

BONNTI INC BEAUTY SERVICES: CLIENT TERMS AND AGREEMENTS

Effective Date: May 15, 2020

Welcome to Bonnti . The following terms and agreements constitutes the complete agreement between you ("Client" or "you") and Bonnti Inc.-("Bonnti," "we," or "us"). Before you may use our booking platforms (website and mobile application), you must read, understand, and accept all of the Terms and Conditions in this Terms of Service ("TOS") and the included Privacy Policy. This TOS is effective upon acceptance. USE OF ANY FUNCTIONALITY OF THE MOBILE APPLICATION AND OR WEBSITE CONSTITUTES ACCEPTANCE OF THIS TOS.

Bonnti may update or revise this Agreement from time to time. You agree that you will review this Agreement periodically. You are free to decide whether or not to accept a modified version of this Agreement, but accepting this Agreement, as modified, is required for you to continue using the Bonnti booking services. You must click "agree" to show your acceptance of any modified version of this Agreement. If you do not agree to the terms of this Agreement or any modified version of this Agreement, your sole recourse is to terminate your use of the services provided by Bonnti, in which case you will no longer have access to your Bonnti Account (as defined below). Except as otherwise expressly stated by Bonnti, any use of Bonnti platforms is subject to the version of this Agreement in effect at the time of use.

Bonnti Inc.

Bonnti provides the professional booking platform for the purpose of assisting in securing beauty professionals for their beauty services. In response to a Bonnti client's request to book a service through the Mobile Application or website, Bonnti directly notifies the Bonnti Professional of the client booking request through the Bonnti booking platform. A Bonnti Professional may accept or reject a Bonnti client's booking request at his or her sole discretion. Bonnti Professionals at no time shall be required by Bonnti to accept a Bonnti client booking request.

Each Bonnti Professional may in his or her sole discretion to determine at what times and on what dates a Bonnti Professional shall make himself or herself available on the Bonnti booking platform to accept booking requests from a Bonnti client. Nothing contained in this Agreement shall require any Bonnti Professional to make himself or herself available on the Bonnti booking platform for any minimum length of time as a condition of use of the Bonnti

Your Obligation

Client agrees to the following a) provide a safe and clean workspace that is free of conditions that would make it difficult for the Bonnti professional to perform the requested service (determined by each Bonnti Professional in his or her sole discretion).

(b) will provide a toilet and hand washing facilities consisting of at least one commode and one hand washing sink with running hot and cold water, liquid soap and individual clean towels or hand air dryer shall be accessible. Client must also be in close proximity to electrical outlet for tools being used during service.

(c) During the time of service by Bonnti Professional, pets and children are not permitted to be in the same workroom where the service will be provided, as the Bonnti professional will have equipment that may cause harm.

(d) Bonnti Professionals have the right to refuse or terminate their service to anyone at any time if regulations are not met or if Bonnti professional feels unsafe or uncomfortable during the in-home or remote location service, environment or conditions for any reason.

Payment

In order to use the Bonnti Payment Services, you must provide account information for at least one operational and valid domestic United States credit card through the Bonnti Application. You may add, delete, and edit the bank account information you have provided from time to time through the Mobile Application or website

General

User Accounts.

In order to use all aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). Account registration requires you to submit to Bonnti certain personal information, such as your name, address, mobile phone number and age, as well as, at least one valid payment method supported by Bonnti . You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your account username and password at all times. Unless otherwise permitted by Bonnti in writing, you may only possess one account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your account or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

Membership Access

The Mobile Application and website is not available to minors under the age of 18 or to any users suspended or removed from the system by Bonnti or any reason. In consideration of your use of the Mobile Application or website, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you do not qualify within the age limitations, you may not use the Bonnti Platforms.

License

Subject to your compliance with these Terms, Bonnti grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use of the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use of any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Bonnti .

Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Bonnti does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

Referrals and Promotional Codes

Bonnti may, in its sole discretion, create referral and/or promotional codes ("Promo Codes") that may be redeemed for discounts on future Services, or other features or benefits related to the Services, subject to any additional terms that Bonnti establishes. You agree that Promo Codes:

(a) must be used for the intended audience and purpose, and in a lawful manner; (b) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by Bonnti; (c) may be disabled by Bonnti at any time for any reason without liability to Bonnti; (d) may only be used pursuant to the specific terms that Bonnti establishes for such Promo Codes; (e) are not valid for cash; and (f) may expire prior to your use. Bonnti reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other Bonnti Professional in the event that Bonnti determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of Bonnti TOS.

Description of Services

Only through the Bonnti platforms, Bonnti provides Bonnti Professionals with the ability to accept or deny client appointments for a specific date/time/location, accept payment for service with optional tip, and market one's self with a customizable professional profile. Bonnti Professionals are responsible for transportation to and from the accepted location to provide your chosen beauty service. Bonnti Professionals are responsible for all necessary supplies to complete your scheduled service from start to finish. Bonnti Professionals are responsible for obtaining access to the Bonnti platforms and that access may involve third-party fees (such as Internet service provider or airtime charges). In addition, you must provide and are responsible for all equipment necessary to access the Mobile Application.

User Provided Content.

Bonnti may, in its sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Bonnti through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). By providing User Content to Bonnti, you grant Bonnti a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Bonnti's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Bonnti the license to the User Content as set forth above; and (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor Bonnti's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Bonnti in its sole discretion, whether or not such material may be protected by law. Bonnti may, but shall not be obligated to, review, monitor, or remove User Content, at Bonnti's sole discretion and at any time and for any reason, without notice to you.

Disclaimers; Limitation of Liability

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." BONNTI DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, BONNTI MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. BONNTI DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK (INCLUDING ALL HEALTH RISKS SUCH AS COVID 19) ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. LIMITATION OF LIABILITY.

BONNTI SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF BONNTI EVEN IF BONNTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BONNTI SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF BONNTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BONNTI SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND BONNTI'S CONTROL.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, BONNTI LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON BONNTI CHOICE OF LAW PROVISION SET FORTH BELOW.

Indemnity

You agree to indemnify and hold Bonnti and its affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Bonnti ' use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.