

## Sacred Boudoir Experience Terms and Agreement

Thank you for using Sacred Boudoir Experience!

These Terms of Service (“**Terms**”) are a binding legal agreement between you and Sacred Boudoir Experience that govern your use of the websites, applications, and other offerings from Sacred Boudoir Experience (collectively, the “**Sacred Boudoir Experience Platform**”). When used in these Terms, “**Sacred Boudoir Experience**,” “**we**,” “**us**,” or “**our**” refers to the Sacred Boudoir Experience entity with whom you are contracting.

The Sacred Boudoir Experience Platform offers an online venue that enables users (“**Members**”) to publish, offer, search for, and book services. Members who publish and offer services are “**Vendors**” and Members who search for, book, or use services are “**Clients**.” “**Vendor Services**,” and each Vendor Service offering, a “**Services**”). You must register an account to access and use many features of the Sacred Boudoir Experience Platform, and must keep your account information accurate. As the provider of the Sacred Boudoir Experience Platform, Sacred Boudoir Experience does not own, control, offer or manage any Services or Vendor Services. Sacred Boudoir Experience is not a party to the contracts concluded directly between Vendors and Clients, nor is Sacred Boudoir Experience a vendor service provider. Sacred Boudoir Experience is not acting as an agent in any capacity for any Vendor.

If you are a Vendor, you are responsible for understanding and complying with all laws, rules, regulations and contracts with third parties that apply to your Vendor Services.

### Vendor Terms

- 1. Vendor.** As a Vendor, Sacred Boudoir Experience offers you the opportunity to share your Services, Experience, or other Vendor Service with our community of Clients - and earn money doing it. It’s easy to create a Service Package Listing and you are in control of how you - set your price, availability, and rules for each Service.
- 2. Vendor Service Fees.** By using the Sacred Boudoir Experience Platform, you agree to pay a 5% service fee to Sacred Boudoir Experience. This fee is calculated from the booking subtotal (the package pricing, plus food and refreshment fee, studio and travel fee, if applicable, but excluding Sacred Boudoir Experience fees and taxes) and is automatically deducted from the Vendor payout. Payouts will be handled and managed by Sacred Boudoir Experience.

- 3. Contracting with Clients.** When you receive a booking confirmation through the Sacred Boudoir Experience Platform, you are entering into a contract directly with the Client, and are responsible for delivering your Vendor Service under the terms and at the price specified in your Service Package Listing. You are also agreeing to pay applicable fees like Sacred Boudoir Experience's service fees (and applicable taxes) for each booking. Sacred Boudoir Experience Payments will deduct amounts you owe from your payout unless we and you agree to a different method. Any terms, policies or conditions that you include in any supplemental contract with Guests must: (i) be consistent with these Terms, and the information provided in your Service Package Listing, and (ii) be prominently disclosed in your Service Package Listing description.
- 4. Independence of Vendors.** Your relationship with Sacred Boudoir Experience is that of an independent individual or entity and not an employee, agent, joint venturer, or partner of Sacred Boudoir Experience, except that Sacred Boudoir Experience Payments acts as a payment collection agent. Sacred Boudoir Experience does not direct or control your Vendor Service, and you agree that you have complete discretion whether and when to provide Vendor Services, and at what price and on what terms to offer them.
- 5. Creating and Managing Your Service Package Listing.** Your Service Package Listing must include complete and accurate information about your Vendor Service, your price, other charges like food, refreshments and beverage fees, studio fees, security deposits, offline fees, and any rules or requirements that apply to your Clients or Service Package Listing. You are responsible for keeping your Service Package Listing information (including calendar availability) and content (like photos) up-to-date and accurate at all times. We recommend that you obtain appropriate insurance for your Vendor Services. You may have multiple packages in your Service Package Listings.
- 6. Know Your Legal Obligations.** You are responsible for understanding and complying with any laws, rules, regulations, and contracts with third parties that apply to your Service Package Listing or Vendor Services. Check your local rules to learn what rules apply to the Vendor Services you plan to offer. Information we provide regarding legal requirements is for informational purposes only and you should independently confirm your obligations. You are responsible for handling and using personal data of Clients and others in compliance with applicable privacy laws and these Terms. If you have questions about how local laws apply you should always seek legal advice.
- 7. Your Responsibilities.** You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in providing your Vendor Services. You are responsible for

setting your price and establishing rules and requirements for your Service Package Listing. You must describe any and all fees and charges in your Service Package Listing description and may not collect any additional fees or charges outside the Sacred Boudoir Experience Platform. Do not encourage Clients to create third-party accounts, submit reviews, provide their contact information, or take other actions outside the Sacred Boudoir Experience Platform.

- 8. Vending as a Team or Organization.** If you work with a co-vendor or vendor as part of a team, business, or other organization, the entity and each individual who participates in providing Vendor Services is responsible and liable as a Vendor under these Terms. If you accept terms or enter into contracts, you represent and warrant that you are authorized to enter into contracts for and bind your team, business or other organization, and that each entity you use is in good standing under the laws of the place where it is established. If you perform other functions, you represent and warrant that you are authorized to perform those functions. If you instruct Sacred Boudoir Experience to transfer a portion of your payout to a co-vendor or other vendors, or to send payments to someone else, you must be authorized to do so, and are responsible and liable for the payment amounts and accuracy of any payout information you provide.
- 9. Your Assumption of Risk.** You acknowledge that vending carries inherent risks and agree that you assume the entire risk arising out of your access to and use of the Sacred Boudoir Experience Platform, offering Vendor Services, or any interaction you have with other Members whether in person or online. You agree that you have had the opportunity to investigate the Sacred Boudoir Experience Platform and any laws, rules, regulations, or obligations that may be applicable to your Vendor Services and Listing and that you are not relying upon any statement of law made by Sacred Boudoir Experience.

#### **Cancellations and Booking Modifications.**

- 1. Cancellations.** In general, if a Client cancels a reservation, the amount paid to you is determined by the cancellation policy that applies to that reservation. As a vendor, you should not cancel on a Client without a valid reason under our Extenuating Circumstances Policy or applicable law. If you cancel on a Client without such a valid reason, we may impose a cancellation fee and other consequences. If: (i) a Client experiences a Travel Issue (as defined by the Guest Refund Policy), (ii) an Extenuating Circumstance arises, or (iii) a reservation is cancelled, the amount you are paid will be reduced by the amount we refund or otherwise provide to the Client, and by any other reasonable costs we incur as a result of the cancellation. If a Client receives a refund after you

have already been paid, or the amount of the refund and other costs incurred by Sacred Boudoir Experience exceeds your payout, Sacred Boudoir Experience (via Sacred Boudoir Experience Payments) may recover that amount from you, including by offsetting the refund against your future payouts. You agree that Sacred Boudoir Experience's Client Refund Policy, Extenuating Circumstances Policy, and these Terms preempt the cancellation policy you set in situations where they allow for the cancellation of a reservation and/or the issuance of refunds to Clients. If we reasonably expect to provide a refund to a Client under one of these policies, we may delay release of any payout for that reservation until a refund decision is made. If you Service an Experience please note that the Experience Cancellation Policy, Experiences Guest Refund Policy and different cancellation fees and consequences apply to your reservations. See each Policy for details about what is covered, and what your payout will be in each situation.

2. **Booking Modifications.** Vendors and Clients are responsible for any Booking Modifications they agree to make via the Sacred Boudoir Experience Platform or direct Sacred Boudoir Experience customer service to make on their behalf, and agree to pay any additional amounts, fees or taxes associated with a Booking Modification.

## **Taxes.**

1. **Vendor Taxes.** As a vendor, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit, or include in your price any applicable VAT or other indirect taxes, income, or other taxes ("Taxes").
2. **Tax Information.** In certain jurisdictions, Tax regulations may require that we collect and/or report Tax information about you, or withhold Taxes from payouts to you, or both. If you fail to provide us with documentation that we determine to be sufficient to support any such obligation to withhold Taxes from payouts to you, we may withhold payouts up to the amount as required by law, until sufficient documentation is provided. You agree that Airbnb may issue on your behalf invoices or similar documentation for VAT, GST, consumption or other Taxes for your Vendor Services to facilitate accurate tax reporting by you, the Clients, and/or their organizations.

## **Client Terms**

1. **Booking.** When you book a vendor, you are agreeing to pay all charges for your booking including the Service Package Listing price, applicable fees like service

fees, taxes and any other items identified during checkout (collectively, "Total Price"). You are also agreeing that Sacred Boudoir Experience Payments may charge and collect any security deposit identified during checkout. When you receive the booking confirmation, a contract for Vendor Services (sometimes called a reservation in these Terms) is formed directly between you and the Vendor. The cancellation policy and any other rules, standards, policies, or requirements identified in the Vendor Listing or during checkout form part of your contract with the Vendor. If paying in installments, you must pay the final payment prior to your booking date and or delivery of product.

### **Cancellations, Refunds and Booking Modifications.**

- 1. Cancellations and Refunds.** In general, if you cancel a reservation, the amount refunded to you is determined by the cancellation policy that applies to that reservation. But, in certain situations, other policies take precedence and determine what amount is refunded to you. If something outside your control requires you to cancel a reservation, you may be entitled to a partial or full refund. If the Vendor cancels, you may be entitled to rebooking assistance or a partial or full refund. Different policies apply to certain categories of Vendor Listings. You may appeal a decision by Sacred Boudoir Experience by contacting our customer service.
- 2. Booking Modifications.** Vendors and Clients are responsible for any booking modifications they agree to make via the Sacred Boudoir Experience Platform or direct Sacred Boudoir Experience customer service to make on their behalf ("Booking Modifications"), and agree to pay any additional amounts, fees or taxes associated with any Booking Modification.

### **Your Responsibilities**

- 1. You are responsible for your own acts and omissions. You are responsible for showing up to your appointments, responding to your vendors, and paying in full for your experience. You must act with integrity, treat others with respect and comply with applicable laws at all times.**

### **General Terms**

- 1. Content.** Parts of the Sacred Boudoir Experience Platform enable you to provide feedback, text, photos, audio, video, information, and other content (collectively,

“Content”). By providing Content, in whatever form and through whatever means, you grant Sacred Boudoir Experience a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable license to copy, modify, prepare derivative works of, distribute, publish and otherwise exploit, that Content, without limitation. If Content includes personal information, our Privacy Policy describes how we use that personal information. Where Sacred Boudoir Experience pays for the creation of Content or facilitates its creation, Sacred Boudoir Experience may own that Content, in which case supplemental terms or disclosures will say that. You are solely responsible for all Content that you provide and warrant that you either own it or are authorized to grant Sacred Boudoir Experience the rights described in these Terms. You are responsible and liable if any of your Content violates or infringes the intellectual property or privacy rights of any third party. Content must comply with Content and Nondiscrimination terms, which prohibit, among other things, discriminatory, obscene, harassing, deceptive, violent, and illegal content. You agree that Sacred Boudoir may make available services or automated tools to translate Content and that your Content may be translated using such services or tools. Sacred Boudoir Experience does not guarantee the accuracy or quality of translations and Members are responsible for confirming the accuracy of such translations.

2. **Fees.** Sacred Boudoir Experience may charge fees (and applicable Taxes) to Vendors and Clients for use of the Sacred Boudoir Platform. Except as otherwise provided on the Sacred Boudoir Experience Platform, service fees are non-refundable. Sacred Boudoir Experience reserves the right to change the service fees at any time, and will provide Members notice of any fee changes before they become effective. Fee changes will not affect bookings made prior to the effective date of the fee change. If you disagree with a fee change you may terminate this agreement at any time.

### **Sacred Boudoir Experience Platform Rules.**

1. **Rules.** You must follow these rules and must not help or induce others to break or circumvent these rules.
2. Act with integrity and treat others with respect
  - a. Do not lie, misrepresent something or someone, or pretend to be someone else.
  - b. Be polite and respectful when you communicate or interact with others.
  - c. Do not discriminate against or harass others.
3. Do not scrape, hack, reverse engineer, compromise or impair the Sacred Boudoir Experience Platform

4. Only use the Sacred Boudoir Experience Platform as authorized by these Terms or another agreement with us
  - a. You may only use another Member's personal information as necessary to facilitate a transaction using the Sacred Boudoir Experience Platform as authorized by these Terms.
  - b. Do not use the Sacred Boudoir Experience Platform, our messaging tools, or Members' personal information to send commercial messages without the recipient's express consent.
  - c. You may use Content made available through the Sacred Boudoir Experience Platform solely as necessary to enable your use of the Sacred Boudoir Experience Platform as a Client or Vendor.
  - d. Do not use Content unless you have permission from the Content owner or the use is authorized by us in these Terms or another agreement you have with us.
  - e. Do not request, make, or accept a booking or any payment outside of the Sacred Boudoir Experience Platform to avoid paying fees, taxes or for any other reason.
  - f. Do not require or encourage Clients to open an account, leave a review, complete a survey, or otherwise interact, with a third party website, application or service before, during or after a reservation, unless authorized by Sacred Boudoir Experience.
  - g. Do not book Vendor Services unless you are actually using the Vendor Services.
  - h. Do not use, copy, display, mirror or frame the Sacred Boudoir Experience Platform, any Content, any Sacred Boudoir Experience branding, or any page layout or design without our consent.

**5. Honor your legal obligations**

- a. Understand and follow the laws that apply to you, including privacy, data protection, and export laws.
- b. If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorized to do so, and (iii) authorize us to process that information under our Privacy Policy.
- c. Read and follow our Terms, Policies and Standards.
- d. Do not use the name, logo, branding, or trademarks of Sacred Boudoir Experience or others without permission.
- e. Do not use or register any domain name, social media handle, trade name, trademark, branding, logo, or other source identifier that may be confused with Sacred Boudoir branding.

- f. Do not offer Vendor Services that violate the laws or agreements that apply to you.
  - g. Do not offer or solicit prostitution or participate in or facilitate human trafficking.
- 6. Reporting Violations.** If you believe that a Vendor, Service Package Listing or Content poses an imminent risk of harm to a person or property, you should immediately contact local authorities before contacting Sacred Boudoir Experience. In addition, if you believe that a Member, Service Package Listing or Content has violated our Standards, you should report your concerns to Sacred Boudoir Experience. If you reported an issue to local authorities, Sacred Boudoir Experience may request a copy of that report. Except as required by law, you agree that we are not obligated to take action in response to any report.

### **Termination, and other Measures**

- 1. Term.** The agreement between you and Sacred Boudoir Experience reflected by these Terms is effective when you access the Sacred Boudoir Experience Platform (for example to create an account) and remains in effect until either you or we terminate the agreement in accordance with these Terms.
- 2. Termination.** You may terminate this agreement at any time by sending us an email or by deleting your account. Sacred Boudoir Experience may terminate this agreement and your account for any reason by giving you 30 days' notice via email or using any other contact information you have provided for your account. Sacred Boudoir Experience may also terminate this agreement immediately and without notice and stop providing access to the Sacred Boudoir Experience Platform if you breach these Terms, you violate our Policies, you violate applicable laws, or we reasonably believe termination is necessary to protect Sacred Boudoir Experience, its Members, or third parties. If your account has been inactive for more than two years, we may terminate your account without prior notice.
- 3. Member Violations.** If (i) you breach these Terms, our Policies, or our Standards, (ii) you violate applicable laws, regulations, or third-party rights, or (iii) Sacred Boudoir Experience believes it is reasonably necessary to protect Sacred Boudoir Experience, its Members, or third parties; Sacred Boudoir Experience may, with or without prior notice:
  - suspend or limit your access to or use of the Sacred Boudoir Experience Platform and/or your account;
  - suspend or remove Service Package Listings or other Content;
  - cancel pending or confirmed bookings; or



- suspend or revoke any special status associated with your account

For minor violations or where otherwise appropriate as Sacred Boudoir Experience determines in its sole discretion, you will be given notice of any intended measure by Sacred Boudoir Experience and an opportunity to resolve the issue. You may appeal actions taken by us under this Section by contacting customer service. If a reservation is cancelled under this Section, the amount paid to the Vendor will be reduced by the amount we refund or otherwise provide to the Client, and by any other costs we incur as a result of the cancellation

- 4. Effect of Termination.** If you are a Vendor and terminate your Sacred Boudoir Experience account, any confirmed booking(s) will be automatically cancelled and your Vendor will receive a full refund. If you terminate your account as a Client, any confirmed booking(s) will be automatically cancelled and any refund will depend upon the terms of the reservation's cancellation policy. When this agreement has been terminated, you are not entitled to a restoration of your account or any of your Content. If your access to or use of the Sacred Boudoir Experience Platform has been limited, or your Sacred Boudoir Experience account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the Sacred Boudoir Experience Platform through an account of another Member.
- 5. Sacred Boudoir Experience's Role.** We offer a platform that enables Members to publish, offer, search for, and book Vendor Services. While we work hard to ensure our Members have great experiences using Sacred Boudoir Experience, we do not and cannot control the conduct of Clients and Vendors. You acknowledge that Sacred Boudoir Experience has the right, but does not have any obligation, to monitor the use of the Sacred Boudoir Experience Platform and verify information provided by our Members. For example, we may review, disable access to, remove, or edit Content to: (i) operate, secure and improve the Sacred Boudoir Experience Platform (including for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) address Content that we determine is harmful or objectionable; (v) take actions set out in these Terms; and (vi) maintain and enforce any quality or eligibility criteria, including by removing Service Package Listings that don't meet quality and eligibility criteria. Members acknowledge and agree that Sacred Boudoir Experience administers its Policies and Standards, including decisions about whether and how to apply them to a particular situation, at its sole discretion.

Members agree to cooperate with and assist Sacred Boudoir Experience in good faith, and to provide Sacred Boudoir Experience with such information and take such actions as may be reasonably requested by Sacred Boudoir Experience with respect to any investigation undertaken by Sacred Boudoir Experience regarding the use or abuse of the Sacred Boudoir Experience Platform. Sacred Boudoir Experience is not acting as an agent for any Member except for where Sacred Boudoir Experience Payments acts as a collection agent.

### **Members Accounts.**

1. You must register an account to access and use many features of the Sacred Boudoir Experience Platform. Registration is only permitted for legal entities, partnerships and natural persons who are 18 years or older. You represent and warrant that you are not a person or entity barred from using the Sacred Boudoir Experience Platform under the laws of the United States. You must provide accurate, current, and complete information during registration and keep your account information up-to-date. You may not register more than one account or transfer your account to someone else. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party. You are responsible and liable for activities conducted through your account and must immediately notify Sacred Boudoir Experience if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised. If and as permitted by applicable law, we may, but have no obligation to (i) ask you to provide identification or other information, (ii) undertake checks designed to help verify your identity or background, (iii) screen you against third-party databases or other sources and request reports from service providers, and (iv) obtain reports from public records of criminal convictions or sex offender registrations or their local equivalents.