HARPER ELLIS SALON TERMS OF SERVICE

Effective as of: February 18, 2025

These **Salon 504 by Terra Wilkison, LLC DBA Harper Ellis Salon** Terms of Service (the "**Agreement**") govern the relationship between Harper Ellis Salon ("**Salon**," "**we**," "**our**," or "**us**") and the individual client receiving Services ("**you**," or "**your**," or "**Client**"). This Agreement sets forth the terms and conditions under which Salon will provide Services to the Client.

1. **Acceptance of Terms.** By scheduling an Appointment with or receiving Services from our Salon, you acknowledge that you have read, understand, accept, and agree to be bound by the terms and conditions of this Agreement.

2. **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings set forth below:

   2.1. "**Services**" means any cosmetology services provided by Salon, including but not limited to: (i) hair styling, coloring, cutting, extension services, hair treatments, highlighting, perming, straightening, and any other hair services; (ii) makeup application; or (iii) other form of beauty services requested by the Client.

   2.2. "**Appointment(s)**" means a scheduled time for the Salon to perform Services for the Client as agreed to or booked by the Client.

   2.3. "**Consultation**" means the interaction between the Salon's hair stylist and the Client for the purposes of discussing, evaluating, and planning potential Services that the Client may schedule an Appointment for and purchase from the Salon.

   2.4. "**Price Quote**" means the price quoted to the Client for the Client's requested Services by either the Salon's manager at the time the Client contacts the Salon to book an Appointment or the Salon's hair stylist during the applicable Consultation related to Services that the Client desires to purchase from the Salon.

   2.5. "**Industry Standards**" means the generally accepted practices, techniques, and procedures within the cosmetology industry.

3. **Scope of Services.** The Salon agrees to provide Services to the Client as requested by the Client and agreed upon during the Appointment booking, Consultation process, and performance of the Services. Salon reserves the right to refuse service to the Client for any reason not prohibited by law, including but not limited to health and safety concerns, inappropriate behavior, or failure to comply with this Agreement. Certain Services may have specific prerequisites or limitations, which will be communicated to the Client as necessary. Salon does not provide medical treatments or services requiring a professional medical license.

4. **Appointment Booking.** Clients are strongly suggested to schedule Appointments in advance. Walk-ins may be accepted when the Salon has availability. A Client may book Appointments through the Salon's designated booking system(s)–which may include phone, email, text message, online, or in-person reservations. The Salon may require a non-refundable deposit (a "**Deposit**") and/or payment information such as debit or credit card information to secure certain Appointments and will communicate this to the Client prior to booking. All Deposits will be

applied to the final payment for the Services for which the Deposit is required. If an Appointment is rescheduled and adheres to the Cancellation / No Show Policy in Section 6, a Deposit may be transferred to that appointment upon request by the Client to the Salon; otherwise, all Deposits are **NON-REFUNDABLE**. *By booking an Appointment, the Client agrees to comply with this Agreement and any additional policies communicated by Salon*.

5. Payment Terms.

5.1. When Due. Payment for all Services is due at the time the Services are rendered unless otherwise specified within this Agreement.

5.2. Payment Methods. The Salon accepts the following forms of payment: cash, credit cards, debit cards, and may accept mobile payment applications as specified by Salon. The Salon reserves the right to reject any payment method other than by cash, credit card, or by debit card. The Salon reserves the right to reject payment by check of any kind.

5.3. Maintaining Card on File. Prior to making an Appointment, the Client must provide and maintain on file with the Salon an active, valid debit or credit card ("**Card**"). The Client authorizes the Salon to charge the Card on file for any fees, costs, or other amounts due under this Agreement. The Client must promptly notify the Salon of any changes to the Card information, including but not limited to expiration date, account number, or billing address. In the event any charge to the Card is declined, the Client must immediately provide an alternative form of payment. The Salon will take commercially reasonable measures to securely store and protect all Card information in accordance with applicable laws and industry standards.

5.4. Payment Plans. At the time of checkout, installment payment plans ("**Payment Plan**") may be made available to the Client by a third-party installment payment plan provider (the "**Provider**"). Providers offer Payment Plans independently of the Salon's Services. The Client may apply to use a Provider's services through Provider's designated channels. Any such Payment Plan and the terms and conditions related thereto are solely between the Provider and Client and do not constitute an agreement between the Salon and the Client in any way. The Salon disclaims any liability or obligation related to any Payment Plan and the Client releases the Salon from the same. Any disputes related to any Payment Plan or with any Provider are solely between the Client and Provider of the applicable Payment Plan. The Salon makes no representation or warranty regarding the quality, safety, or efficacy, results, accuracy, or use of any Payment Plan and the Client may enter into any such Payment Plan in the Client's sole discretion. The Salon disclaims any implied or statutory warranties related to any Payment Plan or Provider including but not limited to implied warranties of merchantability and fitness for a particular purpose.

6. Cancellation / No-Show Policy. The Client may cancel or reschedule an Appointment (each a "**Cancellation**") without being subject to a cancellation fee (a "**Cancellation Fee**") up to 72 hours prior to the scheduled Appointment time. Cancellations that occur between 72 hours and 24 hours before the scheduled Appointment are subject to a Cancellation Fee equal to 50% of the applicable Price Quote for the requested Services, or if the Client did not receive a Price Quote then the price of the requested Services at the time of the scheduled Appointment or applicable Consultation. Cancellations that occur within 24 hours of a scheduled Appointment are subject to a Cancellation Fee equal to 100% of the applicable Price Quote for the requested Services, or if the Client did not

receive a Price Quote then the price of the requested Services at the time of the scheduled Appointment or applicable Consultation. Any Deposit related to an Appointment that is subject to a cancellation fee will be applied to the Cancellation Fee and the balance will be charged by the Salon to the payment method the Client has placed on file with the Salon. A "**No-Show**" is the Client's failure to appear for a scheduled Appointment without prior notice or Cancellation. No-Shows will be charged the full amount of the scheduled Services at the time of the scheduled Appointment or applicable Consultation. The Salon reserves the right to require prepayment for future Appointments from clients with a history of late cancellations or No-Shows. If the Client is more than 15 minutes late for any Appointment, the Client's lateness may be deemed a No-Show.

7. General Client Responsibilities. Client agrees:

7.1. to arrive on time for scheduled Appointments;

7.2. to inform Salon of any health conditions, allergies, or sensitivities that may affect Services;

7.3. to follow all instructions provided by Salon staff regarding Services' procedures and aftercare;

7.4. to treat Salon staff and other clients with respect and courtesy;

7.5. to provide accurate contact information for Appointment reminders and follow-up communications;

7.6. that if the Client requests different services at an Appointment from those discussed at any Consultation or any time prior to the applicable Appointment, that Client will pay the price for the Services requested at the Appointment; and

7.7. to notify the Salon if the Client changes the color or texture of the Client's natural hair between a Consultation and the applicable Appointment; the Client may be required to schedule a new Consultation, for which the Client will be charged $50.00 that will not be applied to the cost of Services.

8. Extensions Related Responsibilities. If the Client receives, or is set to receive, Services related to the installation of extensions or a topper or the maintenance of extensions or a topper, the Client agrees:

8.1. to pay to the salon a non-refundable investment ("**Investment**") which will be quoted on an Extension Investment Form at the time that the Client receives a Consultation related to the applicable extension Services;

8.2. to notify the Salon if the Client changes the color or texture of the Client's natural hair between a Consultation and the applicable Appointment where extensions will be installed; the Client may be required to schedule a new Consultation, for which the Client will be charged $50.00 that will not be applied to the cost of Services. The Client will likely further be required to pay a separate non-refundable Investment in order to receive a new set of extensions that match the new color or texture of the Client's hair after the change which will be quoted on an Extension Investment Form at the time that the Client receives the second Consultation;

8.3. that loose hair not applied at the time of any extension installation cannot be distributed to the Client or to a person that is not a licensed cosmetologist;

8.4. that the Client may request the Salon to store any hair extensions for up to six months, after which the Salon will dispose of the hair extensions without liability;

8.5. that the Client will only use the hair care products recommended by the Salons hair stylist's and will purchase all hair care products directly from the Salon;

8.6. that the Client will follow all instructions provided by Salon staff regarding Services' procedures and aftercare; and

8.7. that the Client will not be refunded for any reason related to any Investment or extension related Services.

Client acknowledges that failure to fulfill these responsibilities may result in unsatisfactory Service results or termination of the Appointment without refund.

9. Liability and Waivers.

9.1. The Salon disclaims all liability related to any damages or injuries resulting from the Client's failure to disclose relevant health information or follow Salon's instructions regarding Services' procedures and aftercare (whether you have an allergic reaction to the beads, hair loss, or other issue).

9.2. the Salon and its stylists are not liable for any damages to your natural hair or to your hair extensions/topper caused by any Services or due to your improper care or use of the hair extensions/topper after such Services, or for any reason that may cause the Client not to be able to wear the extensions or topper; the Salon will not replace any hair extensions/topper or refund the Services.

9.3. If your Extension/Topper Services include the removal and re-installation of any hair extensions/topper that are not purchased through the Salon, the Salon and its stylists are not liable for any damages to your natural hair or to your hair extensions/topper; the Salon will not replace any hair extensions/topper or refund the Services.

9.4. For all Services that involve chemical treatments, including but not limited to hair coloring, perming, straightening, or other services that may pose a higher risk of adverse reactions, the Client acknowledges the inherent risks and agrees to indemnify and hold Salon harmless for any adverse reactions or unintended results, provided Salon has performed the Service in accordance with Industry Standards.

9.5. Salon is not responsible for any loss, theft, or damage to the Client's personal property while on Salon premises.

9.6. Client acknowledges that various Services may carry specific risks, which will be explained by Salon staff prior to the Service. By proceeding with the Services, the Client assumes these risks and agrees to hold Salon harmless for any resulting damages, provided Salon has adhered to Industry Standards.

9.7. Salon shall not be liable for the independent actions of staff members that fall outside the

scope of their employment or the Services provided under this Agreement.

10. **Use of Likeness.** Unless the Client delivers a written instruction to the Salon that the Client does not authorize the use of Content as defined in this section, the Client grants the Salon the irrevocable right, permission, and royalty-free worldwide license to record, photograph, reproduce, edit, exhibit transmit, and otherwise use video recordings, photographs, or other content and materials that include the Client's name, image, likeness, or voice or other characteristics that are created from the Client's participation in the Services in any way (collectively "**Content**") for any lawful business purpose, including but not limited to the ability to use, disclose, access, market, or exploit the same in any publication of any kind for any reason, without notice or compensation to the Client. The Client agrees that any Content is the intellectual property of the Salon. The Client is not entitled to have an opportunity to review or edit any Content before any such use of the Content. The Client agrees that the license granted herein shall remain in effect in perpetuity. By scheduling an Appointment with or receiving Services from our Salon, the Client releases and discharges the Salon and its members, officers, managers, employees, agents, assigns, subsidiaries, and affiliates from all damages, expenses, liabilities, claims, demands, rights, and promises related to the Content, including but not limited to invasion of privacy, appropriation of likeness, or defamation (unless malicious intent is proven in any defamation claim). This release and discharge is binding on the Client and the Client's heirs, successors, assigns and representatives.

11. **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law or unconstitutional, the provision shall be deemed null and void, and the remaining provisions of this Agreement shall remain in effect.

12. **Dispute Resolution / Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures, available at https://www.jamsadr.com/rules-comprehensive-arbitration/. The Parties waive any right to a trial by jury or any court. Notwithstanding the rules of JAMS, and unless otherwise stipulated by the parties, the following shall apply to arbitration: (i) the Federal Rules of Evidence shall apply to all arbitration proceedings; (ii) the Federal Rules of Civil Procedure related to discovery apply to all arbitration proceedings; (iii) the only motions that may be brought in arbitration proceedings other than those in the rules of JAMS are those motions under Rules 12 and 56 of the Federal Rules of Civil Procedure; (iv) any arbitration hearing must commence within one year from the date an arbitrator is appointed; (v) any arbitration hearing must not last any more than five business days; (vi) any arbitration award must consist of a written statement stating the disposition of all claims, essential findings thereto, and conclusions such awards are based on; (vii) all arbitration proceedings shall be held in a city that has an international airport; (viii) there will be one arbitrator selected from a panel provided by JAMS, and if parties disagree JAMS shall appoint such arbitrator; (ix) the arbitration decision and award is final and binding on the Parties and may be reduced to a judgment in any court of competent jurisdiction; the Parties are entitled to any claim or award available to the Parties under any U.S. federal, state, or local law as applicable to the circumstances; (x) any dispute related to whether any dispute is subject to arbitration shall be decided through arbitration; and (xi) the provisions in this section survive the termination of this Agreement. Notwithstanding the foregoing, the following disputes are not subject to arbitration: (i) an action to enforce an arbitration award or order, which may be brought in any court of competent jurisdiction; (ii) actions for emergency equitable relief where relief sought is a temporary, preliminary or permanent restraining order or injunction for any reason; (iii) claims that are within the jurisdictional limits of a small-claims court or equivalent thereof within the jurisdiction in which the Salon or the Client is domiciled, which shall have the laws of the state of Arkansas apply to the dispute.

13. **Attorneys' Fees.** In the event any legal action is brought to interpret or enforce this Agreement through arbitration or otherwise, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses incurred in connection with such action. "Prevailing party" means the party that obtains substantially the relief sought, whether by dismissal, summary judgment, judgment, or otherwise. Attorneys' fees shall include, without limitation, reasonable fees for attorneys, paralegals, legal assistants, experts, and consultants incurred at any stage of the proceedings, including pre-trial, trial, appellate, mediation, arbitration, bankruptcy, and post-judgment proceedings. The prevailing party shall be entitled to recover all attorneys' fees, costs, and expenses incurred in establishing and quantifying the amount of attorneys' fees, costs, and expenses due to it. The provisions in this section survive the termination of this Agreement.

14. **Governing Law.** Unless otherwise specified in this Agreement; (i) the Federal Arbitration Act shall govern all matters related to arbitration; all matters related to or arising from this Agreement, the relationship of the Parties, or any other claim between the Parties shall be governed by the laws of the State of Arkansas, without regard to its conflicts of laws principles.
15. **Waiver.** Waiver by either the Salon or the Client of any term or condition of this Agreement, the Terms of Use, the Privacy Policy or the applicable Enrollment Form shall not be deemed to be a waiver of any other term or condition or of any later breach of this Agreement.

16. **Amendments.** The Salon reserves the right to amend or modify this Agreement at any time and in the Salon's sole discretion. Any such amendments are effective upon notice and publication of the amended provisions which will appear in communications to the Client upon scheduling an Appointment. If you do not agree to the terms and conditions of any such amendments, you should not use the Services Your continued use of the Services after changes become effective is deemed acceptance of those changes. Any amendments or revisions shall supersede all previous versions.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between us and you pertaining to the subject matter in this Agreement.

18. **How to Contact Us.** You can contact us by emailing salon@harperellishair.com.