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WARREN COLLINS SALONS

Terms of Use

Introduction

Welcome to warrencollinssalon.com! By using our website, you acknowledge that you have read and understood these terms of use (the “Terms”), which incorporate by reference our Privacy Policy, located at warrencollinssalon.com/termsofuse, and agree to be bound by the Terms.

It is your obligation to review these Terms before using the Website. If you do not understand or have questions about the Terms, please stop all use of the Website and contact us at warrencollinssalon.com/termsofuse.

Any changes to these Terms will be effective immediately upon our posting them to the Website, unless otherwise stated. We reserve the right to change the contents of the Website at any time, with or without notice.

These Terms apply only to the Website and do not apply to any websites, even those controlled by us, that are linked to the Website. For access to the terms of use or privacy policies of linked websites, you should refer to the policies of those websites.

Purpose

The Website is intended to be Salon Information Site.

Definitions

“WC Salon” means Warren Collins Salons, a New Jersey sole proprietorship, who is the owner and operator of the Website.
“Website” means the website located at warrencollinssalon.com.

"Content" means any and all material, existing or having existed on the Website in any fashion from any origin and in any form whether digital, electronic, posted, deleted, archived, embedded, or linked or contained in any subpage of the Website or existing as data, designs, text (on every page of the Website, whether editorial, navigational, or instructional), images, graphics (including all logos, buttons, and other graphical elements on the Website, including the color combinations and the page layout of the Website, with the exception of trademarks and intellectual property belonging to third parties), code or programming (includes both client-side code and server-side code (including compiled or interpreted code in any computer language, databases, etc.) used on the Website), and includes all material that we have provided on or as part of the Website or which any Users have submitted, posted, uploaded, or otherwise provided to the Website.

"Services" means any of the products or services provided by or through WC Salon.

"User" means any person or entity, as the case may be, who accesses the Website. As a User, you are subject to these Terms and our Privacy Policy warrencollinssalon.com/termsofuse and agree to abide by all terms and conditions contained in these Terms.

Usage and Access

GENERAL USE OF THIS WEBSITE

We hereby grant you a limited license to view and use the website solely for your Business use and only as an aid to properly engaging with the Website as a User. You may use the Website only in a manner consistent with your bona fide Business needs.

The Website and any Services are not intended for the use of children under the age of 13. Children under the age of 13 may not use or submit any information to the Website, and their guardians should not permit them to do so.

Individuals older than 13 but under the age of 18 may access the Website only under the supervision of a parent or legal guardian who agrees to be bound by these Terms and

responsible for all of the User's actions taken on the Website. These age restrictions are based on applicable law for the benefit of such children.

RESTRICTIONS ON USE OF THE WEBSITE

Any unauthorized use by you or on your behalf, including as described in this section of these Terms, will automatically terminate the license granted by us, and you may not thereafter use the Website for any personal or business purpose.

Except as provided in these Terms or by the Website itself, you may not:

- use (or plan, encourage or help others to use) the Website for any purpose or in any manner that is prohibited by these Terms or by applicable law;
- download (other than page caching), excerpt, summarize, copy, or create derivative works from any portion of the Website;
- gather information from the Website from data mining, robots, spiders, or similar extraction tools;
- interfere with the proper operation of the Website including by attacking, hacking into, or otherwise attempting to penetrate any non-publicly accessible elements of the Website or its servers or network, through the use of bots, Trojan horses, Viruses, DNS attacks, or any other technology that is designed or intended to interfere with the proper operation of the Website or the use of the Website by any User;
- circumvent or attempt to circumvent any security or access control technology implemented on the Website or its associated servers and networks;
- advertise or otherwise engage in any commercial endeavor, including any pyramid, network marketing, Ponzi, or similar scheme;
- impersonate or misrepresent your connection to any other entity or person or otherwise manipulate identifiers to disguise the origin of the content;

disrupt the normal flow of communications or affect the ability of any User to use this Website; or

advocate illegal activity or an intention to commit an illegal act or violate any applicable local, state, national or international law.

TERMINATION OF ACCESS

Use of this Website is not a legal right. We reserve the right to suspend or terminate your access to the Website for any reason or no reason at any time, in our sole discretion without considering the potential ramifications on you and your activities.

Information You Provide

If you choose to provide any personal information via this Website, the information will be used only for the purposes described in our Privacy Policy warrencollinssalon.com/termsofuse. We may collect or share certain information based on your usage of the Website, as described in, and subject to, our Privacy Policy.

To facilitate communications between you and us, this Website offers you the ability to contact us. Although we strive to protect and secure our online communications, and use the security measures detailed in our Privacy Policy to protect your information, you and we both acknowledge that no data transmitted over the Internet can be guaranteed to be completely secure and that no security measures are perfect or impenetrable. You agree to release us from (1) any liability to you for any unaccepted or unprocessed email instructions or requests and (2) from any loss or damage arising out of any unauthorized use by third parties of any information that you send by email. If you would like to transmit sensitive information to us, please contact us, without including the sensitive information, to arrange a more secure means of communication.

Subject to the Privacy Policy, any information, materials, suggestions, ideas, or comments you send to us (each, a “Submission”) are deemed non-confidential. By sending us a Submission, you hereby grant, will grant, and agree to grant us an irrevocable and unrestricted worldwide

license to use, modify, reproduce, adapt, transmit, sell, license and sub-license, create derivative works from, publicly display, perform, and distribute the Submission for any purpose whatsoever (commercial or otherwise), in any form, media, or technology, whether now known or hereafter developed, alone or as part of other works, with no payment or other compensation to you. This grant includes the right to use the Submissions and any ideas, concepts, or know-how contained in the Submission for any purpose, including developing, manufacturing, distributing, or marketing products or services.

Prohibited Information

Please do not send us any confidential or proprietary information or trade secrets through the Website. They are not protected by any confidentiality agreement, and you do so at your own risk.

Information you submit through the Website or otherwise may not contain:

- commercial speech, such as links to other websites, solicit money or offer securities, or contain any chain letters, pyramid schemes, or spam;
- the intellectual property of a third party, including trade secrets, except in accordance with applicable law (that is, fair use or appropriate permission) or infringe on such IP;
- material that is false or misleading or impersonates another person, or misstates or misleads as to identity, gender, or age;
- material that is harmful, threatening, abusive, harassing, tortious, defamatory, obscene, invasive of another’s privacy, or otherwise unlawful;
- viruses, worms, time bombs, Trojan horses, or other harmful or disruptive components or links to such items; or
- any robot, spider, website search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine,” or in any way reproduce or circumvent the navigational structure or presentation of the Website or its contents.

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Intellectual Property

Rights

WC Salon owns all intellectual property rights relating to the WC Salon brand and other content including: copyright, trademark, service mark, trade name, trade dress, logo, patents and patentable subject matter, trade secrets, and data elements and other Content that has or provides the “look and feel” of the WC Salon brand image, as well as our own Content, including the text, graphics, programming (including source and object code), photographs, video, and audio contained in the Website (the “Intellectual Property”). All other intellectual property not owned by WC Salon is the property of its respective owner or licensee, as the case may be.

We reserve all rights to all of our Intellectual Property. Your use of the Website does not grant you any rights or licenses relating to the Intellectual Property, except as expressly provided for in these Terms.

You may not display, copy, modify, create derivative works of, sell, or distribute any of the Intellectual Property, or use it in any other way for public or commercial purposes except in accordance with these Terms and the intended purpose of the Website.

Infringing Third-Party Intellectual Property

We respect the intellectual property of others, and we ask you to do the same. We may, in appropriate circumstances and at our discretion, terminate or suspend use of the Website to Users who infringe the intellectual property rights of others.

We will respond to claims of copyright and trademark infringement in accordance with applicable law. We will promptly process and investigate notices of alleged infringement by third parties and will take appropriate actions under applicable law, including the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. § 512(c)(2).

Reporting Infringement

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Only the intellectual property rights owner may report potentially infringing items through this reporting system. If you are not the intellectual property rights owner, you should contact the intellectual property rights owner, who can choose whether to use the procedures set forth in these Terms.

If you believe that your work is the subject of copyright infringement or a trademark infringement, provide our copyright agent with the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Send the reporting information to our agent for notice of claims of copyright or trademark infringement as follows:

1. By email: info@warrencollinssalon.com

2. By mail: 105 Broad Street, Elmer NJ 08318

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Please note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing is subject to liability for damages.

Once a proper, bona fide notification of infringement is received by the designated agent, our policy is to:

1. Remove or disable access to the allegedly infringing material;

2. Notify the User whose material has been removed or disabled; and

3. For repeat, flagrant, or bad-faith offenders, remove the allegedly infringing material from the Website and, in our discretion, terminate such User’s access to the Website and the Services.

Responding to a Notice of Infringement

If after receiving a notice of infringement, you may elect to send us a counter-notice. To be effective, the notice must be in writing, provided to our designated agent, and include substantially the following (please consult your own attorney or see 17 U.S.C. §512(g)(3) to confirm these requirements):

A physical or electronic signature of the User;

Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

A statement under penalty of perjury that the User has a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and

The User's name, address, and telephone number, and a statement that the User consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the user's address is outside of the United States, for any judicial district in which WC Salon may be found, and that the user will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

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Send the notice to our agent for notice of claims of copyright or trademark infringement as follows:

1. By email: info@warrencollinssalon.com

2. By mail: 105 Broad Street, Elmer NJ 08318

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification is subject to liability for damages.

Disclaimers and Limitations

Your consent and agreement to the following disclaimers and limitations is a material inducement for us to permit you to access the Website or use the Services.

Disclaimers

THE WEBSITE AND ITS CONTENT, INCLUDING ALL PRODUCTS OR SERVICES FROM WC SALON, ARE PROVIDED “AS IS” AND WITHOUT ANY WARRANTY. WC SALON DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

WC SALON DOES NOT WARRANT THAT THE CONTENT, FUNCTIONS, OR SERVICES CONTAINED IN OR ACCESSED THROUGH THE WEBSITE WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, OR ERROR-FREE. YOU, AND NOT WC SALON, ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IF THERE IS ANY LOSS OR DAMAGE ARISING FROM OR IN CONNECTION WITH THE USE OF THE WEBSITE, ITS CONTENT, OR ANY SERVICES. WC SALON DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OF THE WEBSITE OR THE RESULTS OF ITS USE RELATED TO ACCURACY, RELIABILITY, OR OTHERWISE. THE WEBSITE MAY INCLUDE ERRORS (INCLUDING TECHNICAL OR TYPOGRAPHICAL

ERRORS), AND WE MAY MAKE CHANGES TO THE WEBSITE AT ANY TIME, WITH OR WITHOUT NOTICE.

NEITHER WC SALON NOR ANY OTHER PERSON OR ENTITY ASSOCIATED WITH THE DESIGN OR MAINTENANCE OF THE WEBSITE WILL BE HELD LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY DAMAGE, LOSS, INJURY, OR MALFUNCTION ASSOCIATED WITH YOUR USE OF THIS WEBSITE OR THE SERVICES.

Third Parties and Third-Party Websites

The Website may contain links to other websites for your convenience and information. Links may be contained on pages, or in blog posts, emails from us, or newsletters we make available from time to time.

Such links may be to advertisers, merchandise retailers, payment processors, content providers, social media or other companies who may use our logo or style as a result of a co-branding agreement. These websites may be operated by companies that are not affiliated with WC Salon and may have different privacy policies and terms of use. Notwithstanding the presentation of, or links to, any third-party information or website on the Website, such presentation is not an endorsement, guarantee, representation, or warranty, either express or implied, by us on behalf of any third party. WC Salon does not control the content that appears on these websites or their privacy practices.

We hereby disclaim any liability or responsibility for the content, subject matter, or substance of any information accessed or obtained from third-party websites accessed from or via the Website. Accessing third-party websites from our Website is therefore done at your own risk.

These Terms apply only to the Website and do not apply to any websites, even those controlled by us, that are linked to the Website. For access to the terms of use or privacy policies of linked websites, you should refer to the policies of those websites.

Information Monitoring and Updates

We attempt to ensure that information on the Website is complete, accurate, and current. Despite our efforts, the information on this Website may be inaccurate, incomplete, or out of date, and we make no representation to you about the completeness, accuracy, or timeliness of any information on the Website, such as information about the nature or characteristics of any goods or services we provide, including pricing or terms of sale.

We do not assume any obligation to review or monitor the Content or other information submitted to the Website by third parties. We may review some, none, or all of the information submitted to the Website. We reserve the right to remove, edit, or reject any information submitted to the Website for any reason or no reason. You assume the responsibility of verifying the accuracy of any posted information through your own independent investigation.

We reserve the right to cooperate with any law enforcement authorities or court orders requesting or directing us to disclose the identity of anyone posting any messages or publishing or otherwise making available any materials that are believed to violate these Terms or applicable law.

You consent to our disclosure, without your further consent or notice, of your IP address, username, name, IP location or other information as required by any subpoena issued to us by a court or from a law enforcement or government agency. We may challenge any such subpoena on legal grounds but are not required to do so.

Viruses

WC Salon does not assume any responsibility or risk for your use of the Internet and the myriad of risks it presents.

We cannot and do not guarantee that the materials contained on this Website will be free of viruses, worms, or other code or related hazards that may have destructive properties (collectively, “Viruses”). It is your responsibility to ensure that you have sufficient procedures, firewalls, checkpoints, and safeguards within your computer system to satisfy your particular requirements to protect against Viruses.

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Limitations of Liability

IN NO EVENT WILL WC SALON, ITS AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR SPECIAL DAMAGES, (INCLUDING LOST PROFITS) WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WC SALON IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATIONS SET FORTH IN THIS SECTION MAY NOT APPLY TO YOU. IF THE FOREGOING LIMITATIONS ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, AND IF WC SALON IS HELD RESPONSIBLE BY ANY COURT, THEN THE MAXIMUM LIABILITY OF WC SALON TO YOU FOR ANY TYPE OF DAMAGES WILL BE LIMITED TO THE AMOUNT YOU PAID WC SALON FOR SERVICES.

Disputes

Indemnification

You shall indemnify, defend and hold harmless WC Salon, its affiliates, and their respective officers, directors, managers, agents, employees, and contractors from any losses or liabilities including reasonable attorneys' fees and costs of suit, arising out of any claims, actions, demands, liabilities, and settlements, including third-party claims and causes of action, arising out of or related to any one or more of the following: (1) your use of the Website or the Services; (2) information, including Submissions, that you submit, transmit, or otherwise make available via the Website; (3) your breach of these Terms; (4) your use of the intellectual property of a third party; (5) any investigations of or involving you or your conduct by WC Salon, law enforcement, or governmental authorities; and (6) your violation of any applicable law.

Release

You, on behalf of your successors and assigns or heirs and personal representatives, as the case may be, hereby irrevocably and fully release WC Salon, its affiliates, and their respective officers, directors, managers, agents, employees, and contractors from and against any and all suits, claims, actions, causes of action, arbitration, liabilities, obligations, damages, losses, penalties or fines known or unknown, arising out of or in connection with information or Submissions provided by third parties to, through, or in connection with the Website or Services.

Dispute Resolution

Governing Law. New Jersey law governs your use of the Website, the Services, and all disputes, claims, actions, suits, or other proceedings arising out of or related to the Website, the Services, these Terms, or the Privacy Policy.

Dispute Resolution. The parties shall first use good-faith efforts to attempt to resolve any dispute, claim, or controversy arising out of or relating to the Website, the Services, these Terms, or the Privacy Policy by negotiation before bringing any action, other than an action for preliminary injunctive relief.

Venue. Any mediation, dispute or court proceeding based on or arising out of the Website, the Services, these Terms, or the Privacy Policy must be brought in the state or federal courts sitting in New Jersey.

Jurisdiction. You and WC Salon hereby irrevocably consent to the personal jurisdiction by such courts. You and WC Salon represent that such courts are a convenient forum.

Time period for bringing claims. Regardless of any statute or law to the contrary, any claim under these Terms or Privacy Policy must be brought within one (1) year after the cause of action arises, or such claim will be forever barred and deemed released.

Fees and costs. The prevailing party in any action or proceeding under these Terms will be entitled to recover legal fees and other costs reasonably incurred in that action or proceeding, in addition to any other relief to which the party may be entitled.

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Additional Provisions

1. Entire Agreement. These Terms, together with the Privacy Policy warrencollinssalon.com/termsofuse, constitute the entire agreement between you and WC Salon governing the Website or Services and supersede any prior agreements or understandings, oral or written, between you and WC Salon with respect to the Website or the Services. Each of us represents to the other that we are not relying on any representations or promises not set forth in these Terms or the Privacy Policy. You also may be subject to additional contractual terms that may apply if you use or purchase certain Services of WC Salon and enter into a separate agreement.

2. Waiver. The failure of WC Salon to enforce any right in these Terms or the Privacy Policy will not constitute a waiver of any right or provision.

3. Severability. If any provision of these Terms or Privacy Policy is found by a court to be unenforceable for any reason, it will not affect any other provision, and these Terms or Privacy Policy will be construed without regard to the unenforceable provision.

4. Local Laws. The materials on the Website may not be appropriate or available for use in your location. Persons who choose to access the Website do so on their own initiative and at their own risk and are responsible for compliance with local laws, rules, and regulations applicable to them. WC Salon may limit the Website's availability, in whole or in part, to any person, geographic area, or jurisdiction.

5. Relationship. These Terms do not create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties.

6. Assignment. WC Salon may assign these Terms or Privacy Policy and delegate any of its obligations.

Updated: November 10, 2026