

The iPolish App Terms of Service

Welcome to the iPolish App, a mobile application (“**Software**” or “**App**” or “**the iPolish App**”), provided by iPolish, Inc. (“**iPolish**,” “**we**,” or “**us**”). The App and other services, information, materials, devices and products we provide to you and described herein are each individually or collectively referred to herein as the “**Service**” or the “**iPolish Service**”. The iPolish App, among other services described herein, allows a User (as hereinafter defined) to interact and engage with iPolish products as made available by the iPolish Service.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY CLICKING “ACCEPT” OR ACCESSING THE IPOLISH SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THE IPOLISH SERVICE. BY ACCEPTING THESE TERMS OR BY USING THE IPOLISH SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE IPOLISH PRIVACY POLICY [<https://iPolish.fashion/story/privacy>] (collectively, the “**Terms of Service**” or “**Terms**”), WHICH ARE SUBJECT TO CHANGE AT ANY TIME AND WITHOUT NOTICE.

Our Privacy Policy can be found here <https://iPolish.fashion/story/privacy>, which describes how we use, protect, and share your personal information and data and sets out your privacy rights.

If you are not eligible, or do not agree to the Terms of Service, then you do not have permission to use the iPolish Service.

As provided below, iPolish grants you the right to use the iPolish App and the Service subject to these Terms as set forth below.

The iPolish Service is available to iPolish non-commercial end users (“**User**”) with access to the App through the Apple App Store or Google Play.

1. **Use of the iPolish Service.** The iPolish Service is intended only to allow you, a User, to engage iPolish products as made available by the iPolish Service. You may not access or use the Service for any other purpose. You may use the iPolish Service, including any data presented to you on or by the iPolish Service, or otherwise hosted or stored by iPolish for you, only for lawful and appropriate purposes on your own behalf, and subject to your full compliance with these Terms and any other guidelines and policies applicable to the iPolish Service which iPolish may post from time to time.
2. **Eligibility.** You must be at least 13 years of age to use the iPolish App. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 13 years of age; (b) you have not previously been suspended or removed from the iPolish Service; and (c) your registration and your use of the iPolish Service is in compliance with all applicable laws and regulations in your local jurisdiction. You may not use the iPolish Service on behalf of an entity, organization, or company regardless of whether you agree to be bound by these Terms on behalf of that organization.

3. **Use of App with iPolish Products.** To access most features of the iPolish Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself including personal information such as your name, email address, gender, profile picture, and birthdate. To link your iPolish product(s) with the App, you will be asked to scan a QR code on the product or its packaging. All personal data that you give to us will be handled and processed in accordance with our Privacy Policy, which will give you further information about what, how and why we collect this personal data. Please refer to our Privacy Policy (linked above) for this additional information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. You are solely responsible for all activities that occur under your account. Your account may automatically expire following any period of inactivity associated with your account in excess of twelve (12) consecutive months. If you would like to delete your account and all data associated with your account, you may do so on the iPolish App.
4. **Payment.** Access to the iPolish Service, or to certain features of the iPolish Service, may require you to pay fees or recurring fees. Before you pay any fees or agree to pay any recurring fees, you will have an opportunity to review and accept the fees that you will be charged. All fees once paid are non-refundable, to the fullest extent permitted under applicable law. If iPolish changes the fees or recurring fees for the iPolish Service, including by adding additional fees or charges, iPolish will provide you advance notice of those changes. If you do not accept the changes, iPolish may discontinue providing the iPolish Service to you. iPolish will charge the payment method you specify at the time of purchase. You authorize iPolish to charge all sums as described in these Terms, for the iPolish Service you select, to that payment method. If you pay any fees with a credit card, iPolish may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. The iPolish App may include functionality for activating, updating, or canceling recurring payments for periodic charges. If you activate or update recurring payments through the iPolish App, you authorize iPolish to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on the payment due date for the accrued sums. If you use the iPolish App to update or cancel any existing authorized one-time or recurring payment, it may take several business days for the update or cancellation to take effect. If you pay fees or recurring fees to iPolish, we may store your financial account information as defined in the iPolish Privacy Policy [<https://iPolish.fashion/story/privacy>].
5. **License.** iPolish owns and operates the iPolish Service. The documents and other information and content available on the iPolish App (the “**App Content**”) are protected by copyright and other intellectual property laws throughout the world. All copyright and other proprietary notices on any App Content must be retained on any copies made thereof. Any unauthorized reproduction, modification, distribution, public display, or public performance of any App Content is strictly prohibited. iPolish and its suppliers reserve all rights not granted in these Terms. Subject to the restrictions set forth in these

Terms, iPolish grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the App in object code format, without alteration, on devices that you own or control, solely for use with the iPolish Services. By downloading or using our App(s), you: (a) acknowledge that the App is licensed, not sold to you; and (b) Acknowledge that third party terms and fees may apply to the use and operation of your device in connection with your use of the App, such as your carrier's terms of services, and fees for phone service, data access, or messaging capabilities, and that you are solely responsible for payment of any and all such fees

6. User Representations and Warranties.

- A. All users of the iPolish Service represent, warrant, and covenant to iPolish that: (a) these Terms have been executed and delivered by you and constitute a valid and binding agreement with you, enforceable against you in accordance with its terms; (b) you will not access or use the iPolish Service except as expressly permitted by these Terms and any additional instructions, guidelines, or policies issued by iPolish, including those posted in the iPolish App or iPolish website(s); (c) you will access and use the iPolish Service in full compliance with applicable law; and (d) all of the information, data, and other materials provided by you in support of your account registration are accurate and truthful in all respects.

7. User Content

- A. **User Content Generally.** Certain features of the iPolish Service may permit you to upload content to the iPolish Service, including but not limited to messages, images, data, text, location information, and other types of information (“**User Content**”) and to publish User Content on the iPolish Service. You retain the copyrights, including any moral rights, and any other proprietary rights that you may hold in the User Content that you upload or publish to the iPolish Service.
- B. **Limited License Grant to iPolish.** By posting or publishing User Content, you grant iPolish a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid, transferable right and license (with the right to sublicense) to use, host, store, transfer, display, perform, reproduce, modify, create derivative works of, and distribute your User Content, in whole or in part, for any purpose in accordance with and as limited by the iPolish Privacy Policy [<https://iPolish.fashion/store/privacy>], in any media formats and through any media channels now known or hereafter developed. We may also create anonymized data and images from your User Content, and such data and images will no longer be your User Content. You irrevocably and forever waive any rights you may have regarding your User Content being altered or manipulated in any way that may be objectionable to you. For the avoidance of doubt, no User Content will be provided to, or accessible by, other users of the iPolish Service if you have not requested, connected, or allowed that user to access your User Content.

C. **User Content Representations and Warranties.** You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting or publishing User Content, you affirm, represent, and warrant that:

- a) you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize iPolish to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section 7, in the manner contemplated by iPolish, the iPolish Service, and these Terms;
- b) your User Content and the use of your User Content, will not: (i) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; (ii) disclose your own or a third party's personally identifiable information; (iii) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (iv) cause iPolish to violate any law or regulation; or (v) be inaccurate, false, or otherwise objectionable in the sole discretion of iPolish (collectively, "**Unacceptable Content**");
- c) if you receive a cease and desist notice as to any of your User Content, you will notify us immediately and/or remove such User Content; and
- d) you will pay for any and all royalties, fees, or other monies owing any person by reason of User Content you upload or publish on or through the iPolish Service

D. **User Content Disclaimer.** We are under no obligation to edit or control User Content that you or other Users upload or publish and will not be in any way responsible or liable for User Content. iPolish may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms. You understand that when using the iPolish Service there may be areas of the the iPolish App in which Users can post their own User Content which come from a variety of sources, and while we will use reasonable efforts to ensure that any inaccurate, offensive, indecent, or objectionable User Content is removed you may be exposed to User Content that may be inaccurate, or that you may find offensive, indecent, or objectionable. If you discover any User Content which you find to be inaccurate, offensive, indecent, or objectionable, please contact us, and we will review such User Content and take appropriate action in the sole discretion of iPolish. To the fullest extent permitted under applicable law, you agree to waive, and do waive, any statutory, legal, or equitable right or remedy you have or may have against iPolish with respect to User Content. We expressly disclaim any and all liability in connection with User Content, to the fullest extent permitted under applicable law. If notified by a User or content owner that User Content allegedly does not

conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice.

- E. **Procedure for Unlawful User Content.** If you believe that any User Content does not conform to these Terms, please notify us. We comply with the provisions of the Digital Millennium Copyright Act (the “DMCA”) applicable to our operations (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the iPolish Service, you may contact our designated agent at the following address:

iPolish, Inc.
c/o Andrew M. Schwartz, P.A.
4755 Technology Way, Suite 103
Boca Raton, Florida 33431
USA
+1-561-347-6767
Email: paralegal@amslegalteam.com

Please note that under applicable law, if you knowingly give false, misleading, or inaccurate information that User Content is infringing, you may be subject to civil or criminal penalty. Any notice under the DMCA alleging that materials hosted by or distributed through the iPolish Service infringe intellectual property rights must include all of the information required by the DMCA for such notices. iPolish will promptly terminate without notice the accounts of Users that are determined by iPolish to be “**Repeat Infringers**.” A Repeat Infringer is a User who has been notified of infringing activity on, or has had User Content removed for infringement from, the iPolish Service at least three times.

8. **Prohibited Conduct.** By using the iPolish Service, you agree not to:

- A. use or access the iPolish Service: (a) from a jurisdiction where such use or access is not authorized; (b) for any illegal purpose; or (c) in violation of any local, state, national, or international law;
- B. conduct activities that may be harmful to others or that could damage iPolish’s reputation;
- C. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party’s intellectual property right, or by disclosing personal information about another person;
- D. post, upload, or distribute marketing or advertising links or content, or any User Content or other content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent,

pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;

- E. use scrapers, robots, or other data gathering devices on or through the iPolish Service, or frame or otherwise provide the iPolish Service to third parties without iPolish's permission;
- F. interfere with security-related features of the iPolish Service, including by: (a) disabling or circumventing features that prevent or limit use or copying of any content; or (b) reverse engineering, decompiling, or otherwise attempting to discover the source code of any portion of the Service, including the App(s), except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction;
- G. interfere with the operation of the iPolish Service or any User's enjoyment of the iPolish Service, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another User of the iPolish Service; (c) attempting to collect personal information about another User or third party without his/her/their consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the iPolish Service, or violating any regulation, policy, or procedure of any such network, equipment, or server;
- H. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other iPolish Service or account without permission, or falsifying your account registration information;
- I. modify, translate, or create derivative works, adaptations, or compilations of, or based on, the iPolish Service or any part thereof, or use, copy, or reproduce the iPolish Service or any part thereof other than as expressly permitted by these Terms;
- J. assign, sublicense, lease, sell, grant a security interest in, or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 13) or any right or ability to view, access, or use any Material;
- K. without express written consent, use the the iPolish App or Services for any commercial use including, but not limited to, commercial use by/for: a healthcare professional, health system, contract research organization (CRO), bio/pharmaceutical organization, or otherwise for clinical studies or research of any kind; or
- L. attempt to do any of the acts described in this Section 8 or assist or permit any person in engaging in any of the acts described in this Section 8.

9. **Third-Party Applications or Services.** The iPolish Service may allow you to export or import information to and from third party applications or services. Any use of these third party applications or services will be governed by the terms of service for those applications or services, and not these Terms, and we would strongly suggest that you review those terms of service before sharing any of your data with third parties.
10. **Termination of Use; Discontinuation and Modification of the Service.** You may terminate your account at any time by following the procedures detailed on the iPolish App or iPolish website or contacting customer service at info@iPolish.fashion. If you violate any provision of these Terms, your permission from us to use the iPolish Service will terminate automatically. In addition, iPolish may in its sole discretion terminate your user account for the iPolish Service or suspend or terminate your access to the iPolish Service at any time if you violate any provision of these Terms, if we no longer provide any part of the iPolish Services, or for any other reason, with or without notice. We also reserve the right to modify or discontinue your access to the iPolish App or iPolish Service at any time (including by limiting or discontinuing certain features of the iPolish Service), temporarily or permanently, without notice to you. To the fullest extent permitted under applicable law, we will have no liability on account of any change to the iPolish Service or any suspension or termination of your access to or use of the iPolish Service, provided that if iPolish ceases to operate the iPolish Service and terminates your access to the iPolish Service accordingly, except as a result of violation of these Terms of Service, then you will be entitled to a pro-rata refund of any prepaid fees that you have paid to iPolish for use of the iPolish Service. Upon the termination of your account or this agreement for any reason, iPolish may at its option delete any data associated with your account.
11. **Privacy Policy; Additional Terms**
- A. **Privacy Policy.** Please read the iPolish Privacy Policy [<https://iPolish.fashion/story/privacy>] carefully for information relating to our collection, use, storage, and disclosure of your personal information and data. The Privacy Policy is incorporated herein by this reference, and made a part of, these Terms. You consent to the collection, hosting, use, disclosure, and other processing or handling of your personal information and data (including sharing data with third party providers) as described in the Privacy Policy.
- B. **Additional Terms.** Your use of the iPolish Service is subject to all additional terms, policies, rules, or guidelines applicable to the iPolish Service or certain features of the iPolish Service that we may post on or link to from the iPolish Service (the “**Additional Terms**”), such as end-user license agreements for any downloadable software applications, or rules that are applicable to a particular feature or content on the iPolish Service, subject to Section 12. All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
12. **Modifications to these Terms.** We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for

changes. If a change to these Terms materially modifies your rights or obligations (“**Material Modifications**”), we will notify you of the modified Terms and their effective date: (A) on the iPolish App; (B) on the iPolish website(s); and/or (iii) by email to the address you provided in your user profile. Material Modifications will be effective upon your continued use of the iPolish Service after the effective date of the Material Modification. Immaterial modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose. Your sole and exclusive remedy if you do not agree to any modification to these Terms is to cease use of the iPolish Service and/or to cancel your account. You may not amend or modify these Terms under any circumstances.

13. **Ownership; Proprietary Rights.** The iPolish Service is owned and operated by iPolish. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, accessories, software, services, trademarks, tradenames, and all other elements of the iPolish Service (“**iPolish Materials**”) provided by iPolish are protected by intellectual property and other laws. All iPolish Materials included in the iPolish Service are the property of iPolish or our third-party licensors. Except as expressly authorized by iPolish, you may not make use of the iPolish Materials. iPolish reserves all rights to the iPolish Materials not granted expressly in these Terms. You acknowledge that your use of the iPolish Materials does not operate to vest any right, title, or interest in you in or to the iPolish Materials. Any goodwill derived from your use of the iPolish Materials shall inure to the benefit of iPolish. If you acquire any rights in the iPolish Materials, by operation of law or otherwise, such rights shall be deemed and are hereby irrevocably assigned to iPolish without further action by either party or by iPolish. You agree to enter immediately on request into any further agreements with iPolish, in a form satisfactory to iPolish, necessary to safeguard iPolish’s right, title, and interest to any of the iPolish Materials.
14. **Independent Contractors/Vendors.** iPolish may engage third parties to perform or support the performance of some portions of the iPolish Service.
15. **Feedback.** If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the iPolish Service (“**Feedback**”), then you hereby grant iPolish an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the iPolish Service and create other products and services. Any use by iPolish of Feedback will be done in a de-identified and anonymised manner.
16. **Indemnity.** To the fullest extent permitted under applicable law, you are responsible for your use of the iPolish Service. You shall indemnify, defend, and hold harmless iPolish and its administrators, successors, assigns, employees, attorneys, insurers, officers, directors, representatives consultants, affiliates, subsidiaries, and agents (collectively, the “**iPolish Indemnified Parties**” and each, a “**iPolish Indemnified Party**”), from and against every claim, liability, damage, loss, claim for injunctive relief, accusation of a criminal or administrative violation, penalty, expense, fee, or cost (including

professionals' and reasonable attorneys' fees and costs and costs of investigation) actually incurred by or threatened against the iPolish Indemnified Parties (collectively, a "**Claim**"), based upon, arising out of, or in any way connected with: (A) your access to, use of, or alleged use of, the iPolish Service; (B) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (C) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; (D) any dispute or issue between you and any third party; and (E) all claims arising from or alleging fraud, intentional misconduct, criminal acts, or gross negligence committed by you.

To the fullest extent permitted under applicable law, we reserve the right, at your expense, to assume the exclusive defense and control of any Claim otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

In the event that any Claim for which you would be liable to an iPolish Indemnified Party hereunder is asserted against or sought to be collected from an iPolish Indemnified Party, the iPolish Indemnified Party will notify you in writing of such Claim, specifying the nature of such Claim and the amount or the estimated amount thereof to the extent then feasible (which estimate shall not be conclusive of the final amount of such Claim) (the "**Claim Notice**"); provided that no defect in the delivery of or the information contained in such Claim Notice will relieve you from any obligation under this Section 16.

In the event that you are permitted to (pursuant to the foregoing) and assume the defense of any Claim, you shall not, without the prior written consent of an iPolish Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed), consent to the entry of any judgment or enter into any settlement or compromise of any such Claim.

For all purposes of this Section 16, you and the iPolish Indemnified Parties shall reasonably cooperate with each other, and you shall make available to the iPolish Indemnified Parties and its representatives, upon reasonable prior notice, information, records, and data, and shall permit reasonable access during normal business hours to facilities and personnel, in each case, as may be reasonably required in connection with the resolution of such disputes.

17. Disclaimers; No Warranties

THE IPOLISH SERVICE, ALL IPOLISH MATERIALS, AND CONTENT AVAILABLE THROUGH THE IPOLISH SERVICE ARE PROVIDED "**AS IS**" AND ON AN "**AS AVAILABLE**" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE IPOLISH INDEMNIFIED PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE IPOLISH SERVICE, ALL IPOLISH MATERIALS, AND CONTENT AVAILABLE THROUGH THE IPOLISH SERVICE, AND ANY

SOFTWARE OR HARDWARE ASSOCIATED OR USED WITH THE IPOLISH SERVICE, OR THE AVAILABILITY OF ANY OF THE FOREGOING, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE; AND (C) ANY WARRANTY AS TO WHETHER THE INFORMATION AVAILABLE ON OR TRANSMITTED BY THE IPOLISH SERVICE IS TRUE, COMPLETE OR ACCURATE. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IPOLISH IS NOT RESPONSIBLE FOR: (A) ANY DECISIONS MADE BY YOU IN CONNECTION WITH THE USE OF THE IPOLISH SERVICE, (B) ANY DATA TRANSMITTED OR DISPLAYED BY OR ON THE IPOLISH SERVICE, WHETHER SUCH DATA IS ACCURATE OR INACCURATE. THE IPOLISH INDEMNIFIED PARTIES DO NOT WARRANT THAT THE IPOLISH SERVICE OR ANY PORTION OF THE IPOLISH SERVICE, OR ANY IPOLISH MATERIALS OR CONTENT OFFERED THROUGH THE IPOLISH SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE IPOLISH SERVICE OR ANY IPOLISH MATERIALS OR CONTENT AVAILABLE THROUGH THE IPOLISH SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE IPOLISH INDEMNIFIED PARTIES OR THE IPOLISH SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ANY DAMAGE OF WHATEVER NATURE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE IPOLISH SERVICE, YOUR DEALING WITH ANY OTHER IPOLISH SERVICE USER, AND ANY IPOLISH MATERIALS OR CONTENT AVAILABLE THROUGH THE IPOLISH SERVICE. YOU UNDERSTAND AND AGREE THAT YOU USE THE IPOLISH SERVICE, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN IPOLISH MATERIALS OR CONTENT THROUGH THE IPOLISH SERVICE AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OF WHATEVER NATURE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE IPOLISH SERVICE), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE IPOLISH SERVICE OR THE DOWNLOAD OR USE OF IPOLISH MATERIAL OR CONTENT.

THE ABOVE PARAGRAPHS APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES, IN PARTICULAR A DISCLAIMER OF WARRANTIES PROVIDED OR IMPLIED BY LAW, SUCH AS LEGAL GUARANTEES OF CONFORMITY FOR GOODS OFFERED TO CONSUMERS IN THE EU, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

18. Limitation of Liability IN NO EVENT WILL THE IPOLISH INDEMNIFIED PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE IPOLISH SERVICE OR ANY IPOLISH MATERIALS OR CONTENT ON THE IPOLISH SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY IPOLISH INDEMNIFIED PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. FOR THE AVOIDANCE OF DOUBT, THE EXCLUDED DAMAGES ALSO INCLUDE WITHOUT LIMITATION, LOSS OF SAVINGS OR REVENUE; LOSS OF PROFIT; LOSS OF USE; LOSS OF LIFE OR HEALTH, THE CLAIMS OF THIRD PARTIES; AND ANY COST OF ANY SUBSTITUTE EQUIPMENT OR SERVICES.

EXCEPT AS PROVIDED IN SECTION 16, IF IPOLISH CANNOT LAWFULLY DISCLAIM LIABILITY FOR ANY OF THE FOREGOING DAMAGES, THEN THE AGGREGATE LIABILITY OF THE IPOLISH INDEMNIFIED PARTIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE IPOLISH SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF THE AMOUNTS YOU HAVE PAID TO USE THE IPOLISH SERVICE OR \$100, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN WHICH CASE SUCH LIMITATIONS SHALL APPLY TO YOU TO THE EXTENT PERMITTED IN SUCH JURISDICTION. FURTHERMORE, NOTHING IN THESE TERMS LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW, SUCH AS LIABILITY FOR INTENTIONAL VIOLATION OF THESE TERMS. NOTHING IN THESE TERMS AFFECTS YOUR LEGAL RIGHTS AS A CONSUMER.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 18 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

19. **Force Majeure.** iPolish will be excused from performance under these Terms for any period that it is prevented from or delayed in performing any obligations pursuant to these Terms, in whole or in part, as a result of a Force Majeure Event. To the fullest extent permitted under applicable law, for purposes of this section 19, “**Force Majeure Event**” means an event or series of events caused by or resulting from any of the following: (A) weather conditions or other elements of nature or acts of God; (B) acts of war, acts of terrorism, insurrection, riots, civil disorders, or rebellion; (C) quarantines or embargoes, (D) labor strikes; (E) telecommunications, network, computer, server, or Internet downtime; (F) unauthorized access to iPolish’s information technology systems by third parties; or (G) other causes beyond the reasonable control of iPolish.
20. **Governing Law and Competent Courts.** To the fullest extent permitted pursuant to applicable law, these Terms are governed by the laws of the United States of America and the State of Florida as an agreement requiring acts to be performed within the State of Florida without regard to conflict of law principles or the United. If a lawsuit or court proceeding is permitted under these Terms, then you and iPolish agree to submit to the personal and exclusive jurisdiction of and venue in the state courts and federal courts located within Brevard County, Florida for the purpose of litigating any dispute. Both parties hereby irrevocably waive the right to a jury trial. We operate the iPolish Service from our offices in the United States, and we make no representation that iPolish Materials included in the iPolish Service are appropriate or available for use in other locations.
21. **General.** These Terms, together with the iPolish Privacy Policy [<https://iPolish.fashion/story/privacy>] and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and iPolish regarding your use of the iPolish Service. Except as expressly permitted above, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent, which may be granted or withheld at iPolish’s sole discretion. Any attempted assignment by you without such consent shall be null and void. We may assign these Terms at any time without notice or consent, to the fullest extent permitted under applicable law. The failure to require performance of any provision will not affect our right to require performance of that provision or any other provision at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself or any other provision. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, Sections 7, 11, and 16-23 along with the iPolish Privacy Policy and any other accompanying agreements, will survive termination.

22. **Dispute Resolution and Arbitration.**

- A. **Generally.** To the fullest extent permitted under applicable law and in the interest of resolving disputes between you and iPolish in the most expedient and cost effective manner, you and iPolish agree that every dispute arising in connection with these Terms will be resolved by binding arbitration, unless you are a User located in a jurisdiction that prohibits the exclusive use of arbitration for dispute resolution. The parties further agree that the determination of the scope, enforceability, or applicability of this Section 22, including, but not limited to any claim that all or any part thereof of this Section 22 is void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment) will be resolved exclusively by final and binding arbitration in accordance with this Section 22.
- B. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND IPOLISH ARE EACH WAIVING THE RIGHT TO BRING A LAWSUIT IN COURT, A TRIAL BY JURY, OR TO PARTICIPATE IN A CLASS ACTION, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.
- C. **Opt-Out of Agreement to Arbitrate:** You can decline this agreement to arbitrate by contacting info@iPolish.fashion within 30 days of first accepting these Terms of Service and stating that you (include your first and last name, and email address used to register for the iPolish Service) decline this arbitration agreement.
- D. **Exceptions.** Notwithstanding Section 22A, this Section 22 shall not apply to: (a) any claim that may be brought in an individual action in small claims court; (b) any enforcement action through the applicable federal, state, or local agency if that action is available; (c) a claim for injunctive relief in a court of law or equity; or (d) an intellectual property infringement claim.
- E. **Arbitrator.** To the fullest extent permitted under applicable law, any arbitration between you and iPolish will be settled under the Federal Arbitration Act and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “**AAA Rules**”) of the American Arbitration Association (“**AAA**”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at (www.adr.org)[<https://www.adr.org/>], by calling the AAA at 1-800-778-7879, or by contacting iPolish.

F. **Notice; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if such other party has not provided a current physical address, then by electronic mail (“**Notice**”). iPolish’s address for Notice is: iPolish, Inc., c/o Andrew M. Schwartz, P.A., 4755 Technology Way, Suite 103, Boca Raton, FL 33431 USA. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or iPolish may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or iPolish must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, iPolish will pay you the highest of the following: (a) the amount awarded by the arbitrator, if any; (b) the last written settlement amount offered by iPolish in settlement of the dispute prior to the arbitrator’s award; or (c) \$1,000.

G. **Fees.** Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules. Any arbitration hearing will take place at a location, to be agreed upon, in Brevard County, Florida, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules no more than 100 miles from your billing address or at another location to which you agree. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then you agree to reimburse iPolish for all costs and fees, including attorneys’ fees, associated with that claim. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.

H. **No Class Actions.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AND IPOLISH AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND IPOLISH AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING TO THE FULLEST EXTENT

PERMISSIBLE PURSUANT TO APPLICABLE LAW. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular remedy, then that remedy (and only that remedy) must be severed from the arbitration and may be sought in court. The parties agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies. This subsection does not prevent you or us from participating in a class-wide settlement of claims.

- I. **Claims.** To the fullest extent permitted under applicable law, no action arising out of, in connection with, or relating to these Terms shall be brought by you more than one (1) year after the accrual of the cause of action. This period shall not be extended for any reason, except by the written consent of both parties. to the fullest extent permitted under applicable law, All statutes or provisions of law which would toll or otherwise affect the running of the period of limitation are hereby waived, and no such statute or provision of law shall operate to extend the period limited in this paragraph.
 - J. **Modifications to this Arbitration Provision.** If iPolish makes any future change to this arbitration provision, other than a change to iPolish's address for Notice, you may reject the change by sending us written notice within 30 days of the change to iPolish's address for Notice, in which case your account with iPolish will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected, will survive.
 - K. **Enforceability.** If the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable for any reason, then this entire Arbitration Agreement shall be void. In that case, the parties agree that the exclusive jurisdiction and venue described in Section 20 will govern any action arising out of or related to these Terms. If any portion of this Arbitration Agreement other than the class action waiver and prohibition against class arbitration is deemed to be invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Section 22. If for any reason a dispute proceeds in court rather than in arbitration, you and iPolish each waive any right to a jury trial.
23. **Notices; Consent to Electronic Communications.** By using the iPolish Service, you consent to receiving certain electronic communications from us as further described in the Privacy Policy. Please read the iPolish Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing. All notices from iPolish intended for receipt by you shall be deemed delivered and effective when sent to the email address provided by you during the registration process or when posted to and made available to you on the iPolish Service. If you change the email address provided in connection with your registration to access and use the iPolish

Service, you must update your address in accordance with the procedures set forth on the iPolish Service. By providing your mobile number to us, you consent to receive text messages at that number as requested for account verification, message notifications, and other purposes related to the iPolish Service. While we do not charge a fee for text messages, your carrier may charge standard messaging, data, and other fees. You are responsible for those charges. We may send and receive text messages through cellular telephone operators or other networks, and the level of reliability may vary. We are not responsible for the timeliness or final delivery of the message, as this is outside our control and is the responsibility of the cellular telephone operator or other networks. Notwithstanding the foregoing, we will use your mobile number in accordance with the iPolish Privacy Policy.

24. Notice Regarding Apple App Store and Google Play

You acknowledge that these Terms are between you and iPolish only, not with Apple or Google. Apple and Google are not responsible for the App or the content thereof. Apple and Google have no obligation whatsoever to furnish any maintenance and support services with respect to the App. Apple and Google are not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (A) product liability claims; (B) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (C) claims arising under consumer protection or similar legislation. Apple and Google are not responsible for the investigation, defense, settlement and discharge of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights. You agree to comply with any applicable third-party terms, when using the App. You hereby represent and warrant that (A) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (B) you are not listed on any U.S. Government list of prohibited or restricted parties.

25. Contact Information. The iPolish Service is offered by iPolish, Inc. You may contact us by emailing us at info@iPolish.fashion.

Last Revised: [5/30/2025]