

Terms of Service for Clients

These Terms of Service (the "Terms of Service") govern the use of the internet-based and mobile services offered by GLAMSETTERS LLC. (the "Company," "Glamsetters," "we" or "us") at and through the website Glamsetters.com (the "Website") and through mobile applications (such services, applications and the Website are collectively referred to as the "Services"). Any reference to these Terms of Service shall include and mean a reference to all such incorporated policies, guidelines, programs, schedules and processes. In the event of a conflict between these Terms of Service and any other terms posted on the Website, the terms of these Terms of Service shall govern, and in the event of a conflict between these Terms of Service and the End User License Agreement in mobile applications (the "EULA"), the terms of the EULA shall govern.

Our [Privacy Policy](#) explains how we collect and use information that's submitted to the Services. By using the Services, you are indicating that you've read the [Privacy Policy](#) and agree to its terms.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN GLAMSETTERS AND YOU, WHICH GOVERNS YOUR USE OF THE SERVICES. YOUR USE OF THE SERVICES CONSTITUTES YOUR FULL ACCEPTANCE OF AND AGREEMENT TO ANY AND ALL OF THE TERMS AND CONDITIONS IN THESE TERMS OF SERVICE AND YOUR REPRESENTATION THAT YOU ARE 18 YEARS OF AGE OR OLDER. IF YOU OBJECT TO ANYTHING IN THESE TERMS OF SERVICE, YOU ARE NOT PERMITTED TO USE THE SERVICES.

If you are accepting these Terms of Service and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant to Glamsetters that you have full power and authority to do so.

We may, in our sole discretion, make changes to these Terms of Service from time to time and recommends that you review the Terms of Service on a regular basis as posted on Glamsetters website. You understand and agree that your continued use of the Services after the Terms of Service have changed constitutes your acceptance of the revised Terms of Service. If you do not agree to any changes, you must stop using the Services.

Your use of, and participation in, certain Services may be subject to additional terms ("**Supplemental Terms**") and such Supplemental Terms will either be listed in this Agreement or will be presented to you for your acceptance when you sign up to use the supplemental Service. If this Agreement is inconsistent with the Supplemental Terms, the Supplemental Terms will control with respect to the service with which it applies.

The Glamsetters Services

Glamsetters is a platform that connects stylists and other beauty professionals (collectively or individually, "Professionals") providing hair, beauty and other health and wellness services ("Beauty Services") with clients seeking such services ("Clients" or "you"). The Professionals and Clients are both users of the Services provided by Glamsetters and are hereinafter referred to collectively as "Users."

Glamsetters solely provides a platform for Professionals and Clients to connect and serves only as a intermediate to facilitate the provision of Beauty Services. Glamsetters does not provide or contract for Beauty Services, and Professionals and Clients contract independently for the provision of Beauty Services.

Each Client is solely responsible for selecting the Professional, the Beauty Services to be provided and the location at which Beauty Services will be performed, whether on the premises of a Professional or at a site designated by the Client. Any decision by a Client to receive Beauty Services or by a Professional to provide Beauty Services is a decision made in such person's sole discretion and at their own risk. All Users understand and acknowledge that (i) the Company does not conduct background checks on Clients and (ii) any provision of Services in a private location inherently increases the risks involved for both Clients and Professionals.

Glamsetters does not have control over the quality, suitability, reliability, timing, durability, legality, failure to provide, or any other aspect whatsoever of any Beauty Services provided by Professionals nor of the integrity, responsibility or any of the actions or omissions whatsoever of any Professionals or Clients. Glamsetters makes no representations or warranties whatsoever with respect to Beauty Services offered or provided by Professionals or requested by Clients through use of the Services, whether in public, private, or offline interactions, or about the accreditation, registration or licensing of any Professional. You understand that Glamsetters does not routinely screen its Users, investigate into the background of its Users or attempt to verify information provided by any User. Glamsetters does not verify or confirm that any User is who they claim to be or is accurately representing themselves and does not verify or confirm any representations with respect to Beauty Services on the Services. Glamsetters does not assume any responsibility for the accuracy or reliability of this information or any information provided through the Services. Notwithstanding the foregoing, Glamsetters may, but is not obligated to, check the background and experience of Professionals via a third-party background check services and first party interviews, including but not limited to a verification of identity and a criminal background check, and may terminate or refuse participation of a Professional based on any information discovered during such background checks and first party interviews. Whether or not Glamsetters conducts a background check or first party interview on a Professional, each Client must decide whether a Professional is suited to such Client's needs and should exercise caution and common sense to protect their personal safety and property, just as they would when interacting with anyone whom they do not know. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES AND YOU HEREBY RELEASE THE COMPANY AND ITS AFFILIATES OR LICENSORS FROM ANY LIABILITY RELATED THERETO. COMPANY AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE SERVICES.

Fees and Payment

Glamsetters charges Clients a 2% booking fee and Professional a 10% booking fee for each appointment booked in order to cover the operational costs of providing a smooth booking experience. We charge a booking fee whether the appointment is booked by you or by the applicable Professional. **If the appointment is booked by a Professional, you will receive an email confirmation with the booking fee listed if your email is provided.**

Some Professionals may require you to enter credit card or other payment information, and such Professionals may charge fees for reservations, including cancelled and missed appointments. The Professionals are only allowed to do so in accordance with any policy posted on such Professional's Glamsetters page at the time of your booking. By entering your payment information when requested, you authorize Glamsetters and its payment processors to charge and process the fees and charges assessed in connection with your reservations in accordance with the policy described on the

Professional's Glamsetters page at the time of your booking. While Glamsetters takes reasonable efforts to ensure secure transmission of your information to third parties who process payments, Glamsetters is not responsible for any fees or charges assessed by third parties or any errors in the processing of payments by third parties, including any errors that result from third-party negligence, improper transmission of payment information, your mistaken submission of payment information, or your submission of erroneous payment information.

If you cancel or don't show up for an appointment, your credit card may still be charged in accordance with the cancellation policy of the Professional posted on such Professional's Glamsetters page at the time of your booking, at the Professional's discretion. Glamsetters facilitates the payment transaction per these Terms between you and each Professional but is not responsible for mediating any resulting disputes. Glamsetters has no obligation to provide refunds or credits, but may grant them in extenuating circumstances, at the sole discretion of Glamsetters.

Although the Services are intended to provide a Professional's availability in real-time, it is possible that a scheduling conflict may occur that requires the Professional to reschedule your reservation. Creation of a reservation using the Services is not a guarantee that the Professional will honor the reservation as scheduled. Glamsetters cannot guarantee availability of the Services to any User.

Glamsetters does not independently confirm that Professionals are licensed to perform the Beauty Services offered by them on our Website. However, when Professionals create accounts with Glamsetters, Professionals certify to Glamsetters that they are a licensed professional, or if the Professional is a salon, merchant or other business entity, all of such Professional's employees, independent contractors or agents who are providing Beauty Services each are a licensed professional, that they are legally able to provide the Beauty Services they offer to Clients on our Website, and that their business information is correctly represented on Glamsetters. Glamsetters reserves the right to remove or hide any incorrect, out of date, or illegal information from profiles, as well as remove or hide the entire profile itself at any time.

Payment Processing Services

Glamsetters Role

The Services allow Clients to pay and Professionals to accept payments for Beauty Services, including Card-based payments initiated with Credit Cards. Glamsetters is not a bank and does not offer banking services as defined by the United States Department of Treasury. Glamsetters facilitates the processing of payments Professionals receive from Clients. This means that we collect, analyze and relay information generated in connection with these payments.

Authorization

You authorize us to process payments in accordance with the Services, using the payment information you have supplied. Users of the Service will be required to provide their credit card or bank account details to Company and its credit card processor.

Within 24 hours after you receive a Beauty Services, if payment was not already been completed, you agree to authorize the Company to provide your payment details to the credit card processor for processing of payments, out of pocket expenses owed to a Professional, any tip or gratuity, if applicable, and the service fees and/or booking fees owed to Company for the use of the Service.

Third Party Payment Service Provider

Users will be required to provide their credit card or bank account details to the Company and/or the credit card processor. As a condition of Glamsetters enabling payment processing services through the credit card processor, you agree to provide Glamsetters accurate and complete information about you and/or your business, and you authorize Glamsetters to share it and transaction information related to your use of the credit card processor services.

Users may be required to register with the credit card processor, agree to a credit card processor Account Agreement and the Terms of Service of the credit card processor and go through a vetting process at the request of the credit card processor to set up their account with the credit card processor. Please note that the Company is not a party to the credit card processor Agreement and that you, the credit card processor and any other parties listed in the credit card processor Agreement are the sole parties to the credit card processor Agreement and that Glamsetters has no obligations or liability to any User under the credit card processor Agreement.

Unauthorized or Illegal Use

We may decide not to authorize or settle any transaction that you submit to us if we believe in our sole discretion that the transaction is in violation of these Terms of Service or any other Glamsetters agreement, or that it exposes Professionals, other Glamsetters Users, the credit card processor or Glamsetters to harm. We may suspend or terminate your access to and use of the Services (or any portion thereof) at any time without notice if we believe (a) that any activity or use of Services in connection with your account violates this Agreement, the intellectual property rights of a third party or applicable laws, or is otherwise disruptive or harmful to Glamsetters or any third party, (b) that we are required to do so by law, or (c) where the Parties do not agree on the use of a sub-processor.

Accepted Cards

Glamsetters works with any US-issued and most non-US issued credit, debit, prepaid, or gift cards ("Cards") with a Visa, MasterCard, American Express, or Discover logo. We may remove or add Cards that we accept at any time without prior notice. We will generally only process Cards that receive an authorization from the applicable Network and Card issuer.

Glamsetters Fees

If applicable, you agree to pay the applicable fees listed on our Fee Schedule available at www.glamsetters.com, for use of the Services ("Fees"). Subject to the terms of these Terms of Service, we reserve the right to change our Fees immediately upon notice. You must agree to the change in Fees to continue to use the Services. To withdraw your consent, you will need to close your Account if established, and immediately stop the use of Services provided by Glamsetters. All balances and all Fees, charges, and payments collected or paid through the Services are to be made in US dollars.

Customer Care

Professionals, as a separate entity from Glamsetters, are solely responsible for all customer service issues relating to such Professional's goods or services, including without limitation, any Beauty Services, pricing, order fulfillment, order or appointment cancellation, returns, refunds and adjustments, rebates, functionality and warranty, and feedback concerning experiences with such Professional, any personnel,

their policies or processes. As between Clients and Glamsetters, Glamsetters is solely responsible for customer service issues relating to any Account, payment, Card processing, debiting or crediting.

Use of Services; Limitations and Changes to the Services.

We may change, modify, suspend, or discontinue all or any part of the Services at any time, with or without reason. You acknowledge that the operation of the Services may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors and Glamsetters shall not be responsible to you or others for any such interruptions, errors or problems or an outright discontinuance of the Services. Glamsetters has no obligation to maintain or update the Services or to continue producing or releasing new versions of the Services.

Proprietary Rights

Glamsetters or its affiliates own all right, title and interest in and to the Services, the Glamsetters Data and Aggregated Data, including, without limitation, all intellectual property rights therein. Subject to the limited rights expressly granted to you under this Agreement, Glamsetters and its affiliates reserve all rights, title and interest in and to the Services, the Glamsetters Data and Aggregated Data, including, without limitation, all related intellectual property rights. As between you and Glamsetters, all Glamsetters Marks are owned by Glamsetters or its affiliates. You agree not to display or use any Glamsetters Marks in any manner without Glamsetters express prior written permission. Any trademarks, service marks and logos associated with a Third-Party Offering may be the property of the third party provider, and you should consult with their trademark guidelines before using any of their marks. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide the following information to the Company's copyright agent via email to copyright@Glamsetters.com or by mail to Glamsetters, LLC, 9028 Grand Prix Lane, Boynton Beach, FL 33472

The Company reserves the right to send Clients a newsletter from time to time if they opt-in to receiving one. This communication will be highly targeted based on how each Client uses Glamsetters and will be designed to inform Clients of how to get more value from the Services. By agreeing to these Terms of Service and using such tools, each Professional represents that it has permission from each Client to send SMS and email notifications and that each Professional takes full responsibility for adhering to each Client's preference with respect to such notifications. As part of the Services, the Company may send SMS messages to Users concerning product developments, marketing communications, and other information regarding the Services. The Company may also send SMS messages to Users regarding upcoming appointments and other reminders using a short code text messaging service. BY SIGNING UP FOR THE SERVICES AND PROVIDING US WITH YOUR WIRELESS NUMBER, YOU CONFIRM THAT YOU WANT GLAMSETTERS TO SEND YOU INFORMATION WE THINK MAY BE OF INTEREST TO YOU, WHICH MAY INCLUDE GLAMSETTERS USING AUTOMATED DIALING TECHNOLOGY TO TEXT YOU AT THE WIRELESS NUMBER YOU PROVIDED, AND YOU AGREE TO RECEIVE COMMUNICATIONS FROM GLAMSETTERS. You understand that you are not required to provide this consent as a condition of using our Services and may opt out of receiving autodialed text messages from Glamsetters at any time.

If you have any questions regarding privacy, please read our [Privacy Policy](#).

Disclaimers

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. YOU ARE FULLY AND SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS AND YOU AGREE THAT IT IS SOLELY YOUR RESPONSIBILITY TO TAKE REASONABLE PRECAUTIONS YOU FEEL NECESSARY IN ALL ACTIONS AND INTERACTIONS WITH OTHER PROFESSIONALS AND CLIENTS AND IN THE PROVISION OR RECEIPT OF BEAUTY SERVICES. GLAMSETTERS IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES. GLAMSETTERS IS UNDER NO OBLIGATION TO, AND DOES NOT ROUTINELY, SCREEN ITS USERS, INQUIRE INTO THE BACKGROUND OF ITS USERS OR ATTEMPT TO VERIFY INFORMATION PROVIDED BY ANY USER. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR DISPUTES BETWEEN YOU AND OTHER USERS.

IT IS POSSIBLE FOR OTHERS TO OBTAIN PERSONAL INFORMATION ABOUT YOU DUE TO YOUR USE OF THE SERVICES OR BEAUTY SERVICES, AND THAT THE RECIPIENT MAY USE SUCH INFORMATION TO HARASS OR INJURE YOU. WE ARE NOT RESPONSIBLE FOR THE USE OF ANY PERSONAL INFORMATION THAT YOU DISCLOSE ON THE SERVICES OR THROUGH THE SERVICES. YOU UNDERSTAND THAT IN USING THE SERVICES, SENSITIVE INFORMATION WILL TRAVEL THROUGH THIRD-PARTY INFRASTRUCTURE THAT IS NOT UNDER GLAMSETTERS'S CONTROL (SUCH AS THIRD-PARTY SERVERS). GLAMSETTERS MAKES NO WARRANTY WITH RESPECT TO THE SECURITY OF SUCH THIRD-PARTY INFRASTRUCTURE. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GLAMSETTERS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

GLAMSETTERS MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS,(II) THAT YOUR ACCESS TO OR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, (III) THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED, OR (IV) THAT THE SERVICES OR ANY SERVER THROUGH WHICH YOU ACCESS THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

GLAMSETTERS MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE QUALITY, SUITABILITY, RELIABILITY,TIMING, DURABILITY, LEGALITY, OR ANY OTHER ASPECT OF BEAUTY SERVICES OFFERED OR PROVIDED BY PROFESSIONALS OR REQUESTED BY CLIENTS THROUGH USE OF THE SERVICES WHETHER IN PUBLIC, PRIVATE, OR OFFLINE INTERACTIONS OR ABOUT THE ACCREDITATION, REGISTRATION OR LICENSE OF ANY PROFESSIONAL.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

Limitation of Liability and Release

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GLAMSETTERS OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR BODILY INJURY OR EMOTIONAL DISTRESS AND DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES CAUSED, OR

ALLEGED TO BE CAUSED, BY THE TRANSMISSION OF CARDHOLDER DATA PRIOR TO ITS ENCRYPTION AND RECEIPT BY SERVER(S) OWNED OR CONTROLLED BY GLAMSETTERS. THE EXCLUDED DAMAGES WILL INCLUDE, WITHOUT LIMITATION, DAMAGES RESULTING FROM FRAUD, EMBEZZLEMENT, THEFT, IDENTITY THEFT, OR INVASION OF PRIVACY. (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) BEAUTY SERVICES FACILITATED BY THE SERVICES OR ANY INTERACTIONS BETWEEN USERS, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL VIOLENCE, AND DESTRUCTION OF PERSONAL PROPERTY) OR ANY DISPUTE WITH ANY USER; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; (IV) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF THE SERVICES OR YOUR DATA OR TRANSMISSIONS; OR (V) ANY OTHER MATTER RELATING TO THE SERVICES.

It is understood that some jurisdictions may not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, if this is the case, some of the above limitations may not apply to you.

GLAMSETTERS EXPRESSLY DISCLAIMS ANY LIABILITY THAT MAY ARISE BETWEEN USERS RELATED TO OR ARISING FROM USE OF THE SERVICES. GLAMSETTERS IS NOT INVOLVED IN THE ACTUAL INTERACTIONS BETWEEN PROFESSIONALS AND CLIENTS OR IN THE PROVISION OF ANY BEAUTY SERVICES, YOU HEREBY RELEASE AND FOREVER DISCHARGE GLAMSETTERS AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSORS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES (ACTUAL OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, WHETHER KNOWN OR UNKNOWN, CONTINGENT OR LIQUIDATED, ARISING FROM OR RELATED TO ANY DISPUTE OR INTERACTIONS WITH ANY OTHER USER, WHETHER ONLINE OR IN PERSON, WHETHER RELATED TO THE PROVISION OF BEAUTY SERVICES OR OTHERWISE.

Indemnification

You agree to indemnify, defend, and hold harmless Glamsetters or its affiliates, officers, employees, agents, partners and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including but not limited to attorney's fees) arising from or relating to: (i) your use of and access to the Services; (ii) Beauty Services facilitated by the Services or any interaction between you and another user; (iii) your violation of any term of these Terms of Service; (iv) your violation of any rights of a third party, including without limitation any copyright, intellectual property, or privacy right; or (v) any third-party claims or damages relating to death, personal injury or emotional distress arising from or related to use of the Services. This defense and indemnification obligations will survive the termination of these Terms of Service and your use of the Services. If we are sued by another party as a result of something you've done, you'll cover the costs.

Dispute Resolution

Informal Negotiations

If you have any dispute with Glamsetters arising out of or relating to these Terms of Service, you agree to notify Glamsetters in writing with a brief, written description of the dispute and your contact information, and Glamsetters will have thirty (30) days from the date of receipt within which to attempt resolve the

dispute to your reasonable satisfaction. If the Parties are unable to resolve the dispute through good faith negotiations over such thirty (30) day period under this informal process, either Party may pursue resolution of the dispute in accordance with the arbitration agreement below. **Glamsetters's address for such notices is Glamsetters, LLC, 9028 Grand Prix Lane, Boynton Beach, FL 33472.**

Binding Arbitration

If you and Glamsetters are unable to resolve a Dispute through informal negotiations, all claims arising from use of the Services, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND GLAMSETTERS AND YOU EACH HEREBY WAIVE THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules and Mediation Procedures (currently accessible at <https://adr.org>) as amended by this Agreement. Any arbitration hearing will be held in Palm Beach County, Florida. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof.

Governing Law

You and Glamsetters agree that, other than as set forth under the subsection entitled "Waiver of Right to be a Plaintiff or Class Member in a Purported Class Action or Representative Proceeding" in as outlined above, if any portion of "Dispute Resolution" is found illegal or unenforceable, that portion will be severed and the remainder of these Terms of Service will be given full force and effect. Notwithstanding the foregoing, if the subsection entitled "Exceptions to Alternative Dispute Resolution" is found to be illegal or unenforceable, neither you or Glamsetters will elect to arbitrate any Dispute falling within that portion of that subsection that is found to be illegal or unenforceable and such Dispute will be decided by a court of competent jurisdiction within Palm Beach County Florida, and you and Glamsetters agree to submit to the personal jurisdiction of that court. Except as expressly provided otherwise, these Terms of Service are governed by, and will be construed under the laws of the State of Florida, without regard to choice of law principles. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, the enforceability of "Dispute Resolution" shall be governed by the Federal Arbitration Act (9 U.S.C., Sec. 1-16).

Privacy

Our collection of data and information via the Services from Users and others is subject to our [Privacy Policy](#), and is incorporated herein (the "Privacy Policy"). You understand that through your use of the Services, you consent to the collection and use (as set forth in the [Privacy Policy](#)) of such data and information.

Security

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However,

we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.