

1. Parties

This Agreement is between **Luxe Oasis Hair, LLC** (“**Luxe Oasis**”), operator of the Booked On Luxie platform, and the individual or business using the platform to offer Beauty Services (“**Service Provider**”).

2. Nature of Relationship

Service Providers acknowledge that Booked On Luxie is solely a **technology platform connecting clients with Service Providers**. Luxe Oasis does **not set fees, schedules, or manage client interactions**. Service Providers are fully responsible for determining their own pricing and service offerings and Luxe Oasis does not control, dictate, or guarantee earnings. Service Providers are fully responsible for the provision of their services, including compliance with all applicable laws, licenses, permits, certifications, and insurance requirements. Nothing in this Agreement creates an employment, partnership, or agency relationship between Luxe Oasis and the Service Provider.

3. Platform Access and Use

Service Providers may use the Booked On Luxie platform to accept client bookings.

Service Providers must maintain accurate and up-to-date profile information, including qualifications, services offered, pricing, and availability.

Service Providers are responsible for all interactions, communications, and services provided to clients booked through the platform.

Cancellation Policies. Service Providers are required to select a cancellation policy through the Booked On Luxie platform before accepting client Bookings. The selected cancellation policy will apply to all accepted Bookings and may not be modified retroactively. Service Providers are solely responsible for complying with and honoring their selected cancellation policy, including any refund obligations arising from client cancellations.

4. Fees and Payments

Luxe Oasis charges Service Providers a platform commission for bookings facilitated through the Booked On Luxie platform. The applicable commission rate, fee structure, and any related platform charges are disclosed within the Service Provider dashboard or onboarding materials prior to accepting a Booking.

Platform commissions are deducted from the Service Provider’s payout for each completed Booking and may include payment processing costs and platform usage fees.

Luxe Oasis reserves the right to modify its commission rates, fee structure, payout schedule, or payment model at any time in its sole discretion. Service Providers will receive reasonable notice of any material changes before such changes take effect. Continued use of the platform after such notice constitutes acceptance of the updated fee structure.

Payments for services are processed through one or more third party payment processors. Service Providers must establish and maintain any required connected payment account in order to receive payouts. Luxe Oasis may withhold, delay, or adjust payouts in cases of suspected fraud, chargebacks, disputes, violation of this Agreement, or as required by law.

Service Providers acknowledge that Luxe Oasis's commission is solely for access to and use of the technology platform and related administrative services, and Luxe Oasis is not a party to any service contract between the Service Provider and the Client.

5. Mandatory Platform Booking & Prohibited Off-Platform Solicitation

Service Providers **must accept bookings through the Booked On Luxie platform**. All client communications, bookings, and payments must be conducted via the platform.

SERVICE PROVIDERS AGREE NOT TO SOLICIT OR PROVIDE SERVICES TO CLIENTS DISCOVERED THROUGH THE PLATFORM OUTSIDE OF Booked On Luxie. VIOLATION OF THIS PROVISION WILL RESULT IN IMMEDIATE TERMINATION OF PLATFORM ACCESS. Luxe Oasis may also pursue any remedies available under applicable law.

6. Compliance

Service Providers agree to comply with all applicable laws, regulations, health, safety, and sanitation standards for providing Beauty Services in the jurisdictions where they operate. Service Providers must hold all required licenses, permits, and certifications.

7. Non-Solicitation / Platform Exclusivity

Service Providers agree **not to solicit other Service Providers or clients discovered through the platform** for external services for a period of **two (2) years** after termination of their use of the platform.

Service Providers may not use any Luxe Oasis platform data (e.g., names, contact info, profiles) for any external business purposes.

8. Intellectual Property

Luxe Oasis Hair, LLC retains all rights to its platform, branding, and technology.

Service Providers grant Luxe Oasis a non-exclusive license to use their profile information, service descriptions, and professional content to operate and promote the platform.

9. Termination

Luxe Oasis may terminate a Service Provider's access **immediately** for violations of this Agreement, prohibited off-platform solicitation, or non-compliance with platform rules.

Service Providers may voluntarily terminate their use of the platform at any time, but the non-solicitation obligations in Section 7 will survive termination.

Sections 5, 7, 8, 10, and any payment obligations or outstanding disputes shall survive termination of this Agreement.

10. Limitation of Liability

Luxe Oasis is **not responsible for disputes, client dissatisfaction, service outcomes, or payments** between Service Providers and clients.

Service Providers are solely responsible for their own business operations, insurance, client interactions, and legal compliance.

11. Governing Law

This Agreement is governed by the laws of the **State of New York**, without regard to conflicts of law principles.