



**Terms & Conditions : Ruby Salon Online Booking**

## **Terms & Conditions**

### **Ruby Salon Online Booking**

### **Booking a day with Ruby Salon**

Effective Date: February 1<sup>st</sup> 2019

- **Booking A Salon Date**
- **Payment and Tipping**
- **Changes and cancellation**
- **About our Stylists**
- **Privacy Policy**
- **Terms of Use**
- **Client Terms of Service**



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- **Booking A Salon Date**

What if the stylist I want isn't available?

If the stylist you want is not available, Ruby Salon will search on your behalf for another available stylist, with similar work pattern and perfectionist.

I would like to book an appointment for today, but cannot select today's date. How do I book?

Our website does not allow same day bookings. We ask that you book at least 24 hours in advance. With that said, the Ruby Salon team will do just about anything for our clients. Contact us and we'll try our best to meet your styling needs.

Can you suggest a stylist?

Sure we can, just contact us with your appointment details and needs and we will suggest some stylists for you, and check out other customer's reviews to help you choose the suitable stylist.

Can I book for a corporate or group event?

Definitely, we just prefer if you contact us directly at [customercare@happyandrubygroup.com](mailto:customercare@happyandrubygroup.com) and we will arrange everything for you. And we will try our best to offer something with your budget.

Can I contact my stylist before my appointment?



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Yes, Contact us and we will deliver the message you want to the stylist.

- **Payment and Tipping**

How much will the appointment cost?

You can find the list of the services provided by Ruby Salon and the price of each service. You will be surprised that the prices are very comparable to what you pay in the salons or beauty spas.

How do I pay for the service?

Clients need to pay via credit card at the end of the booking stage, all payments are secure.

Do I have to tip the stylist, how much?

We encourage you to tip the stylists. It depends on your satisfaction

How much should I tip my stylist?

Tips should be based entirely on satisfaction.

Will I pay transportation fees to the stylist?

No.

- **Changes and cancellation**



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Can I change my appointment?

Yes you can contact us and we will take care of it.

What if I want to book an appointment in less than 24 hours?

Contact Us and we will try our best, however, we can't promise anything.

How can I cancel my appointment?

You can Contact Us to cancel your appointment, preferably more than 24 hours, so you can get your money refunded.

- **About our Stylists**

How do you screen good stylists in Ruby Salon?

We do the screening process for you, Ruby Salon stylists have gone through a meticulous screening before being listed on Ruby Salon.

How do I become a stylist?

Sign-up and check "I'm signing up as a stylist", and follow the step-by-step instructions to apply.

- **[Privacy Policy](#)**



## **Terms & Conditions : Ruby Salon Online Booking**

Effective Date: November 25, 2013

The Ruby Salon, ("Ruby Salon") takes seriously the confidentiality of your personal information. The following Privacy Policy sets forth our information gathering and dissemination practices for this website, located at Ruby Salon.com ("Website").

BY ACCESSING OR USING THIS WEBSITE, YOU HEREBY AGREE TO THE TERMS OF THIS PRIVACY POLICY AND CONSENT TO THE COLLECTION AND USE OF INFORMATION AS DISCUSSED IN THIS PRIVACY POLICY. IF YOU DO NOT AGREE TO THE TERMS OF THIS PRIVACY POLICY, DO NOT ACCESS THIS WEBSITE.

Ruby Salon reserves the right to modify or amend this Privacy Policy at any time. All changes will be effective immediately upon posting to this website. Material changes will be conspicuously posted on this website. By accessing or using this website after such changes are posted you agree and consent to all such changes.

### **Personally Identifiable Account Information**

Ruby Salon may collect information you voluntarily share with us in booking a service or applying to offer a service, as well as other information, for example through Internet Protocol ("IP") addresses and the use of "cookies," which may be placed on your computer when you access the website. (See the sections on IP Addresses and Cookies below.)

Ruby Salon may collect any content, record, or electronic communication of any kind, including without limitation your (1) contact information, (2) financial information, (3) demographic information, and (4) other personal information required to process your



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application to request services from Ruby Salon, so that we may provide you with the information or services that you request, and so that we may communicate with you and send you information and materials for marketing and other purposes, subject to applicable laws and the terms of the Privacy Policy.

We do not sell, rent or loan any of your personally identifiable information to any third party. We may use and share information with those persons and third-party entities specifically involved in the processing of your payment or your application to receive services from Ruby Salon. In addition, we may use and share aggregated information that does not uniquely identify you when it enables us to improve and enrich our services and website content. In addition, Ruby Salon reserves the right to use and share your information in the event Ruby Salon believes doing so is necessary to operate this website or where such disclosure may be required by law, or to protect Ruby Salon's right or the rights of others.

Ruby Salon maintains full rights to any information collected on this website, and may freely collect, use and disclose such information unless prohibited by this Privacy Policy or applicable law. In the event of a change in control of Ruby Salon or sale by Ruby Salon of substantially all of its assets, any information owned by or in the control of Ruby Salon may be transferred to such Ruby Salon successor, who will comply with the terms of this Privacy Policy.

## **IP Addresses**

Ruby Salon logs IP addresses for systems administration purposes. IP addresses are not used to track a user's session. This information only helps us determine how often different



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areas of our site are visited and the city in which the user is located. We do not link IP address to any information that is personally identifiable.

### Cookies

Ruby Salon may use cookies to track the use of our website and to facilitate and enhance your experience on our website. "Cookies" are small pieces of information that are stored by your browser on your computer's hard drive. Our cookies enable us to facilitate access to different aspects of our website. For example, by showing when and how you and others visit our website, cookies help us to see which pages of the website are popular and which are not. Cookies can also help us to improve your enjoyment of this website, for example, by remembering your address or other personal information when you request information or services on the website.

Most web browsers automatically accept cookies, but you can disable this function so that your browser will not accept cookies. Please be aware that disabling this function may impact your use and enjoyment of this website.

### Access by Children

This website is not directed toward children under 13 years of age and Ruby Salon does not knowingly collect or use information from children under 13 through this website.

### Email Communication

Ruby Salon may use your personal information to send you promotional communications. You have the opportunity to opt-out of receiving such promotional communications from us



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at any time. To discontinue your receipt of such promotional communications, simply reply to the email you receive with the word "Unsubscribe" in the subject line.

### Security

We limit access to personally identifiable information about you to our employees and third-party agents who we reasonably believe need to have access to your information to provide you with the information or services you request from Ruby Salon.

This website has security measures in place to help protect against the loss, misuse and alteration of the information under our control. While we cannot guarantee that loss, misuse or alteration to data will not occur, Ruby Salon uses industry standards, such as Secure Sockets Layer ("SSL") technology, to help safeguard against such occurrences. In certain areas, the information passed between your browser and our system is encrypted with SSL technology to create a protected connection between you and our website to ensure confidentiality. In the event that a breach into our security systems occurs and there is a possibility that an unauthorized person acquires your personal information, Ruby Salon will notify you of such a breach under applicable law.

### Access to Your Personal Information

If you wish to have access to your personal information in our records, please contact us with your request at [customercare@happyandrubygroup.com](mailto:customercare@happyandrubygroup.com)

You may also request that we update your personal information or correct any factual errors that you believe may exist regarding this information.

### Third-Party Websites





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This website may link to, or be linked to, other websites not maintained by or related to Ruby Salon. Ruby Salon is not responsible for the privacy policies or practices of any third parties or third-party websites, including any linked or linking websites. To the extent that you disclose personally identifiable information to any such third parties, different rules may apply to their use and disclosure of personal information that you disclose to them. We encourage you to review the privacy policies of such websites before disclosing your personal information to them.

## Contacting Us

If you have any questions or concerns regarding this Privacy Policy, please contact us

- **Terms of Use**

Welcome to this Website located at RUBYSALON.COM ("Website"), owned by HAPPY AND RUBY GROUP ("RUBY SALON" or "we"). Ruby Salon maintains this Website for your personal information, education and communication. Your access to and use of this Website is subject to the following Terms of Use. Please read these Terms of Use carefully before accessing or using this Website, so that you fully understand your rights and responsibilities. By accessing or using this Website, you agree to these Terms of Use. Please print a copy of these Terms of Use for your reference.

If you do not agree to the following Terms of Use, do not access or use this Website, and exit the Website.



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Ruby Salon reserves the right to modify or amend these Terms of Use at any time. All changes will be effective immediately upon their posting on this Website. Material changes will be posted conspicuously on this Website. By accessing the Website following posting of changes to the Terms of Use, you agree to all such changes.

### Site Information

Information displayed on this Website is subject to modification without notice. Ruby Salon reserves the right to modify such information without any obligation to notify past, current or prospective Website users. Some services may not be available in certain areas. Ruby Salon makes no representations that the materials on this Website are appropriate or available for use in any particular state or other countries besides the United States. Those who do access this Website are solely responsible for compliance with the laws of the state or country in which they reside. All offers set forth on this Website are void where prohibited, and are subject to the posting of any official rules pertaining to such offers.

### Intellectual Property Rights

© Ruby Salon, All rights reserved.

All copyrightable text, audio, video, graphics, charts, photographs, icons, and the design, selection, and arrangement of content in any medium on this Website are copyrighted by Ruby Salon, unless otherwise noted. The distinctive and original layout and presentation of this Website also constitutes protectable trade dress under applicable federal law. In addition, many proprietary names and marks belonging to Ruby Salon appear throughout this Website. This Website may also contain references to third-party marks, and copies of third-party copyrighted materials, which are the property of their respective owners. Any



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unauthorized use of any trade dress, marks, or any other intellectual property belonging to Ruby Salon or any third party is strictly prohibited, and will be prosecuted to the fullest extent of the law.

### Use of this Site

You may download and/or print one (1) copy of this Website's content solely for your personal and noncommercial use, provided you do not delete or modify any copyright, trademark, or other proprietary notices. You may not otherwise use, copy, modify, distribute, mirror, republish or transmit any of the content or materials of this Website without the prior written consent of Ruby Salon.

### No Liability

In no event shall Ruby Salon or any of its officers, representatives, directors, employees, consultants or agents be liable for any direct, indirect, punitive, special, incidental, exemplary or consequential damages or any damages whatsoever (including without limitation, damages for loss of use, data, information, profits or business interruption) arising out of or in any way related to the use or performance of this Website or any linked Website or to any material, information, data, products, or services obtained through this Website, or otherwise arising out of your use of this Website, your inability to use this Website or any decision made or action taken by you in reliance of any information, advice or materials provided on this Website, whether such damages are based in tort, contract, negligence, strict liability or otherwise, even if Ruby Salon has been advised of the possibility of such damages. Your sole and exclusive remedy is to discontinue your access to and use of the Website.



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Some states do not allow the exclusion or limitation of incidental or consequential damages, so some of the above exclusions or limitations may not apply to you.

### **No Warranty**

Ruby Salon makes all commercially reasonable efforts to ensure that all material, information and data on this Website is accurate and reliable; however, accuracy cannot be guaranteed. This Website is provided by Ruby Salon on an "AS IS" basis. Ruby Salon disclaims all warranties with respect to this Website, including without limitation all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Ruby Salon makes no warranty or representation regarding the results that may be obtained from use of this Website, or use of material, information or data downloaded or otherwise obtained from this Website, or regarding the accuracy or reliability of any information obtained from this Website. Ruby Salon does not warrant or guarantee (1) the accuracy, completeness, correctness, timeliness, or usefulness of this Website or any material, information or data downloaded or otherwise obtained through use of this Website or (2) that use of this Website or any materials on this Website will meet any users requirement by uninterrupted, timely, secure or error-free. Ruby Salon shall have no responsibility for the timeliness, deletion, misdelivery or failure to store any user communication.

You acknowledge and agree (1) that your use of this Website is at your own discretion and risk, (2) that use of any material, information or data downloaded or otherwise obtained through the use of this Website is at your own discretion and risk, and (3) that you are solely responsible for any damage to your computer system for loss of data that results from the download of such material, information or data, and for any other form of damage that may be incurred. Ruby Salon does not warrant or guarantee that files or other



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materials and information available through this Website will be free of infections, viruses, worms, Trojan horses or other code that could be harmful to your computer system. None of the parties involved in creating, producing, or delivering this Website or its content, including without limitation Ruby Salon, shall be liable to users of this Website for any damage resulting from use of this Website or use of material, information or data downloaded or otherwise obtained from this Website, nor are such parties in any way responsible for the conduct of users of this Website or for information posted or exchanged on this Website.

No advice or information, whether oral or written, obtained by you from Ruby Salon or in any manner from this Website shall create any warranty.

### **Third-Party Websites**

This Website may link to, or be linked to, other Websites not maintained by or related to Ruby Salon. Such links are provided only as a service to our visitors. Ruby Salon is not, directly or indirectly, implying any approval, association, sponsorship, endorsement or affiliation with the linked or linking Website, unless specifically stated on this Website. Ruby Salon has not reviewed all such Websites and is not responsible for the content, accuracy, or policies of any such Websites. You link to any other pages or Websites at your own risk, and your use of such Websites will be controlled by the terms of use posted on that site. You should review the terms of use of any Website to which you navigate.

If you operate another Website and are interested in linking to our Website, you agree to be bound by the following rules: (1) the link must be a text-only link clearly marked; (2) the link must "point" to the URL "www.Ruby Salon.com" and not to any other pages; (3) the link, and use thereof, must be in connection with a Website of appropriate subject matter



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which furthers the mission of Ruby Salon; (4) the link, and use thereof, may not be such that may damage or dilute the goodwill associated with Ruby Salon's names and marks; (5) the link, and use thereof, may not create the false appearance that an entity other than Ruby Salon is associated with or sponsored by Ruby Salon; (6) the link, when activated by a user, must display this site full-screen and not with a "frame" on the linked Website; and (7) Ruby Salon reserves the right to revoke consent to the link at any time in its sole discretion, either by amending these Terms of Use or through other notice.

## Privacy Policy

By your access and use of this Website, you agree to Ruby Salon's [Privacy Policy](#), which are incorporated into these Terms of Use by this reference.

## Indemnification

You agree to indemnify, defend and hold harmless Ruby Salon, its officers, representatives, directors, employees, consultants and agents from any and all losses, expenses, third-party claims, liabilities, damages and costs (including without limitation attorneys' fees) arising from or related to your use of this Website, your use of any material, information or data downloaded or otherwise obtained from this Website, or your violation of these Terms of Use, including without limitation, your infringement of any intellectual property or other right of Ruby Salon or any other person or entity.

## Interpretation and Disputes

These Terms of Use are governed by the laws of the United States and the State of Illinois, without regard to any conflict of laws provisions. Venue shall be proper exclusively in Cook County, Illinois with respect to any dispute arising under these Terms of Use, unless



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otherwise specifically agreed by Ruby Salon in its sole discretion. In the event of any dispute, the prevailing party shall be entitled to recovery of its reasonable attorneys' fees and costs. If any provision of these Terms of Use is deemed unenforceable or invalid by a court or arbitrator, then the court or arbitrator shall modify such provision to the minimum extent necessary to make such provision enforceable and valid. Should such modification prove impossible or impracticable then the provision shall be severed and the remaining terms of these Terms of Use shall be interpreted and read to give them maximum enforceability. Any cause of action or claim with respect to this Website must be commenced within one (1) year after the action or claim arises.

## Posting

Ruby Salon will provide interactive areas for participation by its users. All users of this Website must also follow any other guidelines or rules provided by Ruby Salon or posted on this Website. A failure to comply with any of those guidelines or rules, or any of the other provisions of these Terms of Use, will result in, among other possible action, the immediate termination of all membership and privileges to post content to the site. Please report any violations of these guidelines to Ruby Salon, as provided for in the "Contacting Us" paragraph of these Terms of Use.

You and other users of Ruby Salon's bulletin boards, chat rooms and other interactive areas are solely responsible for the contents and consequences of the messages you communicate or post on this site. You should exercise the utmost discretion before providing any personal information on this site. Although Ruby Salon is not obligated to monitor content or the accuracy of information, you acknowledge and agree that Ruby Salon, in its sole discretion, has the right to monitor, without notice, any such content or information posted on this site. Ruby Salon also reserves the right, in its sole and absolute



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discretion, to prohibit or remove any conduct or content, without notice, for any reason, and to revoke any user's membership, for any reason.

You understand and agree that: (1) Ruby Salon assumes no liability or responsibility for any content or material of any kind that is submitted for or posted on any interactive area on the site (including without limitation any bulletin boards, chat rooms, surveys on the site) by you or by any other users or third parties and (2) Ruby Salon is a publisher of any such content, and is acting solely as an Internet Service Provider as such term is defined in the Digital Millennium Copyright Act.

## Copyright

Ruby Salon respects the rights of intellectual property owners, and asks that its users do the same. If you believe that your work has been copied in a way that constitutes infringement, please provide Ruby Salon the following information, in the form prescribed by Section 512 of Title 17, United States Code:

- an electronic or physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- a description of the copyrighted work or works that you claim have been infringed;
- a description of the allegedly infringing material, including its location on the site;
- your address, telephone number, and e-mail address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on





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the copyright owner's behalf.

Ruby Salon's Copyright Agent for notice of claims of copyright infringement on its site is: [customercare@happyandrubygroup.com](mailto:customercare@happyandrubygroup.com)

### Entire Agreement

By your access or use of this Website, you hereby agree to these Terms of Use. These Terms of Use, together with Ruby Salon's [Privacy Policy](#) constitute the entire agreement between you and Ruby Salon with respect to your access and use of this Website and supersede all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms of Use will be effective only if in writing and signed by Ruby Salon. These Terms of Use will inure to the benefit of Ruby Salon's successors and assigns.

### Electronic Communications

You acknowledge that these Terms of Use are a valid and binding agreement. To the fullest extent permitted by law, you agree that these Terms of Use and any other documentation, agreements, notices or communications between you and Ruby Salon may be provided to you electronically. Please print a copy of all such documentation, agreements, notices or other communications for your reference.

### Contacting Us

If you have any other questions or concerns regarding these Terms of Use, please contact us at [customercare@happyandrubygroup.com](mailto:customercare@happyandrubygroup.com)



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### • Client Terms of Service

Effective Date: February 1<sup>st</sup> 2019

These Terms of Service govern the relationship between you, as an individual who wishes to purchase cosmetology services ("You" or "Client") from the professional stylists that wish to offer You Services, and Happy and Ruby Group, ("Ruby Salon" or "we").

PLEASE READ THESE TERMS OF SERVICE THOROUGHLY AND CAREFULLY. By clicking on "I have read and agree to the Terms of Service", You certify that: (1) You are a prospective user of the cosmetology services ("Services"), (2) You have the authority to enter into these Terms of Service, (3) You authorize the transfer of payment for Services requested through the Website, and (4) You agree to be bound by all terms and conditions of these Terms of Service, the Privacy Policy and the Terms of Use, which are incorporated into these Terms of Service. If you do not agree to any of the provisions in the Terms of Service, please click "do not accept" to exit the registration process.

#### A. REGISTRATION CRITERIA

You do not need to register with RUBY SALON to simply visit and view the website located at rubysalon.com ("Website"), but to access and receive Services, You will need to create a password-protected account ("Account"). To create an Account, You must submit your name and email address through the account registration page on the Website and create a password. You will also have the ability to provide additional optional information, which is not required to register for an Account but may be helpful to RUBY SALON in providing you with a more customized experience when using the Website.



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Use of the Website to arrange for the purchase of Services is available only to individuals who are at least 18 years old. By accepting these Terms of Service and completing your registration for an Account, You represent that You are at least 18 years of age, and that: (a) all registration information that You submit is truthful and accurate, and (b) You will maintain the accuracy of the information You submit. Upon completion of the registration process, You will have established your Account through which You can arrange and pay for Services You wish to purchase from the professional stylists listed in the Website ("Stylists"). Your Account may be terminated without warning if we believe that You are under the age of 18 or that You are not complying with any applicable federal, state or local laws, rules or regulations. If you do not comply with any of the registration criteria, please do not use the Website.

### **B. SECURITY**

You are responsible for keeping your password ("Password") secure at all times. You are solely responsible for all activity that occurs on your Account and You must notify RUBY SALON immediately of any unauthorized use of your Account. You agree that RUBY SALON will not be liable for your losses caused by an unauthorized use of your Account. You understand that You may be responsible for fees incurred due to such unauthorized use.

### **C. ACCOUNT POLICIES**

You acknowledge and agree that You will comply with the following rules (the "Account Policies"):



## **Terms & Conditions : Ruby Salon Online Booking**

1. You will not copy or distribute any part of the Website in any medium without written approval from RUBY SALON
2. You will not alter or modify any part of the Website.
3. You will not use any automated system, including but not limited to, "robots," "spiders," "offline readers," "scrapers," etc., to access the Website for any purpose.
4. You will not transmit more request messages to RUBY SALON servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser.
5. Rinterferes or attempts to interfere with the proper working of the Website or any other user's participation in the Website; or (iii) bypasses any measures that are used to prevent or restrict access to the Website.
6. You will not collect or harvest any personally identifiable data of other users or Stylists, including names or other Account information, from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes.
7. You will not post content that is false, inaccurate, misleading, defamatory, or libelous (including personal information about any Stylist or Website user) on the Website.
8. You will not violate any laws, third-party rights, or any provision of the Terms of Service.
9. You will not fail to deliver payment for Services purchased by You.
10. You will not circumvent or manipulate our fee structure, the billing process, or fees owed to a Stylist for Services; post false, inaccurate, misleading, defamatory, or libelous content (including personal information about any Stylist or Website user).



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11. You will not take any action that may undermine the Feedback or ratings systems (such as displaying, importing or exporting Feedback information off of the Website or using it for purposes unrelated to the Website).

If we find that You violated the Account Policies or any other terms of these Terms of Service, RUBY SALON reserves the right, at its sole discretion, to immediately terminate your use of the Website.

### **D. FEEDBACK**

As a participant in the Website, You will be invited to provide feedback on the Services You receive and be permitted to comment on the RUBY SALON blog appearing on the Website ("Feedback"). You agree to use careful, prudent, and good judgment when providing Feedback, which will be posted on the Website. Inappropriate uses of Feedback are prohibited, such as: (a) threatening to leave negative or impartial Feedback for a Stylist unless that Stylist provides services not included in your purchase or not agreed to as part of the Service to be provided; (b) leaving Feedback in order to make the Stylist appear better than he or she actually is or was; or (c) making up Feedback and posting it. This list is not exclusive, and we reserve the right to determine whether Feedback is appropriate.

1. Sanctions for Inappropriate Use or Feedback. RUBY SALON, in its sole discretion, may take any of the following actions: (i) remove your Feedback; (ii) limit your Account privileges; or (iii) suspend your Account if You submit inappropriate Feedback.
2. Reporting Inappropriate Use of Feedback. You may contact RUBY SALON regarding any inappropriate use of Feedback via email at [customercare@happyandrubygroup.com](mailto:customercare@happyandrubygroup.com)



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3. Resolving Disputes in Connection with Feedback. In the event of any dispute between users of the Website concerning Feedback, RUBY SALON will be the final arbiter of such dispute. Further, IN THE EVENT OF ANY DISPUTE BETWEEN USERS OF THE WEBSITE CONCERNING FEEDBACK, RUBY SALON HAS THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO REMOVE SUCH FEEDBACK OR TAKE ANY ACTION IT DEEMS REASONABLE WITHOUT INCURRING ANY LIABILITY THEREFORE.

RUBY SALON may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at RUBY SALON's discretion, RUBY SALON will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Website or on the Internet. RUBY SALON does not and cannot review every entry posted to the Website by users. These prohibitions do not require RUBY SALON to monitor, police or remove any Feedback or other information submitted by You or any other user.

## **E. RULES FOR CLIENTS**

You will not take any of the following actions: (a) enter into an agreement with a Stylist for Services outside of the Website; (b) sign up for, negotiate a price for, use, or otherwise solicit a Service with no intention of following through with your use of or payment for the Service; or (c) misuse any options made available now or in the future by RUBY SALON in connection with the purchase of any Service. If You violate any of these Client rules, RUBY SALON, in our sole discretion, may limit your Account privileges or suspend your Account.

## **F. FEE POLICY**



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1. Viewing Stylist Profiles and posted Services is free to Account holders. If you select a Service, you will be charged the fee listed for the Service You select. RUBY SALON reserves the right to charge an additional transaction fee to Clients in the future on a per-transaction basis. Changes to this Fee Policy are effective after we have provided You with fourteen (14) days' notice by posting the changes on the Website.
2. We use a third-party payment processor ("Payment Processor") to handle your payment for Services. RUBY SALON will not have access to, nor store, any of your personal financial information. Please read the privacy policy posted by the Payment Processor.
3. You agree to pay all fees or charges to your Account for Services in advance, based on the Stylist's fees and billing terms then in effect. If RUBY SALON's Payment Processor cannot charge your credit card or other payment method for any reason, RUBY SALON reserves the right to cancel your Service, suspend or terminate your access to your Account or terminate these Terms of Service. You are expressly agreeing that the Payment Processor, on behalf of RUBY SALON, is permitted to bill You for the applicable fees, any applicable tax and any other charges You may incur in connection with your selection of Services offered through this Website, and that the fees will be billed to your credit card or other payment method designated at the time You register for a fee-based Service. If You cancel your Account at any time, You will not receive any refund for Services. If You have a balance due on your Account, You agree that RUBY SALON may charge the unpaid fees to your credit card or otherwise bill You for the unpaid fees.
4. You may cancel Services up to 48 hours before your appointment for a full refund. After that time, all sales to You for Services are final and non-refundable.

## **G. DISPUTES BETWEEN CLIENTS AND STYLISTS**



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Your interactions with Stylists, including the performance of any Service or purchase of any product, and any other terms, conditions, warranties or representations associated with those transactions or dealings, are solely between You and the Stylist. You should take reasonable precautions and make whatever investigation or inquiries You deem necessary or appropriate before proceeding with any online or offline transaction with any third party, including the Stylists.

You understand that deciding whether to use the Services of a Stylist, or use information contained on the Website, is your personal decision for which You alone are responsible. You understand that RUBY SALON does not and cannot make representations as to the suitability of any individual You may decide to interact with through the Website and/or the accuracy or suitability of any advice, information, or recommendations made by any individual.

You agree that RUBY SALON will not be responsible or liable for any loss or damage of any sort whatsoever incurred as the result of any Services. If there is a dispute between You and a Stylist, You agree that RUBY SALON is under no obligation to become involved. In the event that a dispute arises between You and a Stylist, You hereby release RUBY SALON, its officers, managers, members, directors, employees, attorneys, agents, and successors in rights from any claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, foreseeable or unforeseeable, disclosed or undisclosed, arising out of or in any way related to such dispute or any Service provided to You.

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