

# Heaven & Earth Beauty Salon

## TERMS OF USE

These Terms of Use are an integral and indivisible part of the Terms Of Service (TOS) HEAVEN & EARTH with the Privacy Policy and Copyright Policy

**IMPORTANT:** HEAVEN & EARTH will not use the private and sensitive information provided by users on any terms involving their exposure in the mass media without express permission from the data subjects. However, HEAVEN & EARTH is excluded from any responsibility for the misuse of information that users themselves or third parties can do with it.

This document refers to the rights and obligations in the use of HEAVEN & EARTH Web, software, App and service (all collectively the Service) tablets, computers, cellular or mobile, smartwatches and on any device with wifi or multimedia access. These Terms constitute a binding and full agreement with HEAVEN & EARTH (including its affiliates and subsidiaries) as the owner of all rights in the Service, and you. Please, we recommend carefully to read these Conditions. HEAVEN & EARTH; is part of Polaris Bond, LLC with offices in 1641 Bonaventure Boulevard 33326 Weston, Florida. By using the HEAVEN & EARTH Service, you accept our terms of use, privacy notice and copyright policy, which are part of a whole of these Terms Of Service. Without your consent, you will not be able to use our services. Acceptance. In addition, by using the Service, you provide your personal data used for registration, such as name, mailing address, nickname (user), city, province or state, country, geolocation or other relevant information. Note that you also give your consent according to sharing personal information for statistical and commercial purposes. This agreement may or may not include the exchange of information stored by HEAVEN & EARTH clients and the use of dedicated publicity (tracked ad) within HEAVEN & EARTH's network. In resume, all the personal information you give, as well as its participation in HEAVEN & EARTH or use of the

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associated services of HEAVEN & EARTH is considered only for the purposes described in these terms and in accordance with the law 18331 (LPDP) of Personal Data Protection and Habeas Data (Uruguay) as well as with the Privacy Protection Act (United States), the Children's Online Privacy Protection Act (COPPA, United States), the California Online Privacy Protection Act (CalOPPA, California, CA. States), the Organic Law 15/1999 on data protection (LOPD, Spain), the European Directive 46/95 / EC and the 2016/679 Decree on the protection of individuals against the processing of personal data and other national, international and regional standards on the protection of personal data and privacy of individuals. HEAVEN & EARTH has no obligation to control the use that users make of their services. In particular, HEAVEN & EARTH cannot guarantee that users use the service in accordance with these terms of use, or do so in a diligent and prudent way. HEAVEN & EARTH has no obligation to verify the identity of users or the accuracy, validity, completeness and / or authenticity of the data that users provide about themselves to other users. In turn, HEAVEN & EARTH is not responsible if the content posted by users violates good manners, morality, others sensitivity, as well as violations of laws protecting privacy, honor and integrity of all persons or any law. If you wish to exercise your rights in accordance with data protection, privacy, honor and equivalents, you may do so by sending an email to polarisbond.llc@gmail.com to its effects. Keep in mind that this could mean the termination of use of services HEAVEN & EARTH

### POINTS

The following points in this document are communicated to you in order to respect their rights only.

Changes to the Terms. HEAVEN & EARTH reserves the right to make changes to the Terms occasionally. When these changes are made, HEAVEN & EARTH will make a new version of the Terms available and published on the website (or any alternative URL as HEAVEN & EARTH may designate when deemed appropriate) as well as corresponding to the app section, a conspicuous and accessible way. You understand and agree that if you use the Service after the date on which the conditions have changed, HEAVEN & EARTH will treat your use as acceptance of the updated Terms. If a modification is unacceptable to you, you may terminate

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this Agreement by ceasing to use our Service. If the change is made to our view, significant, we will alert users using a visible warning the next time you connect to our services, as deemed appropriate. The "When" a change constitutes a significant change, will be determined using our common sense and good faith.

The Internet connection to use our services is of your entire responsibility. Expenses and data that you use as well as sites, online services and others, will be your responsibility exclusively. HEAVEN & EARTH not liable for any legal, judicial, administrative or commercial disadvantage that the user is generated by the use or misuse of services.

### LIABILITY

HEAVEN & EARTH will not be liable for obligations assumed by companies and third parties and / or activities and services or sales provided by companies and third parties involved (such as banks, brokers, clearinghouses, search systems and service offering, among others) or which HEAVEN & EARTH offered or promoted their services, as they are their own responsibility. You understand that when performing operations with other users, companies or third party services do so at their own risk. In any case HEAVEN & EARTH cannot be liable for lost profits or any other damage and / or damage that may have you suffer, due to the operations performed by third party services, or in all cases where these companies or services offered by third parties comply with the published, agreed, promised, committed, or displayed asserted on behalf of or in connection with HEAVEN & EARTH.

### USE OF PROHIBITED PUBLICATIONS AND COMMUNICATIONS

It is prohibited to use or publish or communicate content that is commercial (including advertising), unless such messages relating to HEAVEN & EARTH, the Service, or products HEAVEN & EARTH or HEAVEN & EARTH has been approved and / or authorized beforehand. By treating content to be used by the Service, you must make sure it is legal. You may be unable to use any content that may diminish or infringe right properties, of others, including but not limited to copyrights and trademarks. Is forbidden to use or communicate content that represents a security risk, a person's health or whose content is aimed at identifying other people without getting their consent to the disclosure of the personally identifiable

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information, or in relation to minors and identifying them, their personal details or their address and contact information, content that is unlawful, defamatory, libelous or invades the privacy of others, hostile, offensive, threatening or vulgar, which is characterized by, or encourages racism or hatred and discriminates race, origin, ethnicity, nationality, religion, gender, occupation, sexual orientation, illness, physical or mental disability, faith, political or socio-economic class, that encourages conduct that would be considered a criminal, an offense, or give rise to civil liability, a private right of action, or otherwise demand, promoting pyramid schemes, letters chains or disruptive commercial messages or advertisements, or any other action prohibited by law or under these Terms, or any offense that falsely expresses or implies that such content is sponsored or endorsed by HEAVEN & EARTH (Portrayal in a False Light/Defamation).

### BREACH AND INDEMNITY

Notwithstanding any law, you agree to indemnify and hold harmless for HEAVEN & EARTH and its employees, officers, directors and agents, in case you have violated these Terms or has operated illegally in relation with the Service. Given the nature of the service, compensation will cover all expenses, payments, costs, loss of profits or other damages, direct or indirect, monetary or non-monetary, incurred by HEAVEN & EARTH, its employees, officers, directors or agents including legal fees and attorney fees.

### APPLICABLE LAW AND JURISDICTION

These terms shall be governed exclusively by the laws of Uruguay, without giving effect to conflict of laws principles. Any dispute, controversy or claim arising out of, relating to, or in connection with these Conditions to the Service, shall be under the exclusive jurisdiction of the courts in the Department of Montevideo, Uruguay. For all legal purposes and jurisdictional communications, please refer to Río Negro 1245 3<sup>rd</sup> floor, 11100 Montevideo, Uruguay.

### LIMITATIONS

If you want to file a right of action against HEAVEN & EARTH, arising out of or related to the Service, you must do so within thirty (30) days from the day he realizes the cause of action. Failure to submit a claim within that period will result

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in a permanent ban on the cause of action, and will constitute the complete and definitive renunciation of any future trial.

### RIGHTS ASSIGNMENT

You may not assign or transfer your rights to the Service, to third parties without the prior written consent of HEAVEN & EARTH. HEAVEN & EARTH may assign its rights in and to the Service to a third party in its sole and absolute discretion, provided that the third party is committed to the obligations of these Terms.

### TERMS IN ITS ENTIRETY

These Terms, along with policies that are an integral part of the Terms of Service (TOS), namely, Privacy Policy and Copyright Policy, will constitute an entire agreement between you and HEAVEN & EARTH concerning Service. In case of inconsistency between these Terms and synopsis of the terms presented to the user during use of our services, these conditions will prevail.

### CONTACT US

You can contact us regarding any questions about the service, sending an email to [polarisbond.llc@gmail.com](mailto:polarisbond.llc@gmail.com). We will do our best to answer your questions or concerns promptly.

Modified: August 2017