

Next Level Stylist, Inc  
941 Foch St. Fort Worth, TX 76107  
Home Office

## **TERMS AND CONDITIONS**

Next Level Stylist Inc. Online Tutorial Website and Conditions of Use

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### **1. Contact Information.**

Address

NEXTLEVELSTYLIST.COM  
941 Foch St. Fort Worth, TX 76107

Customer Service

Email: NextLevelStylist@gmail.com

Telephone: 1-817-924-1500

Website: <http://www.NEXTLEVELSTYLIST.COM>

### **2. Definitions.**

Access or Accessing means accessing, using, viewing the content or otherwise obtaining information on the Site.

. Agreement or Terms refers to these Terms and Conditions of Use and any subsequent modifications.

. NEXTLEVELSTYLIST.COM refers to Next Level Stylist Inc., a Texas corporation.

(1) User.

. Member refers to any person or entity that purchases or uses a Membership.

. User refers to any party who Accesses the Site. If You are Accessing the Site as an employee or agent of another, User refers to You and Your principal.

. Website or Site refers to the website maintained on the World Wide Web by

NEXTLEVELSTYLIST.COM, available at <http://www.NEXTLEVELSTYLIST.COM>

### **3. Modification of Terms.**

NEXTLEVELSTYLIST.COM reserves the right to modify these Terms at any time. Except as otherwise stated

herein, any change to these Terms is effective immediately after NEXTLEVELSTYLIST.COM gives notice to the

User. Notice can be given through e-mail, a posting on the Site or any other means by which a User may

obtain notice. User agrees to check the Site periodically for changes to these Terms. Any use of the Site after changes have been made shall be deemed acceptance of those changed terms and/or conditions.

### **4. Limited License.**

NEXTLEVELSTYLIST.COM hereby grants each Member a limited, non-exclusive, non-sublicensable and nontransferable license to Access the content and information available in the Tutorial Library according to the provisions contained herein, and subject to the payment of the applicable Membership fees and adherence to these Terms. Whether the Member receives a license to the additional content depends on the Membership plan.

Each User shall be authorized to Access the Tutorial Library from any Internet connection.

### **5. Fees; Renewal; Refund Policies.**

Individual Member s

#### **Per Month**

. One Month

. Access to Tutorial Library

. Monthly Membership plan

. Automatically renews each month until canceled by Member

o Automatically renews on the same date of each sixth corresponding month or on final date of the month if no corresponding date (September 30th, 2012 Membership renews on October 31st, 2012)

o Fees charged on renewal date

. Membership fees are non-refundable; except that Member may cancel renewed Membership in writing up to three (3) calendar days after renewal date and receive a full refund of the new Membership fees

. Discounts, free-trials, rebates or other special offers only valid for initial term; Memberships renew at the then-current full Membership rates

. NEXTLEVELSTYLIST.COM may increase Membership fees for a subsequent Membership period at any

time and for any reason, provided, however, that NEXTLEVELSTYLIST.COM provides notice at least thirty

(30) calendar days prior to the expiration of the Membership

. NEXTLEVELSTYLIST.COM may terminate the Membership and these Terms if unable to renew the Membership based on inaccurate or outdated credit card information

. Right of Access to the Tutorial Library granted under these Terms is effective only upon payment of the Membership fees

### **Bi-Annually (Half Year)**

- . Access to Tutorial Library
- . Bi-Annual (Half Year) Membership plan
- . Automatically renews each 6 months until canceled by Member
  - o Automatically renews on the same date of each sixth corresponding month or on final date of the month if no corresponding date (September 30, 2012 Membership renews on February 28, 2012)
  - o Fees charged on renewal date
- . Membership fees are non-refundable; except that Member may cancel renewed Membership in writing up to three (3) calendar days after renewal date and receive a full refund of the new Membership fees
- . Discounts, free-trials, rebates or other special offers only valid for initial term; Memberships renew at the then-current full Membership rates
- . NEXTLEVELSTYLIST.COM may increase Membership fees for a subsequent Membership period at any time and for any reason, provided, however, that NEXTLEVELSTYLIST.COM provides notice at least thirty (30) calendar days prior to the expiration of the Membership
- . NEXTLEVELSTYLIST.COM may terminate the Membership and these Terms if unable to renew the Membership based on inaccurate or outdated credit card information
- . Right of Access to the Tutorial Library granted under these Terms is effective only upon payment of the Membership fees

### **Annual**

- . Access to Tutorial Library
- . Annual Membership plan
- . Automatically renews yearly until canceled by Member
  - o Automatically renews on the same date of each corresponding year or on final date of month if no corresponding date (February 29, 2012 Membership renews on February 28, 2013)
  - o Fees charged on renewal date
  - o Only Memberships purchased after the effective date of these Terms shall automatically renew as set forth herein
- . Membership fees are non-refundable; except that Member may cancel renewed Membership in writing up to three (3) calendar days after renewal date and receive a full refund of the new Membership fees
- . Discounts, free-trials, rebates or other special offers only valid for initial term; Memberships renew at the then-current full Membership rates
- . NEXTLEVELSTYLIST.COM may increase Membership fees for a subsequent Membership period at any time and for any reason, provided, however, that NEXTLEVELSTYLIST.COM provides notice at least thirty (30) calendar days prior to the expiration of the Membership
- . NEXTLEVELSTYLIST.COM may terminate the Membership and these Terms if unable to renew the Membership based on inaccurate or outdated credit card information
- . Right of Access to the Tutorial Library granted under these Terms is effective only upon payment of the Membership fees

## **6. Access to the Tutorial Library; Modification of Content.**

NEXTLEVELSTYLIST.COM strives to provide the Tutorial Library to its Members on a continuous basis. To that end, NEXTLEVELSTYLIST.COM will take all commercially reasonable efforts to provide uninterrupted Access to the Tutorial Library to its Members. However, from time to time, Members may be unable to Access the Tutorial Library due to conditions beyond NEXTLEVELSTYLIST.COM control. Such conditions include, but are not limited to: force majeure, acts of God, power outages, the gimp, spies, ex wives, Donald Trump, and the acts of computer hackers and others acting outside the law. Also, from time to time, Access may be unavailable due to software issues, server downtime, increased Internet traffic or downtime, programming errors, regular maintenance of the system, and other related reasons. In response to any unavailability of the Tutorial Library to its Members, NEXTLEVELSTYLIST.COM will take all commercially reasonable steps to ensure Access is restored within a reasonable period of time. The term commercially reasonable, as used in these Terms, shall mean reasonable efforts taken in good faith without an unduly or burdensome use or expenditure of time, resources, personnel or money. NEXTLEVELSTYLIST.COM endeavors to provide the highest quality content to its Members. To that end, NEXTLEVELSTYLIST.COM reserves the right, in its sole discretion, to change, modify, or discontinue any aspect or feature of this Site in whole or in part, including, without limitation, the content, availability, Access and/or the Terms of this Site. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes on this Site. Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and Internet service necessary for use of the Site.

## **7. Prohibited Conduct.**

User expressly agrees to refrain from doing, either personally or through an agent, any of the following Prohibited Conduct:

1. Transmit, install, upload or otherwise transfer any virus, advertisement, communication, or other item or process to the Site that in any way affects the use, enjoyment or service of the Site, or adversely affects NEXTLEVELSTYLIST.COM computers, servers or databases.
2. capture, download, save, upload, print or otherwise retain information and content available on the Site other than what is expressly allowed by these Terms.
3. Permit or provide others Access to the Tutorial Library using Your user name and password or otherwise, or the name and password of another authorized User.
4. Copy, modify, reverse engineer, disassemble, redistribute, republish, alter, create derivative works from, assign, license, transfer or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on the Site.
5. Remove or modify any copyright, trademark, legal notices, or other proprietary notations from the content available on the Site.
6. Transfer the Site content to another person; frame, mirror, in-line link, or employ similar navigational technology to the Site content; or deep link to the Site content.
7. Violate or attempt to violate NEXTLEVELSTYLIST.COM security mechanisms, Access any data or

server

You are not authorized to Access or otherwise breach the security of the Site or corrupt the Site in any way.

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9. Use any device (such as a web crawler or other automatic retrieval mechanism) or other means to harvest information about other Users, the Site or NEXTLEVELSTYLIST.COM.

10. Use the Site to violate a third party intellectual property, personality, publicity or confidentiality rights; upload, download, display, publish, perform, create derivative works from, transmit, or otherwise distribute information or content in violation of a third party intellectual property rights.

11. Misrepresent Your identity or personal information when Accessing the Site; forge any TCP/IP packet header or any part of the header information in any e-mail so that the e-mail appears to be generated by NEXTLEVELSTYLIST.COM.

12. Post obscene, harassing, defamatory, filthy, violent, pornographic, abusive, threatening, objectionable or illegal material on the Site; post a communication that advocates or encourages criminal conduct or conduct that may give rise to civil liability.

13. Advertise or otherwise solicit funds, goods or services on the Site.

14. Provide any commercial hosting service with Access to the Site and/or the content on the Site.

To ensure that Users of the Site do not engage in Prohibited Conduct, NEXTLEVELSTYLIST.COM reserves the right to monitor use of the Site and reserves the right to revoke or deny Access to the Tutorial Library to any person or entity whose use of the Tutorial Library suggests Prohibited Conduct. Access of the materials available at the Tutorial Library beyond that of normal patterns of use that suggests systematic copying of the materials constitutes abuse of the Tutorial Library and will result in revocation or denial of Access to the Tutorial Library. The terms normal patterns and abuse shall be determined solely by NEXTLEVELSTYLIST.COM. You agree not to violate any U.S., foreign or international software or technology export laws and regulations, including without limitation the U.S. Export Administration Regulations.

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## **12. Indemnification.**

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## **13. Security; Authorized Use.**

Users are prohibited from violating or attempting to violate the security of the Site. NEXTLEVELSTYLIST.COM has the right but not the obligation to investigate occurrences of possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators. NEXTLEVELSTYLIST.COM may suspend Your Access while it conducts an investigation. Users are required to enter a user name and password to Access the Tutorial Library. To protect against unauthorized Access to Your account, it is recommended that You close the browser when You have finished using the Site. You are responsible for maintaining the secrecy of Your user name and password. You represent and warrant that You are the person on whose behalf You claim to accept these Terms, or, if You are entering into these Terms on behalf of a person or entity, You represent and warrant that You have the power and authority to enter into these Terms and bind the person or entity. You also represent and warrant that You are an adult who is legally able to enter into these Terms. You may not use the account, user name or password of someone else at any time. You agree to notify NEXTLEVELSTYLIST.COM immediately of any unauthorized use or loss of Your account, user name, password and/or credit card information. You also agree to notify NEXTLEVELSTYLIST.COM immediately if You are aware of or suspect other unauthorized use of the Site and/or the Site content. NEXTLEVELSTYLIST.COM will not be liable for any loss that You incur as a result of someone else using Your user name and password with or without Your knowledge. You may be held liable for any losses incurred by NEXTLEVELSTYLIST.COM, its affiliates, officers, directors, employees, consultants, agents or representatives due to someone else use of Your account, user name or password. NEXTLEVELSTYLIST.COM will never ask You for Your password. If You need a new user name and/or password, NEXTLEVELSTYLIST.COM will generate a new user name and password automatically through its computers and send it to Your e-mail or postal address.

## **14. Termination of Agreement.**

In addition to NEXTLEVELSTYLIST.COM other rights, it may terminate this Agreement at any time and at its sole and absolute discretion. NEXTLEVELSTYLIST.COM may also terminate Access to the Tutorial Library or cancel Memberships to the Tutorial Library without notice if it believes, in its sole judgment, that You have breached or may breach any term or condition of this Agreement, or engaged in conduct that NEXTLEVELSTYLIST.COM deems inappropriate. In the event of termination of this Agreement, the provisions in this Section and the provisions found in ALL Sections shall survive in perpetuity. Each Member s obligation to pay outstanding Membership fees shall survive any termination of this Agreement.



## **15. Privacy Policy.**

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## **16. Miscellaneous.**

These Terms constitute the entire agreement between NEXTLEVELSTYLIST.COM and User regarding the subject matter hereof. Any previous agreement, whether oral or written, between NEXTLEVELSTYLIST.COM and User dealing with the subject matter hereof is superseded. These Terms may only be modified or amended in writing. If any portion of these Terms is determined to be unenforceable for any reason, such portion will be deemed severed and the remaining terms and conditions shall continue in full force and effect. Upon User's breach or threatened breach of these Terms, NEXTLEVELSTYLIST.COM may pursue any legal or equitable remedy available, including but not limited to, direct, consequential and punitive damages and injunction relief. NEXTLEVELSTYLIST.COM remedies are cumulative and not exclusive. Failure of NEXTLEVELSTYLIST.COM to exercise any remedy or enforce any portion of this Agreement at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter. User agrees that regardless of any statute or law to the contrary, any claim or action arising out of or regarding this Agreement must be filed within 6 months after such claim or cause of action arose or be forever barred. By Accessing the Site, User signs for and accepts this shortening of the statutes of limitations. NEXTLEVELSTYLIST.COM makes no representation that the content of the Site is appropriate or available for use in all locations. NEXTLEVELSTYLIST.COM operates this Site from the United States and makes no representation that the Site complies with any foreign or international laws. You agree to comply with all applicable local laws, including any international laws, in using this Site. You may not assign Your rights or delegate Your duties under these Terms. The parties agree that no third party is an intended beneficiary of these Terms. NEXTLEVELSTYLIST.COM cannot provide notifications via post, only e-mail.

## **17. PRIVACY POLICY**

### **Collection of Data/Contact Information/Financial Information**

#### **IP Address and Cookies**

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NEXTLEVELSTYLIST.COM may change this Privacy Policy from time to time in its sole and absolute discretion. Please check this website regularly for changes. Substantive revisions to this Privacy Policy shall apply only prospectively.

## **18. Governing Law; Dispute Resolution; Forum and Venue.**

These Terms and any claim or action related to or arising from these Terms or content on the Site shall be governed by Texas law, without regard to any provision that would make the laws of another jurisdiction applicable. All disputes between You and NEXTLEVELSTYLIST.COM shall be finally resolved through binding arbitration in Sacramento, Texas. The arbitration shall be conducted by one (1) arbitrator who is a retired judge. The parties shall conduct discovery as agreed upon or as permitted by the arbitrator. A party may file for an order on the arbitration decision exclusively in the Texas Superior Court, County of Sacramento or the United States District Court for the Northern District of Texas. The parties shall share equally the costs of the arbitrator, arbitration body and arbitration facilities (if applicable). Each party may bring a claim or action for injunction relief without submitting the claim to final and binding arbitration. Neither party shall have the obligation to post a bond or demonstrate actual harm before bringing a claim or action for injunction relief. Each party consents to the exclusive jurisdiction and venue of the Texas Supreme Court, County of TARRANT or the United States District Court for Texas for any equitable claim or other action related to or arising from these Terms. Each party shall bear his/her/its own expenses and attorneys fees related to any arbitration, claim or action. EFFECTIVE DATE: OCTOBER 1<sup>st</sup>, 2011