#### **Terms and Conditions of Use**

Welcome to the website of The Beauty School Group LLC (the "Company"). By accessing or using this website, you agree to be bound by these Terms and Conditions of Use and all applicable laws.

### **Acceptance of Terms**

By accessing or using this website, registering for an account, purchasing any products or services, or uploading any content, you represent that you have read and understand these Terms of Use and agree to be bound by them.

### **User Generated Content**

If you submit, post, or upload any materials (such as photos, videos or written content) to this website, you represent and warrant that: (1) you are at least eighteen (18) years old; (2) you own or have permission to share such materials; (3) you grant the Company a perpetual, royalty-free, worldwide non-exclusive license to use, reproduce, publish, distribute, display and publicly perform those materials, in whole or part, in any manner or medium, now known or hereafter developed, for any purpose, including commercial purposes and advertising; (4) you grant the Company a perpetual, royalty-free, worldwide non-exclusive license and release to use your name and likeness in connection with such materials for any purposes, including commercial purposes and advertising.

Please choose carefully the materials that you submit to this website. Any material you post becomes public. You are responsible for your submissions and any liability that may result. You participate and post at your own risk. Any communication must be respectful. You may not submit abusive, vulgar, threatening, harassing, knowingly false, defamatory or obscene materials. You may submit materials one time only.

The Company may delete or modify any submissions in its discretion. The Company does not monitor or endorse third party content. The Company is not responsible for any loss or damage from third party content.

### **Visitor Behavior on Website**

You may not damage, impair, overburden or harm this website. You may not use this website for any unlawful, illegal, fraudulent or harmful purpose. You may not copy, store, host, transmit, send, publish or distribute any malware or unauthorized data from this website. You may not systematically collect data from this website without permission. You may not share proprietary information from online courses.

The Company may refuse access to this website to anyone violating these Terms.

### **Disclaimers**

This website and its content are provided "as is" without warranties of any kind. The Company disclaims all warranties, expressed or implied, including warranties of merchantability, fitness for purpose, and non-infringement. The Company is not liable for damages arising from the use of this website.

This website is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, financial advisor, or medical professional. You should consult with a professional if you have specific questions about your own unique situation.

## **Limitation of Liability**

The Company shall not be liable for any damages arising from the use of this website or its content. This limitation applies regardless of the legal theory under which damages are sought.

#### Indemnification

You shall defend and indemnify the Company against any losses or damage resulting from your violation of these Terms or use of this website. This includes any liability, costs, losses, or damages arising from your submissions, posts or communications.

## **Applicable Law**

These Terms shall be governed by the laws of the State of Georgia. Any disputes relating to these Terms or this website shall be subject to the exclusive jurisdiction of the courts located in Fulton County, Georgia.

# Severability

If any provision of these Terms is invalid or unenforceable, the remaining provisions shall still be enforceable to the fullest extent permitted by applicable law.

## **Entire Agreement**

These Terms constitute the entire agreement between you and the Company relating to use of this website.

# **Updated November 2, 2023**