

## Mossy Glow Co Policies

These policies set forth a protection of the time and safety of the service provider, and each individual client. When scheduling an appointment with Mossy Glow Co, you (the client) agree to all policies set forth by the business at the time of scheduling.

By scheduling an appointment, you agree to be truthful on client consent and intake forms; updating it prior to every session with the Esthetician and when scheduling the appointment. Failure to do so will hold the client accountable for any damages assumed from failure to notify the Esthetician of contraindications and conditions as explained in these policies.

### CANCELLATION POLICY

When scheduling an appointment you are agreeing to and signing an acknowledgment for the cancellation policy. If a scheduled appointment is cancelled within 48 hours of an appointment time (example; appointment cancelled Tuesday at 2pm, for the time slot of 2pm on Thursday) the client will assume a 50% service charge and forfeit this deposit. Clients who cancel more than 3 (« Three ») times in a 6 (« Six») month period will be banned from booking. Should the client apply for appointments with fraudulent information after being banned, they will forfeit their deposit as well as a 50% service charge.

Failure to pay cancellation fees, the client agrees to be billed upon return. Should the client refuse to pay cancellation fees they will be banned from all future booking. The service provider is allowed to share this information with other spas and service providers, as well as any officials of the law as deemed necessary. Should the provider choose to service the client, the client will be required to pay in CASH ONLY due at the appointment start time. No internet transfers or online payments will be accepted.

### LATE POLICY AND NO SHOW POLICY

The client will have up to 15 minutes after the appointment start time to arrive for their appointment.

Failure to arrive within 15 minutes and be in the suite will forfeit your appointment time. The client when scheduling an appointment acknowledges they are aware of the cancellation and late policy, providing a card on file to be charged applicable fees. After 15 minutes post appointment start time, the nonrefundable deposit will be forfeited and cannot be used for another appointment slot. 15 minutes after the appointment start time, the client will assume a 50% service cost (if the service is \$100, the client will owe \$50) for the No-Show Cancellation Fee and will have to make an additional deposit to reschedule. Should the client arrive and be in the building to receive the service by 14 minutes and 59 seconds after the service appointment time, the service provider will continue with the service. This is to continue with timely appointments, and prioritizing clients for their allotted time. By showing up after the appointment

time the client understands their appointment will be shortened and agrees to pay any fees that may apply.

## REFUND POLICY

### **No Refunds.**

Should a client need touch ups within 72 hours of appointment time, they should reach out to the service provider. Should a client request removal of lash extension, they will be charged the applicable removal fee.

## DEPOSIT POLICY

Failure to secure an appointment with the required deposit set per service before 48 hours post scheduling, the client will forfeit the appointment time. Scheduling for appointments is allowed within 8 hours of an appointment time. For last minute scheduling you agree to not only schedule the service online through the scheduling Website « Gloss Genius », but to make a deposit in a timely manner.

For Specials advertised via social media, the client agrees to pay a deposit in a timely manner. Failure to receive a deposit within 24 hours of scheduling the appointment (ie model appointments), the client understands their appointment will be cancelled and the spot will remain availability to other clients ("First Come, First Serve").

Deposits are currently accepted through Gloss Genius, Cash, Apple Pay and Cash App. Cash deposits must be made within 48 hours of scheduling at the availability of the provider.

## PRICING

All pricing is subject to change at the business's discretion. Pricing changes only affect future scheduling and will not interfere with currently scheduled appointment times. Updated pricing will always be made available through the scheduling website. Special pricing is only available through promotional periods through select periods of time, for a limited quantity of individuals/clients as specified during the promotion. To view the most updated price list and pricing options, please visit [MossyGlowCo.GlossGenius.com](https://MossyGlowCo.GlossGenius.com)

1. At anytime should the service provider feel uncomfortable or unsafe with continuing a service, they have the right to refuse treatment or stop the service without refund of any payment.

2. If the client is sick or unwell upon arrival the service provider has the right to refuse service and incur all applicable fees for failure to notify and/or reschedule appropriately. This will include forfeiture of the client deposit, but no additional charges will apply. We understand sickness can happen, and would much rather you reschedule your appointment than to spread any sickness, illness or infectious disease regardless of the Safety and Sanitation guidelines followed by the service provider.

3. If the service provider is unwell, we will reschedule without the required deposit for a date in the future at the availability of the service provider and choice of the client.
4. Should the client reschedule on their own, they are allowed TWO free rescheduling without further payment of deposit as long as not rescheduled with 48 hours of appointment time, per year. Failure to reschedule outside of the 48 hour time frame the client will forfeit the deposit and pay the cancellation at the discretion of the service provider.
5. In correspondence with HIPAA the service provider is not allowed to discuss any medical conditions without the approval of the client. This includes disorders, implants and diseases.
6. Should the client seek legal action against the service provider, they are acknowledging the release of their history of client intake and consent forms to any and all applicable legal assistance for the service provider. Failure to fill out the intake form with the correct information shall void the liability of Mossy Glow Co from any damages.
7. All clients before each service to review the client intake and consent forms for all contraindications and allergies that could or may be present during any service, including Nut Allergies, Aspirin Allergies, Pregnancy, Metal implants, Heart Disorders and Diseases, Sexually Transmitted Diseases ("STDs"), Photosensitive disorders ("Epilepsy" and "Seizure" Disorders), Product Sensitivities, and more. Failure to inform the Esthetician of any contraindications within this list or otherwise withhold information related to medical conditions, the client will assume the responsibility to all damages related to these undisclosed contraindications. Failure to inform the service provider of use of Retinols, Topical and Oral Acne Medications, and Vitamin A supplement, the client will assume all damages including damaged skin barrier, redness, inflammation, etc.
8. Should an individual request a chargeback for their services initiated with their bank, the individual would be required to pay in cash from there on, due at the beginning of the appointment before any service should be initiated or begun by the service provider. Refunds are not granted for these services and failure to pay via cash before the appointment starts will cancel the appointment.
9. First time clients are required to bring a photo form of identification to verify age, and confirm other identification factors. We accept Drivers License, Passport, State ID, as well as any other picture identification issued by the government. This will be stored on your file.
10. Should a client arrive to their appointment with active break outs from transmittable infections (cold sores), sun burn, open scars and/or lesions, ringworm, pink eye, or anything indicating of any infection, the appointment will be cancelled and the client will be asked to reschedule and be requested to provide a doctors note to resume services at a minimum of 4-6 weeks after the cancelled appointment, as well as be required to pay a 50% cancellation fee.

11. Please share the usage of any topical medications including Accutane or other forms of retinol/vitamin A's with your service provider via the questions on the intake and consent forms.

12. Please refrain from exfoliating prior to any appointment as this may enhance sensitivity, causing other than usual reactions for any facial treatments, especially wax. Including, but not limited to lifting skin.

Exfoliation includes shaving.

13. Please inform the esthetician should you require to bring another individual to your appointment. This includes children, friends, significant others, and family members. Failure to do so will deny the entry of the unscheduled individual into the suite location. We understand baby sitter hunting isn't easy, please make sure you alert the esthetician should anything change with plans. No animals (exceptions for service animals) will be allowed within the property.

14. As a beginner lash technician appointments may last 3-4+ hours. Please plan accordingly, as these appointments require a \$50 deposit, and is charged as the hourly of \$15 until December 2026 in addition to the deposit. After this time, appointments will be charged a flat fee as determined by the provider and will be made available on the booking website. I will not work over another technicians work, any lashes not applied via Mossy Glow Co that are present during your lash appointment will be removed for an additional fee. This is to prevent reactions that different glues can have causing sensitivity or other irritations for the safety of yourself, the client. Please do not rip, pull, tear, or otherwise improperly remove your own lashes extensions. You may request appointments for removal prior to your scheduled appointment for the same removal fee.

15. No chewing gum during your appointment.

16. Please keep your phone on silent unless you have otherwise communicated with the provider discussing arrangements for business calls ONLY. These appointments are for your relaxation and downtime.

17. Pre booking is non refundable. See refund policy.

18. Lash Fill Appointments with less than 50% lashes remaining or more than 4 weeks since last scheduled appointment will be charged as a full set.

19. In the chance that there is severe weather conditions, the provider will reach out and work out appropriate rescheduling **without** having to pay another scheduling deposit.

20. No tolerance policy for harassment. Any sexually suggestive remarks will result in immediate blocking.

21. The client is responsible for all personal belongings. Please remove all jewelry from the décolleté area and up prior to your facial service. This includes necklaces and earrings for maximal comfort and care. Due to the lack of space, please refrain from bringing more than necessary for appointments.

#### Release of Liability

The individual clicking to accept this release (referred to as "I" or "me") desires to participate in certain spa and/or beauty services offered by Mossy Glow Co (the "Business"). In consideration of being provided the requested spa and/or beauty services, I agree to all the terms and conditions set forth in this agreement (this "Release").

1. I am aware and understand that participation may involve the risk of serious injury, disability, death, and/or property damage. I am also aware that there are no guaranteed benefits of the services requested, including therapeutic or alternative medicine services. I understand that the Business cannot guarantee that I will receive any sort of physical or psychological benefits from the services rendered. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PREMISES AND REQUESTING SERVICES WITH KNOWLEDGE OF THE RISKS INVOLVED, AND I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE BUSINESS OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Business and its successors, and assigns (collectively, "Releasees") on account of personal or psychological injury, illness, pain, suffering, temporary or permanent disability, death, property damage, or financial loss arising out of or attributable to my being on the premises and receiving certain spa and/or beauty services, whether arising out of the ordinary negligence of the Business or any Releasees or otherwise.

3. This Release constitutes the sole and entire agreement of the Business and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Business and me and our respective successors and assigns. This Agreement shall be governed by the laws of the state Business maintains its primary location.

#### Publicity Waiver

Mossy Glow Co (the "Business"), desires to use and publicize the name, likeness, and other personal characteristics and private information of the individual named below ("I" or "me") for advertising, promotion, and other commercial and business purposes. In exchange for good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I give Business my permission for such use and publicity for such purposes, according to the terms and conditions set forth in this Publicity Waiver and Release ("Agreement").

I hereby irrevocably permit, authorize, grant, and license Business and its affiliates and the employees, officers, directors, and agents of each and all of them ("Authorized Persons"), the rights to display, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, and otherwise use my name, image, likeness, voice, professional and personal biographical information, and all materials created by or on behalf of Business that incorporate any of the foregoing ("Materials") in any medium or format, including but not limited to, on the internet and other digital transmission or delivery methods on any platform without further consent from or royalty, payment, or other compensation to me.

Business shall be the exclusive owner of all rights, including copyright, in the Materials. I acknowledge and agree that I have no right to review or approve Materials before they are used by Business. Any credit or other acknowledgment of me, if any, shall be determined by Business in its sole discretion. Business has no obligation to create or use the Materials or to exercise any rights given by this Agreement.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims"), arising directly or indirectly from the Authorized Persons' exercise of their rights under this Agreement or the production, exhibition, exploitation, advertising, promotion, or other use of the Materials, and whether resulting in whole or in part from the negligence of Business or any other person, and I hereby covenant not to make or bring any such Claim against any Authorized Persons and forever release and discharge the Authorized Persons from liability under such Claims.

I represent and warrant to Business that I am at least 18 years of age, and I have full right, power, and authority to enter into this Agreement and grant the rights granted hereunder. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement shall be governed by the laws of the state Business maintains its primary location.

For LASH FILL SERVICE

Please select the appropriate timeframe from which you have last seen the provider. Option 1. 1-14 days, Option 2. 15-21 days. Option 3. 50% or less remaining, Option 4. Other Fill. IF YOU ARE OUTSIDE OF THE 21 DAY PERIOD FOR FILLS BUT HAVE MORE THAN HALF OF THE LASHES STILL INTACT — please select Option 4. If you improperly select the appropriate timeframe or option, you will be charged and only allotted for the specified timeframe. Should the client improperly schedule they are to reschedule with the esthetician to complete the rest of the service or pay an additional fee to complete the service should the esthetician have the scheduling time available.