

# Salonbookly SaaS Agreement

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## Version 1.1 – Effective January 2026

This SaaS Agreement (“Agreement”) is entered into by and between:

The Provider, with its principal office located at 4001 Airport Fwy Suite 500, Bedford, TX 76021 (“Provider” or “Salonbookly”)

and

\_\_\_\_\_, with its principal office located at \_\_\_\_\_ (“Merchant” or “User”).

WHEREAS, Provider offers a software platform known as Salonbookly – designed to support Nail Salon businesses via a cloud-enabled Point-of-Sale solution;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

### 1. Subscription Overview

Salonbookly provides immediate access to its cloud-based Point-of-Sale (POS) platform upon signup. Access to features and modules is based on the subscription plan selected by the Merchant at the time of enrollment.

#### **Included Modules (Pilot Access):**

- POS & Checkout
- CRM & Loyalty Tools
- Customer Check-in
- Gift Cards
- Appointments
- Technician Turns Tracking
- Sales Reporting
- Inventory Management
- Promotions & Marketplace
- SMS & Email Marketing Tools
- Mobile Staff App

## **2. Subscription Plans & Billing**

- Upon signup, your account is immediately enrolled in the selected subscription plans:
  - AIO Plan – \$99.99/month before sales tax
- Subscription fees are billed monthly and non-refundable once charged.
- Feature access and module limits will be enforced based on your plan tier.

## **3. Payment Terms**

- Monthly billing begins immediately upon account activation.
- Payments are processed via the card on file.
- Chargebacks for used services during trial or subscription are not permitted.

## **4. Cancellation Policy**

- You may cancel during your subscription at any time via the Salonbookly settings.
- Cancellations take effect at the end of the current billing cycle.
- No refunds are provided for partial billing periods.
- Account data is retained for 30 days post-cancellation unless otherwise requested.

## **5. Branding & Compliance**

- Salonbookly branding is embedded by default (e.g., receipts, app footers).
- While-labeling is available under custom enterprise terms.

## **6. Legal & Governing Law**

This Agreement is governed by the laws of the State of Texas, USA. By using Salonbookly, you confirm that you have read, understood, and agreed to the terms.

## **Appendix A – Subscription Access, Feature Modifications, and Billing Platform Integration**

### **A.1 Subscription Tier Access Control**

Services are offered under specific subscription tiers: AIO Plan, and others as may be introduced. Each plan defines which modules and features are accessible to the Client.

Salonbookly may implement access restrictions in alignment with the Client's subscribed tier. Clients with legacy or onboarding access to unrestricted modules may experience plan-based access limitations in future updates.

### **A.2 Future Feature and Pricing Modifications**

Salonbookly reserves the right to revise or discontinue features, modules, and associated pricing. Any such changes will be communicated in advance when materially affecting a Client's access or billing structure.

Continued usage of the Services after the effective date of changes will be deemed acceptance of the modified terms.

### **A.3 Third-Party Billing Integration**

Salonbookly may use third-party billing platforms, such as Nuvei, to process subscription payments. Clients agree to comply with the terms of use of such platforms, where applicable. Subscription terms, billing cycles, and payment failures may be governed in part by these platforms' systems.

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### **IN WITNESS WHEREOF**

The parties have executed this Agreement as of the Effective Date.

**Signed for and on behalf of the Client:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Addendum: Service Contract to Cardholders

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This Addendum (“Addendum”) supplements and forms part of the Salonbookly SaaS Agreement (“Agreement”) between Salonbookly (“Provider”) and the subscribing cardholder (“Subscriber”).

**Effective Date:** \_\_\_\_\_

**Subscriber Name (Cardholder):** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

## 1. Purpose

This Addendum outlines the rights and obligations of cardholders who subscribe to the Salonbookly POS system using a credit or debit card as their payment method.

## 2. Subscription Access

By subscribing via credit/debit card, the Subscriber is granted access to the selected Salonbookly POS service tier, including but not limited to:

- POS software usage (based on plan tier)
- Feature modules as listed in the current plan
- Customer support during business hours
- Ongoing software updates and maintenance

## 3. Billing & Payment Terms

- Subscriptions are billed monthly to the card on file unless canceled prior to the next billing cycle.
- All fees are non-refundable once the billing cycle begins.
- Declined or expired cards may result in service interruption.
- The Subscriber authorizes Salonbookly to charge the payment method on file until canceled.

## 4. Cancellation & Termination

- Subscribers may cancel at any time via the POS settings panel.
- Access to services will continue until the end of the billing period.
- Salonbookly reserves the right to terminate service in the event of non-payment or misuse of the system.

## 5. Data Ownership & Privacy

- Subscriber data (e.g., store data, sales, customers) remains the property of the Subscriber.
- Salonbookly collects only essential information needed for billing and system functionality.
- By subscribing, the Subscriber agrees to Salonbookly's Privacy Policy and Terms of Use.

## 6. Limitation of Liability

- Salonbookly provides its POS platform “as-is” with no guarantee of uninterrupted access.
- In no event shall the Provider be liable for losses exceeding the monthly subscription fee paid by the Subscriber.

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### Signed by Subscriber (Cardholder):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_