

Hairconcepts.com, Inc. Online Training Web Site - Terms and Conditions of Use

THIS IS A CONTRACT. PLEASE CAREFULLY READ THE FOLLOWING TERMS BEFORE ACCESSING THIS SITE AND THE ONLINE COURSE LIBRARY, WEBINARS AND PODCASTS. BY ACCESSING THE SITE (WHICH INCLUDES THE ONLINE COURSE LIBRARY, WEBINARS AND PODCASTS), YOU ACCEPT AND AGREE TO ALL OF THE COVENANTS AND CONDITIONS IMPOSED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS THE SITE.

BY USING HAIRCONCEPTS.COM'S SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS. YOU ALSO AGREE TO REVIEW THIS AGREEMENT PERIODICALLY TO BE AWARE OF MODIFICATIONS TO THE AGREEMENT, WHICH MODIFICATIONS HAIRCONCEPTS.COM MAY MAKE AT ANY TIME. YOUR CONTINUED USE OF THIS SITE WILL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF ANY MODIFIED AGREEMENT.

1. Contact Information.

Address

Hairconcepts.com
115 South Church Street
Grass Valley, CA 95945-6542

Customer Service

Email: customercare@hairconcepts.com

Telephone: 1-530-271-1226

Website: <http://www.hairconcepts.com>

2. Definitions.

- “Access” or “Accessing” means accessing, using, viewing the content or otherwise obtaining information on the Site.
- “Agreement” or “Terms” refers to these Terms and Conditions of Use and any subsequent modifications.
- “Courseware” refers to the files prepared by the authors for use with the 3 dimensional mannequin head and other media.
- “Hairconcepts.com” refers to hairconcepts.com, Inc., a California corporation.
- “Multi-User Subscriber” refers to a Subscriber who purchases a subscription to the Courseware for multiple Users.
- “Single-User Subscriber” refers to a Subscriber who purchases a subscription to the courseware (1) User.
- “Subscriber” refers to any person or entity that purchases or uses a subscription to the courseware, and may be a Single-User Subscriber, Multi-User Subscriber, Educator, Student or gift subscription recipient.
- “User” refers to any party who Accesses the Site. If You are Accessing the Site as an employee or agent of another, “User” refers to You and Your principal.
- “Website” or “Site” refers to the website maintained on the World Wide Web by Hairconcepts.com, available at <http://www.hairconcepts.com> and includes the Courseware.
- “You” or “Your” refers to the User. If You are Accessing the Site as an employee or agent of another, “You” or “Your” refers to the User and the User’s principal.

3. Modification of Terms.

Hairconcepts.com reserves the right to modify these Terms at any time. Except as otherwise stated herein, any change to these Terms is effective immediately after Hairconcepts.com gives notice to the User. Notice can be given through e-mail, a posting on the Site or any other means by which a User may obtain notice. User agrees to check the Site periodically for changes to these Terms. Any use of the Site after changes have been made shall be deemed acceptance of those changed terms and/or conditions.

4. Limited License.

Hairconcepts.com hereby grants each Subscriber a limited, non-exclusive, non-sublicensable and non-transferable license to Access the content and information available in the Courseware according to the provisions contained herein, and subject to the payment of the applicable subscription fees and adherence to these Terms. Whether the Subscriber receives a license to the additional content depends on the subscription plan.

Each Multi-User Subscriber may only allow its employees and agents to access the Courseware. If the Multi-User Subscriber’s license terminates, the Multi-User Subscriber’s employees and agents shall no longer have Access to the Courseware. Each Multi-User Subscriber agrees that the Courseware may not be Accessed by more than the authorized number of Users purchased by the Multi-User Subscriber. Each User shall be authorized to Access the Courseware from any Internet connection.

A Multi-User Subscriber administrator selected by the Subscriber (the “Administrator”) shall be designated to oversee and be responsible for management of the User accounts.

5. Fees; Renewal; Refund Policies.

Single-User Subscribers

Per Month

- Access to Courseware
- Monthly subscription plan
- Automatically renews monthly until cancelled by Subscriber
 - Automatically renews on the same date of each corresponding month or on final date of month if no corresponding date (January 31, 2010 subscription renews on February 28, 2010)
 - Fees charged on renewal date
- Subscription fees are non-refundable; except that Subscriber may cancel renewed subscription in writing up to three (3) calendar days after renewal date and receive a full refund of the new subscription fees
- Discounts, free-trials, rebates or other special offers only valid for initial term; subscriptions renew at the then-current full subscription rates
- Hairconcepts.com may increase subscription fees for a subsequent subscription period at any time and for any reason, provided, however, that Hairconcepts.com provides notice at least thirty (30) calendar days prior to the expiration of the subscription
- Hairconcepts.com may terminate the subscription and these Terms if unable to renew the subscription based on inaccurate or outdated credit card information
- Right of Access to the Courseware granted under these Terms is effective only upon payment of the subscription fees

Quarterly

- Access to Courseware
- Quarterly subscription plan
- Automatically renews each 3 months until cancelled by Subscriber
 - Automatically renews on the same date of each third corresponding month or on final date of the month if no corresponding date (November 30, 2009 subscription renews on February 28, 2010)
 - Fees charged on renewal date
- Subscription fees are non-refundable; except that Subscriber may cancel renewed subscription in writing up to three (3) calendar days after renewal date and receive a full refund of the new subscription fees
- Discounts, free-trials, rebates or other special offers only valid for initial term; subscriptions renew at the then-current full subscription rates
- Hairconcepts.com may increase subscription fees for a subsequent subscription period at any time and for any reason, provided, however, that Hairconcepts.com provides notice at least thirty (30) calendar days prior to the expiration of the subscription
- Hairconcepts.com may terminate the subscription and these Terms if unable to renew the subscription based on inaccurate or outdated credit card information
- Right of Access to the Courseware granted under these Terms is effective only upon payment of the subscription fees

Bi-Quarterly (Half Year)

- Access to Courseware
- Bi-Quarterly (Half Year) subscription plan
- Automatically renews each 6 months until cancelled by Subscriber
 - Automatically renews on the same date of each sixth corresponding month or on final date of the month if no corresponding date (September 30, 2009 subscription renews on February 28, 2010)
 - Fees charged on renewal date
- Subscription fees are non-refundable; except that Subscriber may cancel renewed subscription in writing up to three (3) calendar days after renewal date and receive a full refund of the new subscription fees
- Discounts, free-trials, rebates or other special offers only valid for initial term; subscriptions renew at the then-current full subscription rates
- Hairconcepts.com may increase subscription fees for a subsequent subscription period at any time and for any reason, provided, however, that Hairconcepts.com provides notice at least thirty (30) calendar days prior to the expiration of the subscription
- Hairconcepts.com may terminate the subscription and these Terms if unable to renew the subscription based on inaccurate or outdated credit card information
- Right of Access to the Courseware granted under these Terms is effective only upon payment of the subscription fees

Annual

- Access to Courseware
- Annual subscription plan
- Automatically renews yearly until cancelled by Subscriber
 - Automatically renews on the same date of each corresponding year or on final date of month if no corresponding date (February 29, 2012 subscription renews on February 28, 2013)
 - Fees charged on renewal date
 - Only subscriptions purchased after the effective date of these Terms shall automatically renew as set forth herein
- Subscription fees are non-refundable; except that Subscriber may cancel renewed subscription in writing up to three (3) calendar days after renewal date and receive a full refund of the new subscription fees
- Discounts, free-trials, rebates or other special offers only valid for initial term; subscriptions renew at the then-current full subscription rates
- Hairconcepts.com may increase subscription fees for a subsequent subscription period at any time and for any reason, provided, however, that Hairconcepts.com provides notice at least thirty (30) calendar days prior to the expiration of the subscription
- Hairconcepts.com may terminate the subscription and these Terms if unable to renew the subscription based on inaccurate or outdated credit card information
- Right of Access to the Courseware granted under these Terms is effective only upon payment of the subscription fees

Multi-User Subscribers

- Access by multiple users to Courseware
- Annual subscription plan
- If Subscriber paid by credit card: Automatically renews yearly until cancelled by Subscriber
 - Automatically renews on the same date of each corresponding year or on final date of month if no corresponding date (February 29, 2012 subscription renews on February 28, 2013)

- Fees charged on renewal date
 - Only subscriptions purchased after the effective date of these Terms shall automatically renew as set forth herein
- If Subscriber paid by cash or purchase order: Subscription does not automatically renew
 - Prior to expiration, Hairconcepts.com will provide invoice to the Subscriber for renewal payment
 - If Subscriber fails to remit renewal payment prior to expiration, Hairconcepts.com will cancel subscription
- Subscription fees are non-refundable; except that Subscriber may cancel renewed subscription up to three (3) calendar days after renewal date and receive a full refund of the new subscription fees
- Discounts, rebates or other special offers only valid for initial term; subscriptions renew at the then-current full subscription rates
- Hairconcepts.com may increase subscription fees for a subsequent subscription period at any time and for any reason, provided, however, that Hairconcepts.com provides notice at least thirty (30) calendar days prior to the expiration of the subscription
- Hairconcepts.com may terminate the subscription and these Terms if unable to renew the subscription based on inaccurate or outdated credit card information (if Subscriber paid by credit card)
- Right of Access to the Courseware granted under these Terms is effective only upon payment of the subscription fees

6. Gift Subscriptions

The following gift subscriptions for Access to the Courseware are available for purchase:

- Quarterly, Bi-Quarterly (Half Year) and Annual

A person can purchase the gift subscription on the Site. After a person purchases a gift subscription, Hairconcepts.com will send a welcome email to the recipient informing them of the gift subscription.

Gift Subscription Terms and Conditions

- No refunds
- No exchange or surrender for cash value
- If an existing Subscriber receives a gift subscription:
 - If a person already has a subscription to the Courseware and receives a gift subscription, Hairconcepts.com will commence the gift subscription after the termination of the person's existing subscription
- A recipient's use of a gift subscription constitutes acceptance of, and agreement to these Terms

7. Access to the Courseware; Modification of Content.

Hairconcepts.com strives to provide the Courseware to its Subscribers on a continuous basis. To that end, Hairconcepts.com will take all commercially reasonable efforts to provide uninterrupted Access to the Courseware to its Subscribers. However, from time to time, Subscribers may be unable to Access the Courseware due to conditions beyond Hairconcepts.com's control. Such conditions include, but are not limited to: force majeure, acts of God, power outages, and the acts of computer hackers and others acting outside the law. Also, from time to time, Access may be unavailable due to software issues, server downtime, increased Internet traffic or downtime, programming errors, regular maintenance of the system, and other related reasons. In response to any unavailability of the Courseware to its Subscribers, Hairconcepts.com will take all commercially reasonable steps to ensure Access is restored within a reasonable period of time. The term "commercially reasonable," as used in these Terms, shall mean

reasonable efforts taken in good faith without an unduly or burdensome use or expenditure of time, resources, personnel or money.

Hairconcepts.com endeavors to provide the highest quality content to its Subscribers. To that end, Hairconcepts.com reserves the right, in its sole discretion, to change, modify, or discontinue any aspect or feature of this Site in whole or in part, including, without limitation, the content, availability, Access and/or the Terms of this Site. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes on this Site.

Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and Internet service necessary for use of the Site.

8. Prohibited Conduct.

User expressly agrees to refrain from doing, either personally or through an agent, any of the following "Prohibited Conduct":

1. Transmit, install, upload or otherwise transfer any virus, advertisement, communication, or other item or process to the Site that in any way affects the use, enjoyment or service of the Site, or adversely affects Hairconcepts.com's computers, servers or databases.
2. Capture, download, save, upload, print or otherwise retain information and content available on the Site other than what is expressly allowed by these Terms.
3. Permit or provide others Access to the Courseware using Your user name and password or otherwise, or the name and password of another authorized User.
4. Copy, modify, reverse engineer, disassemble, redistribute, republish, alter, create derivative works from, assign, license, transfer or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on the Site.
5. Remove or modify any copyright, trademark, legal notices, or other proprietary notations from the content available on the Site.
6. Transfer the Site content to another person; "frame," "mirror," "in-line link," or employ similar navigational technology to the Site content; or "deep link" to the Site content.
7. Violate or attempt to violate Hairconcepts.com's security mechanisms, Access any data or server You are not authorized to Access or otherwise breach the security of the Site or corrupt the Site in any way.
8. Engage in any other conduct which violates the Copyright Act or other laws of the United States.
9. Use any device (such as a "web crawler" or other automatic retrieval mechanism) or other means to harvest information about other Users, the Site or Hairconcepts.com.
10. Use the Site to violate a third party's intellectual property, personality, publicity or confidentiality rights; upload, download, display, publish, perform, create derivative works from, transmit, or otherwise distribute information or content in violation of a third party's intellectual property rights.
11. Misrepresent Your identity or personal information when Accessing the Site; forge any TCP/IP packet header or any part of the header information in any e-mail so that the e-mail appears to be generated by Hairconcepts.com.
12. Post obscene, harassing, defamatory, filthy, violent, pornographic, abusive, threatening, objectionable or illegal material on the Site; post a communication that advocates or encourages criminal conduct or conduct that may give rise to civil liability.
13. Advertise or otherwise solicit funds, goods or services on the Site.
14. Provide any commercial hosting service with Access to the Site and/or the content on the Site.

To ensure that Users of the Site do not engage in Prohibited Conduct, Hairconcepts.com reserves the right to monitor use of the Site and reserves the right to revoke or deny Access to the Courseware to any person or entity whose use of the Courseware suggests Prohibited Conduct. Access of the materials available at the Courseware beyond that of normal patterns of use that suggests systematic copying of the materials constitutes abuse of the Courseware and will result in revocation or denial of Access to the Courseware. The terms "normal patterns" and "abuse" shall be determined solely by Hairconcepts.com.

You agree not to violate any U.S., foreign or international software or technology export laws and regulations, including without limitation the U.S. Export Administration Regulations.

9. LIMITED WARRANTIES.

Hairconcepts.com does not warrant the techniques presented in the Courseware. The Courseware is intended for professional, licensed cosmetologists. Hairconcepts.com does not warrant or guarantee a particular or specific result when a cosmetologist uses a technique gleaned from the Courseware.

Hairconcepts.com warrants that the software that allows Users to Access the Courseware ("Software"), if operated as directed, will substantially achieve the functionality described on the Site.

HAIRCONCEPTS.COM PROVIDES NO WARRANTY THAT YOUR HARDWARE, SOFTWARE, TELECOMMUNICATIONS EQUIPMENT AND/OR INTERNET SERVICE IS COMPATIBLE OR SUFFICIENT TO ACCESS THE SITE.

Hairconcepts.com also warrants that the media containing the Software, if provided by Hairconcepts.com, is free from defects in material on the date the User acquired the Software. HAIRCONCEPTS.COM'S SOLE LIABILITY FOR ANY BREACH OF THIS WARRANTY SHALL BE, IN ITS SOLE AND ABSOLUTE DISCRETION: (A) TO REPLACE THE DEFECTIVE MEDIA OR SOFTWARE; (B) TO ADVISE THE USER HOW TO ACHIEVE SUBSTANTIALLY THE SAME FUNCTIONALITY WITH THE SOFTWARE AS DESCRIBED; OR (C) IF THE ABOVE REMEDIES ARE IMPRACTICABLE, TO REFUND THE SUBSCRIPTION FEE PAID FOR ACCESS TO THE COURSEWARE. THE USER MUST INFORM HAIRCONCEPTS.COM OF ANY PROBLEM WITH THE SOFTWARE WITHIN THIRTY (30) CALENDAR DAYS OF DISCOVERING THE PROBLEM OR HAIRCONCEPTS.COM WILL NOT BE OBLIGATED TO HONOR THIS WARRANTY. HAIRCONCEPTS.COM WILL USE COMMERCIALY REASONABLE EFFORTS TO REPAIR, REPLACE, OR REFUND THE SOFTWARE PURSUANT TO THE FOREGOING WARRANTY WITHIN THIRTY (30) CALENDAR DAYS OF BEING SO NOTIFIED. IF ANY MODIFICATIONS ARE MADE TO THE SOFTWARE BY THE USER DURING THE WARRANTY PERIOD; IF THE MEDIUM OR SOFTWARE IS SUBJECTED TO ACCIDENT, ABUSE, OR IMPROPER USE; OR IF THE USER VIOLATES THE TERMS OF THIS AGREEMENT, THEN THIS WARRANTY SHALL IMMEDIATELY TERMINATE. THIS WARRANTY SHALL NOT APPLY IF THE SOFTWARE IS USED ON OR IN CONJUNCTION WITH HARDWARE OR SOFTWARE OTHER THAN THE UNMODIFIED VERSION OF HARDWARE AND SOFTWARE WITH WHICH THE SOFTWARE WAS DESIGNED TO BE USED AS DESCRIBED.

ALTHOUGH HAIRCONCEPTS.COM HAS ATTEMPTED TO PROVIDE ACCURATE INFORMATION ON THE SITE, IT MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE RELIABILITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THAT INFORMATION AND ASSUMES NO RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS THEREIN.

10. DISCLAIMERS AND LIMITATION OF LIABILITY.

USER ACCESSES THIS SITE AT HIS/HER/ITS OWN RISK. THE SITE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND (BEYOND THE WARRANTIES SET FORTH IN SECTION 9), EXPRESSED, IMPLIED OR STATUTORY, AND ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS ARE SPECIFICALLY DISCLAIMED. HAIRCONCEPTS.COM DOES NOT WARRANT ANY PARTICULAR RESULT FROM USE OF THE SOFTWARE OR SITE. HAIRCONCEPTS.COM DOES NOT WARRANT THAT THE INFORMATION ON THE SITE IS ACCURATE, COMPLETE OR COMPLIES WITH ANY PARTICULAR LAW OR REGULATION, OR THAT THE OPERATION OF AND YOUR ACCESS TO THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE OR COMPLETELY SECURE. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (TORT, CONTRACT OR OTHERWISE) SHALL HAIRCONCEPTS.COM OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, SHAREHOLDERS, DIRECTORS, OFFICERS, THIRD PARTY

CONTENT PROVIDERS, SUCCESSORS OR ASSIGNS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA, LOSS OF PRODUCTIVITY OR CONTRACT, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. YOUR USE OF THIS SITE IS AT YOUR SOLE RISK AND ANY CONTENT THAT YOU DOWNLOAD IS DOWNLOADED AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM IN EXCESS OF THE AMOUNT HAIRCONCEPTS.COM RECEIVED FROM THE SUBSCRIBER FOR A SUBSCRIPTION TO ACCESS THE OTL, AND FOR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOADING OF ANY SUCH CONTENT, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES. IN NO EVENT WILL HAIRCONCEPTS.COM BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT HAIRCONCEPTS.COM RECEIVED FROM THE SUBSCRIBER FOR A SUBSCRIPTION TO ACCESS THE COURSEWARE, EVEN IF HAIRCONCEPTS.COM SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN NO EVENT WILL WARRANTIES PROVIDED BY LAW, IF ANY, APPLY UNLESS THEY ARE REQUIRED TO APPLY BY STATUTE NOTWITHSTANDING THEIR EXCLUSION BY CONTRACT. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM THE NEGLIGENCE OR AN OMISSION OF HAIRCONCEPTS.COM, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. HAIRCONCEPTS.COM IS NOT LIABLE FOR CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THIS SITE.

NO DEALER, AGENT, OR EMPLOYEE OF HAIRCONCEPTS.COM IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSION, OR ADDITIONS TO THESE LIMITED WARRANTIES OR DISCLAIMERS.

HAIRCONCEPTS.COM DISCLAIMS ALL WARRANTIES, AND SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AMOUNT HAIRCONCEPTS.COM RECEIVED FROM THE SUBSCRIBER, ARISING FROM OR RELATED TO ANY SUPPORT SERVICES FOR YOUR USE OF THE SITE.

THE LAWS OF YOUR JURISDICTION MAY PROHIBIT OR MODIFY THE FOREGOING DISCLAIMERS AND LIMITATIONS ON DAMAGES, AND SUCH DISCLAIMERS OR LIMITATIONS ON DAMAGES MAY NOT APPLY TO YOU.

11. Third Party Content; Hyperlinks.

You acknowledge that Hairconcepts.com does not pre-screen third party materials. Hairconcepts.com is not the publisher or author of any information on the Site that is provided by third party content providers, and Hairconcepts.com is not liable for any claims related to such information. Content provided by third parties is for informational purposes only, and Hairconcepts.com's use of the content constitutes neither an endorsement nor a recommendation by Hairconcepts.com of the content. Hairconcepts.com assumes no responsibility for third party products or services.

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HAIRCONCEPTS.COM MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, OF THE ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THE INFORMATION PROVIDED BY THIRD PARTIES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY INFORMATION FOUND ON A LINK LOCATED ON THIS SITE THAT ALLOWS USERS TO ACCESS INFORMATION FOUND ON ANOTHER SITE. ADDITIONALLY, HAIRCONCEPTS.COM DOES NOT WARRANT THE EXISTENCE OR FUNCTIONALITY OF ANY WEBSITE WHICH CAN BE ACCESSED THROUGH A LINK LOCATED ON THIS SITE.

12. Copyrights, Trademarks and Other Proprietary Rights.

Hairconcepts.com or its third party content providers shall retain all worldwide rights in the intellectual property in and on the Site, including, but not limited to, trademarks, service marks, trade dress, inventions, ideas, trade secrets, the source code, the HTML code, the "look and feel" of the Site, its color combinations, layout, and all other graphical elements, and the copyrights in and to its original content. You should assume that everything You read or see on the Site is copyrighted, trademarked, or otherwise protected and owned or licensed by Hairconcepts.com. Except as expressly stated on the Site or in these Terms, nothing that You read or see on the Site or in the Courseware may be copied, reproduced, modified, distributed, transmitted, republished, displayed or performed for commercial use without the prior written consent of Hairconcepts.com, except as provided in these Terms. Nothing in these Terms grants You an express or implied license to use any of Hairconcepts.com's intellectual property except as set forth in Section 4.

If You submit any unsolicited intellectual property, idea, copyrightable material, invention, discovery, improvement, trade secret or know-how to Hairconcepts.com, You may forfeit Your intellectual property rights and moral rights contained in such communication or material.

13. Indemnification.

User agrees to defend, indemnify and otherwise hold harmless Hairconcepts.com and its officers, directors, agents, employees, shareholders, successors and assigns from and against any cause of action or claim, including court costs, expenses and attorney fees, related to or arising from User's Prohibited Conduct or other improper or illegal use of the Site, or breach of these Terms.

14. Security; Authorized Use.

Users are prohibited from violating or attempting to violate the security of the Site. Hairconcepts.com has the right but not the obligation to investigate occurrences of possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators. Hairconcepts.com may suspend Your Access while it conducts an investigation. Users are required to enter a user name and password to Access the Courseware. To protect against unauthorized Access to Your account, it is recommended that You close the browser when You have finished using the Site. You are responsible for maintaining the secrecy of Your user name and password.

You represent and warrant that You are the person on whose behalf You claim to accept these Terms, or, if You are entering into these Terms on behalf of a person or entity, You represent and warrant that You have the power and authority to enter into these Terms and bind the person or entity. You also represent and warrant that You are an adult who is legally able to enter into these Terms.

You may not use the account, user name or password of someone else at any time. You agree to notify Hairconcepts.com immediately of any unauthorized use or loss of Your account, user name, password and/or credit card information. You also agree to notify Hairconcepts.com immediately if You are aware of or suspect other unauthorized use of the Site and/or the Site content. Hairconcepts.com will not be liable for any loss that You incur as a result of someone else using Your user name and password with or without Your knowledge. You may be held liable for any losses incurred by Hairconcepts.com, its

affiliates, officers, directors, employees, consultants, agents or representatives due to someone else's use of Your account, user name or password.

Hairconcepts.com will never ask You for Your password. If You need a new user name and/or password, Hairconcepts.com will generate a new user name and password automatically through its computers and send it to Your e-mail or postal address.

15. Termination of Agreement.

In addition to Hairconcepts.com's other rights, it may terminate this Agreement at any time and at its sole and absolute discretion. Hairconcepts.com may also terminate Access to the Courseware or cancel subscriptions to the Courseware without notice if it believes, in its sole judgment, that You have breached or may breach any term or condition of this Agreement, or engaged in conduct that Hairconcepts.com deems inappropriate.

In the event of termination of this Agreement, the provisions in this Section and the provisions found in Sections 2, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 shall survive in perpetuity. Each Subscriber's obligation to pay outstanding subscription fees shall survive any termination of this Agreement.

16. Privacy Policy.

Hairconcepts.com values Your trust. In order to honor that trust, all of Hairconcepts.com's employees are required to adhere to ethical standards in gathering, using, and safeguarding any information You provide. For more information, please review Hairconcepts.com's [Privacy Policy](#), the terms of which are incorporated into this Agreement as if set forth in full.

17. Miscellaneous.

These Terms constitute the entire agreement between Hairconcepts.com and User regarding the subject matter hereof. Any previous agreement, whether oral or written, between Hairconcepts.com and User dealing with the subject matter hereof is superseded. These Terms may only be modified or amended in writing. If any portion of these Terms is determined to be unenforceable for any reason, such portion will be deemed severed and the remaining terms and conditions shall continue in full force and effect. Upon User's breach or threatened breach of these Terms, Hairconcepts.com may pursue any legal or equitable remedy available, including but not limited to, direct, consequential and punitive damages and injunctive relief. Hairconcepts.com's remedies are cumulative and not exclusive. Failure of Hairconcepts.com to exercise any remedy or enforce any portion of this Agreement at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter. User agrees that regardless of any statute or law to the contrary, any claim or action arising out of or regarding this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. By Accessing the Site, User signs for and accepts this shortening of the statutes of limitations. Hairconcepts.com makes no representation that the content of the Site is appropriate or available for use in all locations. Hairconcepts.com operates this Site from the United States and makes no representation that the Site complies with any foreign or international laws. You agree to comply with all applicable local laws, including any international laws, in using this Site. You may not assign Your rights or delegate Your duties under these Terms. The parties agree that no third party is an intended beneficiary of these Terms. Hairconcepts.com cannot provide notifications via post, only e-mail.

18. Governing Law; Dispute Resolution; Forum and Venue.

These Terms and any claim or action related to or arising from these Terms or content on the Site shall be governed by California law, without regard to any provision that would make the laws of another jurisdiction applicable. All disputes between You and Hairconcepts.com shall be finally resolved through binding arbitration in Sacramento, California. The arbitration shall be conducted by one (1) arbitrator who

is a retired judge. The parties shall conduct discovery as agreed upon or as permitted by the arbitrator. A party may file for an order on the arbitration decision exclusively in the California Superior Court, County of Sacramento or the United States District Court for the Northern District of California. The parties shall share equally the costs of the arbitrator, arbitration body and arbitration facilities (if applicable). Each party may bring a claim or action for injunctive relief without submitting the claim to final and binding arbitration. Neither party shall have the obligation to post a bond or demonstrate actual harm before bringing a claim or action for injunctive relief. Each party consents to the exclusive jurisdiction and venue of the California Superior Court, County of Sacramento or the United States District Court for the Northern District of California for any equitable claim or other action related to or arising from these Terms. Each party shall bear his/her/its own expenses and attorneys' fees related to any arbitration, claim or action.

EFFECTIVE DATE: JUNE 30, 2009