

**EDUCATION PLAYGROUND  
MOBILE APPLICATION END USER LICENSE AGREEMENT**

This Mobile Application End User License Agreement (“Agreement”) is a binding agreement between You, the employee of the Regis franchisee (“You”) and Regis Corporation and its subsidiaries and affiliates (“Company”, “We” or “Us”). This Agreement governs Your use of the Application (defined below) available for download on the iOS or Android mobile platform of Your mobile device (“Mobile Device”).

**This Agreement includes an Arbitration Agreement that governs any disputes between You and Us. Unless You opt out as described below, this Arbitration Agreement will:**

- **Eliminate Your right to a trial by jury; and**
- **Substantially affect Your rights, including preventing You from bringing, joining or participating in class or consolidated proceedings.**

BY DOWNLOADING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

ALL PERSONAL INFORMATION PROVIDED TO US AS A RESULT OF YOUR USE OF THE APPLICATION WILL BE HANDLED IN ACCORDANCE WITH OUR PRIVACY POLICY AND TERMS OF USE. BY DOWNLOADING THIS APPLICATION, YOU AGREE TO THE TERMS OF OUR PRIVACY POLICY LOCATED AT <https://www.regiscorp.com/about-regis/legal/privacy-policy.html>, AND OUR TERMS OF USE LOCATED AT <https://www.regiscorp.com/about-regis/legal/terms-of-use.html>, BOTH OF WHICH ARE EXPRESSLY INCORPORATED HEREIN. BEFORE DOWNLOADING THE APPLICATION, PLEASE CAREFULLY REVIEW OUR PRIVACY POLICY AND TERMS OF USE. TO THE EXTENT THERE ARE INCONSISTENCIES BETWEEN THIS AGREEMENT AND OUR PRIVACY POLICY OR THE TERMS OF USE, THIS AGREEMENT WILL CONTROL, BUT ONLY TO THE EXTENT CONFLICTING.

**1. General.** The Application is licensed, not sold, to You by Company for use solely on Your Mobile Device in connection with Your employment at a Regis franchised location (“Franchised Location”), strictly in accordance with the terms and conditions of this Agreement, and any “usage rules” established by Company or any applicable third party vendors (“Usage Rules”), which are incorporated herein by this reference. The term “Application” shall refer to and consist of the following: (i) the Education Playground mobile software application downloadable on Your Mobile Device, including, without limitation, any and all software code, scripts, interfaces, graphics, displays, videos, still and moving images, audio, text, content, documentation and other components; (ii) any updates, modifications or enhancements to the items listed in subsection (i); and (iii) any specific website the Application directs You to via any browser located on Your Mobile Device.

**2. License Grant and Restrictions on Use.**

**2.1 License Grant.** Company grants You a revocable, non-exclusive, non-transferable, limited right to use the Application solely on Your Mobile Device, and to access and use the Application on such Mobile Device strictly in accordance with the terms and conditions of this Agreement, the Usage Rules and any agreements or licenses associated with Your Mobile Device, including those of Apple, Inc. (collectively “Related Agreements”). Your license to use the Application is conditioned upon You being an employee at the Franchised Location. If You are no longer an employee at the Franchised Location, Your license to use the Application will automatically terminate and You may not use the Application.

**2.2 Restrictions on Use.** You shall use the Application strictly in accordance with the terms of this Agreement and the Related Agreements and shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Application; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Application; (c) violate any applicable laws, rules or regulations in connection with Your access or use of the Application; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Company or its affiliates, partners, suppliers or the licensors of the Application; (e) use the Application for any commercial purpose except in connection with Your employment at the Franchised Location; (f) install, use or permit the Application to exist on any device other than Your Mobile Device; (g) copy or distribute the Application to multiple devices or delete the Application from Your Mobile Device; (h) make the Application available over a network or other environment permitting access or use by multiple devices or users at the same time; (i) use the Application for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for the Application and any services, product or software offered by Company; (j) use the Application to send automated queries to any website or to send any unsolicited commercial email; (k) use any proprietary information, copyrights, trademarks, or interfaces of Company or other intellectual property of Company in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the Application; or (l) access or use of the Application outside of the United States.

### **3. Intellectual Property Rights.**

**3.1 Rights to Application.** You acknowledge and agree that the Application and all copyrights, patents, trademarks, trade secrets and other intellectual property rights associated therewith are, and shall remain, the property of Company. Furthermore, You acknowledge and agree that the source and object code of the Applications and the format, directories, queries, algorithms, structure and organization of the Application and all still and moving images and graphics are the intellectual property and proprietary and confidential information of Company and its affiliates, licensors and suppliers. Except for Your limited license to use the Application on Your Mobile Device as set forth herein, You are not granted any intellectual property rights in or to the Application by implication, estoppel or other legal theory, and all rights in and to the Application not expressly granted in this license are hereby reserved and retained by Company.

**3.2 Third Party Software.** The Application may utilize or include third party software that is subject to open source and third party license terms (“Third Party Software”). You acknowledge and agree that Your right to use such Third Party Software as part of the Application is subject to and governed by the terms and conditions of the open source or third party license applicable to such Third Party Software, including, without limitation, any applicable acknowledgements, license terms and disclaimers contained therein. In the event of a conflict between the terms of this license and the terms of such open source or third party licenses, the terms of the open source or third party licenses shall control with regard to Your use of the relevant Third Party Software. In no event, shall the Application or components thereof be deemed to be “open source” or “publicly available” software.

**3.3 Company's Marks.** You are not authorized to use the Company trademarks or copyrightable materials in any advertising, publicity or in any other commercial manner without the prior written consent of Company, which may be withheld for any or no reason.

**3.4 Infringement Acknowledgement.** You and Company acknowledge and agree that, in the event of a third party claim that the Application or Your possession or use of the Application infringes any third party's intellectual property rights, You (and not Company) will be responsible for the investigation, defense, settlement and discharge of any such claim of intellectual property infringement. You will, however, promptly notify Company in writing of such a claim.

**4. Restriction on Transfer.** You may not rent, lease, lend, sublicense or transfer the Application, this Agreement or any of the rights granted hereunder without the prior, express, written consent of Company, which Company has the sole right to withhold. Any attempted transfer in contravention of this provision shall be null and void and of no force or effect.

## **5. Use of Information.**

**5.1 Consent to Collection and Use of Information.** You hereby authorize and consent to the collection, storage, use, and transfer by Company and its affiliates, partners and agents, of any information and data related to or derived from Your use of the Application (including use by Your users), or on Your Mobile Device, and any information or data that You provide to Company and its affiliates, partners and licensors ("Information"). Without limiting the generality of the foregoing, the Information shall include, without limitation, the following types of information and data, in an aggregate and user level form: search requests, search results, patterns, data and suggestions based on user actions. The Information may include any information or data that is personally identifiable to You or Your authorized users and You and Your users hereby consent to the collection and use of such Information by the Company. The Information will be treated as being non-confidential and nonproprietary, and Company assumes no obligation to protect confidential or proprietary information from disclosure and will be free to reproduce, use, and distribute the Information to others without restriction. We will also be free to use any ideas, concepts, know-how or techniques contained in the Information for any purpose whatsoever including, without limitation, developing, manufacturing and marketing products and services incorporating such Information, and You hereby assign all right, title, and interest in and to the foregoing to the Company.

## **6. Third Party Content and Services.**

**6.1 General.** You acknowledge that the Application may contain and/or permit access to products, services, websites, advertisements, promotions, recommendations, advice, information, and materials created and provided by advertisers, publishers, content partners, marketing agents, vendors and other third parties ("Third Party Content and Services").

**6.2 Disclaimer.** You acknowledge that Company does not investigate, monitor, represent or endorse the Third Party Content and Services (including any third party websites available through the Application). Furthermore, Your access to and use of the Third Party Content and Services is at Your sole discretion and risk, and Company and its affiliates, partners, suppliers and licensors shall have no liability to You arising out of or in connection with Your access to and use of the Third Party Content and Services. Company hereby disclaims any representation, warranty or guaranty regarding the Third Party Content and Services, whether express, implied or statutory, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, and any

representation, warranty or guaranty regarding the availability, quality, reliability, features, appropriates, accuracy, completeness, or legality of the Third Party Content and Services.

**6.3 Third Party Terms of Service.** You acknowledge and agree that Your access to and use of the Third Party Content and Services and any correspondence or business dealings between You and any third party located using the Application are governed by and require Your acceptance of the terms of service of such third party, including, without limitation, any terms, privacy policies, conditions, representations, warranties or disclaimers contained therein. Furthermore, You acknowledge and agree that the Third Party Content and Services and any related third party terms of service are subject to change by the applicable third party at its sole discretion and without any notice. You assume all risks arising out of or resulting from Your transaction of business over the Internet and with any third party, and You agree that Company and its affiliates, partners, suppliers and licensors are not responsible or liable for any loss or result of the presence of information about or links to such advertisers or service providers. Furthermore, You acknowledge and agree that You are not being granted a license to (i) the Third Party Content and Services; (ii) any products, services, processes or technology described in or offered by the Third Party Content and Services; or (iii) any copyright, trademark, patent or other intellectual property rights in the Third Party Content or Services or any products, services, processes or technology described or offered therein.

**6.4 Endorsements.** You acknowledge and agree that the provision of access to any Third Party Content and Services shall not constitute or imply any endorsement by Company or its affiliates of such Third Party Content and Services. Company reserves the right to restrict or deny access to any Third Party Content and Services otherwise accessible through the Application, although Company has no obligation to restrict or deny access even if requested by You.

**6.5 Use of Third Party Content and Services.** You agree that the Third Party Content and Services contain proprietary information and material that is owned by Company and its affiliates, partners, suppliers and licensors and is protected by applicable intellectual property and other laws, including, without limitation, pursuant to copyright, and that You will not use such proprietary information or materials in any way whatsoever except for permitted use of the Third Party Content and Services. No portion of the Third Party Content and Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Third Party Content and Services, in any manner, and You shall not exploit the Third Party Content and Services in any unauthorized way whatsoever, including, without limitation, by trespass or burdening network capacity. You agree that You will not use any Third Party Content and Services in a manner that would infringe or violate the rights of any other party, and that Company is not in any way responsible for any such use by You.

## **7. Term and Termination.**

**7.1 Term.** This Agreement shall be effective when You download the Application and acknowledge Your acceptance to this Agreement, and it will continue in effect until terminated by You or Company as set forth in Section 8. Any termination of the Agreement shall automatically terminate Your license to use the Application. Any termination of this license shall automatically terminate this Agreement.

**8. Termination.** In addition to any other termination rights set forth in this Agreement: (a) You may terminate this Agreement by deleting the Application and all copies thereof from Your Mobile Device; (b) Company may suspend or immediately terminate this Agreement, at any time and for any or no reason, without notice, in its sole and absolute discretion. If You are no longer an employee at the Franchised Location or fail to comply with any terms or conditions of this Agreement, then this Agreement shall terminate automatically, without any notice or other

action by Company. Upon any termination of this Agreement, You shall cease all use of the Application and delete the Application from Your Mobile Device.

**9. Compatibility.** Company does not warrant that the Application will be compatible or interoperable with Your Mobile Device or any other piece of hardware, software, equipment or device installed on or used in connection with Your Mobile Device. Furthermore, You acknowledge that compatibility and interoperability problems can cause the performance of Your Mobile Device to diminish or fail completely, and may result in permanent damage to Your Mobile Device, loss of the data located on Your Mobile Device, and corruption of the software and files located on Your Mobile Device. You acknowledge and agree that Company and its affiliates, partners, suppliers and licensors shall have no liability to You for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

**9.1 Accessibility and the Americans with Disabilities Act (“ADA”).** You acknowledge and agree that if you need a reasonable accommodation to access any content in this Application due to a disability, you will notify your employer to begin the process of engaging in the interactive process to determine whether and what reasonable accommodation can be made.

**10. Product Claims.** You acknowledge that You (not Company) are responsible for addressing any third party claims relating to Your use or possession of the Application, and agree to notify Company of any third party claims relating to the Application of which You become aware. Furthermore, You hereby release Company from any liability resulting from Your use or possession of the Application, including, without limitation, the following: (i) any product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation.

**11. Disclaimer of Warranties.** YOU ACKNOWLEDGE AND AGREE THAT THE APPLICATION AND ANY THIRD PARTY CONTENT AND SERVICES ARE PROVIDED ON AN “AS IS”, “WITH ALL FAULTS”, AND “AS AVAILABLE” BASIS, AND THAT YOUR USE OF OR RELIANCE UPON YOUR MOBILE DEVICE, APPLICATION, AND ANY THIRD PARTY CONTENT AND SERVICES ACCESSED THEREBY IS AT YOUR SOLE RISK AND DISCRETION. COMPANY AND ITS AFFILIATES, PARTNERS, SUPPLIERS AND LICENSORS HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES REGARDING YOUR MOBILE DEVICE, APPLICATION, AND THIRD PARTY CONTENT AND SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY AND ITS AFFILIATES, PARTNERS, SUPPLIERS AND LICENSORS MAKE NO REPRESENTATIONS, WARRANTIES, GUARANTEES, OR COVENANTS REGARDING THE DESIGN, CONDITION, QUALITY, CAPACITY, OR WORKMANSHIP OF YOUR MOBILE DEVICE, APPLICATION, OR ANY THIRD PARTY CONTENT AND SERVICES, AND DO NOT REPRESENT, WARRANT, GUARANTEE, OR COVENANT THAT (i) THE APPLICATION OR THIRD PARTY CONTENT AND SERVICES WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE OR ERROR-FREE; OR (ii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE APPLICATION OR THIRD PARTY CONTENT AND SERVICES WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (iii) ANY ERRORS OR DEFECTS IN YOUR MOBILE DEVICE, APPLICATION, OR THIRD PARTY CONTENT AND SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR FROM YOUR MOBILE DEVICE, APPLICATION, OR THIRD PARTY CONTENT AND SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY, GUARANTY, OR COVENANT. YOU ACKNOWLEDGE THAT COMPANY HAS NO OBLIGATION TO CORRECT ANY DEFECTS OR ERRORS OR OTHERWISE SUPPORT OR MAINTAIN YOUR MOBILE DEVICE AND/OR APPLICATION.

**12. Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL COMPANY OR ITS AFFILIATES, PARTNERS, SUPPLIERS OR LICENSORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (THE “COMPANY RELEASED PARTIES”) BE LIABLE FOR, AND YOU HEREBY RELEASE THE COMPANY RELEASED PARTIES FROM, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE YOUR MOBILE DEVICE, APPLICATION, AND ANY THIRD PARTY CONTENT AND SERVICES, INCLUDING, WITHOUT LIMITATION, MALFUNCTIONS, DEFECTS, INOPERABILITY, INFRINGEMENT, OR YOUR FAILURE OR INABILITY TO OPERATE, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY'S TOTAL, AGGREGATE LIABILITY TO YOU (WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. YOUR SOLE REMEDY (AND COMPANY'S SOLE LIABILITY) UNDER THIS AGREEMENT IS TO TERMINATE THIS AGREEMENT.

**13. Indemnification.** You shall indemnify, defend and hold harmless the Company Released Parties from and against any claim, proceeding, loss, damage, fine, penalty, interest and expense (including, without limitation, attorneys' fees and costs) arising out of or related to the following: (i) Your access to or use of Your Mobile Device, Application, and/or Third Party Content and Services; (ii) Your breach of this Agreement and/or the license herein granted, or any third party license; (iii) Your violation of law; (iv) Your negligence or willful misconduct; or (v) Your violation of the rights of a third party, including the infringement of any intellectual property or misappropriation of any proprietary right or trade secret of any person or entity. These obligations will survive any termination of the Agreement and/or license. The indemnification set forth herein further serves to indemnify Company from Your breach of any other license terms and agreements relating to Your Mobile Device as well as Your unauthorized use, duplication, reproduction, or publication of copyrighted materials included with Your Mobile Device.

#### **14. Arbitration Agreement with Class Action Waiver.**

**14.1 Mandatory Binding Individual Arbitration.** Except as expressly provided below, You agree that any dispute, claim, case, or controversy (whether based in tort, contract, statute, regulation, ordinance, equity or any other legal theory) between You and Regis (whether arising out of or relating to past, present or future acts or omissions) (“Claims”) shall be exclusively resolved by binding arbitration on an individual basis, rather than in court (“Arbitration Agreement”).

**14.2 Waiver of Class Actions.** You and Regis each agree that each party will assert Claims in arbitration only in our individual capacity, and not as a representative or member of any purported class. We each agree that we will not participate in any class, mass, collective, consolidated, private attorney general or other representative arbitration proceeding. Each party agrees that the arbitrator has no authority to arbitrate Claims on a class-wide basis and shall not consolidate, combine, or jointly arbitrate Claims of more than one person in a single arbitration.

Waiver of Jury Trial. Each party waives its constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, electing instead to resolve by binding arbitration all Claims.

**14.3 Opt-out.** You may opt out of this Arbitration Agreement if you send Regis a signed, written opt-out notice within thirty (30) days of your initial visit to the Service. **Any opt-out notice shall be sent to Regis at: Regis Corporation, Attn: Legal Department, 7201 Metro Boulevard, Minneapolis, MN 55439.**

**14.4 Claims Not Subject to Arbitration.** There are only three exceptions to this Arbitration Agreement:

- **Small Claims.** Either party may bring individual Claims in small claims court.

- **Personal Injury Claims.** Both parties must litigate personal injury Claims in court. For purposes of this exception, personal injury Claims are Claims arising from injury to the physical structure of the human body.
- **Emergency Equitable Relief.** Either party may seek temporary injunctive relief or other equitable relief in court pending arbitration. A request for interim measures will not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

**14.5 Arbitration Procedures.** Either party may initiate an arbitration proceeding, which will be conducted by a single neutral arbitrator.

**14.6 Arbitration Provider.** Each party will initiate arbitration before JAMS, Inc. (“JAMS”) or any successor to JAMS, which is an alternative dispute resolution provider (“ADR Provider”). In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a “Demand for Arbitration”, then either party can elect to have the arbitration administered by another mutually agreeable arbitration administration service who will hear the case.

**14.7 Arbitration Rules.** The arbitration will be conducted under the JAMS Streamlined Arbitration Rules and Procedures (available at [www.jamsadr.com](http://www.jamsadr.com)) (“Arbitration Rules”). The rules of the ADR Provider will govern all aspects of the arbitration, except to the extent such rules are in conflict with this Arbitration Agreement.

**14.8 Arbitration Location.** If an in-person hearing is required, then it will take place in Minneapolis, MN, Chicago, IL, New York City, NY, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to your residence), unless the claimant primarily resides outside the United States (in which case the arbitrator will give the parties reasonable notice of the date, time and place of any oral hearings).

**14.9 Fees.** Payment of all filing, administrative, and arbitrator fees will be governed by the Arbitration Rules.

**14.10 Arbitrator’s Authority and Award.** The arbitrator will decide the rights and liabilities, if any, of the parties, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any Claim. The arbitrator will have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the ADR Provider’s Rules, and this Arbitration Agreement. The arbitrator will issue a written award and reasoned statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. Any award will be subject to judicial confirmation or entry in any court having jurisdiction.

**14.11 Governing Law.** This Arbitration Agreement is governed by the Federal Arbitration Act and federal arbitration law.

**14.12 Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, will be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph will not prevent a party from submitting to a court of law any information necessary to enforce this Arbitration Agreement or to enforce an arbitration award.

**15. Severability.** If any provision of this Agreement is held to be invalid or unenforceable with respect to a party, the remainder of this Agreement, or the application of such provision to persons other than those to whom it is held invalid or unenforceable shall not be affected and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**16. Waiver.** Except as provided herein, the failure to exercise a right or require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter, nor shall the waiver of a breach constitute waiver of any other or subsequent breach.

**17. Export Control.** You may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction(s) in which the Application was obtained. You represent and warrant that You are not (a) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) listed on any U.S. Government list of prohibited or restricted parties including the Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. You also agree that You will not use the Application for any purposes prohibited by United States law.

**18. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, excluding its conflicts of law principles. Any legal suit, action or proceeding arising out of or related to this Agreement that are not subject to the Arbitration Agreement in Section 14 shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota, in each case located in Minneapolis and Hennepin County. Each party waives any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

**19. Modification or Amendment.** Regis may modify or amend the terms of this Agreement by posting a copy of the modified or amended Agreement on the Regis's (or its affiliate's) website or otherwise providing a copy of the modified or amended Agreement to You. You will be deemed to have agreed to any such modification or amendment by Your decision to continue using the Application following the date in which the modified or amended Agreement is posted or otherwise provided to You.

**20. Survival.** The following sections of this Agreement and any other provisions of this Agreement which by their express language or by their context are intended to survive the termination of this License shall survive such termination: 3-5, 6.2, 6.3, 6.5, 8-16, and 18-22.

**21. Assignment.** You shall not assign, transfer, or sublicense this Agreement or the license or any rights or obligations herein without the prior written consent of Regis and any attempted assignment in contravention of this provision shall be null and void and of no force or effect.

**22. Entire Agreement.** This Agreement including the documents incorporated herein by reference constitute the entire agreement with respect to the Application licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter (including rental of devices).



