

CDIS ONSITE™ -- TERMS OF USE

Effective December 1, 2016

THIS CDIS ONSITE MOBILE WEB APPLICATION (THE "APPLICATION" OR "APP") IS LICENSED, NOT SOLD, DIRECTLY TO YOU OR THROUGH A DIRECT PARTNER-LICENSEE. YOUR LICENSE TO THE APPLICATION IS SUBJECT TO YOUR PRIOR AND CONTINUED ACCEPTANCE OF THIS END-USER AGREEMENT (THIS "AGREEMENT"). BY USING THE APPLICATION, YOU (THE "USER") ACCEPT THESE TERMS OF USE ("TERMS"). THESE TERMS CONSTITUTE A BINDING AGREEMENT, GOVERNING USE OF THE APPLICATION, BETWEEN USER AND CDIS ONSITE, INC., INCLUDING ITS SUBSIDIARY, RELATED, AND AFFILIATED COMPANIES (INDIVIDUALLY OR COLLECTIVELY "ONSITE"). BY DOWNLOADING, INSTALLING, OR USING THE APPLICATION, USER ACKNOWLEDGES AND AGREES TO BE BOUND BY THESE TERMS. SHOULD USER NOT ACKNOWLEDGE AND AGREE TO THESE TERMS, USER MUST IMMEDIATELY UNINSTALL THIS APPLICATION AND DISCONTINUE ITS USE. THESE TERMS ARE ALSO AVAILABLE ON THE GREAT CLIPS WEBSITE ([HTTP://WWW.CDISONLINE.COM](http://www.cdisonline.com)) AND IN THE APPLICATION'S ABOUT US SCREEN. CONTINUED USE OF THE APPLICATION SIGNIFIES YOUR CONTINUED ACCEPTANCE OF THESE TERMS AND ANY CHANGES TO THEM.

Age Restriction

Only individuals EIGHTEEN (18) years of age or older may use the Application. Anyone under age 18 must immediately uninstall this Application and discontinue its use. The App is not designed for children, and CDIS Onsite, Inc. does not collect information from any person known to be under age 18.

Incorporation of Related Terms

These Terms incorporate and supplement other terms, conditions, and policies of CDIS Onsite, Inc. posted at <http://www.cdisonline.com>, including without limitation the following related terms, conditions, and other policies, the location and terms of which may be changed from time-to-time:

Onsite Terms of Use (available at <http://www.cdisonline.com/terms-of-use>);

Onsite Privacy Policy (available at <http://www.cdisonline.com/privacy-policy>);

Should any provisions in the terms, conditions, or other policies listed above conflict with these Terms, these Terms will control, solely to the extent such provisions apply to the Application.

End-User License

Subject to these Terms, CDIS Onsite, Inc. grants the User a personal, non-exclusive, non-

transferable, limited and revocable license to use the Application for personal use only on a mobile phone or tablet ("Mobile Device") owned or controlled by User in accordance with these Terms ("User License"). Any use of the Application in any other manner, including, without limitation, resale, reverse-engineering, disassembling, redistribution, transfer, modification or distribution of the Application or text, pictures, music, barcodes, video, data, hyperlinks, displays, and other content associated with the Application ("Content") is prohibited. You may not rent, lease, lend, sell, transfer, redistribute or sublicense the Application. If you sell or transfer ownership of your Android Device to a third party, you must remove the Application before doing so. You may not copy (except as expressly permitted by this Agreement), decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of any open-sourced components included with the Application). If you breach any of these restrictions, you may be subject to prosecution and damages. This Agreement and User License also governs any updates or upgrades to, or supplements or replacements for, this Application unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply.

The license is effective until terminated by you or CDIS Onsite, Inc. or its direct partner-licensees, with or without written notice. Your rights under the User License will terminate automatically without notice from CDIS Onsite, Inc. or its direct partner-licensees if you fail to comply with any Terms or terms of the User License. Upon termination of the license, you shall cease all use of the Application and destroy all copies, full or partial, of the Application.

User Information

Any and/or all application features, such as the My Account profile/account manager, feedback, Message Board, and interaction with social media sites, may use, maintain, or transmit User's personal information, including, without limitation, user names, passwords, proper names, email address, address, telephone number, location, GPS location information, and information for and from third-party social-media accounts (collectively "User Information"). By acknowledging and agreeing to this Agreement, or by using the Application, User consents to the transmission of User Information to CDIS Onsite, Inc., including its direct partner-licensed agents, and consents to CDIS Onsite, Inc., including its direct partner-licensed agents, receiving, collecting, storing, processing, transmitting, and using User Information for Application functionality and for the purposes disclosed in one or more of the CDIS Onsite, Inc. Privacy Policies identified in this Agreement. User also consents to receive in-App informational and promotional messaging from CDIS Onsite, Inc. and/or its direct partner-licensees via the Message Board & SMS texting features.

The User is, however, solely responsible for the confidentiality and security of User Information sent from or stored on the Mobile Device by the Application. The User is also solely responsible for all activities undertaken by anyone or anything in the User's name, whether authorized or unauthorized. The User agrees to immediately notify CDIS Onsite, Inc. or its direct partner-licensees of any suspected unauthorized uses associated with the Application or any other breach

of security. CDIS Onsite, Inc. or its direct partner-licensees shall not be responsible for any losses arising from the financial loss or theft of User Information due to unauthorized or fraudulent activities related to the Application. Users shall be solely responsible for taking precautionary steps to protect User Information stored on the Mobile Device, including without limitation password-protecting the Mobile Device and employing Google's remote-wipe feature.

You agree that CDIS Onsite, Inc., its direct partner-licensees, its service providers and/or others involved in creating or providing the Application may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Application. CDIS Onsite, Inc., its direct partner-licensees, its service providers, and/or others involved in creating or providing the Application may use this information, as long as it is in a form that does not personally identify you, to improve the Application or to provide services or technologies to you.

External Services and Third-Party Materials

The Application may enable access to CDIS Onsite, Inc., its direct partner-licensees, or third-party services and websites (collectively and individually, "External Services"). Use of the External Services requires Internet access and may require you to accept additional terms. Certain External Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the External Services, you acknowledge and agree that neither CDIS Onsite, Inc., nor its direct partner-licensees, agents or those involved in creating or providing the Application, is responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. Neither CDIS Onsite, Inc., nor its direct partner-licensees, agents or those involved in creating or providing the Application, warrants or endorses and does not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you. You agree to use the External Services at your sole risk and neither CDIS Onsite, Inc., nor its direct partner-licensees, agents or those involved in creating or providing the Application, shall have any liability to you for content that may be found to be offensive, indecent, or objectionable. CDIS Onsite, Inc. reserves the right to change, suspend, remove, or disable access to any External Services at any time without notice. In no event will CDIS Onsite, Inc. be liable for the removal of or disabling of access to any such External Services. CDIS Onsite, Inc. may also impose limits on the use of or access to certain External Services, in any case and without notice or liability.

You agree that the External Services contain proprietary content, information and material that is owned by their respective owners, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the External

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Prohibited Uses

Use of the Application is limited to the contemplated functionality. The Application shall not be used in any way that,

harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights);

is unlawful, fraudulent, or deceptive;

uses technology or other means to access unauthorized content or non-public spaces;

uses or launches any automated system or process, including without limitation, "bots," "spiders," or "crawlers," to access unauthorized content or non-public spaces;

attempts to introduce viruses or any other harmful computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

attempts to damage, disable, overburden, or impair CDIS Onsite, Inc. servers or networks;

attempts to gain unauthorized access to a CDIS Onsite, Inc. computer network;

attempts to gain unauthorized access to CDIS Onsite, Inc.'s user accounts;

encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;

violates these Terms in any manner;

or fails to comply with applicable third-party terms and conditions or other third-party policies (collectively "Acceptable Use").

CDIS Onsite, Inc. and/or its direct partner-licensees, with written consent, reserve the right, in its sole discretion, to terminate any User License, remove Content, assist law enforcement in the prosecution of criminal liability, or assert a civil or criminal legal action with respect to Content or use of the Application that CDIS Onsite, Inc. reasonably believes is or might be in violation of these Terms, but failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.

User-Generated Content

The User may generate content, written or otherwise, while using the Application ("User-Generated Content"). User acknowledges and agrees that User-Generated Content may be used, reproduced, displayed, modified, deleted, added to, adapted, and published by CDIS Onsite, Inc. (for example, in product marketing campaigns). User grants CDIS Onsite, Inc., direct partner-licensees, and its successors a worldwide; irrevocable; transferrable; sublicensable; fully-paid and royalty-free; and non-exclusive license to use, reproduce, display, modify, delete from, add to, adapt, publish, and prepare derivative works from the User-Generated Information. User further acknowledges and agrees that the User, and the User alone, is responsible for the development of User-Generated Content.

Indemnification

User agrees to indemnify and hold harmless CDIS Onsite, Inc., including its direct partner-licensees, agents, affiliated companies, employees, contractors, directors, and officers, and anyone involved in creating or providing the Application, from all claims or causes of action, liabilities, damages, costs, fines, penalties, and expenses (including attorneys' fees) occurring from or related to the use or misuse of the Application, violation of these Terms, or violations of any rights of a third party, or any allegation thereof. CDIS Onsite, Inc. reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defenses.

No Warranties

CDIS ONSITE, INC. IS PROVIDING THE APPLICATION AND CONTENT TO THE USER "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED. THE USER IS USING THE APPLICATION AT HIS OR HER OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, GREAT CLIPS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE APPLICATION IS MERCHANTABLE, RELIABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT OR FREE OF DEFECTS OR ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OR THAT THE USE OF THE APPLICATION BY THE USER IS IN COMPLIANCE WITH LAWS, OR THAT USER

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CDIS Onsite, Inc. bears no responsibility and shall not be liable for communications shared by recipients via e-mail, SMS text, or other media platform with third parties.

Applicable Law, Venue and Jurisdiction

This Terms of Use agreement shall be treated as though it were executed and performed in the State of Indiana, and shall be governed by and construed in accordance with the laws of the State of Indiana and the laws of the United States without regard to conflict of law principles. You agree that any claim or dispute you may have arising out of or related to the App including, without limitation, your use of the App, the App's Contents and Materials, your information provided to the App, and/or these Terms of Use, the Privacy Practices, and any legal notices on this App must be instituted within one (1) year after the claim arose (if multiple claims, from the date the first claim arose) or be forever waived and barred. You agree that you will bring any claims in, and submit to the exclusive jurisdiction of, the state and federal courts located in the County of Marion, in the State of Indiana.

Any claims or resolution of disputes pursuant to this agreement shall be in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. You agree, to the extent permitted by applicable law, that 1) any and all disputes, claims, and causes of action arising out of or in connection with the App or these Terms of Use will be resolved individually in the forum designated in this section, without resort to any form of class action; and 2) any and all claims, judgments, and awards will be limited to actual third-party, out-of-pocket costs incurred (if any), but in no event will attorney's fees be awarded or recoverable.

Severability

If any of these Terms shall be deemed invalid, void, or for any reason unenforceable, those terms shall be deemed severable and shall not affect the validity and enforceability of any remaining terms. Failure of CDIS Onsite, Inc. to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision in that or any other instance.

Modification of these Terms

CDIS Onsite, Inc. reserves the right to change or modify these Terms or any other CDIS Onsite, Inc. terms, conditions, or policies related to use of the Application (including those identified in this agreement) at any time and at its sole discretion by posting revisions on the CDIS Onsite,

Inc. website (<http://www.cdisonline.com>) or within this Application. Continued use of the Application following the posting of these changes or modifications will constitute the User's acknowledgement and agreement to such changes or modifications. Only a specific, written waiver signed by an authorized representative of CDIS Onsite, Inc. shall have any legal effect as a waiver by CDIS Onsite, Inc. of any Terms of this Agreement.

Third Party Beneficiary

User agrees that CDIS Onsite, Inc.'s direct partner-licensees, service providers, licensors, or others involved in creating or providing the Application are third-party beneficiaries to this End-User Agreement and may rely upon the provisions of this End-User Agreement, including but not limited to, the provisions concerning Indemnification, No Warranties, and No Liability.

Contact Us

If you have any questions regarding our privacy practices, you can consult our privacy policy (<http://www.cdisonline.com/privacy-policy>) or email us at solutions@cdisonline.com.