.6 THIRD-PARTY SERVICES

The KLYP Platform may contain various links to third-party websites or resources ("**Third-Party Services**"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. KLYP is not responsible or liable for the availability or accuracy of such Third-Party Services, or their content, products, or services. Links to Third-Party Services don't equal an endorsement from KLYP for the Third-Party Service.

1.1.7 KLYP AVAILABILITY & ACCESS

Due to the nature of the Internet, KLYP is unable to guarantee the continuous and uninterrupted availability and accessibility of KLYP. KLYP may restrict the availability of the KLYP Platform or certain areas or features thereof when necessary due to capacity limits, the security or integrity of KLYP's servers, or to perform maintenance to ensure the proper or improved capability of KLYP. KLYP may improve, enhance and modify KLYP and introduce new services from time to time.

1.2 ELIGIBILITY, USE AND USER VERIFICATION

1.2.1 AGE & CONSENT

In order to access and use KLYP or register a KLYP Account you must be an individual at least 18 years old or a duly organized, validly existing business, organization or other legal entity in good standing under the laws of the State you are established in and are able to enter into legally binding contracts. For younger people, KLYP accounts require authorization from a parent or guardian who is considered the legal party for transactions.

1.2.2 LEGAL COMPLIANCE AND EXPORT CONTROLS

You will comply with any applicable export control laws in your local jurisdiction. You also represent and warrant that (i) neither you are located nor the services are performed in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

1.2.3 KLYP ACCESS

KLYP may make access to and use of the KLYP Platform, or certain areas, features, or services of KLYP, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, e.g. meeting Ratings, Reviews, or appointment and cancellation history threshold.

1.2.4 USER VERIFICATION & VALIDATION

User verification on the Internet is difficult and KLYP does not assume any responsibility for the confirmation of any User's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Users to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Users, (ii) screen Users against third-party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a User, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

1.2.5 KLYP SPECIAL FEATURES ACCESS

Access to or use of certain areas and features of KLYP may be subject to separate policies, and/or guidelines, or may require acceptance of additional terms and conditions before you can access those areas or added features of KLYP. If there is a conflict between these Terms and the terms and conditions applicable to a specific area or feature of the KLYP Platform, the latter terms and conditions will govern your access to or use of the added area feature, or service unless specified otherwise in the latter terms and conditions.

1.2.6 COMPLIANCE WITH APP STORE TERMS & CONDITIONS

If you access or download the KLYP from a third-party application service, like the Google Play Store or Apple App Store, you agree to the app store terms and conditions, for example [Apple's Licensed Application End User License Agreement](#). Some parts of the KLYP Platform use Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the [Google Maps/Google Earth Additional Terms of Service](#).

1.2.7 KLYP "BADGES"

Badges maybe earned by Users for reaching or completing various accomplishments, activities or other criteria. Badges do not mean that KLYP is endorsing the User.

1.3 MODIFICATION OF KLYP TERMS

1.3.1 CHANGES TO TERMS, RIGHT TO ACCEPT

KLYP reserves the right to modify these Terms in accordance with this provision. If we make changes to our ToS or related policies, we will post the revised Terms on the KLYP

Platform and update the “Revised” date at the top of these Terms. If the changes impact you, we will also provide you with notice of modification by email thirty (30) days before the date they become effective, unless legally we must make the change earlier. If you disagree with the revised ToS, you may terminate our Agreement with immediate effect. We will inform you of your right to terminate the Agreement in the notification email. If you do not terminate your Agreement before the date the revised ToS becomes effective, your continued access to or use of the KLYP Platform will constitute acceptance of the revised Terms.

1.4 ACCOUNT REGISTRATION

1.4.1 REGISTRATION REQUIRED

You must register an account ("**KLYP Account**") to access and use most features of the KLYP Platform, such as publishing a profile or booking an appointment for a KLYP Service. If you register a KLYP Account for a business, organization or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in the ToS.

1.4.2 SINGLE SIGN-ON THROUGH THIRD-PARTIES

You register for a KLYP Account using an email address and creating a password, additionally you may be able to create an account through certain third-party social networking services, such as Facebook or Google. In using a third-party service to create an account, you authorize the exchange of data as disclosed at the time of the exchange.

1.4.3 ACCURATE DATA

You agree to provide accurate, current and complete information during registration and to keep your KLYP Account and public KLYP profile page up to date at all times.

1.4.4 ACCOUNT SHARING AND LIMITS

You may not register more than one (1) KLYP Account unless KLYP authorizes you to do so. You may not assign or otherwise transfer your KLYP Account to another party, although you may be able to allow delegates.

1.4.5 SECURE KLYP ACCOUNT CREDENTIALS

You are responsible for maintaining the confidentiality and security for your KLYP Account credentials and shall not disclose your credentials to any third party. You agree to immediately notify KLYP when you know or have reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any suspected or actual unauthorized use of your KLYP Account. You agree to be liable for all activity conducted through your KLYP Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

1.4.6 DELEGATED OR SHARED ACCESS

KLYP may provide features allowing you to authorize other Users or certain third parties to take certain actions that affect your KLYP Account. For example, we may enable Users to link their KLYP Accounts with delegated users for businesses or personal access, allowing them to take actions on behalf of the other party(ies), you may enable certain Users to accept Appointments on your behalf or to help manage your profile and schedule. These added services do not require you to share your credentials with any other person. No third party is authorized by KLYP to ask for your credentials, and you shall not request the credentials of another KLYP User.

1.5 CONTENT

1.5.1 KLYP CONTENT

KLYP may, in its sole discretion, enable Users to (i) create, edit, upload, post, send, receive and store content, e.g. text, photos, audio, video, or other information and materials on or through the KLYP Platform ("**User Content**"); and (ii) access and view User Content and content KLYP itself makes available on or through the KLYP Platform ("**KLYP Content**"), including third-party licensed or proprietary KLYP content authorized for use on KLYP (KLYP Content together with User Content is "**Collective Content**").

1.5.2 KLYP CONTENT AND COPYRIGHTS

The KLYP Platform, KLYP Content, **KLYP**[®] logo and User Content may be entirely or partially protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge and agree that the KLYP Platform and KLYP Content, including all associated intellectual property rights, are exclusive property of KLYP and/or its licensors or authorizing third parties. You agree to not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the KLYP Platform, KLYP Content or User Content. Any trademarks, service marks, logos, trade names, and all other source identifiers of KLYP used in connection with or on the KLYP Platform and KLYP Content are trademarks or registered trademarks of KLYP in the United States and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of other parties used in connection with or on KLYP, KLYP Content, and/or Collective Content are used only for identification purposes and may be property of their respective owners.

1.5.3 CONTENT RIGHTS & RESTRICTIONS

You agree not to use, copy, adapt, modify, prepare derivative works of, sell, transfer, distribute, license, publicly display, publicly perform, transmit, broadcast or otherwise exploit the KLYP Platform or Collective Content, only to the extent you legally own certain User Content or as permitted expressly in these ToS. No rights or licenses are granted by KLYP to you by implication or otherwise under any intellectual property rights of KLYP or its licensors, except for the rights and licenses expressly granted under these ToS.

1.5.4 RIGHT TO USE

Subject to your compliance with the ToS, KLYP provides you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the KLYP Platform on your personal device(s); and to (ii) access and view any Collective Content made available on or through the KLYP Platform and accessible to you, only for your personal and non-commercial use.

1.5.5 RIGHTS GRANTED TO KLYP

By you creating, uploading, posting, sending, receiving, storing, or otherwise making available any User Content on, with, or through the KLYP Platform, you grant to KLYP a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such User Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise promote in any manner the User Content for KLYP to provide and/or promote KLYP, in any media or platform. Insofar as User Content (including Verified Reviews and Images) includes personal information, such User Content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our Privacy Policy. Unless you provide specific consent, KLYP does not claim any ownership rights in any User Content and nothing in these ToS will be deemed to restrict any rights that you may have to use or exploit your original User Content.

1.5.6 KLYP VERIFIED PHOTOS AND SERVICES

KLYP may offer KLYPISTS the option of having professional photographers take photographs, videos, or other images of their facilities and/or services, which are made available by the photographer to KLYPISTS to include in their Profiles with or without a watermark or tag with "KLYP Verified Photo" or similar wording ("**Verified Images**"). You are responsible for ensuring that your KLYPIST Services are accurately represented in the Verified Images and you will stop using any Verified Images on or through the KLYP Platform that no longer accurately represent your facility or services, if you are no longer offering the KLYP Service featured, or if your KLYP Account is terminated or suspended for any reason. You accept and confirm that KLYP shall have the right to use any Verified Images in accord with Section 5.5 for advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your Profile or otherwise, without further notice or compensation to you. Where KLYP is not the exclusive owner of Verified Images, by using Verified Images through or on KLYP, you grant KLYP an exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to use such Verified Images for advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your KLYP Profile or otherwise, without further notice or compensation to you. KLYP in return grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use Verified Images outside of the KLYP Platform strictly for your personal and non-commercial use.

1.5.7 CONTENT RESPONSIBILITY & LEGITIMATE AUTHORITY

You are solely responsible for content you post or make available on or through KLYP. You represent and warrant to KLYP that: (i) you either are the sole and exclusive owner of all User Content that you make available on or through the KLYP Platform or you have all rights, licenses, consents and releases that are necessary to grant to KLYP the rights in and to such User Content, as contemplated under these ToS; and (ii) the User Content of your Content or KLYP's use of the Content (or portion thereof) as contemplated under these Terms will not infringe, misappropriate or violate any third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

1.5.8 UNACCEPTABLE CONTENT

You agree not to post, upload, publish, submit or transmit any User Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates KLYP's policies, including KLYP's Content Policy. KLYP may, without prior notice, remove or disable access to User Content that KLYP finds to be in violation of applicable law, these Terms or KLYP's then-current Policies or Standards, or that may be harmful or objectionable to KLYP, KLYP Users, third parties, or property.

1.5.9 RESPECT FOR COPYRIGHTS

KLYP respects copyright law and expects our Users to do the same. If you believe that any content on KLYP infringes copyrights you own, please notify us in accordance with requirements noted in Section 6.0 KLYP Copyright Policy.

1.6. PLATFORM FEES

1.6.1 PLATFORM CHARGES & FEES

KLYP charges fees to Users (collectively "**Platform Fees**") for the use of KLYP. More information about when Service Fees apply and how they are calculated can be found on the KLYP Charges and Fees page or in the pricing details of your transactions.

1.6.2 CHANGES AND NOTIFICATION TO SERVICE FEES AND TAXES

KLYPIST's Fees will be displayed to KLYPISTS prior to publishing, and for Users they are included in the displayed service fee when scheduling or paying for a KLYPIST Service. KLYP reserves the right to change the Service Fees generally with 30-days advance notice, although if KLYP becomes aware of third-party charges or taxes, KLYP may at any time make these required changes and will provide Users adequate notice of any Service Fee changes before they become effective. Except for changes to government taxes, fee changes will not affect any previously booked appointments. Changes to taxes will be based on the date the taxing agency makes them effective.

1.6.3 SERVICE FEE RESPONSIBILITY

You are responsible for paying any Fees that you owe to KLYP. The applicable Service Fees (including any applicable Taxes) are collected by the KLYP Payments Provider. KLYP Payments will deduct Platform Fees from the Client Service Fee (as defined below) before remitting the payout to the KLYPIST. Except as otherwise provided, Service Fees are non-refundable.

1.7 KLYPIST'S TERMS (FOR SERVICE PROVIDERS)

1.7.1 TERMS APPLICABLE TO ALL PROFILES AND LISTINGS

1.7.1.1 PROFILE & SERVICE ACCURACY

When creating a Profile through KLYP you shall (i) provide complete and accurate information for both your KLYP Profile and the KLYPIST Services (such as listing description, location, and calendar availability), (ii) list any deficiencies, restrictions and requirements that apply (such as any minimum age, conditions that prevent a service from working or other requirements for services and (iii) provide other information requested by KLYP. You are responsible for keeping your Profile and KLYPIST Service information (including calendar availability) up to date at all times.

1.7.1.2 KLYPIST SETS PRICING

You are solely responsible for setting prices (including any taxes if applicable, or charges such as chemical fees) for your KLYPIST Service ("**KLYPIST Service Fee**"). Once a User requests your KLYP Service, you may not request that the Client pay a higher price than in the Service Fee listed at the time the Appointment was made, unless a triggering condition was previously disclosed. Additional KLYPIST Services may be added for an extra cost with Client approval.

1.7.1.3 KLYPIST SPECIFIC TERMS

Any terms and conditions included in your KLYPIST Services, in particular in relation to cancellations, shall not conflict with these Terms or the relevant cancellation policy for your Profile and Services.

1.7.1.4 PREFERRED PROVIDER PROGRAMS

KLYP may enable certain KLYPISTS to participate in **KLYP Preferred Provider Programs ("KPPP")**. KPPP enable KLYPISTS to promote or differentiate their Listings. You acknowledge that if you choose to participate in a KPPP, your ability to restrict your Profile to certain Clients may be limited. Details will be provided as part of the terms of the particular KPPP.

1.7.1.5 PHOTO/IMAGE ACCURACY

Pictures, animations or videos (collectively, "**Images**") used in your Profiles and reviews must accurately reflect the quality and condition of your location and KLYPIST Services. KLYP reserves the right to require that Profiles have a minimum number of Images of a certain format, size and resolution.

1.7.1.6 PLATFORM RANKINGS AND PLACEMENT

The placement and ranking of Profiles in search results on the KLYP Platform may vary and depend on a variety of factors, such as Client search parameters and preferences, KLYPIST requirements, price and calendar availability, number and quality of Images, customer service and cancellation history, Reviews and Ratings, type of KLYPIST Service, and/or ease of scheduling.

1.7.1.7 HONORING ACCEPTED APPOINTMENTS

When you accept or have pre-approved an appointment request by a User, you are entering into a legally binding agreement with the Client and are required to provide your KLYPIST Service(s) to the Client as described in your Listing when the appointment request is made. You also agree to pay the applicable KLYPIST Fee and any applicable Taxes. Frequent cancellations or failure to notify clients in a timely manner may be grounds for termination. KLYP may ask for supporting documentation for an untimely cancellation.

1.7.1.8 ADD-ON SERVICES

Add-on Services must be entered in KLYP in a timely fashion (prior to or during the time of rendering of the service optimally) to ensure proper client billing and payment.

1.7.1.9 PROVIDER INSURANCE

KLYP recommends that KLYPISTS obtain appropriate insurance. Please review any insurance policy carefully and be familiar with and understand any exclusions and deductibles that may apply. Prime subscribers enjoy insurance coverage for services provided through KLYP, including mobile services.

1.7.2 PROFILE & SERVICE LISTINGS

1.7.2.1 PRICING CONSISTENCY

Unless expressly allowed by KLYP, you may not list more than one price per service. A mobile and in-salon service are not considered the same service. It is also allowed to differentiate services by the length or complexity through different service listings.

1.7.2.2 SERVICE DEPOSITS (FUTURE FEATURE)

If KLYP offers you the ability to choose to require a deposit for a specific KLYP Service ("**Service Deposit**"), you must specify this in your Listing. KLYPISTS are not allowed to ask for a Service Deposit (i) after a Service/Appointment has been confirmed or (ii) outside of the KLYP Platform.

1.7.2.3 SERVICES LEGALLY COMPLIANT

You represent and warrant that any services you post and offer will (i) not breach any agreements you have entered into with any third parties or other agreements, and (ii) comply with all applicable laws, tax requirements, and other rules and regulations (including having all required permits, licenses and registrations). As a KLYPIST, you are

responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who work for or on your behalf.

1.7.2.4 CONDITION AT TIME OF SERVICE

KLYPISTS affirm that they will not provide services or operate any equipment including a vehicle when under the influence of any drug or medication that adversely impacts their capacity to control the equipment and to be in compliance with any legal requirements.

1.7.3 SUBSCRIPTIONS, FEES, PERIODS, DISCOUNTS AND CANCELLATION

1.7.3.1 KLYPIST SUBSCRIPTION & SERVICE FEES

KLYP subscription fees may be found on the subscription management page or KLYPIST Fees page. KLYP reserves the right to offer trials, discounts, and other special offers.

1.7.3.2 KLYP FEE DISCOUNTS

KLYP may offer trial, introductory, or other discounts.

1.7.3.3 PREMIUM SERVICES

Some KLYP premium third-party service offerings, like TaxBot and KLYPIST Insurance may not be available unless a minimum KLYPIST subscription fee is paid.

1.7.3.4 SUBSCRIPTION PERIODS & DISCOUNTS:

Subscriptions are available by the month. Discounts are available for prepayments for a defined term. Subscriptions will renew for the same duration unless KLYPIST modifies their subscription page in the app at least 2-business days before the scheduled payment. If you are unable to access that page you may contact [KLYPIST Solution Center](#) at least 2 business days before the planned payment date.

1.7.3.5 CANCELLATION-EFFECTIVE DATES

KLYPIST subscriptions renew on the anniversary day of the service beginning, e.g. if you started KLYP on the 25th your service period runs from the 26th to the 25th of each period. Service beginning on the 29th through 31st will be charged on the last day of the renewal month. The renewal month is the month the subscription period ends. In return for the discounted fee, KLYPIST agrees to the service period, such that a cancellation during the subscription period will be effective at the end of the subscription period. Changing your subscription type may reset your renewal date.

1.7.4 KLYPIST SHARED ACCESS

This is a reserved for future purposes.

1.8 TERMS SPECIFIC FOR CLIENTS

1.8.1 TERMS APPLICABLE TO ALL APPOINTMENTS

1.8.1.1 CLIENT/USER AGREEMENT TO PAY

Subject to meeting the requirements (such as completing a verification process) set by KLYP and/or the KLYPIST, you can book a KLYP Service available on KLYP through the appointment process. All applicable fees, including KLYP platform and service fees and any applicable taxes (collectively, “**Total Service Fees**”) will be presented to you prior to finalizing an appointment. You agree to pay the Total Fees for any Appointment for services booked through your KLYP Account, including add-on services you request.

1.8.1.2 CONFIRMED APPOINTMENTS BINDING AGREEMENT TO PAY FOR SERVICES

Upon Appointment confirmation from KLYPIST, a binding agreement is formed between you and your KLYPIST, subject to the KLYPIST’s terms and conditions, including any cancellation policy and any condition specified in the KLYPIST’s Service Listing. KLYP Payments will collect the Total Fees at the time of the Appointment or in limited situations upon the KLYPIST’s confirmation pursuant to the Cancellation Policy. An authorization may be made at the time of booking or after, this amount maybe for the service amount or a smaller amount. You agree that you will have adequate funds available to pay for your service through your selected payment method at the time of service and allow time for payment to process.

1.8.1.3 DELEGATED BOOKING (KLYPFAM)

If you book a KLYPIST Service on behalf of additional guests or another person books under KLYPFAM or other delegated authorization, you agree to ensure additional users accept the requirements set by KLYP and the KLYPIST, and are made aware of and agree to these Terms and any terms, rules, restrictions or conditions by the KLYPIST. If you schedule for a Client who is a minor, you represent and warrant that you are legally authorized to act on behalf of the minor. Some services may not be offered to minors.

1.8.1.4 GROUP PAYMENT TERMS OF SERVICE.

Reserved for future group payments options.

1.8.2 APPOINTMENTS & ADD-ON SERVICES

1.8.2.1 AUTHORIZED CONTACT

You understand that a confirmed Appointment for a KLYP Service (“**Appointment**”) authorizes a KLYPIST and KLYP to contact you as needed to facilitate the service(s), and if a mobile service to enter the location of service and agree that you have authority to authorize access.

1.8.2.2 ADD-ON SERVICES OR SERVICES REQUIRED BEFORE ANOTHER SERVICE CAN BE PERFORMED.

If you agree to additional KLYPIST Services, you understand and agree that the total cost may change to reflect any added services. In the event that a required condition or service(s) is(are) needed to complete your requested service, the required additional

service(s) generally will increase the cost of the services. The KLYPISTS Services Listing typically mentions requirements under service details.

1.8.3 KLYPIST'S SERVICES & APPOINTMENTS

1.8.3.1 SPECIAL CIRCUMSTANCES OR PRIOR REQUIREMENTS

You should carefully review the description and requirements, if any, of KLYPISTS Services you intend to schedule to ensure you (and any additional Users getting a service) meet any minimum age, conditions, or other requirements which the KLYPIST has specified in their Listing. At your sole discretion you may want to inform the KLYPIST of any medical or physical conditions, or other circumstances that may impact you and any additional guest's ability to participate in any KLYP Event or KLYPIST Service. Failing to notify your provider of these conditions could impact you and/or your cost. In addition, certain laws may also apply. You are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to your participation in a KLYPIST Service or KLYP Event.

1.8.3.2 KLYPIST REQUIREMENTS AND INSTRUCTIONS

Before and during a KLYPIST's Service you agree to at all times adhere to the KLYPIST's instructions.

1.8.3.3 EXTRA PERSONS OR SERVICES

KLYPISTS are not obligated to add additional services or individuals for a KLYPIST Service or KLYP Event unless the individual was added by you as an additional guest during the Appointment process and accepted through KLYP. In the event the KLYPIST agrees to add an additional service/person, you agree to pay for any added services in full.

1.8.4 KLYP CREDIT (FUTURE FEATURE)

KLYP Credit may be redeemed for KLYPIST Services or products via KLYP as specified in the KLYP Credit Terms and Conditions. You may only redeem KLYP Credits after the KLYP Credits show in your KLYP Account.

1.9 APPOINTMENT CHANGES, CANCELLATIONS AND REFUNDS, SOLUTION CENTER

1.9.1 APPOINTMENT CHANGES

KLYPISTS and Clients are responsible for Appointment changes they make via the KLYP Platform, including through KLYP customer service ("**Appointment Changes**"), and agree to pay any Fees and/or taxes associated with such Appointment Changes.

1.9.2 PROMPT NOTICE OF APPOINTMENT CHANGES

Clients that need to change or cancel an Appointment should make the Appointment Change as soon as possible. Clients can cancel a confirmed Appointment at any time according to the cancellation policy set by the KLYPIST. Unless special

circumstances exist, any portion of Fees due to the KLYPIST under the applicable cancellation policy will be remitted to the KLYPIST by KLYP Payments pursuant to the KLYP Payments Terms.

1.9.3 NO CANCELATION FEE FOR KLYPIST CANCELLATION

If a KLYPIST cancels a confirmed Appointment, the Client will not be charged a cancellation fee and will receive a full refund of any Service Deposit. In some instances, KLYP may allow the Client to apply the refund to a new Appointment, in which case KLYP Payments will credit the amount against the Client's subsequent Appointment at the Client's direction. Further, KLYP may publish an automated review for cancelled services by the KLYPIST indicating that an Appointment was cancelled. In addition, KLYP may (i) block the calendar for the service time as unavailable for the period of the cancelled Appointment, unless the KLYPIST has a valid reason for cancelling the Appointment pursuant to KLYP's Special Circumstances Policy or has legitimate safety concerns.

1.9.4 CANCELLATIONS FOR SAFETY REASONS

For KLYP Events and KLYPIST Services if weather or other conditions pose a safety risk to Clients, or if it prevents a KLYPIST from carrying out a Service that requires travel, KLYPISTS may cancel the KLYPIST Service. KLYPISTS may also cancel the KLYPIST Service if other conditions exist that would prevent the KLYPIST from offering the KLYPIST Service safely. Please advise KLYP in these situations.

For mobile services, Client assures roadways and access are safe and passable with a regular passenger vehicle.

1.9.5 KLYP'S RIGHT TO CANCEL

In some circumstances, KLYP may decide, in its sole discretion, that it is necessary to cancel a pending or confirmed Appointment and initiate corresponding refunds or payouts. This may be for reasons where KLYP believes in good faith, while taking the legitimate interests of both parties into account, that it is necessary to avoid harm or risk to KLYP, other Users, third parties or property, or for any of the reasons set out in these Terms.

1.9.6 SPECIAL CIRCUMSTANCES

If Client has a Special Circumstance, KLYP may determine, in its sole discretion, to refund or cancel the Client's service(s). These would be isolated events.

1.9.7 RIGHTS TO RECAPTURE OVERPAYMENT

If a Client or KLYP cancels a confirmed Appointment or a service is not performed, and the Client receives a refund and the KLYPIST is also paid, KLYP will be entitled to recover the net amount paid to the KLYPIST, including by subtracting such refund from future Payouts due to the KLYPIST.

1.9.8 ADJUSTMENTS AND SPECIAL SITUATIONS

Except as otherwise set out in these Terms, Users may use the [Solution Center](#) to send or request for a refund, additional KLYPIST Services or other claims related to Appointments. You agree to pay these amounts sent through the Solution Center in connection with your KLYP Account, and KLYP Payments will handle all such payments.

1.10 RATINGS AND REVIEWS

1.10.1 REVIEWS AND RATINGS ARE USERS'

Within certain time limits after completing an Appointment, Clients and KLYPISTS can share a review (“**Review**”) and/or a star rating (“**Rating**”) about their service experience. Ratings and Reviews reflect the opinions of individual Users and do not reflect the opinion of KLYP. Ratings and Reviews are not verified by KLYP for accuracy and may be incorrect or misleading. If you find a questionable review or rating, you may flag it for KLYP to perform a review by submitting a content review or contacting the [Solution Center](#).

1.10.2 ACCEPTABLE CONTENT REVIEWS

User’s Ratings and Reviews must be accurate and shall not contain offensive or defamatory content. Ratings and Reviews are subject both to Section 1.5 above and KLYP’s Content Policy. You may flag questionable content for review in the application or by contacting [Content Review at SolutionCenter@klypme.com](mailto:ContentReview@SolutionCenter@klypme.com).

1.10.3 NO MANIPULATION OF REVIEWS

All Users are prohibited from manipulating the Ratings and Reviews system in any manner, such as asking a third-party write a positive or negative Review about other Users.

1.10.4 RATINGS & REVIEWS ARE PUBLIC

Ratings and Reviews become part of a User’s public profile and may be accessed through other KLYP areas (such as a Listing) potentially with other material data such as number of Appointments, number of KLYPIST cancellations, average star rating, and other information.

1.11. USER DISPUTES OR DAMAGES

1.11.1 USERS LIABLE FOR DAMAGES CAUSED

Users are responsible to not cause harm or damage to the property, furniture, or fixtures. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite or bring to an appointment.

1.11.2 DAMAGE CLAIMS

If a User claims and provides evidence that you damaged personal or other property (“**Damage Claim**”), the User can seek payment from you through the [Solution Center](#). If a

KLYPIST escalates a Damage Claim to KLYP, you will be given an opportunity to respond. If you agree to pay the KLYPIST, or KLYP determines in its sole discretion that you are responsible for the Damage Claim you agree to pay for reasonable repairs or replacement. KLYP also reserves the right to otherwise collect payment from you and pursue any remedies available on behalf of the KLYPIST or Client for Damages. KLYP may also contact appropriate insurance to effect payment.

1.11.3 COOPERATION WITH INVESTIGATIONS OR INQUIRIES.

Users agree to assist and cooperate with KLYP in good faith, to provide KLYP with accurate information and take actions as may be reasonably requested by KLYP, in connection with a Damage Claim or other complaints or claims made by Users. A User shall, upon KLYP's reasonable request participate in mediation or a similar resolution process with another User, which process will be conducted by KLYP or a third party selected by KLYP or its insurer, with respect to losses for which a User is requesting payment under KLYPIST Insurance.

1.12. ROUNDING OFF

KLYP generally supports payment amounts that are payable from or to Clients or KLYPISTS to the smallest unit supported by a given currency.

1.13. TAXES

1.13.1 SALES AND OTHER TAXES

As a KLYPIST you are solely responsible for determining your obligations to report, collect, remit or include in your Service Fees any applicable sales taxes.

1.13.2 INCOME TAX REPORTING

Tax regulations require KLYP or the Payment Processor to collect and maintain appropriate tax information from KLYPISTS, or to withhold Taxes from payouts to KLYPISTS, or both. If a KLYPIST fails to provide us with the required documentation under applicable law (e.g., a tax number) that we determine is adequate to complete our obligation (if any) to withhold taxes from your payment, we reserve the right to withhold payouts for to the tax-relevant amount legally required, until resolved.

1.13.3 SUBJECT TO TAX AUTHORITY

You understand that a governmental agency, department and/or authority ("**Tax Authority**") where you perform services may require taxes to be collected and remitted to the Tax Authority. The laws in various jurisdictions vary, but these taxes may be required to be collected and remitted as a percentage of the Service Fees set by KLYPISTS.

1.13.4 SALES TAX COLLECTIONS & REMITTANCE

KLYP may decide for certain jurisdictions in its sole discretion to accommodate collection and remittance of Taxes from or on behalf of Clients or KLYPISTS, according to these Terms ("**Collection and Remittance**") if a jurisdiction asserts KLYP or KLYPISTS have a

sales tax collection and remittance obligation. In those jurisdictions where we decide to handle **(A) DCR**: Direct Collection and Remittance, you hereby authorize and instruct KLYP (via KLYP Payments) to collect taxes on your behalf as a KLYPIST at the time Service Fees are collected, and to remit these Taxes to the Tax Authority. In other jurisdictions **(B) PTTF** KLYP may decide in its sole discretion to collect Taxes and remit such Taxes to eligible and qualifying KLYPISTS, based on tax information supplied by the KLYPIST, for ultimate reporting and remittance by such KLYPIST to the Tax Authority (“**Pass-Through Tax Feature**” or **PTTF**). Such KLYPISTS using the PTTF shall be solely responsible for informing KLYP about the correct tax rate to collect from the Client under the applicable law and directly remitting all Taxes to the proper Tax Authority. KLYP does not assume liability for any failure of a participating KLYPIST to obey any tax reporting or remittance duties. The tax due, if any, collected and remitted by KLYP will be visible to and separately detailed all Users on their transaction documents. When KLYP facilitates Collection and Remittance, KLYPISTS shall not collect any Taxes collected by KLYP for Services rendered in that jurisdiction.

1.13.5 LIABILITY FOR SALES TAX

You accept that any and all claims or causes of action regarding KLYP's facilitating the Collection and Remittance of taxes does not extend to any supplier or vendor even if used by KLYP in connection with facilitation of Collection and Remittance. Clients and KLYPISTS understand that we may seek additional amounts as required by law from you if taxes collected and/or remitted don't fully discharge your obligations to the Tax Authority, and also agree that the sole remedy for taxes collected is a refund of taxes collected by KLYP from the respective Tax Authority subject to procedures and conditions of that Tax Authority.

1.13.6 RIGHT TO CANCEL TAX COLLECTIONS & REMITTANCES

KLYP reserves the right, with prior notice to KLYPISTS, to cease the Collection and Remittance in one or more jurisdictions for any reason at which point KLYPISTS and Clients are again solely responsible and liable to collect and/or remit any and all taxes that apply in that jurisdiction. KLYP will endeavor where possible to provide at least 30-days' notice and/or have the change effective with a filing period, e.g. month or preferably quarter-end.

1.14 PROHIBITED ACTIVITIES

1.14.1 COMPLIANCE WITH LAWS AND KLYP POLICIES

Users are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that result from using KLYP. During your use of KLYP, you agree you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our ToS;
- use the KLYP Platform or any Collective Content for commercial or any purpose that is not allowed under these Terms or in any manner that implies KLYP

endorsement, partnership or misleads in any way others about your affiliation with KLYP;

- store, copy or otherwise use or access information, including personally identifiable information about any other User, contained on the KLYP Platform in any way that is not within KLYP's Privacy Policy or these Terms or in any other way or manner that violates the privacy rights of Users or third parties;
- use the KLYP Platform to distribute any unsolicited commercial communication ("**Spam**");
- offer, as a KLYPIST, any services that you do not yourself provide through KLYP;
- unless under delegated or as a group service, book any Service if you will not actually be using the KLYPIST Services yourself;
- contact another User for a purpose beyond a question related to your own Appointment, a Service Listing, or the User's use of the KLYP Platform, specifically including, but not limited to, soliciting, recruiting or otherwise seeking any User to join another third-party service, application or website, without our prior written approval from KLYP;
- use KLYP to request, make or accept an Appointment independent of the KLYP Platform, to circumvent any fees or for any other reason;
- request, make, or accept any payment for services outside of the KLYP Platform or KLYP Payments. If you do, you acknowledge and agree and accept that you: (i) will be in breach of these Terms; (ii) assume all risks and responsibility for such payment, and (iii) hold KLYP harmless from any liability for such payment;
- harass or discriminate against anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or engage in any other violent, harmful, abusive or disruptive behavior;
- abuse or misuse any Service Listing associated with KLYP as determined by KLYP in its sole discretion.
- Copy, display, use, frame or mirror KLYP or any Collective Content, or other individual element from the KLYP Platform, KLYP's name, any KLYP trademark, logo or proprietary information, or the layout and design of any form or page within the KLYP Platform, without KLYP's express written consent;
- Harm, tarnish or otherwise dilute the KLYP brand in any way, this includes unauthorized use of Collective Content, registering and/or using KLYP or derivative terms in domain names, trade names, trademarks, or registering and/or using URLs, domain names, trade names, trademarks or other identifiers that closely imitate or are confusingly similar to KLYP domains, trademarks, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the KLYP Platform for any purpose;

- avoid, bypass, remove, deactivate, impair, descramble, or attempt to circumvent any KLYP technological measure used by KLYP or any KLYP vendor or service provider or other third party to protect or support the KLYP Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any software used to provide the KLYP Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the KLYP Platform;
- export, re-export, import, or transfer the Application except as authorized by United States law, the export control laws of your jurisdiction, and any other applicable laws; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

1.14.2 KLYP'S RIGHTS AND OBLIGATIONS

You acknowledge KLYP has no obligation to monitor User access to or use of KLYP by any User or to review, disable access to, or edit any User Content, but has the right to do so to (i) operate, secure and improve the KLYP Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Users' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to User Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Users agree to cooperate with and assist KLYP in good faith, and to provide KLYP with such information and take such actions that may be reasonably requested by KLYP in respect to any investigation undertaken by KLYP or KLYP's representative(s) regarding the use or misuse of KLYP.

1.14.3 INAPPROPRIATE CONDUCT

If you feel that any User you interface with, online or in person, is acting or has acted inappropriately, including but not limited to a User who (i) uses offensive, violent or sexually inappropriate words or behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to KLYP by contacting KLYP with your police station, reporting officer and the report number (as available). You agree that any report you make does not obligate KLYP to take any action (beyond that required by law, if any). You may request to block that user from viewing your profile or contacting you.

1.15 TERMINATION AND SUSPENSION MEASURES

1.15.1 EFFECTIVE DATE

This Agreement shall be effective from the date of your first use until it is replaced by an updated ToS which will automatically renew and continue this agreement.

1.15.2 USER TERMINATING AGREEMENT

You may terminate this Agreement at any time by sending KLYP an [email to SolutionCenter](#), unless otherwise requested the effective date will be the end of the

subscription term. If you cancel your KLYP Account as a KLYPIST, any confirmed Appointment(s) may be automatically cancelled, and your Clients will not be subject to late cancellation fees. If you cancel your KLYP Account as a Client, any confirmed Appointment(s) will be automatically cancelled, and any refund will depend upon the terms of the KLYPIST's cancellation policy. You may elect to stop using the KLYP service. Any fees for KLYP services performed after cancellation are still due under the terms at the time the service was scheduled.

1.15.3 KLYP TERMINATING AGREEMENT - NOTICE

Without limiting our rights specified below, KLYP may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address, unless the termination is for cause, as noted in 1.15.4.

1.15.4 ACCOUNT TERMINATION FOR CAUSE

KLYP may immediately, without notice, stop providing some or all access to the your account and/or the KLYP Platform if KLYP has reason to believe (i) you have materially breached your obligations under these Terms or the Payments Terms, (ii) you have violated applicable laws, regulations or third party rights, or (iii) KLYP believes in good faith that such action is reasonably necessary to protect the personal safety or property of KLYP, its Users, or third parties (for example in the case of fraudulent behavior or actions of a User.)

1.15.5 OTHER ACCOUNT ACTIONS

In addition, KLYP may take the following measures individually or in combinations (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms, the Stripe Payments Terms, our Policies or Standards, applicable laws, regulations, or third party rights, (iii) you have provided incomplete, outdated, inaccurate, or fraudulent information as part of the KLYP Account registration, Service Listing process or other Platform use thereafter, (iv) you and/or your KLYPIST Services at any time fail applicable quality or eligibility criteria, (v) you have repeated poor Ratings or Reviews which continue without improvement or KLYP otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you repeatedly cancel confirmed Appointments or fail to respond to Appointment requests without a valid reason or explanation, or (vii) KLYP believes in good faith that such action is reasonably necessary to protect the personal safety or property of KLYP, its Users, or third parties, or to prevent fraud or other illegal activity:

- refuse to correct or resolve any questionable Service Listings, Ratings, Reviews, or other User Content;
- cancel any pending or confirmed Appointments;
- limit your access to or use of the KLYP Platform;
- temporarily or permanently revoke any special status associated with your KLYP Account;

- temporarily or in case of severe or repeated offenses permanently suspend your KLYP Account and stop providing access to the KLYP Platform.

In case of minor breaches or issues and where appropriate, you will be given notice of any intended action by KLYP and an opportunity to respond and resolve the issue to KLYP's reasonable satisfaction.

1.15.6 ACCOUNT CLOSURE FOR CAUSE – CANCELLATION FEE IMPACT

If we take any of the measures described above (i) we may waive cancellation fees for confirmed Appointments that need to be cancelled, despite normal cancellation policies, and (ii) KLYPISTS are not entitled to compensation for appointments that are cancelled due to account closure.

1.15.7 ACCOUNT RESTORATION REVIEW

If your account is terminated, you are not entitled to a restoration of your KLYP Account or any of your User Content. If your access to or use of the KLYP Platform has been limited or your KLYP Account has been suspended or this Agreement has been terminated by us, you may not register a new KLYP Account or access and use the KLYP Platform through another users KLYP Account. You may request an Account Review by contacting the [Solution Center](#).

1.16. DISCLAIMERS

When you choose to use the KLYP Platform or Collective Content, you are doing so voluntarily and at your sole risk. The KLYP Platform and Collective Content is provided “as is”, without warranty of any kind, either express or implied.

You acknowledge that you had the opportunity you deemed needed to review and investigate all of KLYPIST Services, laws, rules, or regulations that apply to your Services and/or KLYPIST Services you may be receiving and you are not relying upon any statement of law or fact made by KLYP relating to a KLYPIST or Service.

If KLYP conducts identity verification or background checks on any User, to the extent permitted by applicable law, KLYP disclaims warranties of any kind, either express or implied, that such checks will identify prior misconduct by a User or guarantee that a User will not engage in misconduct in the future.

You agree that some KLYP Events, KLYPIST Services, delegated access or the Group Payment Service inherently carry risk, and by using such services, you choose to accept those risks voluntarily. For example, some KLYPIST Services may carry risk of chemical reactions, infections, or other result that might range from minor to serious and you freely and willfully accept those risks when choosing those KLYPIST Services. You accept responsibility for your choices before, during and after you utilize a KLYPIST Service, delegated/Family Account or the Group Payment Service. If authorize a delegated or minor account, you accept responsibility for that account throughout the duration of your KLYP Service, you agree to release and hold harmless KLYP from all liabilities and claims that arise in any way from any loss, harm or injury that occurs.

KLYPISTS enabling Autobooking need to monitor for new/incoming appointments to ensure they maximize both their income and customer satisfaction. Missing appointments can cause lower customer ratings and rankings.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

1.17. LIABILITY

You agree and accept that the entire risk arising out of your access to and use of the KLYP Platform and Collective Content, your publishing a Profile or Service Listing via the KLYP Platform, your experience with any service or Event or use of any other KLYPIST Service, use of the Group Payment Service, or interaction with other Users, in person or online, remains with you. Neither KLYP nor any other party involved in creating, producing, or delivering the KLYP Platform or Collective Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) from the use of or inability to use the KLYP Platform or Collective Content, (iii) from any communications, interactions or meetings with other Users or other persons with whom you communicate, interact or meet as a result of using any part of the KLYP Platform, or (iv) from publishing your profile or appointments or Service Listing, including the provision or use of a KLYPIST's Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not KLYP has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed in its essential purpose. Except for our obligations to pay amounts to applicable KLYPISTS pursuant to these Terms, in no event will KLYP's aggregate liability arising out of or in connection with these Terms and your use of the KLYP Platform including, but not limited to, from your publishing any Service Listings via the KLYP Platform, or from the use of or inability to use the KLYP Platform or Collective Content and in connection with any KLYP Service, the Group Payment Service, or interactions with any other Users, exceed the amounts you have paid or owe for Appointments via KLYP as a Client in the twelve (12) month period prior to the event giving rise to the liability, or if you are a KLYPIST, the amounts paid by KLYP to you in the twelve (12) month period prior to the event giving rise to the liability, or one hundred U.S. dollars (US\$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between KLYP and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

1.18. INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to release, defend (at KLYP's option), indemnify, and hold KLYP and its affiliates and subsidiaries, including but

not limited to, KLYP Payments, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Policies or Standards, (ii) your improper use of the KLYP Platform or any services, (iii) your interaction with any User, participation in a KLYP Event or other KLYPIST Service, participation in the Group Payment Service, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, service, participation or use, (iv) KLYP's Collection and Remittance of Taxes, or (v) your breach of any laws, regulations or third party rights.

1.19. DISPUTE RESOLUTION & MEDIATION

1.19.1 APPLICATION OF DISPUTE RESOLUTION

This Dispute Resolution and Mediation process shall apply when you use the KLYP Platform and/or KLYPIST Services in the United States.

1.19.2 DISPUTE RESOLUTION PROCESS OVERVIEW.

KLYP is committed to a consumer-friendly dispute resolution process.

When attempting to resolve a dispute, please understand that each KLYPIST owns their business and provides their services. In rare situations, chemicals and processes don't work as intended. Experience has shown that over 99% of concerns are able to be resolved between the Client and the KLYPIST. In the event that either side desires help, KLYP has a process to assist.

KLYP's Mediation process:

- (1) First the KLYPIST and Client attempt to resolve the concerns together. In the event this does not progress to a solution:
- (2) An informal mediation through KLYP's Solution Center Resolution Team is available, this internal process is free to both parties. These two steps cover virtually all situations successfully.
- (3) In the event that the prior steps fail to achieve a successful outcome, you agree that a third-party mediator, agreeable to all parties shall be selected to attempt to mediate a successful outcome. The parties agree to split costs for the mediation costs. Mediation maybe done via video conference or via written document submission.

Mediators must be neutral, and no party may unilaterally select a mediator; mediators must disclose any bias, interest in the result of the arbitration, relationship or other conflict of interest with any involved party.

Mediation is an effort to help the parties reach an agreement that both can live with and accept.

1.19.11 NO CLASS ACTIONS OR REPRESENTATIVE PROCEEDINGS.

Since KLYPISTS are each individual owners of their businesses and provide the services directly, setting prices, and all other terms and conditions. You and KLYP acknowledge and agree that, to the fullest extent permitted by law, we each waive the right to participate as a plaintiff or class User in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding as to all Disputes. Further, unless you and KLYP both otherwise agree in writing. We agree to not consolidate more than one party's claims.

1.19.12 SEVERABILITY.

Except as provided in Section 1.19.11, in the event that any portion of this Dispute Resolution Process is deemed illegal or unenforceable, such provision shall be severed and the remainder of Section 1.19 shall be given full force and effect.

1.19.13 CHANGES.

Notwithstanding the provisions of Section 3 ("Modification of these Terms"), if KLYP changes this Section 1.19 ("Dispute Resolution and Mediation") after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of KLYP's email to you notifying you of such change. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any dispute between you and KLYP (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and KLYP.

1.19.14 SURVIVAL.

Except as provided in Section 1.19.12 and subject to Section 1.15.8, this Section 19 will survive any termination of these Terms and will continue to apply even if you stop using the KLYP Platform or terminate your KLYP Account.

1.20 FEEDBACK

We welcome and encourage you to provide feedback, comments and suggestions for improvements to KLYP. You may submit Feedback by [emailing us](#), or through the [More Tab > Support section of KLYP](#). Unless specifically requested or noted, any Feedback you submit to us will be considered non-confidential. All feedback is considered non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

1.21 APPLICABLE LAW AND JURISDICTION

1.21.1 JURISDICTION: RESIDENCE IN UNITED STATES

If your country of residence or establishment is the United States, these Terms will be interpreted in accordance with the laws of the State of Utah and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings shall be brought in state or federal court in Salt Lake City, Utah, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in Salt Lake City, Utah.

1.21.2 RESIDENCE OUTSIDE OF THE UNITED STATES

Currently KLYP only operates within the United States, and KLYPISTS, are only accepted within the United States and its territories, so all services are provided under the laws and jurisdiction of the United States in the State of Utah.

1.21.3 RESERVED FOR FUTURE COUNTRY APPLICATIONS.

1.22 GENERAL PROVISIONS

1.22.1 TERMS OF SERVICE ARE COMPREHENSIVE

Except as they may be clarified, supplemented or expanded by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between KLYP and you pertaining to KLYP and services related to KLYP, and these supersede any and all prior oral or written understandings or agreements between KLYP and you in relation to the access to and use of the KLYP Platform of services.

1.22.2 NATURE OF RELATIONSHIP

No joint venture, partnership, employment, or agency relationship exists between you and KLYP as a result of this Agreement or your use of the KLYP Platform.

1.22.3 RIGHTS LIMITED TO DIRECT PARTIES

These Terms do not and are not intended to confer any rights or remedies upon any person other than the direct parties.

1.22.4 SURVIVABILITY AND SEVERABILITY

If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

1.22.5 FAILURE OR WAIVER OF ENFORCEMENT

KLYP's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

1.22.6 ASSIGNMENT OR TRANSFERABILITY

You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without KLYP's prior written consent. KLYP may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.

1.22.7 METHODS OF NOTICE

Unless specified otherwise, any notices or other communications to Users permitted or required under this Agreement, will be provided electronically and given by KLYP via email, KLYP Platform notification, or messaging service (including SMS).

1.22.8 FURTHER QUESTIONS

If you have any questions about these Terms please [email us](#).

KLYP, Inc
P.O. Box 661
Salt Lake City, UT 84110

Email:
SolutionCenter@klypme.com