

PieBooking Terms of Service

Last amendment: February 2, 2022

These PieBooking Terms of Service (the "Terms of Service" or "Agreement") govern the use of the mobile and internet-based services provided by PIE SERVICES LLC, a Florida limited liability company, having a business address at 924 E 124th Ave #A, 33612 Tampa, Florida, USA ("PieBooking," "we" or "us") at and through the website piebooking.com, the PieBooking mobile application and technology platform (collectively, the "Services" or the "Platform"). The Terms of Service include all exhibits or policies referenced in the Terms of Service.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN PIEBOOKING AND YOU, WHICH GOVERNS YOUR USE OF THE SERVICES. YOUR USE OF THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO ALL OF THE TERMS AND CONDITIONS IN THESE TERMS OF SERVICE AND YOUR REPRESENTATION THAT YOU ARE AN INDIVIDUAL WHO CAN FORM LEGALLY BINDING CONTRACTS UNDER APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, THE SERVICES ARE NOT AVAILABLE TO CHILDREN (PERSONS UNDER THE AGE OF 18) OR USERS WHO HAVE HAD THEIR USER ACCOUNT TEMPORARILY OR PERMANENTLY DEACTIVATED. BY BECOMING A USER, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO ENTER INTO AND ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU OBJECT TO ANYTHING IN THESE TERMS OF SERVICE, YOU ARE NOT PERMITTED TO USE THE SERVICES.

1. About the Platform

The Platform provides a marketplace for clients ("Clients" or "you") seeking grooming services ("Grooming Services") by connecting Clients with barbers and/or grooming professionals (collectively, "Professionals" or also "you"). The Professionals and Clients are both users of the Services and are hereinafter referred to collectively as "Users".

PieBooking provides the Platform for Professionals and Clients to connect and serves only as a medium to facilitate the provision of Grooming Services. PieBooking does not provide or contract for Grooming Services. Professionals and Clients contract independently for the provision of Grooming Services. Each Client is solely responsible for selecting the Professional, the Grooming Services to be provided and the location at which Grooming Services will be performed, whether on the premises of a Professional or at a site designated by the Client. Any decision by a Client to receive Grooming Services or by a Professional to provide Grooming Services is a decision made in such person's sole discretion.

PieBooking does not have control over the quality, suitability, reliability, timing, durability, legality, failure to provide, or any other aspect whatsoever of any Grooming Services provided by Professionals nor of the integrity, responsibility or any of the actions or omissions whatsoever of any Professionals or Clients. Pie Booking makes no representations or warranties whatsoever

with respect to Grooming Services provided by Professionals or requested by Clients through use of the Services, whether in public, private, or offline interactions, or about the accreditation, registration or licensing of any Professional. PieBooking does not routinely screen Users, inquire into the background of Users or attempt to verify information provided by any User. PieBooking does not verify or confirm that any User is who they claim to be or is accurately representing themselves and does not verify or confirm any representations with respect to Grooming Services or Professionals' identity on the Platform. PieBooking does not assume any responsibility for the accuracy or reliability of this information or any information provided on or through the Platform. Although the Services are intended to provide each Professional's availability in real-time, it is possible that a scheduling conflict may occur that requires the Professional to reschedule Client's reservation. Creation of a reservation using the Services is not a guarantee that the Professional will honor the reservation as scheduled. PieBooking cannot guarantee availability of the Grooming Services to any User.

Clients acknowledge and agree that the Professionals and not PieBooking are solely responsible for providing Grooming Services and any information or warranties related thereto. PieBooking is not a party to the service contracts concluded between Users through the Platform and, therefore, PieBooking will not be liable for any direct, indirect, consequential or inconsequential loss or damage that results from such service contracts and any business transactions made between the Users. The Users are entitled to enter into additional agreements governing their service contracts, provided that (i) the agreed terms shall not expand or amend these Terms of Service and, (ii) in case there is a conflict between the terms of a service contract and these Terms of Service, these Terms of Service shall prevail.

The Professionals are solely responsible for:

- Ensuring that they are qualified in providing Grooming Services;
- Ensuring that Grooming Services are provided in accordance with the standards of skill and care reasonably expected from a leading service provider in Professional's industry;
- Preparing, negotiating, concluding, and executing service contracts with Clients; and
- Cooperating with PieBooking in any audits by providing information and records about such service contracts, invoices, tax returns, and other financial reports issued under service contracts.

2. Domain Customization Options for Professionals

PieBooking offers several customization options to Professionals as part of the Services, including the use of a custom domain name. Professionals have the following three options to customize a domain name:

- i. Professional chooses a domain name through the Platform: The Professional will select a unique domain name such as name.com, in which the Professional can choose such "name". PieBooking will purchase, maintain and pay all the costs for such domain and own that domain. PieBooking shall own that domain even after termination of this

Agreement for any reason or no reason. No rights are granted to Professional's use of the domain other than as provided herein. PieBooking reserves all rights to the domain other than those explicitly granted herein. Note, however, if this Agreement is cancelled for any reason, then PieBooking may, in its sole discretion, transfer the use of the Professional's domain to the Professional for an administration fee, currently set at \$1,000.00. PieBooking may waive such administration fee, in its sole discretion. Upon transfer, PieBooking will no longer have any control over the domain name, and Professional will maintain and pay all the costs for such domain name, subject to the terms and conditions of the third-party domain name hosting service provider. Or

- ii. Professional chooses a PieBooking sub-domain name through the Platform: PieBooking also offers sub-domain names such as name.piebooking.com, in which the Professional can choose such "name". PieBooking will maintain and pay all the costs for such sub-domain and own that sub-domain even after termination of this Agreement for any reason or no reason. No rights are granted to Professional's use of the sub-domain other than as provided herein. PieBooking reserves all rights to the sub-domain other than those explicitly granted herein. Or
- iii. Professional brings own domain name: If the Professional brings its own domain name, then it belongs to the Professional and the Professional remains responsible for all costs related to the domain name. The Professional hereby authorizes PieBooking to use the domain name with no restrictions in order to make the Service available to the Professional. The Professional further agrees to (i) provide all the required information to PieBooking, (ii) allow PieBooking to control website records and DNS settings, (iii) permit PieBooking to change the look of the existing forward-facing website to Professional's PieBooking website.

All domain names are provided on a first come, first served basis. The domain name must be unique and not infringe on any third-party intellectual property rights. The Professionals are not allowed to transfer the customized domain or sub-domain to third parties in any circumstances. Professional's use of the customized domain or sub-domain is subject to the terms and conditions of a third-party hosting service provider. PieBooking may provide Professional's registration information to the third-party domain host for the purpose of facilitating the services that are necessary for hosting the requested customized domains or sub-domains.

PieBooking may terminate the customized domain or sub-domain without notice. We may also terminate the customized domain or sub-domain if there is no activity for 180 days.

For the avoidance of doubt, all three options above are subject to the terms of this Agreement. You may contact us at support@piebooking.com for additional information.

3. Client's Payment for Grooming Services

You, the Client, will be presented with the option to pay online now or pay later at the Professional's place of business for the Grooming Service that you book through the Platform. If you select the "Pay Online Now" option, then PieBooking will immediately charge the amount to your credit, debit card, Google Pay, Apple Pay, Square Up, PayPal, or any other payment method chosen by you. If the Client decides to pay through the Platform, the service fees shall be deducted from Client's payment method. Should the Client's payment method be rejected or payment cancelled for any reason whatsoever, the booking shall not be reserved and will automatically expire. If you select "Pay Later at the Groomer", then you will pay the Professional at the time of the Grooming Service. Please note that taxes and fees may vary between the two payment options. As a Client, you agree that any amounts charged for Grooming Services ("Charges") are mandatory and due and payable immediately upon booking Grooming Services or completion of Grooming Services. Charges include applicable fees for Grooming Services, plus any tips to the Professional that you elect to pay, and applicable taxes and other applicable fees. Grooming Service fees are set by Professionals and are set forth on the webpage and mobile application of the respective Professional on the Platform.

If you do not show up, cancel, make repeated and frequent cancellations, or show up late to receive Grooming Services, then you agree to pay a "Cancellation Fee" or a "No-Show Fee" if applicable. Each Professional's Cancellation Fee and No-Show Fee (which can be up to 100% plus fees, if any) is set forth on such Professional's webpage and mobile application on the Platform.

In connection with using the Platform to receive Grooming Services, you are required to enter payment information. By entering your payment information when requested, you authorize PieBooking and its third-party payment processors (the "Payment Processors") to charge and process your payments, including, without limitation, the "Cancellation Fee" and "No-Show Fee". While PieBooking takes what we believe to be reasonable efforts to ensure secure transmission of your information to the Payment Processors, PieBooking is not responsible for any fees or charges assessed by the Payment Processors or any errors in the processing of payments by third parties, including any errors that result from third-party negligence, improper transmission of payment information, your mistaken submission of payment information, or your submission of erroneous payment information.

PieBooking facilitates the payment transaction per these Terms of Service between Users, but is not responsible for mediating any resulting disputes. PieBooking has no obligation to provide refunds or credits, but may grant them in extenuating circumstances, or to correct any errors made by PieBooking, in each case in PieBooking's sole discretion.

4. Payment Processing Services

PieBooking is not a bank and does not offer banking services. PieBooking facilitates the processing of payments Professionals receive from Clients using Payment Processors, this means that we collect, analyze and relay information generated in connection with these payments and these payments are processed by Payment Processors. PieBooking may change Payment Processors in its sole discretion at any time and without notice. Upon addition of a new

payment method, PieBooking may seek authorization of your selected payment method for verification purposes to ensure that the cost of Grooming Services will be covered and protected against unauthorized behavior. The authorization is not a charge. However, it may reduce your available credit by the authorization amount until your next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft or non-sufficient funds charges by the institution issuing your debit, credit card or any other payment method. PieBooking is not responsible for these charges and is unable to assist you in recovering them from your issuing institution.

PieBooking uses the payment information provided by you as described in our privacy policy. You may add, delete, and edit any payment information you have provided from time to time. If you provide payment information for more than one valid payment method, you must select which one you want to use to pay your bill.

By providing any payment information through the Platform, you represent, warrant, and covenant that: (1) you are legally authorized to provide such information to us; (2) you are legally authorized to perform payments from the debit or credit card account(s); and (3) such action does not violate the terms and conditions applicable to your use of such payment method account(s) or applicable law.

When you authorize a payment method account via the Platform, you represent, warrant, and covenant that there are sufficient funds or credit available to complete a payment using such payment method.

When you indicate through the Platform that you intend to pay your bill using the Platform, you authorize PieBooking to charge your payment method account for the full amount of your final bill. You may only use the Platform to pay the full amount of the bill; no split checks or partial payments are permitted. You are responsible for timely payment of all amounts owed by you to us or the Professionals.

Payment Processors have their own acceptance policies and procedures and PieBooking has no control over the Payment Processors. PieBooking will facilitate your application with the Payment Processor via the Platform. Your approval or rejection is solely subject to Payment Processors' discretion.

5. Professional Payment for Services

PieBooking may offer different services to Professionals that they may select, that are subscription-base (recurring payment), and other services that are one-time payment services. Any subscription or one-time service, including services provided by selected third-party partners, and any other charges you may incur in connection with your use of the Platform, including taxes and possible transaction fees, will be charged to your payment method or to your valid bank account. All fees are fully earned upon payment. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you cancel your account, we may suspend your access to the Platform until we have successfully charged a valid payment method.

6. Payouts to Professionals

If a Client pays for Grooming Services via the Platform's Payment Processor, then the Payment Processor will automatically initiate a payout of proceeds received from Client to the Professional's valid, linked bank account after completion and settlement of payments. Payment Processor will charge a fee for each payment processed. These charges may change any time without notice.

7. Refunds to Clients by Professionals

By accepting card transactions and other payment methods through the Platform, you (the Professional) agree to process returns of, and provide refunds and adjustments for, your goods or services through your Account in accordance with these Terms. You are obliged to disclose your return or cancellation policy to the Clients at the time of purchase. The amount of the refund/adjustment must include any associated taxes required to be refunded and cannot exceed the amount shown as the total on the original sales data (except by the exact amount required to reimburse the Client for postage that the Client paid to return merchandise). If your refund policy prohibits returns or is unsatisfactory to the Client, you may still receive a chargeback relating to such sales. You can process a refund through your Account up to sixty (60) days from the day you accepted the payment. If your available balance is insufficient to cover the refund, the Payment Processor will withdraw up to the requested refund amount (plus any additional Payment Processor fees) from a payment method registered with your account and credit it back into the Client's payment method. The fees are refunded by the Payment Processor, so the full purchase amount is always returned to your Client.

8. Taxes

You are responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason for your use of the Platform ("Taxes"). You also are solely responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority. PieBooking shall report payments made to governmental entities as required by law by looking at the taxpayer identification number ("TIN") associated with your account, including the applicable social security number ("SSN") or entity identification number ("EIN").

9. Processing Errors

We will use reasonable attempts to fix processing errors. Your failure to notify PieBooking of a processing error within thirty (30) days of when it first appears on your electronic transaction history may be deemed a waiver of any right to amounts owed to you.

10. PieBooking Accounts

i. Account Registration

By creating an account on the Platform (an "Account"), you are granted a limited, personal, non-transferable, non-sub licensable, non-exclusive, and revocable right to use the Platform subject to the restrictions set forth in these Terms of Service. In registering for an Account, you agree to provide true, accurate, current and complete information about yourself ("Registration Data"). You further agree that, in providing such Registration Data, you will not knowingly omit or misrepresent any material facts or information and that you will promptly enter corrected or updated Registration Data via the Platform, or otherwise advise us promptly in writing of any changes or updates to your Registration Data. You further consent and authorize us to verify your Registration Data as required for your use of and access to the Platform. We reserve the right to suspend or terminate the Account of anyone who provides inaccurate, untrue, or incomplete information, or who fails to comply with the account registration requirements.

ii. Account Registration

You agree to maintain your Account solely for your own use. You agree that you will not allow another person to use your Account IDs to access or use the Platform under any circumstances. You are solely and entirely responsible for maintaining the confidentiality of your Account credentials and for any charges, damages, liabilities or losses incurred as a result of your failure to do so. We are not liable for any harm caused by or related to the theft of your Account credentials, your disclosure of your Account credentials, or your authorization to allow another person to access or use the Platform using your Account credentials. Furthermore, you are solely and entirely responsible for any and all activities that occur under your Account, including any charges incurred relating to the Platform. You agree to immediately notify us of any unauthorized use of your Account or any other breach of security known to you. You acknowledge that the complete privacy of your data and messages transmitted while using the Platform cannot be guaranteed.

We reserve the right but are not under obligation to verify the Accounts, including, without limitation, verifying the identity, location, payment methods, and email addresses, during the registration of the Account or from time to time thereafter. You agree to supply to us the requested information to keep your Account active. We reserve the right to temporarily suspend your Account during the verification process and terminate the Account if the verification fails.

iii. Linking Account

As part of the functionality of the Platform, you may link your Account with online accounts you may have with third-party service providers (each such account, a "Third-Party Account") by either: (i) providing your Third-Party Account login information through the Platform; or (ii) allowing PieBooking to access your Third-Party Account, as is permitted under the applicable terms and conditions that solely govern your use of such Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to PieBooking and/or grant PieBooking access to your Third-Party Account (including, but not limited to, for use for purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating PieBooking to pay any fees or making

PieBooking subject to any usage limitations imposed by such third-party service providers. By granting PieBooking access to any Third-Party Accounts, you understand that PieBooking may access, make available and store (if applicable) any content that you have provided to and stored in your Third-Party Account, including without limitation text, images, photos, graphics, audio or video, any friend lists, mutual friends lists, posts, comments, following/followed lists and liked lists (“Social Networking Service content,” the “Content,” or SNS Content”), so that it is available on and through the Platform to other Users. Unless otherwise specified in these Terms of Service, all SNS Content, if any, shall be considered to be your information. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personal data that you post to your Third-Party Accounts may be available on and through your Account on the Platform. Please note that if a Third-Party Account or associated service becomes unavailable or PieBooking’s access to such Third-Party Account is terminated by the third-party service provider, then SNS Content may no longer be available on and through the Platform. At your request made via e-mail, PieBooking will deactivate the connection between the Platform and any of your Third-Party Accounts and delete any applicable information stored on PieBooking servers that was obtained through such Third-Party Account. PieBooking makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or non-infringement. PieBooking IS NOT RESPONSIBLE FOR ANY SNS CONTENT.

The Platform may contain links to third party websites that are not owned or controlled by PieBooking. PieBooking has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, PieBooking will not and cannot censor or edit the content of any third-party sites. BY USING THE PLATFORM, YOU EXPRESSLY RELIEVE PIEBOOKING FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD-PARTY WEBSITE.

11. Termination of Account

PieBooking reserves the right, in its sole discretion, to terminate your Account if you violate these Terms of Service or for any reason or no reason at any time. We may also suspend your access to your Account (including the funds in your Account), the Platform and the Services if you: (i) have violated the terms of this Agreement, any other agreement you have with PieBooking, PieBooking’ policies, or any applicable laws, (ii) provide any false, incomplete, inaccurate, or misleading information or otherwise engage in dishonest, fraudulent or illegal conduct, or (iii) use of abusive, insulting or unprofessional language.

If your Account is terminated or suspended for any reason or no reason, you agree: (i) to continue to be bound by this Agreement, (ii) to immediately stop using the Platform, (iii) that the license provided under this Agreement shall end immediately, (iv) that we reserve the right (but have no obligation) to delete all of your information and Account data stored on our servers, and (v) that PieBooking shall not be liable to you or any third party for termination or suspension of access to the Platform or for deletion of your information or Account data.

PieBooking will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Platform, or in connection with any termination or suspension of the Platform. Any termination of this Agreement does not relieve you of any obligations to pay any refunds,

charges, cancellations fees or other fees or costs accrued prior to the termination and any other amounts owed under this Agreement.

PieBooking is not liable for any losses relating to fraudulent charges, or other actions by any User that are deceptive, fraudulent or otherwise invalid ("Fraudulent Actions"). By using the Platform, you hereby release PieBooking from any liability arising from Fraudulent Actions. You will also use best efforts to promptly notify PieBooking of any Fraudulent Actions, which may affect the Platform. PieBooking reserves the right, in its sole discretion, to terminate the Account of any User that engages in, or enables any other User to engage in, Fraudulent Actions.

12. Feedback.

If available, Users may leave feedback about other Users in a form of reviews, comments, indicators of satisfaction, or ratings (collectively, the "Feedback"). The said references are based solely on unverified data that Users voluntarily provide and PieBooking references solely for the convenience of the Users. Users acknowledge and agree that:

- The Feedback will be available to all Users and a part of it may also be visible to the general Internet public;
- The Feedback must not contain any false, misleading, defamatory or unlawfully disclosed information;
- PieBooking does not control, monitor, influence, contribute to or censor the Feedback;
- PieBooking is not responsible for the accuracy of the Feedback, even if the information in the Feedback violates the Terms of Service;
- PieBooking reserves the right but is not under any obligation to remove the Feedback that, in its sole judgement, violates the Terms of Service or has an adverse effect on the reputation of PieBooking or its business interests; and
- The Feedback cannot be used for making employment, credit, underwriting, or similar decisions regarding the Users; and
- PieBooking will own all intellectual rights to the Feedback.

13. Professionals' Loyalty Programs

Professionals may offer loyalty programs to Clients. If a Professional offers such a loyalty program, the Professional (and not PieBooking) is responsible for ensuring that its program and any associated rewards are compliant with applicable federal and state laws, including laws governing prepaid Grooming Services and special offers such as rebates and coupons and for any disputes or related issues. The Professionals shall be responsible for making available to Clients any terms and conditions applicable to such Professional's loyalty program.

14. PieBooking Programs

If available, by signing up for the Platform or referring your friends to the Platform or by engaging in other activities via the Platform, you may be able to receive "Rewards". "Rewards" are points

awarded to a Client by PieBooking that may be applied as credits toward future purchases of Grooming Services or other products made by Clients via the Platform. Rewards have no cash value and may only be redeemed via the Platform. PieBooking may, at any time or for any reason, change or modify the number of Rewards awarded for activities relating to the Platform and the number of Rewards required for redemption for eligible Grooming Services or products. In addition, the scope, variety, and type of Grooming Services and products that you may obtain by redeeming Rewards may change at any time.

Rewards can be accrued solely by a Client and a Client may not earn Rewards by permitting another individual to use his/her Account. Rewards accrued in multiple Accounts may not be combined into one Account. You may not earn Rewards by creating multiple Accounts. By acquiring Rewards, you agree and acknowledge that PieBooking is granting you a limited, revocable license to a digital item, and that Rewards are not your personal property. You may not obtain any cash or money in exchange for Rewards from any third-party. Except as explicitly provided herein, Rewards are nontransferable. Clients are responsible for keeping track of the Rewards in their Accounts.

Rewards may only be redeemed via the Platform and you may only redeem Rewards after Rewards are reflected in your Account. Subject to applicable law, all Rewards expire six (6) months from the date following the last credit or debit of Rewards to your Account. If for some reason you believe that there is a discrepancy regarding your balance of Rewards, then please contact us at support@piebooking.com . We may require you to submit additional information in order to make a determination regarding your Rewards balance. All decisions regarding your Rewards balance will be final and at PieBooking' sole discretion. You are responsible for any tax consequences, if any, that may result from your redemption or use of Rewards.

Without limiting any other terms of these Term of Service and subject to applicable law, all Rewards shall be forfeited if your Account is terminated or suspended for any reason, in PieBooking's sole discretion, or if PieBooking discontinues providing the Platform.

15. PieBooking Communications

By agreeing to receive commercial communication, you expressly consent and agree to accept and receive communications from us or the Professionals, including via e-mail, text message, calls, and push notifications to the cellular telephone number or e-mail address, including advertisements. By consenting to being contacted by Pie Booking or the Professionals, you understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages sent by or on behalf of PieBooking, its affiliated companies and/or Professionals, including but not limited to: reminders in connection with Professionals, operational communications concerning your Accounts or use of the Platform or Grooming Services, updates concerning new and existing features on the Platform, communications concerning promotions run by us or our third-party partners, and news concerning PieBooking and industry developments. IF YOU WISH TO OPT-OUT OF PROMOTIONAL EMAILS, TEXT MESSAGES, OR OTHER COMMUNICATIONS, YOU MAY OPT-OUT BY CLICKING ON THE "UNSUBSCRIBE" LINK.

16. Service Use and Limitations and Changes to the Services

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

We will make reasonable efforts to keep the Services operational 24 hours a day / 7 days a week, except for: (i) planned downtime (of which we will endeavor to provide at least 8 hours prior notice); or (ii) any unavailability caused by circumstances beyond our control, including but not limited to, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet service provider failures or delays.

As a Professional, you agree to follow all applicable rules and laws and take full responsibility for any promotion you offer via the Services.

When you publish SNS content or information through the Platform, it means that everyone, including people outside of the Platform, will have access to that information and we may not have control over what they do with it.

We always appreciate your feedback or other suggestions about the Platform, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

We do our best to keep the Platform safe and spam free, but can't guarantee it. With respect to your use of the Platform and receipt of Grooming Services, you agree not to violate any law, statute, ordinance or regulation, rent, lease, lend, sell, redistribute, license or sublicense the Platform.

You must not sell or transfer, or offer to sell or transfer, any Account to any third party without the prior written approval of PieBooking.

You must not collect or attempt to collect personal data, or any other kind of information about other Users, including without limitation, through spidering or any form of scraping.

You must not violate, circumvent or attempt to violate or circumvent any data security measures employed by PieBooking; access or attempt to access data or materials which are not intended for your use; log into, or attempt to log into, a server or account which you are not authorized to access; attempt to scan or test the vulnerability of PieBooking' servers, system or network or attempt to breach PieBooking's data security or authentication procedures; attempt to interfere with the Platform by any means including, without limitation, hacking Pie Booking's servers or systems, submitting a virus, overloading, mail-bombing or crashing. Without limitation to any other rights or remedies of PieBooking under these Terms of Service, PieBooking reserves the right to investigate any situation that appears to involve any of the above, and may report such matters to, and cooperate with, appropriate law enforcement authorities in prosecuting any users who have participated in any such violations.

17. HIPAA Notice

You should not share any protected health information with service providers via the Platform. The Platform is not intended to be used for communication of protected health information and it is not intended to be compliant with the Health Insurance Portability and Accountability Act (HIPAA). The term "protected health information" means any information that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual. If you do share any protected health information, you do so at your own risk.

18. Proprietary Rights

The Platform contains content and technology of PieBooking that is protected by copyright, trademark, patent, trade secret and other laws. PieBooking owns intellectual property rights to any protectable part of the Platform, including but not limited to the design, artwork, logos, functionality, and documentation (collectively, the "Property"). You may not copy, modify, or reverse engineer any part of the Platform or the Property.

In order to operate the Services, Pie Booking needs to make certain use of the content provided by you through the Platform (the "Content"). Therefore, by posting, uploading or submitting to PieBooking, or making available for inclusion in publicly accessible areas of Pie Booking, any text, images, photos, graphics, audio or video, including any content protected by intellectual property rights to your Content, you represent that you have full authorization to do so. You also hereby grant PieBooking a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, distribute, reproduce, modify, adapt, publicly perform, publicly display and make derivative works to the Content in connection with the Services and any services or products affiliated with the Services, regardless of the form of media used or of whether such services or products now exist or are developed in the future. This license exists only for as long as you elect to continue to include such Content on the Platform and will terminate at the time such Content is removed from the Platform by you or by Pie Booking.

PieBooking reserves the right to remove any Content from the Platform, at its sole discretion.

PieBooking respects the intellectual property of others. PieBooking may, at its discretion, disable and/or terminate the Accounts of Users who PieBooking, in its determination, believes have repeatedly infringed others' rights or these Terms of Service. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, then please contact us at support@piebooking.com .

19. Disclaimers

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

LOCATION DATA PROVIDED BY THE PLATFORM IS FOR BASIC LOCATION PURPOSES ONLY AND IS NOT INTENDED TO BE RELIED UPON IN SITUATIONS WHERE PRECISE LOCATION INFORMATION IS NEEDED OR IS ERRONEOUS, INACCURATE OR INCOMPLETE LOCATION DATA MAY LED TO DEATH, PERSONAL INJURY, PROPERTY OR

ENVIRONMENTAL DAMAGE. NEITHER PIE BOOKING, NOR ANY OF ITS CONTENT PROVIDERS, GUARANTEES THE AVAILABILITY, ACCURACY, COMPLETENESS, RELIABILITY, OR TIMELINESS OF LOCATION DATA DISPLAYED BY THE PLATFORM. ANY OF YOUR INFORMATION, INCLUDING GEOLOCATIONAL DATA, YOU UPLOAD, PROVIDE, OR POST ON THE PLATFORM MAY BE ACCESSIBLE TO PIE BOOKING AND CERTAIN USERS OF THE PLATFORM.

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