**cancellation policy:**

You may cancel up to 2 hours before the start of your appointment. By entering your credit card information, you agree to accept a $20 cancellation fee if you cancel within 2 hours of the start of your appointment or do not show up. For group appointments of six or less, your card will be charged for any in the party who cancel within 2 hours or do not show up.

**late policy:**

We can’t wait to tame your mane. To avoid any scheduling tangles, we ask that you please arrive **5 minutes** prior to your appointment to allow for check-in. If you are 10 minutes late for your appointment, you may be subject to a dry style and/or we may need to reschedule your appointment.

**return policy:**

We want you to be happy with your new purchase! We accept returns within **20 days** for any damaged/malfunctioning tools or products. No returns will be accepted without proof of purchase.

Lovely Beauty Bar gift cards cannot be returned and should be treated like cash.

Please note that all Lovely services, tabs and memberships are non-refundable.

### Lovely Membership Program Participation and Eligibility:

Participation of the Lovely Beauty Membership Program (“Program”) are subject to these terms and conditions, and the rules, regulations, policies and procedures described herein (collectively, “Program Terms”). All decisions made by the Lovely Beauty Bar, LLC. (“Lovely”) regarding the Program shall be in Lovely’s sole discretion and all such decisions shall be final. Lovely may change, alter, amend, limit or otherwise revise the Program Terms including price allocations and redemption values, at any time and for any reason whatsoever. All such changes, alterations, amendments or revisions shall be in Lovely’s sole discretion. Lovely also has the right to terminate and cancel the Program at any time in its sole discretion.

Participants shall have no claim, recovery or remedy against Lovely for any changes made to the Program or the Program Terms. In the event of termination or cancellation of the Program, Lovely shall have no obligation to provide, and program participants shall not be entitled to receive, any compensation in any form for any dollars or services remaining in participant’s account as of the date of such termination or cancellation. All prices are in United States dollars.

Discounts on products and tools apply to in-store purchases only. Discounts and membership blowouts or services are non-transferrable and can only be used by Member. To redeem membership blowouts, or any other service and/or discounts, Members must provide their name and identify themselves as a Lovely Member. Any attempt to transfer benefits under Lovely Membership may result in automatic cancellation of membership. Lovely Beauty Bar reserves the right to request proper identification from a Member before providing discounts or blowouts under Lovely Membership.

To receive a complimentary birthday blowout or service, Member must provide date of birth when signing up.  Birthday blowouts may be redeemed 5 days before, on the day of, or 5 days after the Member’s birthday.  Birthday blowouts not used during this time will expire.

Members also agree to allow Lovely Beauty Bar to communicate via mail, email, phone (including text messages), external websites and various other channels. Lovely may use these channels to communicate with Member about account status, program changes, Related Rules, special offers or promotions, or other matters Lovely believes may be of interest to Member.

Membership can be cancelled at any time before next billing cycle, without penalty. Memberships must be cancelled in-store, via email at Lovelybeautybarteam@gmail.com, or online. To cancel your membership, please send your name, phone, email and the date you'd like to cancel to lovelybeautybarteam@gmail.com.

Unused blowouts "rollover" month to month and never expire during membership. Unused blowouts and discounts have no cash value. Any unused blowouts must be redeemed within 45 days of membership cancellation or they will expire forever. Member is not entitled to redeem unused blowouts or discounts for cash or store credit and Member is not entitled to a refund for any unused blowouts or discounts at any time during membership or upon cancelation.

The membership fees will recur monthly until cancelled by the member. Each Member agrees and understands that the Member's credit card will automatically be charged the applicable monthly fee. It is each Member's responsibility to keep Lovely Beauty Bar informed of accurate billing information. A new form must be completed for any changes in billing information. The monthly fee will be charged automatically and approximately on the same day of the month that the original purchase was made.

If Lovely Beauty Bar terminates any Lovely membership, the Member's credit card will not be charged for the next billing period and the terms applicable to canceled memberships will apply.

### Program Enrollment:

A Program participant is any customer who pays the monthly fee to enroll at Lovely Beauty Bar’s West Allis Location. The day the Participant pays is the first day of the Participant’s month and the month will last 30 days after the first day of the Participant’s month (“Month”). After the Month ends, Lovely has the right to charge the Participant’s credit card on file to start the next Month. The Participant may terminate its participation in the Program and Program Benefits by notifying Lovely Beauty Bar where the Participant enrolled that the Participant wishes to unenroll (notification may be done in writing or orally) or online.

**Additional Terms and Conditions:**

Any unused portion of dollars, fees, services on the account of the Participant are not refundable, exchangeable, replaceable or transferable unless specifically permitted by these Program Terms.

Any unused monthly manicures are lost at the end of the Month.

LOVELY BEAUTY BAR, LIMITED LIABILITY COMPANY, AND EACH OF ITS PARENT AND AFFILIATED ENTITIES, AND THEIR RESPECTIVE AGENTS, LICENSEES, VENDORS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS AND REPRESENTATIVES (COLLECTIVELY, THE “RELEASED PARTIES”) WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ANY AND ALL PARTICIPANTS AGAINST ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES) TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY, ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF A PROGRAM BENEFIT, AND/OR PARTICIPATING IN THE PROGRAM, PROGRAM-RELATED ACTIVITIES AND/OR ACTIVITIES RELATED TO ANY PROGRAM BENEFIT. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PROGRAM BENEFIT CANNOT BE AWARDED FOR ANY REASON. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DELAY IN OR FAILURE TO PERFORM DUE TO CAUSES BEYOND THE RELEASED PARTIES’ CONTROL, INCLUDING, WITHOUT LIMITATION, ANY ACT OF GOD, ACT OF WAR, STRIKE OR LABOR DISPUTE, NATURAL DISASTER, WEATHER, TERRORISM, OR ANY ACT OR OMISSION OF A THIRD PARTY. LOVELY BEAUTY BAR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER REASON WITH RESPECT TO THE PROGRAM BENEFITS AND/OR THE PROGRAM.

**Terms Of Use:**

Lovely Beauty Bar Holdings LLC operates this website (the “Website”) and is hereinafter referred to as “we”, “us” or “Lovely”. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE. YOUR USE OF THIS WEBSITE (INCLUDING YOUR PURCHASE OF PRODUCTS ON OR THROUGH THIS WEBSITE) CONFIRMS YOUR UNCONDITIONAL ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THIS WEBSITE.

1. Products, Content and Specifications. All features, content, specifications, products and prices of products and services described or depicted on this Website are subject to change at any time without notice. All product descriptions are approximate and are provided for convenience purposes only. We make all reasonable efforts to accurately display the attributes of our products, including the applicable colors; however, the actual color you see will depend on your computer system and we cannot guarantee that your computer will accurately display such colors. The inclusion of any products or services in this Website at a particular time does not imply or warrant that these products or services will be available at any time. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased from this Website. By placing an order, you represent that the products ordered will be used only in a lawful manner.

2. Eligibility to Order/Purchase. In order to place an order on this Website or schedule an appointment, you must: (i) be 16 years of age or older, and (ii) be a consumer, not a reseller.

3. Shipping Limitations. When an order is placed, it will be shipped to an address designated by the purchaser as long as that shipping address is compliant with the shipping restrictions contained on this Website. All purchases from this Website are made pursuant to a shipment contract. As a result, risk of loss and title for items purchased from this Website pass to you upon delivery of the items to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments.

4. Accuracy of Information. We attempt to ensure that information on this Website is complete, accurate and current. Despite our efforts, the information on this Website may occasionally be inaccurate, incomplete or out of date. We make no representation that any information contained on the Website is complete, accurate or current. For example, products included on the Website may be unavailable, may have different attributes than those listed, or may actually carry a different price than that stated on the Website. In addition, we may make changes in information about price and availability without notice. While it is our practice to confirm orders by email, the receipt of an email order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service. We reserve the right, without prior notice, to limit the order quantity on any product or service and/or to refuse service to any customer. We also may require verification of information prior to the acceptance and/or shipment of any order.

5. Use of this Website. The Website design and all text, graphics, information, content, and other material displayed on or that can be downloaded from this Website are either the property of, or used with permission by, Lovely Beauty Bar and are protected by copyright, trademark and other laws and may not be used except as permitted in these Terms and Conditions or with the prior written permission of the owner of such material. You may not modify the information or materials located on this Website in any way or reproduce or publicly display, perform, or distribute or otherwise use any such materials for any public or commercial purpose. Any unauthorized use of any such information or materials may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations. You are responsible for maintaining the confidentiality of your account information and password and for restricting access to such information and to your computer. You agree to accept responsibility for all activities that occur under your account or password.

6. Transactions. If you wish to purchase any product or service made available through the Website (each purchase, a “Transaction”), you may be asked to supply certain information relevant to your transaction including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant to Lovely Beauty Bar the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

We reserve the right to refuse any order you place with us or any appointment scheduled with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order, or appointments scheduled with us. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event we make a change to or cancel an order or appointment, we will attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made or the appointment scheduled. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to pay all charges that may be incurred by you or on your behalf through the Website, at the price(s) in effect when such charges are incurred including, without limitation, all shipping and handling charges and cancellation charges for appointments cancelled outside of the cancellation window. You remain responsible for any taxes that may be applicable to your Transactions.

7. Trademarks. Certain trademarks, trade names, service marks and logos used or displayed on this Website are registered and unregistered trademarks, trade names and service marks of us and our affiliates. Other trademarks, trade names and service marks used or displayed on this Website are the registered and unregistered trademarks, trade names and service marks of their respective owners. Nothing contained on this Website grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks, trade names, service marks or logos displayed on this Website without our written permission or the written permission of such third party owner.

8. Linking to this Website. Creating or maintaining any link from another Website to any page on this Website without our prior written permission is prohibited. Running or displaying this Website or any material displayed on this Website in frames or through similar means on another Website without our prior written permission is prohibited. Any permitted links to this Website must comply will all applicable laws, rule and regulations.

9. Third Party Links. From time to time, this Website may contain links to Websites that are not owned, operated or controlled by us or our affiliates. All such links are provided solely as a convenience to you. If you use these links, you will leave this Website. Neither we nor any of our affiliates are responsible for any content, materials or other information located on or accessible from any other Website. Neither we nor any of our affiliates endorse, guarantee, or make any representations or warranties regarding any other Website, or any content, materials or other information located or accessible from such Websites, or the results that you may obtain from using such Websites. If you decide to access any other Website linked to or from this Website, you do so entirely at your own risk.

10. Inappropriate Material. You are prohibited from posting or transmitting any unlawful, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. In addition to any remedies that we may have at law or in equity, if we reasonably determine that you have violated or are likely to violate the foregoing prohibitions, we may take any action we reasonably deem necessary to cure or prevent the violation, including without limitation, the immediate removal from this Website of the related materials. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

11. User Information. Other than personally identifiable information, which is subject to this Website’s Privacy Policy, any material, information, suggestions, ideas, concepts, know-how, techniques, questions, comments or other communication you transmit or post to this Website in any manner (“User Communications”) is and will be considered non-confidential and non-proprietary. We, each of our affiliates and/or our designees may use any or all User Communications for any purpose whatsoever, including, without limitation, reproduction, transmission, disclosure, publication, broadcast, development, manufacturing and/or marketing in any manner whatsoever for any or all commercial or non-commercial purposes. We may, but are not obligated to, monitor or review any User Communications. We shall have no obligation to use, return, review, or respond to any User Communications. We will have no liability related to the content of any such User Communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. We retain the right to remove any or all User Communications that includes any material we deem inappropriate or unacceptable.

12. Gift Cards. Gift cards are redeemable at Lovely Beauty Bar retail locations only. Gift cards cannot be transferred, exchanged or resold and cannot be redeemed for cash (except where required by law). Gift cards may not be used towards the purchase of a membership. Gift cards have no expiration date and no fees. Gift cards are nonrefundable and cannot be replaced if lost or stolen.  Lovely Beauty Bar’s Gift Card policy is incorporated into these terms and conditions in its entirety.

13. Return Policy. Lovely Beauty Bar’s return and refund policy is incorporated into these terms and conditions in its entirety.

14. DISCLAIMERS OF WARRANTIES. YOUR USE OF THIS WEBSITE (INCLUDING PURCHASE OF PRODUCTS ON OR THROUGH THIS WEBSITE) IS AT YOUR RISK. WE MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE WEBSITE OR ANY TRANSACTION THAT MAY BE CONDUCTED ON OR THROUGH THE WEBSITE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

15. Jurisdictional Issues. This Website is controlled and operated by Lovely Beauty Bar from the United States and is not intended to subject Lovely Beauty Bar to the laws or jurisdiction of any state, country or territory other than that of the United States. Lovely Beauty Bar does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access the Website, you do so on your own initiative and at your own risk, and you are responsible for complying with all local laws, rules and regulations. We may limit the Website’s availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

16. Revisions to these Terms and Conditions. We may revise these Terms and Conditions at any time and from time to time by updating this posting. You should visit this page from time to time to review the then current Terms and Conditions because they are binding on you. Certain provisions of these Terms and Conditions may be superseded by expressly designated legal notices or terms located on particular pages at this Website.

17. Choice of Law; Jurisdiction. These Terms and Conditions supersede any other agreement between you and us to the extent necessary to resolve any inconsistency or ambiguity between them. These Terms and Conditions will be governed *exclusively* by and construed in accordance with the laws of the State of Wisconsin, without giving effect to any principles of conflicts of laws.

18. Arbitration. BY USING THIS WEBSITE IN ANY WAY, YOU ARE EXPRESSLY AGREEING TO WAIVE YOUR RIGHT TO A JURY TRIAL.  In addition, by using this Website in any way, you unconditionally consent and agree that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) you may have against the officers, directors and employees of Lovely Beauty Bar and its parent, subsidiaries, affiliates (all such individuals and entities collectively referred to herein as the “company entities”) arising out of, relating to, or connected in any way with the Website or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held exclusively in Milwaukee, Wisconsin; (4) the arbitrator’s decision shall be controlled by the Terms and Conditions of this Website and any of the other agreements referenced herein that the applicable user may have entered into in connection with the Website; (5) the arbitrator shall apply Wisconsin law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only your and/or the applicable company entity’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against you or any company entity; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any Lovely Beauty Bar entity exceeds $125 USD, and you are unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Lovely Beauty Bar agrees to pay them and/or forward them on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, the company will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor the company shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [http://www.jamsadr.com](http://www.jamsadr.com/).

19. Termination. You or we may suspend or terminate your account or your use of this Website at any time, for any reason or for no reason. You are personally liable for any orders that you place or charges that you incur prior to termination. We reserve the right to change, suspend, or discontinue all or any aspect of this Website at any time without notice.

20. Additional Assistance. If you do not understand any of the foregoing Terms and Conditions or if you have any questions or comments, we invite you to contact Lovely Beauty Bar Customer Service at lovelybeautycompany@gmail.com