

# BEAUTY AFFAIR SPOTLIGHT PROGRAM TERMS OF SERVICE

**Effective Date:** August 28, 2025

These Terms of Service ("Terms") constitute a legally binding agreement between you ("Participant," "you," or "your") and Leenex Media Corp., a business entity operating at [beautyaffairli.com](https://beautyaffairli.com) ("Leenex Media," "we," "us," or "our"), governing your participation in the Beauty Affair Spotlight Program ("Program").

## 1.1 Program Overview

The Spotlight Program is a quarterly marketing and advertising program that provides participating businesses with promotional services including, but not limited to:

- Featured placement in Beauty Affair Magazine
- Social media promotion across Beauty Affair platforms
- Email marketing inclusion
- Exclusive promotional opportunities
- VIP group access

## 1.2 Enrollment Terms

- Enrollment is limited to fifteen (15) exclusive positions per quarter
- Program operates on a quarterly basis with monthly payment obligations
- Applications are subject to approval and availability
- Wait list placement may apply when enrollment capacity is reached

## 1.3 Eligibility Requirements

Participants must:

- Operate a legitimate business in the beauty, wellness, or related industry
- Provide accurate business information and contact details
- Maintain current payment information with authorized payment processor
- Comply with all applicable laws and regulations
- Be at least 18 years of age at the time of application

## 2.1 Payment Structure

- Monthly payment obligation of \$399.00 USD (promotional pricing of \$349.00 USD may apply for initial quarter)
- Payments processed via FluidPay electronic funds transfer system
- Automatic monthly withdrawal authorization required upon enrollment

## 2.2 Payment Processing

- All payment processing conducted through FluidPay, a third-party payment processor
- Participant responsible for maintaining sufficient funds and current payment information
- Failed payments may result in immediate Program suspension or termination

### 2.3 Quarterly Commitment

- Program benefits are structured on a quarterly basis requiring completion of three (3) consecutive monthly payments
- Quarterly benefits include magazine advertisement placement and featured social media content

### 3.1 Participant Cancellation Rights

- Participants may cancel enrollment at any time by providing written notice to [Magazine@beautyaffairli.com](mailto:Magazine@beautyaffairli.com)
- Cancellation effective upon receipt of written notice

### 3.2 Early Cancellation Consequences

If Participant cancels before completing quarterly payment obligations:

- Forfeiture of quarterly magazine advertisement placement
- Forfeiture of quarterly featured social media reel
- Loss of eligibility for quarter-end promotional benefits
- No refund of payments already processed

### 3.3 Leenex Media Termination Rights

Leenex Media reserves the right to terminate participation for:

- Non-payment or payment failure
- Violation of these Terms
- Conduct detrimental to Beauty Affair's brand or reputation
- Submission of inappropriate or unlawful content

### 4.1 Content License Grant

By participating, you grant Leenex Media a non-exclusive, royalty-free, worldwide license to use, reproduce, modify, distribute, and display:

- Business name, logo, and branding materials
- Submitted photographs, videos, and promotional content
- Social media handles and business information
- Any content created in connection with Program participation

### 4.2 Content Ownership and Representations

- Participant retains ownership of submitted content
- Participant warrants all submitted content is original or properly licensed
- Participant indemnifies Beauty Affair against any third-party claims related to submitted content

### 4.3 Platform Usage Rights

Leenex Media may feature Participant content across all owned and operated platforms including:

- [beautyaffairli.com](http://beautyaffairli.com) website
- Beauty Affair Magazine (print and digital)
- Social media channels and platforms
- Email marketing communications
- Promotional materials and advertisements

### 5.1 Service Modifications

Leenex Media reserves the right to:

- Modify Program features, benefits, or structure with thirty (30) days written notice
- Adjust publication schedules based on operational requirements
- Update promotional platforms or methods

### 5.2 Service Availability

- Program benefits delivered subject to publication schedules and platform availability
- Leenex Media makes commercially reasonable efforts to deliver promised benefits
- Force majeure events may affect service delivery without liability

### 6.1 Performance Disclaimers

- Program participation does not guarantee specific business results, sales, or engagement metrics
- Leenex Media makes no warranties regarding marketing effectiveness or business outcomes
- Services provided on an "as-is" basis without express or implied warranties

### 6.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LEENEX MEDIA'S TOTAL LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY PARTICIPANT IN THE THREE (3) MONTHS PRECEDING THE CLAIM. LEENEX MEDIA SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

### 6.3 Indemnification

Participant agrees to indemnify and hold harmless Leenex Media from any claims, damages, or expenses arising from:

- Participant's breach of these Terms
- Submitted content or materials
- Participant's business operations or conduct

### 7.1 Information Collection

Leenex Media collects and processes business information as detailed in the Privacy Policy, incorporated herein by reference.

### 7.2 Payment Data

Payment information processed by FluidPay according to their privacy and security policies. Leenex Media does not store or access sensitive payment data.

### 8.1 Governing Law

These Terms shall be governed by the laws of New York State, without regard to conflict of law principles.

## 8.2 Dispute Resolution

Any disputes arising under these Terms shall be resolved through binding arbitration in Suffolk County, New York.

## 8.3 Severability

If any provision is deemed unenforceable, remaining provisions shall continue in full force and effect.

## 8.4 Amendment

Leenex Media may amend these Terms with thirty (30) days written notice. Continued participation constitutes acceptance of amended Terms.

## 8.5 Entire Agreement

These Terms, together with the Privacy Policy, constitute the entire agreement between the parties.

## 8.6 Contact Information

All notices and communications shall be sent to:

**Beauty Affair** Email: [magazine@beautyaffairli.com](mailto:magazine@beautyaffairli.com) Website: [beautyaffairli.com](http://beautyaffairli.com)

**BY ENROLLING IN THE SPOTLIGHT PROGRAM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.**