

Terms and Conditions

Agreement between User and www.kurlculturekc.com

Welcome to www.kurlculturekc.com. The www.kurlculturekc.com website consists of various web pages operated by KurlCulture KC. www.kurlculturekc.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of www.kurlculturekc.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.kurlculturekc.com is an E-Commerce Site.

Offering hair services and apparel..

Electronic Communications

Visiting www.kurlculturekc.com or sending emails to KurlCulture KC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the KurlCulture KC website, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that KurlCulture KC is not responsible for third party access to your account that results from theft or misappropriation of your account. KurlCulture KC and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

KurlCulture KC does not knowingly collect, either online or offline, personal information from persons under the age of thirteen besides their name. All persons under the age of 18 must have an account that is combined with their guardians account stating that they are a minor. The guardians information will be stored and will be the point of contact for said minor. If you are under 18, you may use www.kurlculturekc.com only with permission of a parent or guardian.

Appointment Arrival

By scheduling an appointment with KurlCulture KC, clients acknowledge and agree to adhere to being punctual. Clients are to arrive on time for their scheduled appointment. It is strongly recommended to arrive 5-10 minutes early to allow for potential delays. If a client will be late it is the responsibility of the client to notify the salon as soon as possible. If a client is late for their appointment by more than 15 minutes and or did not notify the salon of their tardiness, it is at the discretion of the salon to either impose a late cancellation fee, cancel the appointment, or adjust the appointment accordingly. In the event that the appointment is canceled or altered due to the client being 15 minutes or more late, the client remains responsible for 50% of the service

cost . Clients may reschedule their appointment provided that any outstanding balance from the canceled appointment is settled. A deposit may be required for rescheduling.

Cancellation/No Show/Rescheduling Policy

All original appointments are allowed up to one reschedule from the original appointment date and time when done 24 hours before the original scheduled appointment date and time.

Additional reschedules after that are not permitted and will result in a forfeit of the deposit, cancellation fees if applicable, and scheduling a new appointment with a new deposit.

Cancellations within the 24 hour notice window forfeits all promotions and are charged 50% of the service total. No calls, no shows will be charged for the full service total. No refunds will be provided. No show customers will not be allowed to schedule a new appointment until all balances are settled.

Deposits

Deposits are non refundable and non transferable to other people or appointments. No exceptions. Deposits are only transferable for the original appointment if the original appointment is rescheduled 24 hours before the original appointment date and time. Additional rescheduling after that is not permitted and will result in a forfeit of the deposit, cancellation of that appointment, cancellation fees if applicable, and scheduling a new appointment with a new deposit. No refunds will be provided.

Pre-booking

You are allowed to prebook up to 2 appointments per client in person . When pre booking you are allowed to cancel and or reschedule the original appointment one time. Refer to the cancellation and reschedule policy to prevent any extra fees. Additional cancellations and or rescheduling after that will result in immediate cancellation and forfeit of any deposits made for the original appointments A warning message may or may not be sent to inform the client before any cancellations are made. New appointments will need to be made online with a new deposit.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.kurlculturekc.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to KurlCulture KC that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of KurlCulture KC or its suppliers and protected by laws that protect intellectual property and proprietary rights. You agree to observe and abide by all proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. KurlCulture KC content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of KurlCulture KC and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of KurlCulture KC or our licensors except as expressly authorized by these Terms.

Links to Third Party Sites/Third Party Services

www.kurlculturekc.com may contain links to other websites ("Meevo "). The Linked Sites are not under the control of KurlCulture KC and KurlCulture KC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. KurlCulture KC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by KurlCulture KC of the site or any association with its operators.

Certain services made available via www.kurlculturekc.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.kurlculturekc.com domain, you hereby acknowledge and consent that KurlCulture KC may share such information and data with any third party with whom KurlCulture KC has a contractual relationship to provide the requested product, service or functionality on behalf of www.kurlculturekc.com users and customers.

Third Party Accounts

kurlculturekc.com is connected to third party accounts. By scheduling an appointment with KurlCulture KC online or in person you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, please do not schedule an appointment with KurlCulture KC.

International Users

The Service is controlled, operated and administered by KurlCulture KC from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the KurlCulture KC Content accessed through www.kurlculturekc.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless KurlCulture KC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including

reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. KurlCulture KC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with KurlCulture KC in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and KurlCulture KC 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.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. KURLCULTURE KC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

KURLCULTURE KC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE

INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. KURLCULTURE KC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KURLCULTURE KC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF KURLCULTURE KC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

KurlCulture KC reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Missouri and you hereby consent to the exclusive jurisdiction and venue of courts in Missouri in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and KurlCulture KC as a result of this agreement or use of the Site. KurlCulture KC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of KurlCulture KC's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by KurlCulture KC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then

the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and KurlCulture KC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and KurlCulture KC with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

KurlCulture KC reserves the right, in its sole discretion, to change the Terms under which www.kurlculturekc.com is offered. The most current version of the Terms will supersede all previous versions. KurlCulture KC encourages you to periodically review the Terms to stay informed of our updates.

Privacy

This privacy notice discloses the privacy practices for kurlculturekc.com and third party links (Meevo) connected to this website. This privacy notice applies solely to information collected by this website and (Meevo) . It will notify you of the following:

1. What personally identifiable information is collected from you through the website, how it is used and with whom it may be shared.
2. What choices are available to you regarding the use of your data.
3. The security procedures in place to protect the misuse of your information.
4. How you can correct any inaccuracies in the information.

Information Collection, Use, and Sharing

KurlCulture KC is the sole owner of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone. We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request of scheduling an online appointment. Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.

- Express any concern you have about our use of your data.

Security

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone or email.

Contact Us

KurlCulture KC welcomes your questions or comments regarding the Terms:

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Kansas City, Missouri 64114

Email Address:
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Telephone number:
816.299.1466

Effective as of February 25, 2023