

## ***Terms Of Use***

First written Privacy Policy: 10/15/2024

Last Update: 04/01/2025

Agreement of Pearl Skincare and Wellness Solutions, LLC Terms

We are ("company," "We," "us," "our").

We operate, as well as any other related services and products that refer or link to legal terms (the "Legal Term"), ("collectively, the "Services").

You can contact us by email at [pearlskincarewellnessllc@gmail.com](mailto:pearlskincarewellnessllc@gmail.com) or by mail: 3163 S McClintock Dr, Suite 24, Tempe, AZ 85282

By accessing and using the Services, you ("You," whether personally or representing an entity) enter into a legally binding agreement governed by these Legal Terms. Your continued access confirms that you have read, understood, and agree to be bound by all the conditions stated herein. If you do not agree with these Legal Terms in their entirety, you are expressly prohibited from using the Services and must discontinue your access immediately. Any additional terms, conditions, or documents that we may post on the Services in the future are automatically included as part of these Legal Terms. We reserve the right to change these Legal Terms whenever we deem necessary, for any reason. We will indicate updates by changing the "Last Updated" date, and you agree that this is sufficient notice. It is your responsibility to regularly review these Legal Terms to stay informed of any changes. By continuing to use the Services after we post updated Legal Terms, you are agreeing to the new terms. We recommend that you keep a printed copy of these Legal Terms for your records.

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### **1. *Our Services***

The Services and their content are not intended for distribution or use by anyone in any location where such distribution or use would violate local laws or regulations, or where it would require us to register in that location. If you access the Services from outside our primary jurisdiction, you do so at your own risk and are solely responsible for complying with any applicable local laws.

### **2. *Intellectual Property Rights***

#### **Our Intellectual property**

We own or have the right to use all intellectual property in our Services, including the "Content" (source code, databases, features, design elements, media) and "Marks" (trademarks, service marks, logos). These are protected by intellectual property laws worldwide and are provided "AS IS" for your personal, non-commercial use or internal business use only.

### **Your use of our Services**

Contingent upon your adherence to these Legal Terms, inclusive of the stipulations outlined in the subsequent section entitled **"PROHIBITED ACTIVITIES,"** we hereby grant to you a non-exclusive, non-transferable, and revocable license to:

- Access the Services; and
- Download or print a single copy of any portion of the Content for which you have duly obtained access,

solely for your personal, non-commercial utilization or internal business purposes.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copies, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set in this section or elsewhere in our legal Terms, please address your request to: [pearlskincarewellnessllc@gmail.com](mailto:pearlskincarewellnessllc@gmail.com)

If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying or Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these intellectual Property Rights will constitute a material breach of our Legal Terms, and your right to use our services will terminate immediately without reversing any payment to you.

### **You submissions**

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

**Submission: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submission"), you agree to assign to us all intellectual property rights in such Submission.**

**You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.**

**You are responsible for what you post or upload:** By sending us Submissions through any part of the Services, you:

- Confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading.
- To the extent permissible by applicable law, waive any and all moral rights to any such Submission:
- Warrant that any such Submission is original to you or that you have the necessary rights and licenses to submit such Submissions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions; and
- Warrant and represent that your Submissions do not constitute confidential information.

You are solely responsible for your Submissions, and you expressly agree to reimburse us for any and all losses that we suffer because of your breach of (a) the section, (b) any third party's intellectual property rights, or © applicable law.

### **3. User Representations**

By using the services, you represent and warrant that: (1) you have the legal capacity and you to comply with these terms; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (4) you will not use the Services for any illegal or unauthorized purpose; and (5) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

### **4. Prohibited Activities**

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile directly or indirectly a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person or our team member, for example, [owner](#), [CEO](#), [manager](#), [Doctor](#), [Secretary](#), [Aesthetician](#), and [Medical Aesthetician](#)
- Make improper use of our support services or submit false reports of abuse or misconduct
- Use our services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or transmit) Viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text) that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person, or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear gifs interchange formats ("gifts") 1\*1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms")
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of the standard search engine or internet browser, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Service, or uses or launches any unauthorized script or other software.

- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.

## **5. USER GENERATED CONTRIBUTIONS**

The Services do not offer users to submit or post content, but if the Med Spa owner asks users to post and share the result of the treatment. We may provide you with opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collective, : Contributions"). Contributions may be viewable by other users of the Services and through third-party websites. When you create or make available any Contributions, you thereby represent and warrant that:

## **6. Contribution License**

You and Services agree that we may access, store, process, and use any information and personal data that you provide and your choices (including settings).

By submitting suggestions or other feedback regarding the Services, you agree that we can use and share feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services, and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

## **7. Services Management**

We reserve the right, but not the obligation, to (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

## **8. TERM AND TERMINATION**

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In

addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## ***9. MODIFICATIONS AND INTERRUPTIONS***

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services in the present or in the future be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

## ***10. GOVERNING LAW***

These Legal Terms shall be governed by and defined following the laws of [the State of Arizona](#), and yourself irrevocably consent that the courts of the [Supreme Court of Arizona](#) shall have exclusive jurisdiction to resolve and dispute which may arise in connection with these Legal Terms.

## ***11. DISPUTE RESOLUTION***

### **Informal Negotiations**

To expedite resolution and control the cost of any dispute, controversy or claim related to these Legal Terms (each a “Dispute” and collectively, the “dispute”) brought by either you or us (individually, a “PART” and collectively, the “parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least five business days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

### **Binding Arbitration**

Any dispute arising out of or in connection with these Legal Terms, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by the International Commercial Arbitration Court under the European Arbitration Chamber (Belgium, Brussels, Avenue Louise, 146) according to the Rules of the ICAC, which as a result of referring to it, is considered as the part of this clause. The number of arbitrators shall be 3.

The language of the proceedings shall be English and Spanish. The governing law of these Legal Terms shall be the substantive law of the State of Arizona, USA, the laws of Arizona Revised Statutes (A.R.S.): The Arizona Laws passed on topics, including and not limited:

### **Sources of Substantive Law in Arizona:**

- **Arizona Revised Statutes (A.R.S.):** These are the codified laws passed by the Arizona State Legislature. They cover a wide range of topics, including:
  - Contracts (Title 44)
  - Torts (negligence, personal injury, etc., often developed through case law interpreting statutes)
  - Property law (Title 33)
  - Business law (corporations, partnerships, etc., Title 10 and 29)
  - Family law (Title 25)

- Criminal law (Title 13)
- Labor law (Title 23)
- And many other areas.

For more information, please visit: <https://www.azleg.gov>

## **Restrictions**

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and © there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

## **Exceptions to Informal Negotiations and Arbitration**

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and © any claim for injunctive relief. If this provision is found to be illegal or unenforceable, such dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of the court.

## **12. Corrections**

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Service at any time, without prior notice.

## **13. Disclaimer**

The services are provided on an As-is and available basis. You agree that your use of the services will be at your sole risk. To the fullest extent permitted by law. We disclaim all warranties, express or implied, in connection with the services and your use thereof, including, without limitation, the implied warranties of merchantability, fitness, Nutrition and Dietation, Skin care, Skin resurfacing plans, injections for a particular purpose, and non-infringement. We make no warranties or representation's content or the content of any websites or mobile applications linked to the services and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the services, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the services, (5) Any bugs, viruses, trojan horses, or the like which may be transmitted to or through the services by the third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available VIA the services. We do not warrant, endorse, guarantee, or assume responsibility for any product or services advertised or offered by a third party through the services, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

## **14. Limitations of Liability**

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other

damages arising from your use of the services, even if we have been advise of the possibly of such damages. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the lesser of the amount paid, in any, by you to us or. Certain us state laws and international laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

#### ***15. Indemnification***

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising ot of: (1) use of the Services; (2) breach of these Lgal Terms; (3) any breach of your representations and warranties ser forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected wia the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to require you to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

#### ***16. User data***

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive right of action against us arising from any such loss or corruption of such data.

#### ***17. Electronic Communications, transactions, and signatures, Transactions, and Signatures***

Visiting the Service, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the Services.

#### ***18. Miscellaneous***

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as the Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by having been based on the electronic form of these Legal Terms and the lack of signing by the parties here to execute these Legal Terms.

**19. Contact Us**

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Service, please contact us at:

Email: [pearlskincarewellnessllc@gmail.com](mailto:pearlskincarewellnessllc@gmail.com)

Phone: (602) 860-5711

***"It is your responsibility to sign and date this document prior to your initial appointment. Pearl Skincare and Wellness, LLC assumes no obligation to provide reminders regarding our policies and procedures, as this information is readily available on our website. You must acknowledge and adhere to these terms before commencing services."***

**Client or Customer Signature:**

**Date:**