



Beauty Stations partner terms

Introduction

Key Terms

Our summary uses capitalised terms which are defined in the **Partner Terms of Business**. We've summarised some key terms here, but the full version is authoritative.

Beauty Stations Platform means www.beautystations.net and our Beauty Stations app(s).

Beauty Stations Platform Services means the provision of access to the Beauty Stations Platform, Beauty Stations Business Software, Online Partner Profile and Beauty Stations Widget.

Beauty Stations Services means the Beauty Stations services set out at www.beautystations.net.

Beauty Stations Business Software means <https://partners.beautystations.net> and the Beauty Stations Partner app.

Beauty Stations Widget means our partner web interface within our Beauty Stations Business Software, which you can embed on your own website and social media.

Beauty Stations Booking Services means appointment booking services we offer through our Beauty Stations Platform or Beauty Stations Widget.

Beauty Stations Payment Services means payment services we offer through our Beauty Stations Platform and Beauty Stations Widget or through devices you can purchase from us.

Beauty Stations Subscription Services means the provision of access to the Beauty Stations Platform Services and any Additional Services that Beauty Stations may in its discretion choose to provide in return for payment of the Beauty Stations Subscription Fee from time-to-time.



We are responsible for letting people make **Beauty Stations Bookings with Online Payments**. You appoint us as your commercial agent under these Partner Terms of Business so we can do this for you.

For **Beauty Stations Bookings with Online Payments**, we will collect payments from Clients on your behalf. When a Client pays Beauty Stations, this discharges that Client's debt to you.

For **Pay Cash In-Store Bookings**, we will either deduct our Service Fees, if applicable, from what we owe you or, if we are unable to do so, we will set out the amount you owe us in your Invoice Statement.

Unless otherwise stated in this Agreement, we will send you an Invoice Statement once a month, which will set out what we owe you, what you owe us (e.g. Service Fees and any other applicable fees or charges) and the resulting balance (whether you owe us, we owe you or the balance is settled). For the avoidance of doubt, the Partner (and not Beauty Stations) is responsible in the event of a chargeback and Beauty Stations will set out the amount you owe us in your Invoice Statement.

If **we owe you**, we will pay this amount to your bank account.

If **you owe us**, we will charge the credit card you supplied on the Beauty Stations Business Software. If we are unable to collect your outstanding balance using this method, we will notify you and you will be required to pay your full outstanding balance within 7 days.

If the balance is settled, we will explain on the Invoice Statement that nothing further is needed.

If you have any issues with paying your outstanding balance within the required timeframe, please get in touch as soon as possible.

We may pause or stop access to the Beauty Stations Business Software or to the Beauty Stations Platform if you are behind on payments.

If you have an outstanding balance and fail to pay or terminate your use of the Beauty Stations Services, payment of your full outstanding balance will become due and payable immediately, including for any chargebacks. Failure by you to pay outstanding sums on or before the due date for payment will mean that Beauty Stations may charge to the Partner the following:



- Interest at an annual rate equal to five (5) percent above the applicable official benchmark interest rate from time to time, which shall accrue daily both before and after any judgement and shall be compounded quarterly; and
- the cost of obtaining judgment or payment, including all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure.

What is covered in these terms

These are the **Beauty Stations Partner Terms of Business** (which is also referred to as the **Agreement**). Beauty Stations and Partner may each be referred to as a "**party**", or together as "**parties**".

We provide a booking platform called the **Beauty Stations Platform**, where you can advertise your Partner Services to a range of potential customers. As part of the Beauty Stations Platform, Partners have a license to use our business management software which comes with a broad range of features.

We offer **Beauty Stations Booking Services**, which enables you to manage Client calendar bookings, including with multiple staff and locations, and to manage product inventory.

We also offer additional services, which include more advanced features, including online booking, appointment booking software, payment services, marketing and messaging support and professional services.

You are responsible for the **Partner Services** which you provide to Clients, and the contract for those Partner Services is between you and the Client. **We are in no way liable to Clients for the Partner Services they receive from you.**

You have a number of obligations to Beauty Stations in return for receiving the Beauty Stations Services. These are set out in detail in the full version, but some important ones are as follows:

You agree to process and supply the Partner Services to the highest industry standards.

You must ensure that you have all licenses, consents, permits, qualifications, authorities and insurances that are required for you to perform the Partner Services.



In respect of **Pay Cash In-Store Bookings**, Beauty Stations is solely a technology provider and does not act as a commercial booking agent. Clients and Partners can cancel Pay Cash In-Store Bookings until the appointment time, and no contract is created between the Client and the Partner until the appointment takes place.

Confirmation and reminder emails will be sent to Clients via the **Beauty Stations Business Software** on behalf of the Partner for each Beauty Stations Booking.

However, the Partner is responsible for providing the Partner Services to the Client and handling any cancellations or rescheduling directly with the Client or via the Beauty Stations Business Software itself. Beauty Stations has no further involvement in the Pay Cash In-Store Bookings process and solely provides the technology to facilitate Pay Cash In-Store Bookings to be made.

You must offer your Partner Services through the **Beauty Stations Widget** at the same prices you offer on your own website. You may offer lower prices or special offers to closed groups of individuals (both online and offline) directly in your salon and on alternative online sales platforms.

You must ensure that all information supplied to your **Online Partner Profile** is accurate, not misleading and legally compliant.

Your cancellation and rescheduling terms regarding Beauty Stations Bookings must comply with the **Beauty Stations Terms of Service** and applicable consumer law.

You must at all times provide the Partner Services as set out in these Partner Terms (including any supplemental terms you provide to Clients).

How you can reach us

If you want to talk to us, please get in touch with our team, and we'd be happy to help:

- **Email:** support@beautystations.net

Post: Attention Beauty Stations, Beauty Stations, 8223 Al-Sulai District - Lane 64 - Building No. 3951, Riyadh, Kingdom of Saudi Arabia.



Age requirements

You must be at least the age of majority or older in your jurisdiction of residence in order to use the **Beauty Stations Services**. If you live in a country or area that limits the use of the Beauty Stations Services because of your age or restricts the ability to enter into contracts such as this one due to age, you must abide by such age limits, and you must not use the Beauty Stations Services, or only do so with your parent or legal guardian's permission. Please have your parent or legal guardian read these terms with you.

If you are a parent or legal guardian, and you allow your child or dependant to use these **Beauty Stations Services**, then these terms apply to you, and you are responsible for your child's or dependant's activity on the **Beauty Stations Platform**.

Your relationship with Beauty Stations

The following terms define your relationship with **Beauty Stations** and give you permission to use all **Beauty Stations Services** if you agree to the following terms, which explain how the Beauty Stations business works and how we partner with you.

What you can expect from us

Beauty Stations provides **Beauty Stations Services** to enable you to manage Client calendar bookings, including but not limited to: multiple staff and locations and managing product inventory and vouchers.

In consideration of Partner's payment of the Service Fees and the Partner performing all of its obligations under this Agreement, Beauty Stations shall provide the applicable **Beauty Stations Services** to the Partner, as further described in this section.

The Partner understands and acknowledges that Beauty Stations is a commercial booking agent and does not provide the Partner Services to the Client. The contract for the Partner Services is between the Partner and the Beauty Stations Client, and as a result, it is the Partner's responsibility, if the Partner is registered for indirect taxes, to charge indirect tax on the total value of the Beauty Stations Booking and to provide a tax receipt to the Client, if requested. Beauty Stations only charges indirect tax to the Partner on the Service Fees, in consideration for the provision of the Beauty Stations Services.



In the event of fraudulent or alleged fraudulent activities by the Partner or if Beauty Stations is required by law, court order, governmental instruction, arbitrational decision or by its cancellation policy to make a refund of all or part of a Beauty Stations Booking, Beauty Stations reserves the right to claim a repayment from the Partner of any amount required to be repaid by Beauty Stations to the Client and for any Bank Charges relating thereto.

Beauty Stations Platform Services

In this section the following terms have the following definitions:

"Authorised User" means your employees, representatives, consultants, contractors or agents who are authorised by you to use the Beauty Stations Platform Services and have been supplied user identifications and passwords.

"Content" means the audio and visual information, documents, or software, contained or made available to you using the Beauty Stations Platform Services.

"User Documentation" means any documentation provided or made available by Beauty Stations setting out instructions regarding the configuration or other use of the Beauty Stations Platform Services, in the form of online resources.

Your use of the Beauty Stations Platform Services

In consideration for entering into this Agreement Beauty Stations hereby grants you a non-exclusive, non-transferable, right to allow you and your Authorised Users to use the Beauty Stations Platform Services from the Effective Date until suspension or termination of this Agreement in accordance with its terms, solely for your internal business purposes and subject to the terms and conditions of this Agreement. In particular, your access to the Beauty Stations Platform Services may be suspended if you fail to pay any Service Fees, including applicable Subscription Fees due to Beauty Stations.

To the extent enabled by Beauty Stations through the functionality of the Beauty Stations Platform Services, your Authorised Users may configure the Beauty Stations Platform Services to meet your requirements.

All rights in the Beauty Stations Platform Services not expressly granted to you under this Agreement are reserved by Beauty Stations.



Beauty Stations may provide technical support to assist the Partner in using the Beauty Stations Platform Services by email or via other means at its discretion. Partners do not have a right to technical support unless agreed otherwise with Beauty Stations in writing.

How Partners obtain the licence for the use of the Beauty Stations Services

Subject to payment of Service Fees (if applicable), the Partner may use the **Beauty Stations Services** to process Beauty Stations Bookings (or direct bookings by Partner Clients) of Partner Services for and on behalf of itself only.

As part of the licence terms for the Partner to use the Beauty Stations Services (including, as applicable, each of the Beauty Stations Platform Services), the Partner agrees not to do any of the following:

- license, sublicense, sell, resell, transfer, assign, distribute, rent, lease, provide as a hosted service or otherwise make available to any third party the Beauty Stations Platform Services in any way without express prior written permission from Beauty Stations (which may be denied or granted on such terms as Beauty Stations, in its sole discretion, may determine);
- modify or make derivative works based upon the Beauty Stations Platform Services;
- "frame" or "mirror" any Content or User Documentation on any other server or wireless or internet-based device;
- reverse engineer or access the Beauty Stations Platform Services in order to (a) build a competitive product or service, (b) build a product using similar ideas, features or functions, or (c) copy any ideas, features or functions of the Beauty Stations Platform Services;
- use the Beauty Stations Platform Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- use the Beauty Stations Platform Services to store or transmit malicious code;
- interfere with or disrupt the integrity or performance of the Beauty Stations Platform Services or third-party data contained therein;



- attempt to gain unauthorised access to the Beauty Stations Platform Services or related systems or networks;
- impersonate another Partner or provide false identity information to gain access to or use the Beauty Stations Platform Services;
- send unsolicited emails, SMS or other electronic forms of marketing to Clients via the Beauty Stations Business Software (or otherwise send any direct marketing which does not comply with applicable Data Protection Legislation); or
- disclose, share or resell any login user identification, password or account details or passwords for the Services.

You shall:

- be responsible for your Authorised Users' compliance with this Agreement;
- use the Beauty Stations Platform Services only in accordance with applicable laws and government regulations and Beauty Stations's reasonable instructions given from time to time;
- notify Beauty Stations immediately of any unauthorised use of any user identification, password or account or any other known or suspected breach of security or improper use, including any use which would breach this Agreement, Beauty Stations's reasonable instructions given from time to time and/or applicable law;
- report to Beauty Stations immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Authorised Users; and
- change the password in the event anyone with access to the user account leaves the Partner's business or no longer requires access.

How we work with third-party and affiliate websites and applications

Beauty Stations may publish or promote any information acquired under this Agreement, including calendar availability, business information, service descriptions and prices, on any third-party websites or mobile applications, particularly through the **Beauty Stations Widget** or other application program interfaces (APIs). Beauty Stations may supply affiliates and other third parties with the Beauty Stations Widget or other APIs to



promote particular Partner Services. Beauty Stations is not obliged to promote any Partner Services using these third-party and affiliate websites.

How we access and use the content of our Partners

The Partner hereby grants **Beauty Stations**, free of charge, a non-exclusive, royalty-free, irrevocable and worldwide right and licence (or sublicense as applicable) to use, reproduce, distribute, sublicense, communicate and make available content that Partners publish on the Beauty Stations Services and for any other purposes which are necessary for Beauty Stations or required by Beauty Stations to exercise its rights and perform its obligations under this Agreement.

The Partner warrants that the Partner owns the Partner Content and/or is otherwise entitled to grant the foregoing licence.

Beauty Stations may sublicense, make available, disclose and/or offer the Partner Content to Affiliates and third parties. In no event shall Beauty Stations be liable to the Partner for any acts or omissions on the part of any third-party platforms. The sole remedy available to the Partner in respect of such third-party platforms is to:

- request Beauty Stations (which has the right and not the obligation) to disable and disconnect with such third-party platforms in respect of the Partner; or
- terminate this Agreement, in accordance with the **Suspending or terminating your access to Beauty Stations** section.

The Partner hereby grants Beauty Stations the right to:

- remove, edit, cut down or otherwise amend Partner Content that is published on the Online Partner Profile or elsewhere on the Beauty Stations Platform or Beauty Stations Widget, including where such Partner Content does not, in Beauty Stations's reasonable opinion, comply with the warranties identified in this section, or is otherwise in breach of the terms of this Agreement; and
- use search engine optimisation services, pay-per-click advertising, and other mechanisms that embody, incorporate or quote (in whole or part) the trading name of the Partner or any brands used in connection with the Partner Services.

To manage the Beauty Stations Services (including the Beauty Stations Platform, Online Partner Profile and any Partner Content), Beauty Stations may, at its absolute



discretion and from time to time, amend the format, content, and style of Partner page descriptions, photos, and service menus.

What we expect from our Partners

The Partner understands and accepts that the Beauty Stations Services (including each of the Beauty Stations Platform Services) are labelled "**Powered by Beauty Stations**", contain Beauty Stations branding (including logos, trademarks and images), and will give Clients the opportunity to opt-in to receiving email marketing from the Partner and from Beauty Stations.

In consideration of receiving the Beauty Stations Services, including any of the Beauty Stations Platform Services, the Partner agrees to pay all applicable Service Fees to Beauty Stations and to provide all Beauty Stations Bookings and process and supply the Partner Services to the highest industry standards and in line with any specific terms and conditions set out in this Agreement, and particularly in this section.

Beauty Stations Subscription Services

Partners that list one or more persons who may be booked through the Beauty Stations Platform to provide services to Clients ("**Bookable Staff**") are required to pay a Subscription Fee for access to the Beauty Stations Subscription Services.

Unless otherwise agreed with Beauty Stations, each Partner will receive a 14-day free trial period for the Beauty Stations Subscription Services commencing on the date on which they become required to pay a Subscription Fee. For new Partners this will be the Effective Date. For existing Partners which have not previously received a 14-day free trial, this will be on the date notified to the existing Partner by Beauty Stations.

Unless otherwise agreed with Beauty Stations, the first Invoice Statement issued after the expiry of the 14-day free trial period will show the Subscription Fee due for the following calendar month, together with the pro-rated Subscription Fee due for the period between the expiry of the trial period and the date of the Invoice Statement. Subsequent Invoice Statements will show the Subscription Fee due for the calendar month following the date of the Invoice Statement.

The amount of the Subscription Fee due for any calendar month will be set according to the total number of Bookable Staff on the first day of that calendar month. The Subscription Fee levels will be set out from time-to-time at www.beautystations.net.



Beauty Stations may, in its sole discretion, change the Subscription Fee levels at any time with 30 days' prior written notice to the Partner (a "**Pricing Change Notice**"). The Partner's continued use of the Beauty Stations Subscription Services after receipt of such Pricing Change Notice will be deemed to be acceptance of the new Subscription Fee levels. If a Partner does not agree to a change in the Subscription Fee levels, their sole recourse will be to cease using the Beauty Stations Subscription Services pursuant to the **Suspending or terminating your access to Beauty Stations** section. The change shall take effect on the expiry of the notice period of the Pricing Change Notice unless Beauty Stations expressly states a later date.

Beauty Stations Booking Services

Beauty Stations provides **Beauty Stations Services** to make it easy for Clients to book appointments online with you and other participating Partners. The Beauty Stations Booking Services include a consolidated list of Partner Services, and Clients may discover, review, and book these Partner Services using the Beauty Stations Booking Services.

You may elect to offer certain Partner Services for sale through the Beauty Stations Booking Services. At any time, you can update which Partner Services you would like to sell through the Beauty Stations Booking Services.

You can make these changes through your Partner Account, and the changes will automatically be updated on the Beauty Stations Platform and the Beauty Stations Widget.

When a Client makes a **Beauty Stations Booking**, the Partner Terms of Sale of the Beauty Stations Booking will be made available to the Client and will be sent to the Client and the Partner by Beauty Stations electronically. The Client will be required to agree to the Partner Terms of Sale before confirming a Beauty Stations Booking.

You appoint Beauty Stations as your agent to accept Beauty Stations Bookings made by Clients.

In respect of all Beauty Stations Bookings with Online Payments, the Partner appoints Beauty Stations as its agent to collect and process payments (including any applicable taxes and delivery charges) on behalf of the Partner. The Partner remains fully responsible and liable for the provision and supply of Partner Services to Clients. Beauty Stations is solely a technology provider with respect to Pay Cash In-Store Bookings.



How we promote our Partners

Beauty Stations shall promote the **Beauty Stations Booking Services** following this Agreement and subject to the restrictions set forth herein. To maximise the exposure of your business online and the number of appointments scheduled through the Beauty Stations Booking Services, Beauty Stations may, at its sole discretion, enter into agreements with third-party websites and businesses to optimise any current or future listings for your business to take advantage of search engine optimisation, search engine marketing, lead generation or social networking opportunities, and perform any other actions Beauty Stations deems appropriate to increase traffic and use of the Beauty Stations Booking Services.

Beauty Stations may promote certain Partner Services through a variety of online and offline channels, including advertising, promotion mediums, social media accounts, search engines, Google, Google Ads, keyword advertising, Facebook Ads, Instagram, email distribution lists, the Beauty Stations homepage, email newsletters, third-party marketplaces, business partner websites or mobile applications, or through Beauty Stations's affiliates and their networks. Such promotional efforts may include information about the Partner's business, including its business name, scheduling information, menu, service descriptions, pricing, staff names, staff titles, location, photos, and other data relating to the Partner's business.

In addition, from time to time, Beauty Stations may provide Clients with additional information on Partners subject to the limitations of this Agreement.

How to ensure the Online Partner Profile stands out on Beauty Stations



Content standards

Partners are responsible for ensuring that the content listed on the Beauty Stations Platform is accurate, complete and not misleading at all times and is reflective of Partner Services, pricing, staff availability, Cancellation Policies and No-Show Policies, and other content that the Partner offers. It is the Partner's obligation to transfer this information to Beauty Stations by keeping this information on their Partner Account on the Beauty Stations Business Software (including calendar availability) up-to-date at all times. **Beauty Stations has the right to suspend or terminate any Partner Account if the Partner fails to provide this information.**

Online Partner Profile

The Partner may create an **Online Partner Profile** to promote their Partner Services, which contains buttons connecting Clients to the Partner Services. An Online Partner Profile may contain a "Book Now" button for appointment bookings and an "Order Now" button for Product orders.

Beauty Stations also uses these Book Now and Order Now button links to determine if a new client fee (as defined in the **Applicable Debits and Credits** section below) shall apply.

- **Book Now** and **Order Now** button links generated within your Online Partner Profile **will not** apply a new client fee;
- **Book Now** and **Order Now** button links otherwise generated on the Beauty Stations Platform **will** apply a new client fee.

Partner must ensure that it shares, copies or otherwise uses the correct button links, and Beauty Stations is not responsible (for example, for refunding any new client fee) if Partner uses the incorrect link.

Partners are responsible for maintaining accurate and complete information in their Online Partner Profile (including up-to-date contact information), and where photographs are used, Partners are responsible for ensuring that (i) photos uploaded onto their Online Partner Profile accurately reflect their services and place of business, and (ii) their use of such photographs complies with applicable law (including Data Protection Legislation).

Partners may manage and modify the contents of their Online Partner Profile through the **Online Booking** section of the Beauty Stations Business Software.



The Partner acknowledges and agrees that its Online Partner Profile should not contain any contact details, direct references or links to the Partner or its website, app, platform, tool or other devices, websites, apps, platforms, tools, or other devices of third parties.

Partner profile transparency and consent

The Partner understands and accepts that the Partner must ensure that it has obtained and recorded the consent of each of its employees and contractors to be advertised on the Beauty Stations Platform and the Beauty Stations Widget to Clients. These details include, but are not limited to, details such as name, photograph, expertise, contact details, availability and services offered. If an employee or contractor withdraws this consent, then the Partner must remove their details from the Beauty Stations Booking Services in a timely manner.

Partner service fulfilment

The Partner shall fulfil their obligation to provide Partner Services for all Beauty Stations Bookings. In particular, the Partner must honour the **Partner Terms of Sale of Beauty Stations Bookings** for their Partner Services, which includes the Deposit Policy, Cancellation Policy and No-Show Policy that were in place when the Beauty Stations Booking was made.

The Partner must provide all Beauty Stations Bookings and may only decline to provide Beauty Stations Bookings in exceptional circumstances. Clients shall receive from the Partner Partner Services described in the Beauty Stations Booking for the price indicated on the Beauty Stations Booking. Partners may not impose any extra or additional fees or charges that contradict or otherwise alter the Partner Terms of Sale of any Beauty Stations Booking unless expressly agreed by the Client. If a Client receives Partner Services that are less than the value of the amount paid for the Beauty Stations Booking, they may be entitled to a refund by the Partner equal to the difference between the value of the service received and the value of the Beauty Stations Booking.

Payment terms with Clients

Clients using the Beauty Stations Booking Services may settle the cost of their Beauty Stations Booking through their choice of payment method accepted by Beauty Stations,



including via the **Beauty Stations Payment Services**. Partner agrees that payment made by Clients to Beauty Stations in respect of the Beauty Stations Booking absolves the Client of their payment liability, and Partner shall not seek further payment from the Client in connection with that Beauty Stations Booking. For Pay Cash In-Store Bookings, Partners may accept any payment method they would otherwise accept in their ordinary course of business.

How to handle cancellation of appointments

In respect of Beauty Stations Bookings, the Partner is obliged to comply with the cancellation and rescheduling policy set out in the **Beauty Stations Terms of Service**. In summary and in regard to Beauty Stations Bookings:

- a Partner may specify a time (e.g. 4, 24 or 48 hours) before when an appointment is scheduled to start (the "**Cancellation Period**"), after which cancelling an appointment through the Beauty Stations Booking Services will not be possible, and cancellation by a Client will incur a cancellation fee. Partners may set their own Cancellation Period for Beauty Stations Bookings through the Beauty Stations Business Software;
- if a Client cancels an appointment through the Beauty Stations Booking Services before the Cancellation Period, the Client will not be liable to pay any fees to the Partner, and neither the Client nor the Partner shall have any further obligation towards each other in regard to that Beauty Stations Booking;
- if a Client cancels an appointment through the Beauty Stations Booking Services during the Cancellation Period, the Client will be obliged to pay the fee outlined in the Cancellation Policy that was in effect at the time of their Beauty Stations Booking. In this case, Beauty Stations will collect cancellation fees from the Client through the Beauty Stations Payment Services for later remittance to the Partner;
- the Partner agrees to collect cancellation fees for Beauty Stations Bookings only through the Beauty Stations Payment Services. If the Partner collects cancellation fees through the Beauty Stations Payment Services, the Client will be exempt from all further penalty or liability to the Partner, and the Partner may not impose additional fees or penalties on the Client in connection with that Beauty Stations Booking;



- at their sole discretion, Partners may choose not to enforce their Cancellation Policy on a case-by-case basis, even if the Cancellation Policy was included in the Partner Terms of Sale of the Beauty Stations Booking. If a Partner cancels an appointment of a Beauty Stations Booking through the Beauty Stations Business Software (as opposed to a Client cancelling an appointment of a Beauty Stations Booking through the Beauty Stations Booking Services), the Partner will waive the cancellation fees. Cancelling a Beauty Stations Booking without imposing the Cancellation Policy will conclude the contract between the Partner and Client in connection with that Beauty Stations Booking;
- Partners may modify their Cancellation Policies (including the Cancellation Period and the amount they wish to charge for cancellations) through the Beauty Stations Business Software. The updated cancellation terms will be included in the Partner Terms of Sale for all subsequent Beauty Stations Bookings with that Partner. Changes to a Partner's Cancellation Policy will not affect previous bookings, and a Partner may not enforce Cancellation Policies retroactively if they differ from the Partner Terms of Sale to which the Client consented at the time of making a Beauty Stations Booking;
- a Client may choose to re-schedule an appointment made through a Beauty Stations Booking through the Beauty Stations Booking Services. If the Client re-schedules their appointment in accordance with the Partner's Cancellation Policy (i.e. the reschedule occurs before the Cancellation Penalty Period), the Partner will accept the updated time as an amendment to the Partner Terms of Sale of the Beauty Stations Booking;
- the Partner may not impose cancellation fees for Pay Cash In-Store Bookings.

If Partner is eligible for and has enabled Pay Cash In-Store Bookings:

- Beauty Stations is solely a technology provider and does not act as a commercial booking agent. No contract is created between the Client and the Partner until the appointment takes place for Pay Cash In-Store Bookings;
- the Partner may handle cancellations or rescheduling directly with the Client; and
- Beauty Stations has no further involvement in the Pay Cash In-Store Booking process and solely provides the technology to allow Pay Cash In-Store Bookings to be made.



How to handle disputes and claims from Clients

The Partner shall be directly responsible to the Client for any failure to fulfil the Client's expectations or any other legal liability regarding the Partner Services.

The Partner shall use its best endeavours to provide top quality Partner Services to all Clients and promptly deal with any sales enquiries, matters or issues relating to Beauty Stations Bookings or potential Beauty Stations Bookings, including dealing with Client complaints.

Beauty Stations shall refer any Client complaints it receives to the Partner, and the Partner shall acknowledge all complaints and respond to the relevant Client within 48 hours of the Partner's receipt of a complaint, whether the complaint has come directly from the Client or via Beauty Stations.

The Partner shall make all efforts to resolve any complaints within 14 days and must notify Beauty Stations (via support@beautystations.net or such other method as Beauty Stations may notify the Partner of from time to time) of any correspondence between the Partner and the Client relating to the complaint and generally keep Beauty Stations apprised of its progress and the status of the complaint.

The Partner acknowledges and accepts that the **Beauty Stations Platform and the Beauty Stations Widget** includes a reviewing platform (which may not be opted out from), upon which Clients may post publicly viewable reviews about their experiences with Beauty Stations and with the Partner (particularly about the Partner Services). The Partner further acknowledges that a selection of reviews from preceding months will also be made available on the Online Partner Profile (if applicable).

The Partner may not attempt to manipulate the reviewing platform, including by submitting reviews for their own Partner Services or by offering a financial or other reward for submitting reviews for their Partner Services, or by submitting inaccurate reviews about other services on the Beauty Stations Platform or the Beauty Stations Widget.

The Beauty Stations Platform (including an Online Partner Profile) may from time to time contain negative reviews and/or feedback from Clients, which is outside Beauty Stations's control. Partner may choose to reply to reviews about the Partner. Any content the Partner posts in response to user reviews must be polite, professional and



non-threatening or confrontational, and it may be subject to review by Beauty Stations (and may be removed or amended in Beauty Stations's sole discretion). Beauty Stations is not obliged to monitor any Client reviews or Partner's responses. The Partner shall have no right to any remedy (including any right to terminate this Agreement) as a result of any reviews or other public communications of Clients naming or referring to the Partner.

If the Partner, acting reasonably, feels that any public communications of Clients are defamatory or harmful to the reputation of the Partner or any person or in some other way are a violation of any person's legal rights, the Partner may flag and report such communications to Beauty Stations. In such case, Beauty Stations shall review the same and, in its sole discretion, take any action it deems necessary or desirable (including, for example, removing or amending such defamatory content from the Beauty Stations Platform).

Beauty Stations Payment Services

Beauty Stations offers Partners the **Beauty Stations Payment Services** to make it easy for Partners to collect, process, and refund payments from Clients (e.g. via Beauty Stations Bookings with Online Payments).

By using the Beauty Stations Payment Services in any of our Beauty Stations Payment enabled geographies, you agree to be bound by the relevant payment processor's terms and conditions and must be compliant at all times with the terms and acquiring addendums applicable to the Beauty Stations Payment Services.

Capture card details

Where a Partner chooses to use capture card details for Clients to secure a Beauty Stations Booking.

If the Client secures a Beauty Stations Booking using the capture card details, you will be charged the fixed fee proportion of the payment processing fee.

You will be charged the remaining fixed percentage when the appointment is checked out and the Client pays for the Partner Services using Beauty Stations Payment Services.



The payment processing fee (fixed percentage and the fixed fee proportion) will be displayed on your Partner Account when selecting how Clients pay for appointments.

Beauty Stations reserves the right to vary such payment processing fees from time to time.

Beauty Stations Terminals

This section sets out the requirements for, in certain countries and for qualifying Partners, the option to use **Beauty Stations hardware devices** for processing credit card transactions ("**Terminals**").

Beauty Stations terminal order process

If you place an order request for a Terminal from Beauty Stations (including whether you would like a mobile internet data service included), Beauty Stations will decide whether to accept your order and on what terms.

Beauty Stations will then provide an order confirmation documenting the quantity, model, and pricing (including if free of charge) of the Terminal you have ordered (and, if applicable, mobile data provided via Beauty Stations). The order confirmation may also provide other terms applicable to your order, such as the expected date of delivery, the conditions under which a refund may be requested, contact information for support, and instructions for the return of the Terminal.

Each order confirmation will include an expiry date, after which the order confirmation is no longer valid. You may choose whether to accept or reject the order confirmation prior to its indicated expiry date.

If you accept an order confirmation, Beauty Stations shall deliver the Terminal to the delivery location set out in the order confirmation or such other location as the parties may agree.

Usage of Beauty Stations terminals

If you receive a Terminal from Beauty Stations, you agree to only use the Terminal in the country where your business is registered, and the Terminal was originally shipped,



and in accordance with all local laws. Terminals may only be used for processing payments of the recipient business specified in the Order Confirmation.

Within sixty (60) days of receipt of a Terminal, you must activate the Terminal by connecting it to the internet (and you are responsible for obtaining and maintaining an internet connection, whether via Wi-Fi or a mobile hotspot or via mobile data from Beauty Stations). If you have not activated the Terminal within such 60 days, Beauty Stations may require that you return it at your cost.

You agree not to sell, transfer, license, lend, or gift the Terminal to any party not specified in the Order Confirmation, including affiliates, subsidiaries, or entities in which you are in common control.

To the maximum extent permitted by law, you agree to indemnify and hold Beauty Stations harmless for any losses (including but not limited to loss of business) that Beauty Stations suffers as a result of your failure to comply with these Terms. Beauty Stations may suspend your right to use a Terminal at any time if you do not comply with these Additional Terms: Payment.

Title and usage of Beauty Stations terminals

By ordering a Terminal through Beauty Stations, you become the legal owner of the Terminal. You agree not to intentionally damage, modify, reverse engineer, or otherwise tamper with either the hardware or software of the Terminal and shall endeavour to keep the Terminal in good condition.

Beauty Stations may use transactional data concerning a Terminal you use or conduct on-premise inspections (with reasonable notice of not less than 48 hours) to ensure the Terminal usage complies with the terms of this Agreement.

If you cease using a Terminal for any reason (including on termination or expiry of the Agreement, or Beauty Stations suspends the functionality of the Terminal or requests that you return the Terminal), you agree to use all commercially reasonable efforts to return the Terminal to Beauty Stations within five (5) Business Days. This obligation shall persist even in case of suspension of the Beauty Stations Payment Services in line with the **Usage of Beauty Stations Terminals** section above.

You accept and understand this to support your and Beauty Stations's compliance with applicable regulations concerning the usage and disposition of payment devices. If you



do not return the Terminal to Beauty Stations within five (5) Business Days, Beauty Stations (including any third party it appoints) reserves the right to enter your premises (or any premises where the Terminal is located) in order to recover the Terminal and/or you shall be responsible for Beauty Stations's costs of replacing the Terminal.

Transferability and third-party usage of Beauty Stations terminals

To the maximum extent permissible by applicable law, you are solely responsible for any access, use, activity, or transfer of Terminals. You are further solely responsible for ensuring that all third parties accessing, using, or otherwise interacting with Terminals do so within the terms and conditions of this Agreement.

It is your responsibility to familiarise yourself with the functionality of the Terminals and evaluate their suitability for your business operations. Beauty Stations does not guarantee, implicitly or otherwise, the suitability of the Terminal for your particular business operations.

Upon receipt and use of a Terminal, to the maximum extent permitted by law, you assume all risks associated with the usage of that Terminal, including but not limited to loss of business associated with that Terminal. To the maximum extent permitted by law, you agree to indemnify, defend, and hold harmless Beauty Stations from and against all third-party claims alleged or asserted against Beauty Stations and all related charges, damages and expenses (including, but not limited to, reasonable attorneys' fees and costs) arising from or relating to any access, use, reliance, or other activity, transfer or disposition pertaining to the Terminals.

Delivery conditions and returns of Beauty Stations terminals

The Terminal shall be delivered to the delivery address specified in the Order Confirmation. Beauty Stations shall deliver the Terminal at or near the date indicated on the Order Confirmation. This period may be extended in case of circumstances or events beyond Beauty Stations's immediate control, such as supplier or delivery issues, staff shortages or employee illnesses, or force majeure.

If the Terminal arrives damaged or becomes damaged or unusable through normal and intended use, you should immediately notify Beauty Stations in writing. Unless the damage is a result of your negligence (including misuse or mishandling of the



Terminal, in which case you will be responsible for paying all costs of returning and replacing it), Beauty Stations shall, within a reasonable period of being informed of the damage, arrange for the return of the damaged Terminal and provide a replacement.

Termination of Beauty Stations terminal

Should you seek to continue to use the Beauty Stations Services but are no longer interested in using a Terminal, you may opt-out of using a Terminal by writing to support@beautystations.net indicating your desire to cease using Terminals provided by Beauty Stations and by returning any such Terminals which you have ordered back to Beauty Stations in accordance with the **Title and Usage of Beauty Stations Terminals** section.

Beauty Stations will provide instructions for you to deliver such unwanted or outstanding Terminals back to Beauty Stations and shall confirm when such provisions of this **Termination of Beauty Stations Terminal** section shall no longer apply to you.

If following termination of use of a Terminal as described in this Termination of Beauty Stations Terminal section, you subsequently choose to use another Terminal, you will need to agree to the then-current version of this section of the Agreement.

Beauty Stations Store

Partner may elect to create a public-facing online store hosted via the Beauty Stations Services, designed to display and sell various consumer products to Clients, and which may be labelled "powered by Beauty Stations" (a "**Partner Store**"). Once created, a Partner may also unpublish its Partner Store.

Beauty Stations reserves the right to revise and update the process described in this section from time to time, in line with changes to the technology, systems, interfaces and applications which support the Beauty Stations Services.

The Partner acknowledges and agrees that Beauty Stations's performance of the services it provides under this Agreement will be conditional on the Partner promptly providing all reasonable assistance, information and decision-making as reasonably required by Beauty Stations from time to time, which the Partner agrees to give.



Listing products and client sales

Beauty Stations will permit the Partner, subject to the terms of this Agreement, to select and list physical products of the Partner for sale via the Beauty Stations Services ("**Products**") to Clients who place orders for such Products through the Partner Store.

In listing, updating and removing Products for sale via the Partner Store, the Partner will provide Beauty Stations with the required product information in accordance with the agreed inventory/product data feed, IT functionality and IT integration requirements and such other reasonable requirements that Beauty Stations may have from time to time.

The Partner acknowledges and agrees that the Partner, and not Beauty Stations, is the store owner, seller and supplier of all Products and, accordingly, and subject to the **Partner Store Acknowledgements** section, is solely responsible for:

- the listing, pricing, description, imagery, advertising, marketing, promotion;
- sale, packaging, labelling;
- delivery, supply, returns and after-care of all Products; and
- complying with all applicable laws, including with respect to taxes, its activities and responsibilities in this section.

Except for the specific obligations expressly undertaken by Beauty Stations as set out in these Terms, and subject only to the first paragraph of the **Our Liability** section, Beauty Stations accepts no responsibility or liability for any aspect of any of the foregoing.

Each contract for the sale and supply of one or more Products ordered by Clients through the Partner Store ("**Client Sale**") will be formed only between the Partner and the relevant Client. Beauty Stations will not be a party to the contract with any Client in respect of any Client Sale.

Each Client Sale will incorporate and will be subject to **Beauty Stations's standard Terms of Service** and any supplementary Partner Terms of Sale published via the Partner Store or as otherwise notified by Beauty Stations to the Partner (as may be varied by Beauty Stations from time to time in accordance with those terms) ("**Partner Store Terms**").



Beauty Stations will provide and operate an online shopping cart and checkout tool on the Partner Store and will be responsible for taking payment of the purchase price (including any delivery charges) from the relevant Client in respect of each Client Sale in accordance with the prices set by the Partner from time to time in its sole discretion. Beauty Stations will take payment through any of the methods of online payment accepted by Beauty Stations from time to time. Partner will be responsible for complying with any contractual or legal requirements set by Beauty Stations or its payment processors (including any know-your-customer-checks).

If the Partner wishes to use a Partner Store's 'Pick-up' functionality (to allow Clients to collect a pre-ordered or pre-purchased Product at a location selected by the Client), the Partner will be responsible for providing accurate and complete details to Beauty Stations of the relevant pick-up location and its opening hours, so that Beauty Stations can provide these details to the relevant Clients via the Beauty Stations Platform.

Beauty Stations will promptly relay the order details in respect of each Client Sale to the Partner, and the Partner will then promptly fulfil such order in accordance with the Partner Store Terms.

Partner store warranties

The Partner represents and warrants that:

- it is the true owner of the Products or is properly authorised to sell the Products by the true owner and is able to transfer good title to the Products free from any third-party claims, liens or encumbrances;
- it has the right to use any Intellectual Property Rights in or relating to any Products it makes available via its Partner Store;
- it will fulfil any Product orders, provide current and accurate product order information to Clients, and accept and process any Product order cancellations, returns and refunds (in compliance with these Partner Terms of Business and any applicable Partner Store terms (including any Partner Terms of Sale));
- each Product listing is accurate, current and complete and is not misleading or otherwise deceptive;



- no Product is illegal or unlawful or will otherwise fall within any of Beauty Stations's list of prohibited items as may be notified by Beauty Stations in writing from time to time; and
- each Product is safe and bears any marking and labelling required under applicable law.

The Partner will ensure that each Product is available in sufficient quantity in its stocks to satisfy Clients' reasonable expectations.

Partner store order fulfilment

The Partner will fulfil and dispatch all Products bought by Clients from the Partner Store in accordance with the Partner Store Terms and, in any event, in accordance with applicable laws.

If you do not otherwise specify a shorter delivery date in your Partner Store Terms, you must fulfil Clients' orders within 30 days of the date of the order confirmation unless there are exceptional circumstances.

The Partner will provide Beauty Stations with all information reasonably required by Beauty Stations regarding dispatch, order status and tracking.

The Partner will include an order-specific packing slip with each Product, which identifies the Partner as the retailer to which the Client can return the applicable Product, and which sets out all other relevant details, including those required by the Partner Store Terms and applicable laws.

The Partner will also include any documentation provided by Beauty Stations within the packaging for a Product. The Partner will handle and deliver every Product within the time stipulated by the Partner (and in any event in accordance with the Partner Store Terms and applicable laws).

After dispatch of a Client's order (or any portion of the Client's order) ("**Dispatch**"), the Partner will promptly and accurately inform Beauty Stations that the order has been dispatched (and, in the case of a Client order that is dispatched in more than one consignment, accurately inform Beauty Stations which portion of the order has been dispatched), using Beauty Stations's system functionality for communicating such information.



The Partner must make such notification promptly and, at the latest, within 24 hours. If the Partner fails to provide confirmation of dispatch within 24 hours, Beauty Stations may, in its sole discretion, cancel (and/or direct the Partner to stop and/or cancel) any such transaction, and the Partner will stop and/or cancel any such transaction on such request by Beauty Stations.

The Partner will deliver the Product(s) to the Client within the timescales required by the Partner Store Terms and, in any event, in accordance with applicable laws. Persistent failure to deliver to Clients on time may lead to the Partner being removed from the Beauty Stations Services.

Each sale of a Product agreed upon via the Partner Store is recorded via the Beauty Stations Services. The Partner waives any right it may have to assert a claim against Beauty Stations with respect to the Beauty Stations Services when dispatching a Product to an address other than the address provided in respect of that Product in the Partner's interface.

Beauty Stations will automatically issue an email notification to the Client through its notification and messaging services concerning the dispatch confirmation of Products. The Client will have the opportunity to contact the Partner directly on any order matters. Beauty Stations is not responsible for any communication between the Client and a Partner in regard to order fulfilment.

Product returns

Partner represents and warrants that: (a) it will provide an accurate Refunds Policy via its Beauty Stations Store; (b) the Refunds Policy will fully and accurately reflect in what circumstances the Partner will accept returns and how the Partner will process returns and refunds, and in any case, must comply with applicable law; and (c) it will comply with this Refunds Policy. Material failure to comply with this shall be treated as a material breach of this contract.

You must accept order cancellations and Product exchanges or returns from Clients in compliance with applicable local law.

If an order is cancelled or returned, you will refund the price of the Product in full, including the cost of standard delivery (and the cost of any alternative or premium delivery for any faulty or misdescribed Product).



Partner store acknowledgements

The Partner will ensure that all offers and promotions available through the Partner's own website(s) and any other online marketplace(s) are also made available, on like or better terms, through the Beauty Stations Store. The Partner will be solely responsible for ensuring the prices it sets are correct. Beauty Stations does not permit the Partner to select prices that are lower than or equivalent to zero.

The Partner appoints Beauty Stations as the Partner's agent for the purposes of collecting the purchase price and VAT (or other sales or indirect tax) from the relevant Client in respect of each Client Sale. The Partner acknowledges and agrees that payment to Beauty Stations by the relevant Client will discharge such Client's liability to the Partner in respect of the purchase price and applicable taxes payable in respect of the relevant Client Sale.

The Partner will ensure throughout the term of this Agreement that nothing in its own website, policies or terms and conditions contain any provisions inconsistent with this Agreement.

Partner store fees

Partner's use of the Beauty Stations Store functionality is free of charge, other than any charges set out in these Terms of Business, including the **Beauty Stations Charges and Fees** section.

Beauty Stations reserves the right to introduce a fee for Beauty Stations Store functionality. If Beauty Stations decides to introduce such a fee (including any service fee or commission fee), Beauty Stations will tell you in advance and allow you to continue or stop using your Beauty Stations Store.

Other Beauty Stations Services

Beauty Stations messaging and marketing services

Partner may elect to use the Beauty Stations Business Software's notification and marketing automation features, in accordance with applicable Data Protection Legislation, to send notifications and direct marketing (including promotional communications) in the



form of SMS texts, emails or other forms of direct marketing (including without limitation 'client messages', 'smart marketing', 'smart campaigns' and 'blast messages') ("**Messaging and Marketing Services**").

For the purposes of sending automated SMS texts for new appointments, upcoming appointment reminders, rescheduled appointments, thank you for visiting, cancelled appointments, did not show up and thank you for tipping only and any other SMS texts which Beauty Stations makes available to the Partner through the Partner Account ("**Automated Messages**") (excluding, for the avoidance of doubt, blast messages), the Partner may elect to purchase SMS texts from Beauty Stations, such SMS texts may be used for Automated Messages only.

To purchase the Automated Messages, the Partner may:

- purchase a set amount of Automated Messages at any time, which shall automatically be added to the Partner Account upon receipt of payment ("**Manual Top Up**"); or
- elect to have its Partner Account automatically topped up with an agreed number of Automated Messages when its Partner Account reaches a certain level ("**Automatic Top Up**").

When making a purchase for Automated Messages, the Partner Account will set out the minimum and maximum amount of Automated Messages a Partner can purchase at one time.

All purchases must be paid for in advance by debit card or credit card. The Partner acknowledges and agrees that any Automated Messages purchased and added to the Partner's account are non-refundable (including but not limited to on termination of this service or the Agreement).

The price of the Automated Messages is as specified on the Partner Account at the time of purchase. Beauty Stations has the right to increase the prices of Automated Messages at any time by providing advance notice to the Partner.

Beauty Stations may award the Partner free Automated Messages each month, to be awarded at Beauty Stations's sole discretion ("**Free Automated Messages**"). Such Free Automated Messages shall automatically be added to its Partner Account. At the end of each calendar month, unused Free Automated Messages shall be forfeited, and the account balance will be reduced accordingly.



Free Automated Messages will be consumed before paid-for Automated Messages which have been purchased via a Manual Top Up or Automatic Top Up.

Beauty Stations reserves the right to withdraw the Automated Messages from its offering of services without incurring any liability.

Beauty Stations may engage third parties to provide Messaging and Marketing Services, including SMS and email service providers. The applicable third-party provider terms may apply to the relevant Messaging and Marketing Services and you should read them in full.

Partner may use the Messaging and Marketing Services to send appointment confirmations, reminders and cancellations as well as direct marketing messages to Clients (i) whose details are stored in the Beauty Stations Business Software by the Partner and (ii) who have given their consent to receive marketing or promotional communications from each Partner from whom they book Partner Services and/or specifically from the Partner with which they are booking.

In the event that a Client notifies the Partner that it does not wish to receive further marketing materials from the Partner and/or its Affiliates, the Partner shall promptly (and in any event no later than 48 (forty-eight) hours from being so informed) update the Client's settings accordingly through the Beauty Stations Business Software.

The Partner is solely responsible for ensuring its use of the Messaging and Marketing Services complies with applicable Data Protection Legislation, including with respect to obtaining and recording any consents which may be required by applicable law and promptly complying with any opt-out requests.

No implied conditions, warranties or other terms, including any implied terms relating to satisfactory quality or fitness for any purpose, will apply to the Messaging and Marketing Services or to anything supplied or provided by Beauty Stations under these Additional Terms: Marketing Services.

In particular, Beauty Stations does not warrant that the operation of any Product or the Service will be uninterrupted, contaminant-free or error-free or that they will meet the Client's requirements.

Partner vouchers and promo codes

Promo codes



The Partner may generate **Promo Codes** via its Partner Account in accordance with the guidelines. The Partner may share Promo Codes with third parties and share Promo Codes on its own website(s) and social media platform(s) to promote its own Partner Services. The Partner may also elect to use Messaging and Marketing Services to share Promo Codes.

The Partner warrants that it is responsible for the management of any Promo Codes it generates and will ensure that all promotions available through the Partner's website(s) and any other online marketplace(s) are made available as Promo Codes, on like or better terms, through the Beauty Stations Platform.

Promo code rules

The Partner must provide, at a minimum, the following information when sharing any Promo Codes with third parties:

- How to use the Promo Code (e.g. enter at checkout)
- Start date
- Expiry date
- Any restrictions or limitations (e.g. age, date or geographical restrictions)
- Any limitations of availability (e.g. can only be used once)
- Any significant conditions or information attached to the use of the Promo Code

Known as the **"Promo Code Rules"**.

Beauty Stations reserves the right to withdraw the use of Promo Codes from its offering of services or require the Partner to withdraw a Promo Code generated without incurring any liability, including without limitation for any fraudulent activity, causing technical issues, subject to tampering, breached or likely to breach any of the guidelines or any applicable local regulations, or likely to bring Beauty Stations and its brand into disrepute.

Partner vouchers



The Partner may create a **Partner Voucher** by completing the voucher creation form within the Beauty Stations Services and must provide the information required in the form (including voucher name; voucher value; retail price; validity period; the number of sales limits (if applicable); services included; Beauty Stations Platform availability; and the applicable Partner Voucher Rules).

The Partner is responsible for ensuring the information provided is accurate and appropriate, and Beauty Stations is not responsible for any errors made by the Partner.

The price of the Partner Voucher services will be specified on the Beauty Stations Platform (inclusive of VAT, if applicable).

We may update, modify, remove, suspend or replace any voucher services on the Beauty Stations Services at any time. This will not affect previously created Partner Vouchers.

After completing the voucher creation form, the Partner may issue or otherwise make available and manage its vouchers via Beauty Stations Services.

Beauty Stations may charge for each Partner Voucher published via the Beauty Stations Services and/or processed through Beauty Stations Payment Services, as set out in the **Beauty Stations Charges and Fees** section.

Vouchers will be made available in the form of an email, PDF document, or within a Beauty Stations Client Account.

Partner voucher rules and restrictions

Vouchers shall only be valid for your own Partner Services and may only be used on or via the Beauty Stations Services.

Each Partner Voucher shall be valid for any Partner Service (subject to any applicable Partner Terms of Sale) with the Partner who chose to make the Partner Voucher available. Any remaining credit from a Partner Voucher following the redemption of the Partner Service may be carried forward to any additional or subsequent Partner Service fulfilled by the Partner.

Partner Vouchers may be used by the Client or individual who lawfully has the relevant Partner Voucher number.



Vouchers shall not be exchangeable for cash or any other alternatives and have no monetary value.

The Partner may cancel any voucher offer but must accept any voucher which has been purchased or redeemed by a Client.

The Partner is responsible for the creation of any further Partner Voucher Rules in each case, which may include eligibility requirements for redemption of the Partner Voucher and provide such Partner Voucher Rules to any Client or potential customers.

Partner Voucher Rules may relate to one or more of the following factors:

- specific features or limitations of the Partner Services covered;
- the location(s) at which the Partner Voucher can be redeemed;
- any other redemption instructions (such as booking by telephone or online);
- any age restrictions;
- Partner Voucher Expiry Date;
- any requirements as to the minimum or maximum numbers of participants;
- any optional service charges that may apply; or
- other relevant factors relevant to the Partner Offer.

Beauty Stations may cancel any Partner Vouchers if the Partner does not comply with these Terms of Business, including these Additional Terms.

Redemption of partner vouchers

Each Partner Voucher will set out details of the Partner, the Partner Offer, the Partner Services, and any Partner Voucher Rules.

The contract of sale for Partner Services is between the Partner and the Client (and Clients must make any Partner Voucher payments to the Partner for the Partner Offer).

Beauty Stations reserves the right to refund Clients for any Partner Voucher that is not honoured by the Partner and to charge the Partner for the amount of such refund.



If Partner fails to honour vouchers on three or more occasions and cannot satisfy Beauty Stations that doing so was justified, Beauty Stations reserves the right to refuse to permit Partner to issue new Partner Vouchers.

Partners responsibility when issuing vouchers and promo codes

Partners are solely responsible for the sale, transfer, implementation and potential refunds of the Partner Vouchers, Promo Codes and the service delivery.

Beauty Stations is not liable for any incorrect Partner Vouchers or Promo Codes provided to Clients. The Partner agrees that it is responsible and liable for all Partner Vouchers and Promo Codes that it provides to any third party.

Partner is solely responsible for the management of Partner Voucher and Promo Codes validity according to local regulations (for example, the Partner may specify an expiry date through the Partner Voucher Rules and Promo Code Rules, and the Partner is responsible for ensuring such end date is compliant with local law).

Beauty Stations is not responsible for checking Vouchers and Promo Codes or whether they comply with any applicable law.

Beauty Stations Professional Services

Partners may sign-up and create their profile on the Beauty Stations Platform through Beauty Stations's onboarding tool or request to purchase Professional Services from Beauty Stations.

The Professional Services may include onboarding assistance, Concierge Services, Comprehensive Data Migration, configuration, setup, training, content preparation, or other professional services made available by Beauty Stations from time to time, each of which may be purchased separately or together.

Unless otherwise stated in this Agreement or agreed between the Partner and Beauty Stations, all purchases for Professional Services must be paid for in advance.

Without prejudice to any other right or remedy available to Beauty Stations, Beauty Stations may, at any time without notice, set off any payments due to the Partner against payments due to Beauty Stations from the Partner for Professional Services.



Beauty Stations may, at its discretion, accept or reject a request to purchase Professional Services.

The Partner acknowledges and agrees that any Professional Services purchased and added to the Partner's account are non-refundable (including but not limited to on termination of the service or the Agreement).

The price of the Professional Services shall be notified to the Partner at the time of purchase.

The Partner and Beauty Stations will mutually agree on a schedule, including any initial introduction call or further calls, virtual or in-person meetings; any date deadlines; the data to be migrated, any social media and/or website links to be included, and the Professional Services to be provided.

Beauty Stations may outsource its provision of Professional Services to third parties, in whole or in part.

Partner agrees that the following applies to any Professional Services. The Partner will:

- co-operate with Beauty Stations in all matters relating to Professional Services;
- provide to Beauty Stations promptly all documents and information required by Beauty Stations in connection with the Professional Services and ensure that they are accurate and complete;
- provide all data reasonably requested by Beauty Stations to complete the Professional Services;
- provide access to Beauty Stations of any platforms or data which need to be accessed to complete Professional Services;
- obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Beauty Stations to provide Professional Services, including but not limited to access to any platform;
- warrant that the Partner has the right to grant Beauty Stations access and to receive data and that the receipt of the data will not breach any data protection laws or third-party rights. The Partner will indemnify and hold Beauty Stations and its Affiliates harmless against all losses, claims, costs, damages or proceedings suffered or incurred by Beauty Stations and/or its Affiliates arising out of or in connection with the Partner's breach of this warranty;



- where the Partner's data is on paper, it must be provided in Excel format based on a template provided by Beauty Stations and in compliance with Beauty Stations's guidelines;
- provide the list of users requiring access to the Beauty Stations Services;
- except for delays caused directly by Beauty Stations, any Professional Services purchased by the Partner must be utilised by the Partner within 60 days of the date of purchase. If the Partner does not use the Professional Services within 60 days, the Partner will forfeit the right to receive Professional Services from Beauty Stations, and any associated fees already paid are non-refundable; and
- Beauty Stations has the right to remove or suspend any element of the Professional Services or add any new elements to the service.

Beauty Stations Photography Services

Beauty Stations may provide photography services, including filming and photographing premises and staff, creating panoramic images or virtual tours (including augmented/virtual reality tours), and creating associated written content and materials ("**Photography Services**"). Beauty Stations will deliver any Developed Materials within five (5) business days.

Beauty Stations may, at its discretion, provide Photography Services directly or may engage third-party vendors to provide Photography Services.

You may submit a request for Photography Services (including photo quantities) to Beauty Stations. Beauty Stations will then provide an Order Confirmation documenting the order specifics (including as applicable photo quantities, image resolutions, and pricing). The Order Confirmation may also provide other terms applicable to your purchase, such as any third-party vendor terms.

Intellectual property in photography services

All Intellectual Property Rights and all other rights in all intellectual property, works, products, documentation, information, data and other material of any kind acquired or created by or on behalf of Beauty Stations for the Partner, commissioned by the Partner or made to the Partner's specification, or conceived or created in the course of



or in relation to the provision of the Photography Services ("**Developed Materials**") shall be owned by Beauty Stations, and the Partner assigns to Beauty Stations, or shall procure the assignment to Beauty Stations of, all such rights (whether presently existing or to be created in the future), and if moral rights exist, the Partner waives or shall procure the waiver of, such moral rights.

Beauty Stations may, in its absolute discretion, select which Developed Materials will form part of the Online Partner Profile (or otherwise be used on or for the Beauty Stations Services), including whether to use some, all or none of the Developed Materials and how to display or otherwise use Developed Materials on the Online Partner Profile or Beauty Stations Services in order to maximise the value of the Partner Services. Beauty Stations aims to ensure that the Developed Materials are of suitably high quality.

Beauty Stations shall permit the Partner to use the Developed Materials for the promotion of the Partner's business through the Beauty Stations Services.

Partner's photoshoot obligations

The Partner may opt to book Photography Services via the Beauty Stations Services for a specific time slot (a "**Photo Booking**"); Photo Bookings may be made up to three (3) months in advance. Partner must pay the Photography Service fee in full at the time the Photo Booking is made.

The Partner is responsible for providing correct and reasonable requirements for and checking the Developed Materials.

If the Partner is not wholly satisfied with any Developed Materials, it must inform Beauty Stations (and, if applicable, Beauty Stations's third-party vendor) within three (3) Business Days, including a list or description of the inadequacies, defects, deficiencies or other problems in the Developed Materials that led to the refusal.

If no written refusal of deliverable is given to Beauty Stations within this three (3) Business Day period, such Deliverable shall be deemed accepted.

Beauty Stations shall then have ten (10) Business Days following the Partner's notice of refusal to correct any such problems and deliver corrected Developed Materials to the Partner for its review and acceptance as set forth above.

The Partner is responsible for:



- obtaining any licences, consents, release forms, permits or other requirements, as required; and
- ensuring the premises at which the Photography Services will be performed are clean, tidy and in a suitable presentable state.

The Partner will read and adhere to Beauty Stations's photography guidelines. Beauty Stations may update these guidelines from time to time.

Photoshoot cancellation and re-scheduling

The Partner may cancel or re-schedule a Photo Booking with at least twenty-four (24) hours prior written notice. If a Photo Booking is cancelled or re-scheduled, then the Partner shall incur an additional cost of 50% of the initial Photography Service fee, payable before the re-scheduled Photography Service being provided.

A Photo Booking may not be cancelled and/or re-scheduled more than twice; if any Photo Booking is cancelled and/or re-scheduled more than twice, then the Partner shall incur an additional cost of 100% of the initial Photography Service fee.

If the Partner cancels or re-schedules a Photo Booking on less than twenty-four (24) hours prior written notice, the Partner will not be refunded for the Photo Booking and is not entitled to re-schedule the Photo Booking.

The Photography Services provider will wait thirty (30) minutes for the Client's representative at the photo shoot site. After thirty (30) minutes, the Photography Services provider may leave the photoshoot site, and the Partner will not be refunded for the Photo Booking and is not entitled to re-schedule the Photo Booking.

If the Photography Services provider does not arrive within thirty (30) minutes of the agreed Photo Booking time, the Partner may re-schedule a new Photo Booking at a mutually agreed time without incurring additional cost.

Beauty Stations Training Services

Beauty Stations may, on Partner's request (as part of the Professional Services, or at any time during its use of the Beauty Stations Services), provide (or procure that a third party provides) training sessions to Partner regarding how to use the Beauty Stations Services, as further described below:



- Beauty Stations and Partner will agree on the Partner venue(s) to receive training, training session(s) per venue, and training time(s), method, and, if applicable, place to deliver the training, subject to Beauty Stations's final decision (and following Beauty Stations's training best practice, as set out in the applicable Beauty Stations support or help resources);
- Each training session will be up to one (1) hour and may be delivered virtually or in-person, as agreed between Beauty Stations and the Partners (a "**Training Session**");
- Beauty Stations will notify Partner of any applicable fee for each Training Session ("**Training Session Fee**") if such Training Session is not provided as part of the Professional Services;
- Each Training Session may be attended by up to ten (10) of Partner's staff unless otherwise agreed with Beauty Stations;
- the Partner agrees that it shall comply with any third-party provider's terms and conditions relating to the Training Sessions; and
- within 45 days of the date Partner accepts these Additional Terms: Training, Partner agrees that it shall book and attend a Training Session.

Training cancellation and re-scheduling

The Partner may cancel or re-schedule a Training Session with at least twenty-four (24) hours prior written notice. If a Training Session is cancelled or re-scheduled, then the Partner shall incur an additional cost of 50% of the initial Training Session Fee, payable before the re-scheduled Training Session being provided.

A Training Session may not be cancelled and/or re-scheduled more than twice; if any Training Session is cancelled and/or re-scheduled more than twice, then the Partner shall incur an additional cost of 100% of the applicable Training Session Fee.

If the Partner cancels or re-schedules a Training Session on less than twenty-four (24) hours prior written notice, the Partner will not be refunded for the Training Session and is not entitled to re-schedule the Training Session.

The Beauty Stations training provider will wait thirty (30) minutes for the Client's staff at any Training Session (whether virtual or in-person). After thirty (30) minutes, the Beauty Stations training provider may leave the Training Session, and the Partner will



not be refunded for the Training Session and is not entitled to re-schedule the Training Session.

If the Beauty Stations training provider does not arrive within thirty (30) minutes of the agreed Training Session time, the Partner may re-schedule a new Training Session at a mutually agreed time without incurring additional cost.

Content in Beauty Stations Services

For the purposes of this section, "**data controller**", "**data processor**", "**data subject**", "**personal data**", "**process**", "**processing**", and "**appropriate technical and organisational measures**" shall be interpreted in accordance with applicable Data Protection Legislation.

Each party shall comply with its obligations under applicable Data Protection Legislation, including when processing Partner Clients' personal data.

The Partner's use of the personal data of Partner Clients is undertaken at the Partner's sole risk, with the Partner being responsible and liable for ensuring it, its employees, its partners and its suppliers' use fully complies with all applicable Data Protection Legislation.

Beauty Stations and the Partner each acknowledge that for the purposes of the Data Protection Legislation:

- in respect of Partner Clients' personal data, the Partner is the data controller, Beauty Stations is the data processor; and
- in respect of Beauty Stations Clients' personal data, the Partner and Beauty Stations each act as independent data controllers.

The Partner will indemnify and hold Beauty Stations and its Affiliates harmless against all losses, claims, costs, damages or proceedings suffered or incurred by Beauty Stations and/or its Affiliates arising out of or in connection with the Partner's breach of this Content in Beauty Stations Services section.

This section in its entirety shall survive the termination or expiry of this Agreement.

Independent controllers



Where Beauty Stations and the Partner are deemed to be independent controllers (including in relation to each party's direct marketing to Clients), under applicable Data Protection Legislation, each party acknowledges and agrees that it shall:

- provide assistance, within a reasonable timeframe, to allow the other party to comply with any data subject rights requests (whether in relation to access to personal data, rectification, restrictions on processing, erasure or portability) to the extent that either party reasonably requires input or assistance from the other party to give effect to such a right, with each party meeting their own costs in doing so;

in the event that either party receives a request from a data protection authority for information relating to this Agreement or the relationship between the parties:

- promptly notify the other unless prohibited by law; and
- provide assistance to allow the other party to comply with any other queries or complaints from a supervisory authority (as defined in Data Protection Legislation) insofar as possible;

the Partner must promptly (and in any event within 24 hours of the Partner or its employees becoming aware of the matter) notify Beauty Stations of any accidental or intentional damage, alteration, destruction, unauthorised disclosure, loss, misuse or theft of or to the personal data of any Client which the Partner has access to ("**Security Incident**"). Partner shall provide full cooperation, and prompt assistance to Beauty Stations in respect of its efforts to (i) investigate, remediate, and mitigate the effects of the Security Incident and (ii) comply with notification obligations to individuals, clients or regulatory authorities;

Partner must not do, or omit to do, and must ensure that its personnel and other representatives do not do or omit to do, anything that would cause (or may be reasonably expected to cause) Beauty Stations or its Affiliates to be in breach of any provision of any Data Protection Legislation and take all reasonable steps to ensure the reliability of its employees and agents who may have access to the personal data and ensure that such staff and agents are informed of the confidential nature of the personal data and have undertaken training in the laws relating to handling personal data;

Partner agrees to implement and maintain appropriate technical and organisational measures in respect of its processing of the personal data sufficient to comply with the



Data Protection Legislation and to protect the personal data against unauthorised or unlawful processing and accidental loss, destruction, damages, theft, alteration or disclosure;

Partner agrees to only process the personal data of Clients to provide the Partner Services to such Clients and, in the case of Clients who have expressly agreed by way of opt-in consent to receiving email marketing from the Partner, for email marketing and in all cases only whilst receiving the Partner Services; and

to the extent that Partner's, its affiliates' or its suppliers' processing relates to a transfer of Clients' personal data which is subject to applicable data protection laws, Partner takes full responsibility (and accepts full liability) for ensuring that such personal data is processed fully in compliance with Data Protection Legislation.

Beauty Stations as a data processor

Where Beauty Stations is deemed to be acting as a processor for the Partner with respect to Partner Clients' personal data under applicable Data Protection Legislation, this **Beauty Stations as a data processor** section and the applicable **Data Processing Addendum** shall apply to such processing; Beauty Stations may charge the Partner for providing any assistance not expressly specified as a service requirement of Beauty Stations under this Agreement.

Partner warrants that it will inform each Partner Client how Beauty Stations will process their personal data. Partner undertakes to promptly update its website privacy policy or other Partner Client literature with any information reasonably requested by Beauty Stations to assist each party in compliance with Data Protection Legislation.

Beauty Stations's rights to access your data

Beauty Stations shall have access to Partner's data, including Clients' personal data (as set out in the Data Processing Addendum) and business information (including Partner's business license; VAT, GST or other tax registration, and office address), during and after the term of this Agreement.

Beauty Stations may share Partner's data, including Client's personal data, with its payment processing provider(s) and other third parties as set out in the Data Processing Addendum or with any potential or actual investor in or buyer of Beauty



Stations or its assets, or to the extent required to comply with applicable law, including if required to do so by court order or to comply with a regulator or similar governing body.

Partner will have access via the Beauty Stations Services (i) to Clients' personal data for the duration of this Agreement, and (ii) to Partner Clients' personal data in accordance with the Data Processing Addendum.

Beauty Stations charges and fees

Subject to payment of Service Fees (if applicable), the Partner may use the Beauty Stations Services to process Beauty Stations Bookings (or direct bookings by Partner Clients) of Partner Services for and on behalf of itself only.

The Partner must not apply a surcharge to Clients who make bookings or orders through the Beauty Stations Platform or Beauty Stations Services if that surcharge would not be applied to other Partner Clients in the ordinary course of business.

For the avoidance of doubt, the Partner is permitted to offer lower prices or discounts to Partner Clients under its own promotional campaigns or loyalty schemes but must not "pass on" Service Fees to Clients who make Beauty Stations Bookings unless permitted to do so by applicable law.

The Partner shall not solicit Clients to make bookings or orders otherwise than through the Beauty Stations Platform or Beauty Stations Services. In other words, if a Client expresses an intent or preference to make a Beauty Stations Booking or Product order, the Partner may not encourage the Client to book or order through other means.

In particular, where a Client makes a Beauty Stations Booking or Product order, and the Partner encourages that Client to cancel it and make a separate booking or order directly with the Partner, the Partner shall be in material breach of this Agreement.

It is a condition of this Agreement that Partner will not make any direct or indirect attempt to avoid paying any Service Fees (including, for example, by listing Partner Services for free or with incorrectly low prices (including if pricing information is provided elsewhere), or by fraudulently cancelling a Beauty Stations Booking and rebooking it).

If Beauty Stations has reasonable grounds to suspect that the Partner has made such an attempt to avoid paying any Service Fees, Beauty Stations may, without limiting



other remedies available to it, withhold and retain any payments due to the Partner under this Agreement.

If a Partner has chosen to receive Beauty Stations Services which attract Service Fees and wishes to cancel one or more of those Beauty Stations Services, the Partner must give Beauty Stations at least 30 days' notice in writing of its intention to cancel the specified Beauty Stations Services. The Partner will remain liable to pay any applicable Service Fees for the duration of the notice period.

Beauty Stations may, in its sole discretion, change the amount of any Service Fees and/or the rate of Commission at any time with 30 days' prior written notice to the Partner (a "**Pricing Change Notice**"). The Partner's continued use of the Beauty Stations Services after receipt of such Pricing Change Notice will be deemed to be acceptance of the new Service Fee and/or rate of Commission.

If a Partner does not agree to a change in the Service Fees, their sole recourse will be to cease using the Beauty Stations Services pursuant to the **Suspending or terminating your access to Beauty Stations** section.

The change shall take effect on the expiry of the notice period of the Pricing Change Notice unless Beauty Stations expressly states a later effective date.

How we invoice our Partners

Beauty Stations will issue an invoice statement to the Partner once a month (the "**Invoice Statement**") which will include, among other things, the following contents:

- the balance carried over from the previous Invoice Statement (the "**Opening Balance**"), if any, will appear in your Beauty Stations Wallet statement;
- the Subscription Fee for that month and any pro-rated Subscription Fee for the previous month (if applicable);
- what Beauty Stations owes the Partner in respect of Beauty Stations Bookings with Online Payments in the period since the last Invoice Statement;
- what the Partner owes Beauty Stations in respect of Pay Cash In-Store Bookings and any other accrued Service Fees since the previous Invoice Statement;



- what the Partner owes Beauty Stations in respect of any Additional Services; and
- the resulting account balance (the "**Closing Balance**") payable either by Beauty Stations to the Partner or the Partner to Beauty Stations.

The Invoice Statement will also itemise all categories of Beauty Stations Bookings and Service Fees, including:

- Beauty Stations Bookings and Product orders with Online Payments;
- Pay Cash In-Store Bookings;
- Collections and Service Fees from deposits, cancellations and no-shows; and
- Other Service Fees payable to Beauty Stations by the Partner which are not directly tied to a collection by Beauty Stations of payment for a specific Beauty Stations Booking from a Client (e.g. the Subscription Fee, and any professional fee from time to time that may be payable by the Partner to Beauty Stations under any additional terms).

How we pay our Partners

Partners will be paid as set out in the applicable **Beauty Stations payout procedures**, considering the balance accrued on the Partner Account (the "**Current Balance**"):

- if, for the period of service under consideration, the Current Balance is positive, Beauty Stations will transfer the amount of the Current Balance to the Partner on the date specified on the Beauty Stations Business Software. Such transfers from Beauty Stations to the Partner will be made to the Partner's bank account (the details of which shall be supplied by the Partner on the Beauty Stations Business Software); no further action regarding the Current Balance will be required by the Partner;
- if the Current Balance is negative, the Partner is in debt to Beauty Stations, and no payout will be remitted to the Partner. If the Current Balance remains negative as of the end of the month, the Partner's Credit Card will be charged the amount of the Current Balance at the end of the month;



- if the Current Balance is zero, then for the period under consideration, neither Beauty Stations nor the Partner has any obligation towards each other, and there is nothing further for Beauty Stations or the Partner to do in respect of that period.

How we collect payments from our Partners

The Partner and Beauty Stations mutually accept that all monies collected through the **Beauty Stations Payment Services** are owed to the Partner and that, as a commercial agent, Beauty Stations is unable to draw from these monies for any purpose not explicitly mentioned in this Agreement.

The Partner also understands and accepts that its usage of the Beauty Stations Payment Services is available in consideration for the payment of Service Fees and that the Current Balance may be either decreased (in terms of debits for Service Fees) or increased (in terms of credits granted by Beauty Stations) based on specific, strict criteria related to the commercial terms outlined in this Agreement.

The Partner and Beauty Stations mutually accept that where a Client owes a payment to Partner, and the Client makes such payment to Beauty Stations (via the Payment Processor), then such obligation to pay is, as between Client and Partner, discharged when Beauty Stations receives the payment (via the Payment Processor).

In such event, Partner acknowledges that it shall not seek payment directly from the Client.

Further, any onward payment of amounts collected by Beauty Stations and due to the Partner will be strictly subject to the Partner having provided the Partner Services according to a Beauty Stations Booking following this Agreement. Subject to the preceding condition being satisfied by the Partner, onward payment of any balance will be payable by Beauty Stations or the Partner, as applicable, as described earlier in this section.

In the case of applicable debits and credits

The lists of applicable debits and credits are comprehensive; neither Beauty Stations nor its Payment Processors are authorised to debit or credit funds owed to Partners except as explicitly outlined in the use cases above.



Invoices generated by Beauty Stations and provided to Partners will itemise each adjustment to the Current Balance with the applicable reason for adjustment (in cases where multiple reasons may apply, only one justification will be provided).

From time to time, Beauty Stations may, at its discretion, choose to award free **Beauty Stations Credits** to the Partner ("**Credits**"). Beauty Stations shall notify the Partner of any award of free Credits through the Beauty Stations Wallet, and the Partner shall be able to see their total accumulated remaining free Credits in the Beauty Stations Wallet.

The Partner may use free Credits towards payment against specific services offered by Beauty Stations, as notified by Beauty Stations to the Partner via the Beauty Stations Services from time to time.

Free Credits are not exchangeable in any circumstances (including but not limited to not being exchangeable for cash, currency exchange or chargebacks), hold no value outside the Beauty Stations Services, are not transferable to any other person, and expire upon the Partner ceasing to use the Beauty Stations Services, or upon such date as Beauty Stations may notify to Partner from time to time.

Beauty Stations may at any time determine that any part of the Beauty Stations Services (including but not limited to any specific Additional Service) shall not be eligible to be paid for using free Credits.

Beauty Stations may also determine at any time, without notice, that free Credits shall cease and may remove any outstanding free Credits held by a Partner and not allocated to any Service Fee.

Applicable debits (further "Service Fees") include:

Subscription Fee

Service Fees owed to Beauty Stations for access to the Beauty Stations Subscription Services;

Booking Fee

Service Fees owed to Beauty Stations for provision of the Beauty Stations Booking Services and/or the Beauty Stations Payment Services, where applicable;

Payment Fee



Service Fees owed to Beauty Stations for the Partner's use of the Beauty Stations Payment Services;

New Client Fee

Service Fees owed to Beauty Stations by the Partner for each new Client referred to the Partner by the Beauty Stations Platform;

Messaging and Marketing Fees (excluding Automated Messages which are paid for in advance at the time of purchase)

Service Fees owed to Beauty Stations by the Partner in exchange for Messaging and Marketing Services;

Terminal Fee

Service Fees owed to Beauty Stations by the Partner in exchange for Terminals or other payment hardware;

Professional Services

Service Fees owed to Beauty Stations by the Partner in exchange for Professional Services;

Photography Fee

Service Fees owed to Beauty Stations by the Partner in exchange for Photography Services;

Chargeback

Service Fees imposed by Beauty Stations as a result of losses arising from Chargebacks related to the Partner's use of the Beauty Stations Services;

Chargeback Fee

Service Fees imposed by Beauty Stations as a result of additional penalties arising from Chargebacks beyond the amount of the original transaction;

Foreign Exchange Fee

Service Fees owed to Beauty Stations by the Partner in exchange for foreign exchange fees incurred by the Partner in connection with the Beauty Stations Payment Services;

Other Fees



Any other Service Fees owed to Beauty Stations by the Partner in exchange for additional services in accordance with applicable additional terms.

Applicable credits include:

Payment Failure

Credits owed by Beauty Stations to a Partner to correct for failed payments;

Bonus

Credits owed by Beauty Stations to a Partner for bonuses granted by Beauty Stations;

Refund

Credits owed by Beauty Stations to a Partner as a refund for Service Fees;

Credit

Credits owed by Beauty Stations to a Partner as a credit or grant towards future Service Fees;

Compensation

Credits owed by Beauty Stations to a Partner for other types of compensation.

How Partners can settle their Beauty Stations invoices

The Partner shall make all payments due to Beauty Stations through the Partner Credit Card or as otherwise agreed between Beauty Stations and the Partner without any deduction, whether by way of set-off, withholding, counterclaim, discount or otherwise.

If any sum due from the Partner to Beauty Stations under these terms is not paid on or before the due date for payment, then (i) all sums owing by the Partner to Beauty Stations shall become due and payable immediately; (ii) the Partner shall be responsible for any refunds, chargebacks, banking charges or other administrative expenses ("Bank Charges") incurred by Beauty Stations as a result of Partner's late payment; and (iii)

without prejudice to any other right or remedy available to Beauty Stations, Beauty Stations shall be entitled to:



- deduct any sums payable to Beauty Stations by the Partner and any such Bank Charges from any balance directly or indirectly collected by or on behalf of Beauty Stations on behalf of the Partner before onward payment of the Current Balance to the Partner;
- suspend or terminate its provision of the Beauty Stations Services and this Agreement, including disabling the Online Partner Profile or access to any of the other Beauty Stations Platform Services, until arrangements as to payment or credit have been established which are satisfactory to Beauty Stations; and
- charge the Partner the cost of obtaining judgment or payment, including all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure.

Payment methods

All payments due from Beauty Stations to the Partner shall be made via bank transfer using the bank details provided by the Partner to Beauty Stations in the Beauty Stations Business Software (and as set out in the Invoice Statement).

It is the Partner's responsibility to ensure that these details are correct. Beauty Stations will only make payments due to the Partner directly to the Partner and cannot make payments to any third party.

The Partner shall fully indemnify Beauty Stations and hold Beauty Stations harmless against any losses, damages or claims arising out of the Partner's failure to notify Beauty Stations of a change of bank account details, including but not limited to any Bank Charges incurred by Beauty Stations as a result.

In the event of a dispute between Beauty Stations and the Partner, any undisputed amount of Service Fees will be paid in accordance with this Payment Methods section to Beauty Stations.

The Partner must notify Beauty Stations of its disagreement within 10 days of receipt of the Invoice Statement setting out in detail the reason. If the Partner fails to do so, the Invoice Statement shall be deemed accepted by the Partner.

The Partner is responsible for withholding, reporting and remitting correct taxes applicable to the Service Fees in accordance with all applicable laws and the requests



of the relevant tax authorities, including for any interest and penalties imposed for late payment or failure to withhold.

If required, the Partner shall be solely responsible for agreeing with the relevant tax authorities on the tax treatment of the Service Fees.

The Partner shall, on the request of Beauty Stations, provide copies of tax payment certificates and/or tax exemption certificates.

The Partner represents and warrants that it is duly registered with all relevant tax authorities, where applicable.

What we promise you and what you promise us

We do the best we can

Beauty Stations may provide technical support to assist the Partner in using the Beauty Stations Services by email or via other means at its discretion.

Partners do not have a right to technical support unless agreed otherwise with Beauty Stations in writing.

Beauty Stations warrants that the Beauty Stations Services shall be performed with reasonable care and skill and shall materially comply with any description of such service as set out in this Agreement or otherwise made available by Beauty Stations from time to time.

Except for any express warranties stated herein, the Beauty Stations Services are provided to the Partner on an “as is” basis and no implied conditions, warranties or other terms, including any implied terms relating to satisfactory quality or fitness for any purpose, will apply to the Beauty Stations Services (including any Beauty Stations Business Software) or to anything supplied or provided by Beauty Stations under this Agreement to the maximum extent permitted by law.

In particular, Beauty Stations does not warrant:

- that the Beauty Stations Services will meet the Partner's specific requirements;
- that the quality of any products, services, information, or other material purchased or obtained by the Partner through the Beauty Stations Services will meet the Partner's requirements or expectations;



- that the Beauty Stations Services will be uninterrupted, timely, secure, contaminant-free or error-free;
- that any information or results that may be obtained from the use of the Beauty Stations Services will be accurate or reliable; or
- that any errors in the Beauty Stations Services will be corrected.

As a Partner you consent

The Partner understands and accepts that:

- Beauty Stations uses third-party vendors and hosting partners to provide the hardware, software, networking, storage, and related technology required to run the Beauty Stations Business Software, the Beauty Stations Platform (including the Online Partner Profile), and the Beauty Stations Widget;
- Beauty Stations shall have administrator access to all parts of the Beauty Stations Business Software; and
- Beauty Stations will track, using third-party tools (such as analytics and similar services), the Partner's use of, and the Partner's employees' use of, the Beauty Stations Business Software.

The tracking may cover interactions the user has, including (a) the technical details of the browser and device being used, (b) appointment creation, (c) editing employees, and (d) viewing the calendar.

This tracking will assist Beauty Stations in understanding how the Beauty Stations Business Software is used by Partners and will allow Beauty Stations to develop and improve the Beauty Stations Business Software.

The Partner must inform its employees that such tracking will take place, including by bringing Partner's employees' attention to references to the tracking in the **Beauty Stations Privacy Policy** and **Cookie Policy**.

As a Partner you warrant

As a Partner entering this Agreement, you represent and warrant that:



- you will not advertise or offer via the Beauty Stations Booking Services any medicine, prescription-only medication, controlled or restricted substances, or any procedure, process or activity which is regulated under any applicable law unless Beauty Stations's prior express consent has been obtained, or any other Partner Services which do not comply with applicable law;
- your business is not engaged in any **Prohibited Businesses** as defined by Beauty Stations from time to time;
- all content that the Partner supplies to Beauty Stations in connection with this Agreement and/or publishes (or provides to Beauty Stations for publication) on its Online Partner Profile, its Partner Store, the Messaging and Marketing Services or elsewhere on the Beauty Stations Platform will be accurate in all material respects and shall not infringe any other person's rights (including Intellectual Property Rights) or be defamatory, unlawful, offensive, threatening, pornographic or otherwise fall below general standards of taste and decency;
- you shall comply with all applicable laws and advertising regulations in the marketing, sale and provision of the Partner Services and shall obtain all licences, consents, authorities, qualifications and insurance it is either necessary or reasonably prudent for the Partner to obtain in respect of all its business activities and personnel, but especially in connection with the provision of Partner Services;
- any Comprehensive Data is complete, up-to-date, de-duplicated, and accurate, and provided to Beauty Stations (including enabling access) in compliance with applicable law, and that such provision or access does not breach any other agreement;
- you comply with applicable Data Protection Legislation, including providing Clients and your staff with all required transparency information about how each of you and Beauty Stations process the personal information;
- you are at least eighteen (18) years of age;
- you are either:
 - a sole proprietor managing a registered business in your local jurisdiction; or
 - an authorised signatory of your duly incorporated business;



- you are eligible to register and use the Beauty Stations Services and have the right, power, and ability to enter into and perform under this Agreement;
- the name identified by you when you registered is your name or business name under which you sell goods and services;
- any sales transactions submitted by you will accurately describe the products and/or services sold and delivered to a Client;
- you and all transactions initiated by you will comply with all applicable laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations;
- you are not engaged in any of the Prohibited Businesses;
- any sales transaction submitted by you through the POS Features will represent a genuine sale by you;
- except in the ordinary course of business, no sales transaction submitted by you through the POS Features or the Beauty Stations Payment Services will represent a sale to any principal, partner, proprietor, or owner of your entity; and
- you will not use the Beauty Stations Payment Services, directly or indirectly, for any fraudulent undertaking or in any manner to interfere with the use of any aspect of the Beauty Stations Booking Services.

In case of concerns or disputes

Our right to remove Online Partner Profiles

We may remove your **Online Partner Profile** from the **Beauty Stations Platform** if we assess, in our sole discretion:

- that the Partner is in violation of applicable law (including any local statutory or regulatory requirements or guidance), has failed to comply with this Agreement, Beauty Stations's policies or standards or court order;



- that Partner's use of the Beauty Stations Services may be harmful or objectionable to Beauty Stations, Clients, or third parties;
- that the Partner has a high volume of cancelled appointments or unfulfilled orders through the Beauty Stations Business Software;
- that the Partner consistently receives low or otherwise negative Client ratings, or responds to such ratings unprofessionally; or
- that your business is not suited for the Beauty Stations Platform.

If a Partner fails to honour any of its obligations listed above, the Partner shall be considered to be in material breach of this Agreement and may forfeit any payments due to it in connection with that Beauty Stations Booking.

Where we exercise our right to remove Online Partner Profiles under this section, your access to and benefits from the Beauty Stations Widget may also be removed, but we reserve the right to continue to charge any applicable Subscription Fee for access to the other Beauty Stations Subscription Services.

Suspending or terminating your access to Beauty Stations

This Agreement commences on the Effective Date and will continue in effect unless terminated in writing on not less than 30 days' written notice by either party.

Either party shall be entitled to terminate this Agreement with immediate effect by written notice to the other if:

- the other party commits a material breach of any of the provisions of this Agreement, including but not limited to any breach of **Your Use of the Beauty Stations Platform Services** or **Intellectual Property Rights**;
- the other party is in persistent non-material breach (whether remediable or not) of any of the provisions of this Agreement;
- (where such termination is permitted by law) the other:
 - becomes insolvent;
 - makes a composition with its creditors;



- an encumbrancer takes possession, or a receiver or administrator is appointed over its undertaking or the whole or a substantial part of any of the property or assets of that other party or an order is made, or an effective resolution is passed for its administration, receivership, liquidation, winding-up or other similar process, or has any distress, execution or other process levied or enforced against the whole or a substantial part of its assets (which is not discharged, paid out, withdrawn or removed within 28 days);
- that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- that other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the entity resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);
- anything equivalent or substantially similar to any of the foregoing under the law of any jurisdiction occurs in relation to that other party; or
- the other party ceases or threatens to cease to carry on business.

For the purposes of this **Suspending or terminating your access to Beauty Stations** section, in order for it to be possible to remedy a breach, it must be possible to take steps so as to put the other party into the same position which (save as to the date) it would have been in if the breach had never occurred.

Termination of this Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

Confidentiality

Each party acknowledges that, whether by virtue of and in the course of this Agreement or otherwise, it may receive or otherwise become aware of information relating to the other party, their marketing plans, their clients, customers, businesses, business plans, finances, technology or affairs, which is proprietary and confidential to the other party ("**Confidential Information**").



You acknowledge and agree that all information related to the **Beauty Stations Services** and any other technical or operational specifications or data relating to the Beauty Stations Services are all part of Beauty Stations's Confidential Information.

Each party undertakes to maintain and procure the maintenance of the confidentiality of Confidential Information at all times and to keep and procure the keeping of all Confidential Information secure and protected against theft, damage, loss or unauthorised access, and not at any time, whether during the term of this Agreement or at any time after that, without the prior written consent of the owner of the Confidential Information, directly or indirectly, use, disclose, exploit, copy or modify any Confidential Information, or authorise or permit any third party to do the same, other than for the sole purpose of the performance of its rights and obligations hereunder.

The terms of and obligations imposed by this **Confidentiality** section shall not apply to any Confidential Information which:

- at the time of receipt by the recipient is in the public domain;
- subsequently comes into the public domain through no fault of the recipient, its officers, employees or agents;
- is lawfully received by the recipient from a third party on an unrestricted basis; or
- is already known to the recipient before receipt hereunder.

The recipient may disclose Confidential Information in confidence to a professional adviser of the recipient or if it is required to do so by law, regulation or order of a competent authority.

This **Confidentiality** section shall survive the termination or expiry of this Agreement.

Our liability

Nothing in this Agreement shall exclude, or in any way limit, either party's liability:

- for death or personal injury caused by its negligence;
- for fraudulent misrepresentation or for any other fraudulent act or omission;
- to pay sums properly due and owing to the other in the normal course of performance of this Agreement; or



- for any other liability which may not lawfully be excluded or limited.

To the maximum extent permitted by applicable law, Beauty Stations is not liable to or responsible for the quality, safety, or fulfilment of the products or services offered through the **Beauty Stations Booking Services** or **Beauty Stations Store**. The Partner is responsible for the Partner Services that it provides to Clients. The extent of Beauty Stations's liability to the Partner is further detailed in the **Indemnity** section of this Agreement.

Subject to the first paragraph of this **Our liability** section, Beauty Stations shall not be liable (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) (and even if the Partner has advised Beauty Stations of the possibility of such loss or damage) for any:

- loss of income or profits;
- loss of sales, turnover, revenue, business or opportunity;
- loss of customers, contracts or opportunities;
- loss of or damage to reputation or goodwill;
- loss of anticipated savings;
- loss of any hardware, software or data;
- loss or waste of management or other staff time;
- other intangible losses; or
- any indirect, consequential or special loss or damage of any kind, howsoever arising and whether caused by tort (including negligence) relating to this Agreement.

Subject to the first paragraph of this **Our liability** section, the Partner expressly understands and agrees that as regards its use of any of the **Beauty Stations Platform Services**, Partner Store functionality, and/or Professional Services, Beauty Stations shall not be liable (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any loss, damage, expense or liability (even if the Partner has advised Beauty Stations of the possibility of such loss or damage) resulting from:



- the Partner's use of, or inability to use, any of the Beauty Stations Platform Services, Partner Store functionality and/or Professional Services (except for its normal intended purpose);
- unauthorised access to or alteration of the Partner's transmissions or data;
- statements or conduct of any third party on any of the Beauty Stations Platform Services, Partner Store functionality and/or Professional Services;
- any adaptation or modification of any of the Beauty Stations Platform Services, Partner Store functionality, Professional Services, or integration or combination with any other equipment, software, product or material not supplied by Beauty Stations, in each case carried out by anyone other than Beauty Stations or without Beauty Stations's express written consent; or
- any other matter relating to any of the Beauty Stations Platform Services, Partner Store functionality, and/or Professional Services.

Subject to the first and second paragraphs of this **Our liability** section:

- Beauty Stations's maximum aggregate liability under or in connection with this Agreement, including in respect of the **Beauty Stations Subscription Services**, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed **USD \$100 (or the equivalent amount in local currency)**; and
- Beauty Stations's maximum aggregate liability under or in connection with any Additional Service (but not where provided from time-to-time as part of the Beauty Stations Subscription Services), whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the fee paid or payable by the Partner in respect of such Additional Service.

Our liability - Beauty Stations messaging and marketing services

Without prejudice to the above liability provisions in these Terms, the Partner expressly understands and agrees that as regards its use of the **Beauty Stations Marketing Services**, Beauty Stations shall not be liable (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any loss, damage, expense or liability (even if the Partner has advised Beauty Stations of the possibility of such loss or damage) resulting from:



- the Partner's use of, or inability to use, the Messaging and Marketing Services (except for its normal intended purpose);
- any incorrect or accidental content or other information the Partner provides to Clients via the Marketing Services;
- the Partner's non-compliance with applicable Data Protection Legislation;
- any defect arising in the Messaging and Marketing Services as a result of misuse, wilful damage, negligence on the part of anyone other than Beauty Stations, abnormal operating conditions or any failure by the Partner to follow any instructions of Beauty Stations as to use;
- any adaptation or modification of the Messaging and Marketing Services, or integration or combination with any other equipment, software, product or material not supplied by Beauty Stations, in each case carried out by anyone other than Beauty Stations or without Beauty Stations's express written consent; or
- any other matter relating to the Messaging and Marketing Services.

Subject to the above paragraph of this **Our liability - Beauty Stations Messaging and Marketing Services** section and without prejudice to the above liability provisions of these Terms, Beauty Stations's maximum aggregate liability under or in connection with the Messaging and Marketing Services, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the fee paid or payable by the Partner in respect of the Messaging and Marketing Services.

Our liability - data migration

Beauty Stations is not responsible for any loss of, damage to, corruption, or other form of personal data breach with respect to any data which is migrated by the Partner, under the Partner's instructions or otherwise as part of the Professional Services.

Partner agrees it is wholly responsible and liable for the accuracy, completeness and legality of any data provided by the Partner pursuant to the Professional Services and any potential or actual taxation liabilities and/or regulatory penalties which may result from Beauty Stations's use of or access to such data.

This **Our liability** section in its entirety shall survive the termination or expiry of this Agreement.



Intellectual property rights

Subject to the third paragraph of this **Intellectual Property Rights** section, nothing in this Agreement shall cause the ownership of any Intellectual Property Rights belonging to one party to be transferred to the other.

Beauty Stations and/or its licensors shall, as between the parties, remain the owner of all Intellectual Property Rights in Beauty Stations's brands, trademarks and logos, and the **Beauty Stations Services** (including any of the Beauty Stations Platform, Beauty Stations Widget and Online Partner Profile Services, but excluding Partner Content).

Except as expressly permitted by or required under this Agreement, Partner may not use any of Beauty Stations's Intellectual Property Rights without Beauty Stations's prior written consent.

The Partner acknowledges that ownership of all Intellectual Property Rights in or relating to Clients' feedback and Clients' personal data in the Beauty Stations Business Software (including any database rights) shall vest in Beauty Stations. The Partner irrevocably and unconditionally assigns with full title guarantee all such rights to Beauty Stations. Beauty Stations grants the Partner a worldwide, royalty-free, non-exclusive licence to use such Intellectual Property Rights to operate its business subject to the Partner's ongoing compliance with the provisions of this Agreement.

The Partner shall promptly bring to the attention of Beauty Stations any improper or wrongful use of any Intellectual Property Rights of Beauty Stations which comes to the Partner's notice. The Partner shall assist Beauty Stations in taking all steps to defend Beauty Stations's Intellectual Property Rights but not institute legal proceedings of its own accord.

The Partner and/or its licensors shall, as between the parties, remain the owner of all Intellectual Property Rights in the Partner Content.

Indemnity

The Partner hereby agrees to indemnify, keep indemnified and hold harmless Beauty Stations and its officers, directors and employees, from and against any and all claims, demands, obligations, actual or alleged causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), expenses associated



therewith (including the payment of reasonable legal charges and disbursements) and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis)) and all other reasonable professional costs and expenses arising out of or in connection with any breach by the Partner of any term of this Agreement or arising out of any action brought by any third party relating to the Partner Services provided (or not provided), or actions (or failures to act), of the Partner or any person (other than Beauty Stations) acting on its behalf, including any action brought in connection with Partner directly or indirectly engaging in any Prohibited Business, any Data Protection Legislation, Intellectual Property Rights, or a Client visit to the Partner's place of business.

The Partner acknowledges that Beauty Stations enters into this Agreement for its own benefit but also as an agent for the benefit and on behalf of each of its officers, directors and employees (each an **"Indemnified Third Party"** and, collectively, the **"Indemnified Third Parties"**) and that the rights in respect of indemnification set out in this **Indemnity** section shall be rights and benefits of each such Indemnified Third Party (as if, in each case, a party to this Agreement in its own right).

Such rights shall be enforceable under this Agreement by Beauty Stations as agent for each such Indemnified Third Party.

Notwithstanding the foregoing, the Partner and Beauty Stations may agree in writing to amend any provision of this Agreement without the consent of any of the Indemnified Third Parties, even if that amendment affects or will affect the rights conferred on any Indemnified Third Party hereunder.

This **Indemnity** section shall survive the termination or expiry of this Agreement.

Miscellaneous

Consent to communication

Beauty Stations may contact the Partner via e-mail, telephone, SMS or WhatsApp using the contact information provided on the Beauty Stations Business Software, including in connection with Beauty Stations Bookings or other questions regarding Beauty Stations Services and/or the Partner Services. The Partner may also contact Beauty Stations by email at support@beautystations.net.



Change of control

In the event of a change of control or change to the senior management of the Partner, the Partner must bring the existence and terms of this Agreement to the new owner or manager's attention and inform Beauty Stations of the relevant new personnel's contact details by email at support@beautystations.net.

Notices

Any notice, invoice, or other communication that either party is required to serve on the other party shall be sufficiently served if sent to the other party at the address specified in this Agreement (or such other address as is notified to the other party in writing or by email, including support@beautystations.net for notices to Beauty Stations). Notices sent by registered post or recorded delivery shall be deemed to be served three Business Days following the day of posting. In all other cases, notices are deemed to be served on the day they are received.

Amendments

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities, so, please review our terms regularly.

Nature of relationship

The relationship of the parties is that of independent contractors dealing at arm's length. Except as otherwise stated in this Agreement, nothing in this Agreement shall or is intended to create a partnership or joint venture between the parties, constitute one party as the agent of the other or give either party authority to make or enter into commitments, assume liabilities or pledge credit on behalf of the other party. Neither party may act as if it were, or represent (expressly or by implying it) that it is, an agent of the other or has such authority.

Successors and assignees

The Partner may not assign, transfer, charge, sub-contract, or otherwise deal with any part or all of this Agreement without the prior written consent of Beauty Stations (not to be unreasonably withheld, conditioned or delayed).

Rights of third-parties



A person who is not a party to this Agreement has no right to enforce any term of or any rights under or in connection with this Agreement, whether under applicable law or otherwise.

Non-waiver of rights

The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right under this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall, in no way affect that party's right later to enforce or to exercise it.

No bribery

It is a condition of this Agreement that, in pre-contract negotiations and in the exercise of its rights or the performance of its obligations under this Agreement, each party shall at all times ensure that it complies with all applicable anti-bribery and anti-corruption laws and regulations and that it does not commit (or procure the commission of) any breach of such laws or regulations.

Severability

If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

Entire agreement

This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or written. Other than in respect of statements made fraudulently, no other representations or terms shall apply or form part of this Agreement.

Settling disputes, governing law, and courts

This Agreement shall be governed and interpreted in accordance with the laws of the **Kingdom of Saudi Arabia**. The parties submit to the jurisdiction of the competent courts of the Kingdom of Saudi Arabia to settle any dispute arising out of this Agreement.

Definitions



In this Agreement, the following words and expressions shall have the following meanings:

"Additional Service" means any optional service that Beauty Stations may make available to a Partner from time to time and which the Partner selects through the Beauty Stations Business Software or other applicable Beauty Stations channels.

"Additional Terms" means the terms which apply to any Additional Service, which shall be deemed to be incorporated into and form part of the terms of this Agreement.

"Affiliate" means, in relation to Beauty Stations, any entity that from time to time directly or indirectly controls, is controlled by, or is under common control with Beauty Stations.

"Agreement" or "Partner Terms of Business" means this Agreement (including all schedules, appendices, annexes and other attached or referenced documents, including any Additional Terms), which sets out the terms and conditions upon which Beauty Stations shall provide the Beauty Stations Services to the Partner and which comes into effect on the Effective Date.

"Authorised User" has the meaning given in the Beauty Stations Platform Services section.

"Bookable Staff" has the meaning given in the Beauty Stations Subscription Services section.

"Business Day" means a day other than a Saturday, Sunday or public holiday in the Kingdom of Saudi Arabia when banks are open for business.

"Cancellation Period" has the meaning given in the **How to handle cancellation of appointments** section of these Terms.

"Cancellation Policy" means a policy that is included in the Partner's Partner Terms of Sale of a Beauty Stations Booking whereby you may charge a Client (through the Beauty Stations Payment Services) a certain fee for a cancelled Beauty Stations Booking.

"Client Sale" has the meaning given in the **Beauty Stations Store** section.

"Closing Balance" has the meaning given in the **How we invoice our Partners** section of these Terms.



"Commission" means the commission (plus any applicable indirect taxes, such as VAT or other applicable taxes) payable by the Partner to Beauty Stations as set out in this Agreement and calculated based on the total amount payable by a Beauty Stations Client for a Beauty Stations Booking.

"Comprehensive Data" shall mean the following information: Partner Client list, future Client appointments, service list setup (including paid plans), consultation forms, standard Partner Vouchers, product catalogue, inventory, images and PDFs, in all cases as may be further described by Beauty Stations from time to time.

"Comprehensive Data Migration" means the services set out in the Comprehensive Data Migration terms or documentation as amended from time to time.

"Concierge Services" means the services set out in the Concierge Services terms or documentation as amended from time to time.

"Confidential Information" has the meaning given in the **Confidentiality** section of this Agreement.

"Content" has the meaning given in the Beauty Stations Platform Services section.

"Current Balance" has the meaning given in the **How we pay our Partners** section of these Terms.

"Client" means each Beauty Stations Client and Partner Client.

"Data Protection Legislation" means, as applicable, all data protection, privacy and direct marketing laws, regulations and regulatory requirements that may exist in any relevant jurisdiction, including guidance issued by any applicable data protection authority, relating to the processing of personal data and privacy, including the applicable laws and regulations of the Kingdom of Saudi Arabia and, where applicable, any other jurisdiction whose laws apply to the processing of personal data under this Agreement.

"Deposit Policy" means a policy that is included in the Partner Terms of Sale of a Beauty Stations Booking whereby a Partner may request that the Client (through the Beauty Stations Payment Services) purchase a Partner Credit of up to 100% of the value of the Beauty Stations Booking or Product order (a **"Deposit"**) at the time such Beauty Stations Booking is made.

"Developed Materials" has the meaning given to it in the **Intellectual property in Photography Services** section.



"Dispatch" has the meaning given in the **Beauty Stations Store** section.

"Effective Date" means the earliest of (a) the Partner beginning to receive the Beauty Stations Services, (b) the date on which the Partner ticks the box to confirm its acceptance of this Agreement on the Beauty Stations Business Software and (c) the date of any other agreement signed by the Partner concerning Beauty Stations Services.

"Beauty Stations Booking Services" means all appointment booking services, including creating appointments, adjustment, rescheduling, and cancelling appointments, along with any reviewing platform provided through the Beauty Stations Platform and/or the Beauty Stations Widget.

"Beauty Stations Booking with Online Payment" means a Beauty Stations Booking where the Beauty Stations Payment Services are used by the Client at the time of booking and excludes Pay Cash In-Store Bookings.

"Beauty Stations Booking" means an appointment booking made by or for a Client through the Beauty Stations Booking Services or via the Beauty Stations Payment Services to receive Partner Services, where, at the time of making the booking, the Client chooses a time and/or date at which to receive those Partner Services. A Beauty Stations Booking includes either Beauty Stations Bookings with Online Payments or Pay Cash In-Store Bookings.

"Beauty Stations Business Software" means the application available through the Beauty Stations partner portal and the Beauty Stations app available on supported mobile operating systems.

"Beauty Stations Client" means a Client who books Partner Services through the Beauty Stations Booking Services.

"Beauty Stations Payment Services" means (a) any online and in-app payment facility of the Beauty Stations Platform Services, and/or (b) payment services offered through hardware devices offered by Beauty Stations to you (as described in the **Beauty Stations Terminals** section).

"Beauty Stations Platform" means, together: (a) the website www.beautystations.net, accessible through any web browser (our **"Site"**), (b) our mobile application published through applicable app stores and downloaded and installed by you on your device (our **"App"**), and (c) the web interface owned and provided by Beauty Stations, which



a Partner may embed on their own website or social media channels (the "**Beauty Stations Widget**").

"**Beauty Stations Platform Services**" means the provision of access to the Beauty Stations Platform, Beauty Stations Business Software, Online Partner Profile and Beauty Stations Widget.

"**Beauty Stations Services**" means the services Beauty Stations provides under this Agreement, in return for the Service Fees, including as applicable: (a) access to the Beauty Stations Platform Services; and (b) access to the Beauty Stations Booking Services (including the receipt of Beauty Stations Bookings).

"**Beauty Stations Subscription Services**" means the provision of access to the Beauty Stations Platform Services and any Additional Services that Beauty Stations may in its discretion choose to provide in return for payment of the Beauty Stations Subscription Fee from time to time.

"**Beauty Stations Wallet**" means an area within the Beauty Stations Business Software where the Partner may access information relating to Beauty Stations service fees and fee payments, collections, and Credits.

"**Beauty Stations Widget**" means the web interface owned and provided by Beauty Stations, which a Partner may embed on their own website and/or social media channels, and through which Clients may book online with the Partner directly.

"**Beauty Stations**", "**we**," "**us**" or "**our**" means the entity operating the Beauty Stations Platform and providing the Beauty Stations Services and may be contacted at support@beautystations.net.

"**Help Centre**" means the place where we provide information about our products and how to use them. The Beauty Stations Help Centre may be made available through the Beauty Stations Platform, Beauty Stations Business Software, website or other channels notified by Beauty Stations.

"**Intellectual Property Rights**" means all intellectual property rights on a worldwide basis, whether currently in existence or otherwise and whether vested or contingent, including copyright (including foreign language translation rights), design rights, database rights, rights in any domain names, registered designs, patents, trademarks, trade names, signs and other designations provided the foregoing is of a proprietary nature and all similar rights whether registered or otherwise (including all extensions,



reversions, revivals and renewals thereof). In relation to registrable rights, the above shall include any applications made or rights to make applications regarding any such rights.

"Invoice Statement" has the meaning given in the **How we invoice our Partners** section of these Terms.

"Marketing Services" has the meaning given to it in the Beauty Stations Messaging and Marketing Services section.

"No-Show Policy" means a policy that is included in the Partner Terms of Sale of a Beauty Stations Booking whereby you may charge a Client (through the Beauty Stations Payment Services) a certain fee for a Beauty Stations Booking in which the Client fails to show up to your place of business at the time indicated on the Beauty Stations Booking.

"Online Partner Profile" means a customisable website or business profile powered by the Beauty Stations Business Software and accessible via the Beauty Stations Platform. The Online Partner Profile is offered as one of the Beauty Stations Services, and may contain a "Book Now" button connecting Clients to the Partner Services.

"Opening Balance" has the meaning given in the **How we invoice our Partners** section of these Terms.

"Order Confirmation" means a confirmation provided by Beauty Stations to the Partner for any purchase of Additional Services.

"Partner", **"you"** and **"your"** mean the party which offers their goods and services for sale or booking on the Beauty Stations Platform or the Beauty Stations Widget pursuant to this Agreement.

"Partner Account" means an account on the Beauty Stations Business Software belonging to a particular Partner that the Partner's owners, staff, and other individuals can access.

"Partner Content" means any material provided or made available by or on behalf of the Partner to Beauty Stations for the purposes of incorporation into the Beauty Stations Booking Services, Beauty Stations Business Software, or any other services for the Partner, but excluding Partner Client Data.



"Partner Credit Card" means a credit card provided by the Partner and supplied to Beauty Stations through the Beauty Stations Business Software, to which Beauty Stations is authorised to charge Service Fees.

"Partner Credit" means a credit that is purchased by the Client for the purpose of providing a pre-payment to a Partner in respect of a Partner Service.

"Partner Client" means a Client who books Partner Services or orders a Product directly with you through any means other than through the Beauty Stations Booking Services or Beauty Stations Store and whose details are stored on your Partner Account.

"Partner Offer" means a promotional offer set out in a Partner Voucher in respect of certain Partner Services.

"Partner Services" means any products, goods and/or services of a Partner offered for purchase or booking to a Client, including via the Beauty Stations Platform, Beauty Stations Widget or Beauty Stations Store.

"Partner Store" has the meaning given to it in the **Beauty Stations Store** section.

"Partner Terms of Sale" mean the date, time, price, Partner Services, discount, location, and any other details and conditions (including regarding deposits, cancellation, no-shows or refunds) provided through the Beauty Stations Platform at the time that a Beauty Stations Booking is made by a Client.

"Partner Store Terms" has the meaning given in the **Beauty Stations Store** section.

"Partner Voucher" means a voucher issued by the Partner which includes details of a Partner Offer along with a unique security code, which, when presented in physical or electronic form, entitles the Partner Voucher holder to receive the Partner Offer from the Partner subject at all times to the Partner Voucher Rules.

"Partner Voucher Expiry Date" means the expiry date specified on a Partner Voucher after which the Partner Voucher is no longer redeemable (and is void).

"Partner Voucher Rules" means the eligibility requirements and other terms and conditions relating to the redemption of a Partner Voucher and the supply of the relevant Partner Services, as provided by the Partner and set out on the Partner Voucher or otherwise made available to Clients.



"Pay Cash In-Store Booking" means a Beauty Stations Booking where the booking is not paid for online using the Beauty Stations Payment Services.

"Payment Processor" means the third-party payment processor supporting Beauty Stations with the provision of the Beauty Stations Payment Services.

"Photo Booking" has the meaning given to it in the **Partner's Photoshoot obligations** section.

"Photography Services" has the meaning given to it in the Beauty Stations Photography Services section.

"POS Features" means the features available on the Beauty Stations Business Software that allow Partners to record sales and payment methods, including the ability for Partners to generate tax invoices for Partner Clients.

"Pricing Change Notice" has the meaning given in the **Beauty Stations Charges and Fees** section.

"Products" has the meaning given in the **Beauty Stations Store** section.

"Professional Services" means any professional services nominated as such by Beauty Stations, including Concierge Services and Comprehensive Data Migration.

"Prohibited Business" means a product or service set out in Beauty Stations's prohibited business requirements or otherwise notified by Beauty Stations to the Partner from time to time.

"Promo Codes" means a promotional code which Partners can generate and share with third parties to use when purchasing Partner Services, and are always subject to the Promo Code Rules.

"Promo Code Rules" means the eligibility requirements and other terms and conditions relating to the use of Promo Codes brought to the attention of any third party who receives a Promo Code.

"Refunds Policy" means a return and refunds policy that is included in the Partner Terms of Sale.

"Sales Revenue" has the meaning given in the **Beauty Stations Store** section.

"Security Incident" has the meaning provided in the **Independent Controllers** section of this Agreement.



"Service Fees" means, as applicable, the Subscription Fee, Commission and any other fees (plus any applicable indirect taxes, such as VAT or other applicable taxes) payable by the Partner in order to receive the Beauty Stations Services, as further set out in the **Applicable Debits (further "Service Fees")** section and in any Additional Terms.

"Terminal" has the meaning given in the **Beauty Stations Terminals** section.

"Training Session" has the meaning given in the **Beauty Stations Training Services** section.

"User Documentation" has the meaning given in the Beauty Stations Platform Services section.

Interpretation

In this Agreement (including the introduction and schedules), unless the context otherwise requires:

- reference to a person includes a legal person (such as a limited company) as well as a natural person;
- unless the context otherwise requires, words in the singular shall include the plural and vice versa;
- section and paragraph headings are for convenience only and shall not affect the construction of this Agreement;
- reference to "including" or any similar terms in this Agreement shall be treated as being by way of example and shall not limit the general applicability of any preceding words; and
- reference to any legislation shall be to that legislation as amended, replaced, extended, re-enacted or consolidated from time to time and to any subordinate provision made under that legislation.