

STYLIST SUBSCRIPTION PLAN AGREEMENT

Parties: This Client Subscriber Agreement (“Agreement”) is made and entered into effective as of _____, by and between Text A Stylist, LLC (“STYLIST”), a Tennessee Limited Liability Company, and _____ (“Client”), herein collectively referred to as “Parties.”

Scope: Client desires to subscribe to Stylist Subscription Plan (“SSP”) offered by Stylist and selects Evolve _____ on a _____ basis.

Plans and Prices:

<u>Evolve 1</u>	<u>Evolve 2</u>	<u>Evolve 3</u>
4 Texts	4 Texts	Unlimited Texts
Responses a Day	Responses a Day	
No Links	10 Links a Month	20 Links a Month
		30 Minute
		Monthly Consult
\$49 monthly	\$149 monthly	\$349 monthly
or	or	or
\$539 annually	\$1639 annually	\$3839 annually

General Definitions:

“Text” means message sent electronically through WhatsApp from Stylist to Client in response to Client’s short 1-160 character and/or multimedia message to Stylist. Additional multimedia messages or text over 160 characters will count against the daily rate. Stylist expressly reserves the right to deduct more against the daily rate for long or complex multimedia messages. Stylist is committed to responding to all SSP texts in a timely manner. To that end, Stylist strives for an average response time of 30 minutes or less for any SSP texts received through WhatsApp between the hours of 7:00 AM to 9:00 PM central standard time, Monday through Sunday. For texts sent outside those hours, Stylist will make best efforts to respond within one business day. For texts after the daily limit is reached, Stylist will respond the next day and those responses will count towards that day’s daily limit.

“Link” mean one individual item sent to Client as a hyperlink to a private shoppable website. Client specifically understands that style is a personal preference and links are Stylist curated. It is the goal of the SSP that Client’s tastes and preferences influence curation of links. Client specifically understands and acknowledges that links are to outside vendors. Stylist has no control over availability, price, return policies.

“Monthly Consult” means Client can schedule one (1) thirty (30) minute call per month. Availability is on a first come first served basis. Stylist cannot guarantee a specific day or time availability.

Client Acknowledgements: Client acknowledges that Stylist reserves the right to change it’s policies, practices, and limits at any time, in its sole discretion, with or without notice. Client acknowledges that Stylist may establish general practices and limits concerning use of its SSP terms. Client specifically understands Stylist reserves the right to modify the fees and payment terms after the initial term. Client specifically understands that ALL communication to Stylist must be done through WhatsApp.

Payment Terms: Client agrees to pay Stylist for as long as they maintain a SSP with Stylist. Client agrees to pay Stylist the fees associated with the SSP. Additional discounts may be available for members depending on the plan purchased. To allow payment for the initial term of a Subscription, valid credit card information is due at the time of purchase. Late Payments results in the immediate suspension of membership benefits. Client has a forty-eight (48) hour grace period to reconcile payment. After grace period, Stylist reserves the right to terminate SSP. The charge remains the same regardless of Client's use or failure to use the SSP Benefits. In other words, **EVEN IF CLIENT DOES NOT USE THE SSP BENEFITS, THEY WILL BE RESPONSIBLE FOR ANY SUBSCRIPTION FEES UNLESS AND UNTIL THE SUBSCRIPTION IS TERMINATED.**

Term: The term of the contract will be annually, which shall mean a period of twelve (12) consecutive calendar months beginning on the date the SSP is executed and payment is received by Stylist.

Automatic Renewal: Your SSP will automatically renew at the end of the initial plan term, and will continue on a recurring basis for each term thereafter unless you give notice of your intention to terminate your subscription pursuant to the terms of this agreement. Unless otherwise notified pursuant to this agreement, the charge, and term duration for each renewal term will be the same as the initial term. If your purchase date is on the 29th through 31st day of any month, your Billing Date for renewals in months with fewer days will fall on the last day of the month.

Package Switch: Client may elect to switch package by giving Stylist seven (7) days notice before the end of the monthly term. Annual clients upgrading their package will pay the pro rata rate for the remainder of the term. Client specifically understands that annual plans cannot be downgraded until the end of the initial term.

Termination: Client may terminate this Agreement at any time for any reason by giving Stylist seven (7) days notice before the end of the monthly term. Client understands and specifically agrees that any payment for SSP is NONREFUNDABLE.

Content Use & Release: Client agrees to give STYLIST permission to use photos, videos, reviews, or descriptions for the purpose of advertising. These will be used without any compensation to Client. Client agrees not to initiate any civil action against STYLIST with regard to the use of the above media. STYLIST will not reveal personal and/or sensitive information like names and/or addresses.

Merger: This Agreement constitutes the entire agreement between parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

Severability: If any one or more part of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision

of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Counterparts: This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

Dispute Resolution: First, the parties will use all reasonable efforts to settle all Disputes through good faith negotiations. If those attempts fail to resolve the Disputes within thirty (30) days of the date of the initial written demand for negotiation, then the parties shall use all reasonable efforts in good faith to settle the Disputes by mediation. Each party shall bear its own expenses.

Indemnification: Client hereby agrees to indemnify, defend, and hold harmless STYLIST, its owners, its officers, directors, employees, and agents, from any and all damages, liabilities, actions, suits, claims, costs (including reasonable attorneys' fees), penalties, or expenses arising out of or in connection with, in whole or in part, directly or indirectly the SSP. Client hereby acknowledges and agrees that STYLIST's maximum liability with any claim, whether in contract or in tort, shall be capped by the total value STYLIST receives from this contract. This Section shall survive termination of this Agreement.

Governing Law and Venue: This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Tennessee, without regard to conflicts of laws principles. The parties agree that jurisdiction shall lie with any court located in Davidson County, Tennessee. The parties waive all rights to a trial by jury.

No Waiver of Breach: The failure to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, nor prevent a Party thereafter from enforcing the provision or any other provision of this Agreement. The rights granted the Parties are cumulative, and the election of one shall not constitute a waiver of such party's right to assert all other legal and equitable remedies available under the circumstances.

Confidentiality: The terms of this agreement shall be kept confidential.

SIGNATURE PAGE FOLLOWS

Please Sign and Return. SSP shall not commence until Stylist receives signed agreement and payment.

STYLIST: Text A Stylist, LLC

BY: _____

Name: Jessica Sheehan

Client:

BY: _____

Name:

Date: