

JASPY PLATFORM TERMS AND CONDITIONS

1. INTRODUCTION AND ACCEPTANCE OF TERMS

1.1. Platform Description:

Jaspy ("we," "us," "our," or "the Company") is a dual-purpose platform that operates both as a public marketplace for buying and selling salon-quality products and services, and as a private community exclusively for subscribed Members (defined below). The private community facilitates professional networking, knowledge-sharing, and collaboration among industry professionals. The entire framework includes salons, individuals, service suppliers collectively known as "Members" and consumers (Buyers). Jaspy is incorporated in and operates under the laws of Guernsey. Jaspy is solely a platform provider and does not sell or distribute any products. All products listed on the platform are sold and distributed by independent sellers.

1.2. Acceptance of Terms:

- a) By accessing or using the Jaspy platform, including but not limited to the website, mobile application, and any related services (collectively, the "**Platform**"), you agree to be bound by these Terms and Conditions ("**Terms**").
- b) If you do not agree to these Terms, you must not access or use the Platform.
- c) We reserve the right to modify these Terms at any time. Any changes will be effective immediately upon posting on the Platform. Your continued use of the Platform after any such changes constitutes your acceptance of the new Terms.

1.3. Additional Agreements:

- a) These Terms incorporate by reference any additional agreements, policies, or guidelines posted on the Platform, including but not limited to the Privacy Policy and Acceptable Use Policy.
- b) In the event of any conflict between these Terms and any additional agreement, these Terms shall prevail unless explicitly stated otherwise in the additional agreement.

2. DEFINITIONS

For the purposes of these Terms, the following definitions shall apply:

- 2.1. "**Platform**" means the Jaspy website, mobile application, and any other related services, features, or content provided by Jaspy.
- 2.2. "**Member**" means a person or business that subscribes to the private community section of the Platform (as set out in Clause 6 below) and pays a recurring Member Subscription Fee for access to its exclusive features and benefits.
- 2.3. "**Seller**" means any hair or beauty salon, or other business entity, registered on the Platform to sell products or promote services.
- 2.4. "**Buyer**" means any individual or entity purchasing or intending to purchase products or services through the Platform.
- 2.5. "**Product**" means any item listed for sale on the Platform by a Seller.
- 2.6. "**Service**" means any beauty, hair, or related service promoted or offered by a Member on the Platform.
- 2.7. "**Subscription**" means any recurring fee (typically monthly) paid by Members for access to the private community and its associated services.
- 2.8. "**Commission**" means the percentage of each sale taken by Jaspy as a fee for facilitating the transaction.
- 2.9. "**Content**" means any text, graphics, images, music, software, audio, video, information, or other materials appearing on or through the Platform.
- 2.10. "**User**" means any person or entity that accesses, visits or uses the Platform.
- 2.11. "**Intellectual Property Rights**" means all patent rights, copyrights, rights of publicity, trademarks, goodwill, trade secret

rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

3. ELIGIBILITY AND REGISTRATION

3.1. Eligibility:

- a) You must be at least 16 years of age to use the Platform.
- b) By using the Platform, you represent and warrant that you have the right, authority, and capacity to enter into these Terms and to abide by all of the terms and conditions set forth herein.
- c) If you are using the Platform on behalf of a company, organization, or other entity, you represent and warrant that you have the authority to bind such organization to these Terms.

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3.2. Member Registration:

- a) To become a Member on the Platform, you must complete the registration process and provide accurate, current, and complete information, including but not limited to:
 - i. Business name
 - ii. Physical address
 - iii. Email address
 - iv. Contact phone number
 - v. Business registration or license number (if applicable)
 - vi. Any information needed by the payment platform provider (this information will not be held by Jaspy Limited)
- b) You agree to promptly update your registration information in the event of any changes.
- c) We reserve the right to refuse registration or cancel a Seller account at our sole discretion and are not required to give a reason.

3.3. Buyer Registration:

- a) Buyers are required to register to make purchases on the Platform.
- b) Registered Buyers may access additional features, such as:
 - i. Saved payment methods
 - ii. Order history
 - iii. Exclusive offers and promotions

- iv. Delivery options
- c) If you register as a Buyer, you must provide accurate, current, and complete information.
- d) You are responsible for maintaining the confidentiality of your account username and password.

3.4. Account Security:

- a) You are solely responsible for all activities that occur under your account.
- b) You agree to notify us immediately of any unauthorized use of your account or any other breach of security.
- c) We reserve the right to close your account at any time.

4. SELLER OBLIGATIONS AND RESPONSIBILITIES

4.1. Account and Listing Management:

- a) Sellers are responsible for maintaining accurate and up-to-date information in their account and product listings which complies with manufacturers' brand guidelines.
- b) All product descriptions, images, prices, and other content must be accurate, current, and compliant with applicable laws and regulations.
- c) Sellers must promptly update listings to reflect changes in availability, pricing, or product details.
- d) Jaspy reserves the right to remove or modify any listing that violates these Terms or applicable laws.

4.2. Product Quality and Safety:

- a) Sellers warrant that all products listed and sold through the Platform are:
 - i. Of merchantable quality and fit for their intended purpose
 - ii. Compliant with all applicable laws, regulations, and industry standards
 - iii. Free from defects in materials and workmanship
 - iv. Accurately described and not misrepresented in any way
- b) Sellers are solely responsible for ensuring that their products are safe for use and do not pose any health risks to Buyers.

- c) Sellers must provide clear and accurate information about product ingredients, potential allergens, and any necessary warnings or precautions.

4.3. Inventory Management:

- a) Sellers are responsible for maintaining accurate inventory levels on the Platform.
- b) If a product becomes unavailable after an order is placed, Sellers must:
 - i. Notify the Buyer as soon as possible
 - ii. Offer a full refund or a suitable alternative product
 - iii. Update the product listing to reflect the current availability

4.4. Order Fulfilment:

- a) Sellers must process and fulfil orders in a timely manner, as specified in their listing or store policies.
- b) For shipped items, Sellers must:
 - i. Package products securely to prevent damage during transit
 - ii. Ship products within the timeframe specified in their listing or store policies
 - iii. Provide tracking information to the Buyer, if possible.
- c) For in-store pickup, Sellers must:
 - i. Have the order ready for collection within the specified timeframe
 - ii. Verify the Buyer's identity and order details before releasing the products

4.5. Customer Service:

- a) Sellers are responsible for providing customer service to Buyers, including:
 - i. Responding to inquiries within two working days.
 - ii. Addressing complaints and resolving issues in a timely and professional manner
 - iii. Providing after-sales support as necessary
- b) Sellers must maintain a professional and courteous demeanour in all interactions with Buyers.

4.6. Refunds and Returns:

- a) Sellers must establish and clearly communicate their refund and return policies to Buyers.
- b) Such policies must comply with applicable consumer protection laws in the UK and any other relevant jurisdictions.
- c) Sellers are responsible for processing refunds and returns in accordance with their stated policies and applicable laws.

4.7. Compliance with Laws and Regulations:

- a) Sellers must comply with all applicable laws, regulations, and industry standards, including but not limited to:
 - i. Consumer protection laws
 - ii. Product safety regulations
 - iii. Labelling and packaging requirements
 - iv. Data protection and privacy laws
 - v. Tax laws and regulations
- b) Sellers are responsible for obtaining and maintaining any necessary licenses, permits, or certifications required to operate their business and sell their products.

4.8. Intellectual Property:

- a) Sellers warrant that they have the right to use, sell, and display all products and content listed on the Platform.
- b) Sellers agree to indemnify and hold Jaspy harmless from any claims of intellectual property infringement related to their products or content.

4.9. Prohibited Activities:

Sellers are prohibited from:

- a) Listing or selling counterfeit, stolen, or illegal products
- b) Manipulating ratings or reviews
- c) Spamming or harassing Buyers
- d) Using the Platform to promote or sell products or services not in line with the platform description.

4.10. Cooperation with Jaspy:

- a) Sellers agree to cooperate with Jaspy in any investigation or dispute resolution process.
- b) Sellers must provide Jaspy with any requested information or documentation in a timely manner.

5. PLATFORM MEMBER FEES AND PAYMENTS

5.1. Members Subscription Fee:

- a. Members shall pay a monthly Subscription Fee for access to the platform. This fee is automatically charged on a recurring basis, starting from the date of initial sign up and renewing on the same date each cycle.
 - b. The Subscription Fee will auto-renew monthly. Jaspy reserves the right to change the fee with a 30-day notice provided to Members via email or in-app notification.
 - c. Failure to pay the Subscription Fee may result in the suspension or termination of your access to the private community, while your marketplace account remains unaffected.
 - d. Subscriptions are non-refundable except where required by law. Members may cancel their subscription via account settings; the cancellation will take effect at the end of the current billing cycle.
- 5.2. Membership grants you access to the private community, where you may participate in professional networking, access exclusive content, and interact with other Members.
- 5.3. Members are expected to adhere to specific community guidelines. Any misuse, such as posting defamatory, infringing, or otherwise objectionable content, may result in immediate suspension or termination of Membership without refund.
- 5.4. Any content you share within the private community remains your intellectual property; however, by participating, you grant Jaspy a non-exclusive license to use, reproduce, and display such content for internal purposes. Members are expected to maintain the confidentiality of discussions and proprietary information shared within the community.
- 5.5. Jaspy reserves the right to moderate community content and suspend or terminate Membership for breaches of these terms or failure to comply with the Subscription Fee obligations.

5.6. Commission Structure:

- a) Jaspy will charge a set commission on the total sale price of all products sold through the Platform.
- b) The commission will be automatically deducted from the sale proceeds before the payout to the Seller.

5.7. Payment Processing:

- a) Jaspy will work with third-party payment processors to facilitate transactions on the Platform.
- b) Sellers may be required to create and maintain an account with the designated payment processor.
- c) Jaspy does not hold, receive or control Seller or Buyer funds at any time during the transaction process.

5.8. Payout Schedule:

- a) Sellers will receive payments for their sales according to the schedule set by the third-party payment processor.
- b) Typical payout schedules range from 1 to 5 business days after the completion of a transaction.
- c) Jaspy is not responsible for any delays or issues with payouts from the payment processor.

5.9. Taxes:

- b) Sellers are solely responsible for collecting, reporting, and remitting any applicable taxes on their sales, including sales tax such as VAT.
- c) Jaspy is not responsible for calculating, collecting, or remitting taxes on behalf of Sellers.

5.10. Refunds and Chargebacks:

At Jaspy, we aim to provide a fair and transparent experience for both our sellers and customers. Our commission structure is designed to ensure the sustainability of the platform and support the services we offer. Below are the conditions under which commission refunds may or may not be issued:

a) Seller-Initiated Refunds

If a customer requests a refund from a seller (for any reason), the seller is responsible for the full refund of the purchase amount. Jaspy will not refund the commission on that sale, as it covers the transaction fees and platform services provided.

b) Refunds for Platform Errors

If a refund is processed due to a technical error, system failure, or other fault caused by Jaspy, we will refund the commission on the affected sale. This will be assessed on a case-by-case basis, and evidence of the issue must be provided by the seller.

c) Fraudulent Transactions

In cases where a sale is identified as fraudulent, Jaspy will refund the commission associated with that sale once the fraud has been confirmed.

d) Seller Disputes or Customer Complaints

If a refund occurs as a result of a seller dispute or customer complaint, we will not refund the commission unless the issue is directly tied to an error or fault within the Jaspy platform. In such cases, both parties may be asked to provide documentation or evidence to support their claims.

e) Cancellation by Jaspy

If Jaspy determines that a Seller account is in violation of our terms of service and the sale is cancelled as a result, the commission is non-refundable.

5.11. Currency:

- a) All fees and payments on the Platform will be processed in British Pounds Sterling (GBP).
- b) Any currency conversion fees or exchange rate fluctuations are the responsibility of the Seller or Buyer, as applicable.

5.12. Fee Changes:

- a) Jaspy reserves the right to change any fees or commission structures with 30 days' notice to Sellers.
- b) Continued use of the Platform after a fee change constitutes acceptance of the new fee structure.

6. BUYER RIGHTS AND RESPONSIBILITIES

6.1. Account Creation and Management:

- a) Buyers may create an account on the Platform to access additional features and benefits.
- b) Buyers are responsible for maintaining the confidentiality of their account credentials.
- c) Buyers must provide accurate and up-to-date information when creating and maintaining their account.

6.2. Purchasing Products:

- a) Buyers may purchase products from Sellers through the Platform without creating an account.
- b) By making a purchase, Buyers agree to pay the full price of the product, including any applicable taxes and shipping fees.

- c) Buyers are responsible for reviewing product descriptions, prices, and Seller policies before making a purchase.

6.3. Payment:

- a) Buyers must provide valid payment information for each transaction.
- b) Jaspy uses third-party payment processors to handle all financial transactions on the Platform.
- c) Buyers agree to comply with the terms and conditions of the payment processor.

6.4. Order Cancellation:

- a) Buyers may cancel an order before it has been processed or shipped by the Seller.
- b) Cancellation policies may vary by Seller and should be reviewed before making a purchase.

6.5. Returns and Refunds:

- a) Return and refund policies are set by individual Sellers and may vary.
- b) Buyers are responsible for reviewing and complying with the Seller's return and refund policy.
- c) Jaspy may mediate disputes between Buyers and Sellers but is not responsible for processing returns or refunds.

6.6. Product Reviews and Ratings:

- a) Buyers may leave honest and factual reviews of products and Sellers on the Platform.
- b) Reviews must not contain offensive, abusive, or discriminatory content.
- c) Jaspy reserves the right to remove or modify reviews that violate these Terms or applicable laws.

6.7. Prohibited Activities:

Buyers are prohibited from:

- a) Using the Platform for any unlawful purpose
- b) Attempting to circumvent the Platform's payment system
- c) Harassing or abusing Sellers or other users
- d) Posting false or misleading reviews
- e) Engaging in any activity that disrupts or interferes with the Platform's functionality

7. INTELLECTUAL PROPERTY

7.1. Platform Ownership:

- a) The Platform, including all content, features, and functionality, is owned by Jaspy and protected by copyright, trademark, and other intellectual property laws.
- b) Users may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any material on the Platform without express written consent from Jaspy.

7.2. Seller Content:

- a) Sellers retain ownership of their intellectual property rights in the products and content they list on the Platform.
- b) By listing products or content on the Platform, Sellers grant Jaspy a non-exclusive, worldwide, royalty-free license to use, reproduce, distribute, and display such content for the purposes of operating and promoting the Platform.

7.3. User-Generated Content:

- a) Users retain ownership of any content they submit to the Platform, such as reviews or comments.
- b) By submitting content to the Platform, users grant Jaspy a non-exclusive, worldwide, royalty-free license to use, reproduce, distribute, and display such content on the Platform and in promotional materials.

7.4. Trademarks:

- a) The Jaspy name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Jaspy or its affiliates.
- b) Users may not use these marks without the prior written permission of Jaspy.

7.5. Copyright Infringement:

- a) Jaspy respects the intellectual property rights of others and expects users to do the same.
- b) If you believe that any content on the Platform infringes upon your copyright, please notify us immediately with the following information:

- i. A description of the copyrighted work that you claim has been infringed
- ii. The URL or other specific location on the Platform where the infringing material is located
- iii. Your contact information, including name, address, telephone number, and email address
- iv. 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
- v. 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 the copyright owner's behalf

8. PRIVACY AND DATA PROTECTION

8.1. Privacy Policy:

- a) Jaspy's collection and use of personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference.
- b) By using the Platform, you consent to the collection, use, and sharing of your information as described in the Privacy Policy.

8.2. Data Protection:

- a) Jaspy complies with all applicable data protection laws and regulations, including the Data Protection (Bailiwick of Guernsey) Law, 2017.
- b) Sellers and Buyers are responsible for complying with all applicable data protection laws in their use of personal information obtained through the Platform.

8.3. Security Measures:

- a) Jaspy implements appropriate technical and organizational measures to protect personal information against unauthorized or unlawful processing and against accidental loss, destruction, or damage.
- b) Users are responsible for maintaining the confidentiality of their account credentials and for any activities that occur under their account.

8.4. Third-Party Services:

- a) The Platform may integrate with or link to third-party services or websites.
- b) Jaspy is not responsible for the privacy practices or content of these third-party services.
- c) Users are encouraged to review the privacy policies of any third-party services they interact with through the Platform.

9. LIMITATION OF LIABILITY

9.1. Disclaimer of Warranties:

- a) The Platform is provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied.
- b) Jaspy disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

9.2. Limitation of Liability:

- a) To the fullest extent permitted by law, Jaspy shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses.
- b) Jaspy's total liability for any claim arising out of or relating to these Terms or the Platform shall not exceed the amount paid by the user to Jaspy in the 12 months preceding the event giving rise to the liability.

9.3. Indemnification:

Users agree to indemnify, defend, and hold harmless Jaspy and its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to their violation of these Terms or use of the Platform.

10. DISPUTE RESOLUTION

10.1. Governing Law:

- a) These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be

governed by and construed in accordance with the laws of Guernsey.

- b) Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Platform shall be instituted exclusively in the courts of Guernsey.

10.2. Informal Resolution:

- a) In the event of any dispute between a Buyer and a Seller, the parties agree to attempt to resolve the dispute informally by contacting each other directly.
- b) If the parties are unable to resolve the dispute informally, they may request mediation assistance from Jaspy.

10.3. Mediation by Jaspy:

- a) Jaspy may, at its sole discretion, act as a mediator in disputes between Buyers and Sellers.
- b) The mediation process shall be conducted online or via other means determined by Jaspy.
- c) Both parties agree to cooperate in good faith with the mediation process.

10.4. Arbitration:

- a) If a dispute cannot be resolved through informal means or mediation, the parties agree to submit the dispute to binding arbitration.
- b) The arbitration shall be conducted in accordance with the Guernsey International Arbitration Rules.
- c) The arbitration shall be conducted in English and shall take place in Guernsey.
- d) The decision of the arbitrator shall be final and binding on the parties.

10.5. Class Action Waiver:

- a) Users agree to resolve any disputes on an individual basis and waive any right to pursue any claims on a class or consolidated basis or in a representative capacity.

11. TERMINATION AND SUSPENSION

11.1. Termination by Users:

- a) Buyers may terminate their account at any time by accessing their account settings.
- b) Sellers may terminate their account via account settings; the cancellation will take effect at the end of the current billing cycle.

11.2. Termination or Suspension by Jaspy:

- a) Jaspy reserves the right to terminate or suspend any user's account or access to the Platform at any time, without notice, for any reason, including but not limited to:
 - i. Violation of these Terms
 - ii. Engaging in fraudulent or illegal activities
 - iii. Failure to pay the subscription fee or commissions
 - iv. Repeated poor performance or customer complaints
- 11.3. Jaspy reserves the right to terminate your Membership (and thus your access to the platform) for non-payment of the Subscription Fee or breach of the Community Guideline. Termination of Membership will result in immediate loss of access to the platform.

11.4. Effects of Termination:

- a) Upon termination, users will immediately lose access to their account and all Platform features.
- b) Sellers with active orders at the time of termination must fulfil those orders in accordance with these Terms.
- c) Termination does not relieve users of their obligation to pay any outstanding fees or commissions.

11.5. Survival:

The following sections shall survive termination of these Terms: Intellectual Property, Privacy and Data Protection, Limitation of Liability, Dispute Resolution, and any other provision that by its nature should survive termination.

12. CHANGES TO THE PLATFORM AND TERMS

12.1. Platform Changes:

- a) Jaspy reserves the right to modify, suspend, or discontinue any part of the Platform at any time without notice.
- b) Jaspy shall not be liable to any user or third party for any modification, suspension, or discontinuance of the Platform.

12.2. Terms Updates:

- a) Jaspy may update these Terms from time to time to reflect changes in our practices or for legal, regulatory, or operational reasons.
- b) Users will be notified of any material changes to the Terms via email or through a notice on the Platform.
- c) Continued use of the Platform after the effective date of any changes constitutes acceptance of the updated Terms.

13. NOTIFICATIONS AND COMMUNICATIONS**13.1. Electronic Communications:**

- a) By using the Platform, users consent to receive communications from Jaspy electronically.
- b) Electronic communications may include emails, text messages, in-app notifications, or notices posted on the Platform.

13.2. Notices to Users:

- a) Jaspy may provide notices to users via email to the email address associated with their account or through other contact information provided by the user.
- b) Users are responsible for keeping their contact information up to date.

14. MISCELLANEOUS**14.1. Entire Agreement:**

These Terms, together with the Privacy Policy and any additional agreements incorporated by reference, constitute the entire agreement between users and Jaspy regarding the use of the Platform.

14.2. Severability:

If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.

14.3. No Waiver:

Jaspy's failure to enforce any right or provision of these Terms shall not be considered a waiver of such right or provision.

14.4. Assignment:

Users may not assign or transfer these Terms, in whole or in part, without Jaspy's prior written consent. Jaspy may assign these Terms at any time without notice.

14.5. Force Majeure:

Jaspy shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, pandemics, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labour, or materials.