PART I

GENERAL PROVISIONS

1. INTRODUCTION

These Terms & Conditions ("Terms") constitute a legally binding agreement between you, the individual accessing or using this website, booking services, purchasing products, submitting information, or otherwise interacting with the Company ("User," "Client," "you," or "your"), and Grit and Glamour LLC, a California limited liability company doing business as AVO Brows & Beauty ("AVO Brows & Beauty," "Company," "we," "us," or "our").

These Terms govern your access to and use of the Company's website, online booking system, digital content, forms, communications, appointment scheduling tools, service descriptions, photographs, videos, educational materials, downloadable content, products, and any other features, functions, or materials made available through or in connection with the Company's online presence.

By accessing this website, submitting information through the website, booking an appointment, paying a retainer, purchasing a product or service, subscribing to communications, or otherwise interacting with the Company electronically, you acknowledge that you have read, understood, and agree to be legally bound by these Terms.

If you do not agree to these Terms, you must not access or use the website, submit information, book appointments, purchase services, or interact with the Company through any online platform.

2. COMPANY IDENTIFICATION

The website and related online services are owned and operated by:

Grit and Glamour LLC
doing business as AVO Brows & Beauty
San Diego, California
Email: avobrowsandbeauty@gmail.com
Phone: 619-880-9555
Website: www.avobrowsandbeauty.com

For purposes of these Terms, references to "Company," "AVO Brows & Beauty," "we," "us," or "our" include Grit and Glamour LLC, its owners, officers, managers, employees, independent contractors, affiliates, service providers, representatives, successors, and assigns, where applicable.

## 3. ACCEPTANCE OF TERMS

Your use of the website constitutes acceptance of these Terms.

You agree to these Terms when you take any of the following actions:

a. Accessing or browsing the website;
b. Clicking "Book Now," "Submit," "I Agree," or any similar button;
c. Scheduling or requesting an appointment;
d. Paying a retainer, deposit, invoice, or service fee;
e. Submitting a contact form, consultation form, photograph, medical information, or other client information;
f. Purchasing a product, service, training, or digital resource;
g. Subscribing to emails, text messages, or other communications;
h. Communicating with the Company through the website, social media, email, text message, or booking platform; or
i. Continuing to use the website after updated Terms are posted.

Your agreement to these Terms is effective as of the first date you access the website or otherwise interact with the Company online.

## 4. LEGAL CAPACITY AND AGE REQUIREMENT

You must be at least eighteen (18) years of age to use this website, book services, purchase products, submit forms, or communicate with the Company regarding services.

By using this website, you represent and warrant that:

a. You are at least eighteen (18) years old;
b. You have the legal authority and capacity to enter into these Terms;
c. You are not prohibited from using the website under applicable law;
d. Any information you provide to the Company is true, accurate, current, and complete; and
e. You will comply with these Terms and all applicable laws.

The Company does not knowingly provide permanent makeup services to minors. If the Company becomes aware that a person under eighteen (18) has submitted information through the website, the Company may delete such information and refuse service.

## 5. DEFINITIONS

For clarity, the following terms have the meanings stated below:

"Website" means the Company's website, landing pages, online booking pages, online forms, service pages, blog posts, downloadable materials, digital content, and any related online platforms controlled by the Company.

"Services" means cosmetic tattoo, permanent makeup, brow, lip blush, paramedical tattoo, scar camouflage, inkless stretch mark rejuvenation, body sculpting, training, consultation, educational, and related services offered by the Company.

"Permanent Makeup" means cosmetic tattoo procedures including but not limited to microblading, ombré powder brows, combo brows, nano brows, lip blush, brow correction, color correction, and related procedures.

"Client" means any person who books, receives, inquires about, or pays for services from the Company.

"Retainer" means a non-refundable payment made to reserve appointment time, training space, or service availability. A retainer is not a deposit held in trust and is intended to compensate the Company for reserving time and declining other potential bookings.

"Content" means all text, images, graphics, photographs, videos, logos, branding, forms, consent documents, training materials, educational resources, service descriptions, blog articles, website copy, and other materials appearing on or made available through the website.

"User Content" means any information, reviews, testimonials, photographs, messages, comments, or other materials voluntarily submitted by a user or client to the Company.

## 6. SCOPE OF THESE TERMS

These Terms apply to use of the website and to online interactions with the Company, including appointment scheduling, payment, forms, communications, product purchases, service inquiries, and access to Company content.

These Terms are intended to work together with other Company documents, policies, and agreements, including but not limited to:

a. Privacy Policy;
b. Booking and Cancellation Policy;
c. Permanent Makeup Consent Forms;
d. Medical History Forms;
e. Aftercare Instructions;
f. Media Release Forms;
g. Training Enrollment Agreements;

h. Product Purchase Policies; and
i. Any written service agreement signed by the Client.

If there is a conflict between these Terms and a signed written consent form or service-specific agreement, the more specific document shall control as to the subject matter addressed in that document.

For example, a signed permanent makeup consent form will control the specific informed consent, risks, and treatment acknowledgments related to a cosmetic tattoo procedure. These Terms will continue to govern website use, booking, payment, intellectual property, communications, and general legal provisions.

## 7. NO PROVIDER-CLIENT RELATIONSHIP CREATED BY WEBSITE USE

Use of this website does not create a provider-client, artist-client, medical, professional, fiduciary, or confidential relationship between you and the Company.

A provider-client relationship is created only after the Company accepts you as a client, confirms an appointment, and, where applicable, you complete all required forms, disclosures, and consent documents.

Submitting an inquiry, uploading photographs, requesting a consultation, or communicating with the Company does not guarantee that services will be provided.

The Company reserves the right to decline services for any lawful reason.

## 8. INFORMATIONAL PURPOSES ONLY

All information provided on the website is for general informational and educational purposes only.

Website content may include information regarding permanent makeup, cosmetic tattooing, skin types, healing, aftercare, contraindications, training, beauty services, and related topics. This information is not intended to replace professional medical advice, diagnosis, treatment, or individualized consultation.

You should not rely on website content as medical advice or as a substitute for consultation with a licensed healthcare provider.

If you have a medical condition, skin condition, allergy, are pregnant or nursing, take medications, have a history of keloids, have previous permanent makeup, or have any concern regarding your candidacy for services, you are responsible for consulting with an appropriate licensed healthcare provider before booking or receiving services.

## 9. NO GUARANTEE OF RESULTS

The Company does not guarantee any specific cosmetic, artistic, healed, medical, financial, educational, or business outcome.

Permanent makeup and cosmetic tattoo results vary from person to person. Results may be affected by factors including but not limited to skin type, skin condition, age, previous permanent makeup, sun exposure, lifestyle, medications, health conditions, immune response, pigment retention, aftercare compliance, and individual healing.

Photographs, testimonials, healed result examples, before-and-after images, videos, and descriptions shown on the website are examples only. They do not constitute a promise, warranty, representation, or guarantee that you will achieve the same or similar result.

Training-related content, if any, does not guarantee licensing, certification acceptance by any governmental authority, business success, income, employment, clientele, or future earnings.

## 10. MODIFICATION OF TERMS

The Company reserves the right to modify, update, revise, replace, or remove portions of these Terms at any time.

Updated Terms will become effective when posted on the website unless otherwise stated.

It is your responsibility to review these Terms periodically. Continued use of the website, booking system, services, or communications after updated Terms are posted constitutes acceptance of the revised Terms.

The effective date at the top of the Terms will reflect the most recent version.

## 11. ADDITIONAL POLICIES

The Company may maintain additional policies that apply to specific services, bookings, products, training programs, or promotions.

Such policies may include, without limitation:

a. Booking and cancellation requirements;
b. Late arrival policies;
c. Retainer policies;
d. Refund policies;
e. Touch-up policies;
f. Training enrollment policies;
g. Product purchase terms;
h. Gift card terms;
i. Photography and media release terms;
j. Privacy practices; and
k. Safety and sanitation requirements.

By booking or purchasing a specific service, product, or training, you agree to comply with all applicable service-specific policies.

## 12. ELECTRONIC COMMUNICATIONS AND SIGNATURES

By using the website, submitting forms, booking appointments, paying invoices, checking acceptance boxes, or communicating electronically with the Company, you consent to receive communications electronically.

You agree that electronic communications, confirmations, disclosures, agreements, notices, policies, and signatures satisfy any legal requirement that such communications be in writing, to the extent permitted by applicable law.

You further agree that clicking an acceptance box, submitting a form, booking an appointment, making payment, or otherwise electronically indicating consent shall have the same legal force and effect as a handwritten signature.

## 13. ACCURACY OF INFORMATION PROVIDED BY USER

You agree that all information you provide to the Company is accurate, complete, and current.

This includes, but is not limited to:

a. Contact information;
b. Medical history;
c. Medication use;
d. Allergies;
e. Skin conditions;
f. Prior permanent makeup;
g. Prior cosmetic procedures;
h. Pregnancy or nursing status;
i. Health conditions that may affect treatment; and
j. Any other information requested by the Company.

The Company is entitled to rely on the information you provide. Failure to provide accurate or complete information may result in refusal of service, cancellation of appointment, forfeiture of retainer, increased risk of complications, unsatisfactory results, or denial of future booking privileges.

## 14. RIGHT TO UPDATE WEBSITE CONTENT

The Company may update, revise, remove, or discontinue any website content, service description, pricing, promotion, availability, photograph, blog post, booking option, or other material at any time without notice.

The Company makes reasonable efforts to keep website information accurate, but does not warrant that all website content is complete, current, or error-free.

In the event of a pricing error, typographical error, outdated service description, incorrect availability, or other mistake, the Company reserves the right to correct the error and cancel or modify any affected booking or transaction to the extent permitted by law.

## 15. INTERPRETATION

For purposes of these Terms:

a. Headings are for convenience only and do not affect interpretation;
b. The words "including," "such as," and similar terms mean "including without limitation";
c. The singular includes the plural and the plural includes the singular;
d. References to the Company include its authorized representatives where applicable;
e. References to the website include any related online booking or communication platform used by the Company; and

f. These Terms shall not be interpreted against the Company solely because the Company drafted them.

16. ACKNOWLEDGMENT

By using the website or booking services, you acknowledge that:

a. You have read these Terms;
b. You understand these Terms;
c. You agree to be bound by these Terms;
d. You are at least eighteen (18) years old;
e. Website content is informational only;
f. Results from permanent makeup and related services are not guaranteed;
g. Additional service-specific consent forms may be required before treatment; and
h. The Company may refuse service for any lawful reason.

PART II

WEBSITE USE, INTELLECTUAL PROPERTY, & ONLINE CONTENT

17. LIMITED LICENSE TO USE THE WEBSITE

Subject to these Terms, Grit and Glamour LLC dba AVO Brows & Beauty ("Company") grants you a limited, personal, non-exclusive, non-transferable, and revocable license to access and use this Website solely for lawful, personal, and non-commercial purposes.

This limited license does not transfer any ownership or intellectual property rights to you.

Except as expressly permitted by these Terms, you may not:

a. Copy, reproduce, modify, republish, distribute, transmit, display, perform, sell, license, rent, lease, or exploit any portion of the Website;

b. Create derivative works from Website content;

c. Reverse engineer, decompile, or otherwise attempt to discover the source code of any Website functionality;

d. Mirror or frame the Website on another website or platform;

e. Use Website content for commercial purposes without the Company's prior written consent;

f. Remove copyright notices, trademarks, watermarks, branding, or proprietary notices; or

g. Use the Website in any manner inconsistent with these Terms.

Any rights not expressly granted herein are reserved by the Company.

## 18. OWNERSHIP OF INTELLECTUAL PROPERTY

Unless otherwise expressly stated, all intellectual property appearing on or made available through the Website is owned exclusively by Grit and Glamour LLC or is used under license.

Protected intellectual property includes, without limitation:

- Business name
- Trade name
- Logos
- Branding
- Taglines
- Website design
- Layout
- Color schemes
- Service descriptions
- Blog articles
- Educational content
- Downloadable resources
- Consent forms
- Intake forms
- Waivers
- Policies
- Training manuals
- PMU curriculum
- Body sculpting curriculum
- Lesson plans
- Presentations
- Videos
- Photographs
- Before-and-after images
- Graphics
- Illustrations
- Audio recordings
- Digital downloads
- Marketing materials

- Advertisements
- Email content
- Social media content
- Original written copy
- Search engine optimization (SEO) content
- Proprietary methods and instructional materials

These materials are protected by applicable United States copyright, trademark, trade secret, and other intellectual property laws.

Nothing contained on this Website shall be interpreted as granting any ownership rights or license beyond the limited license expressly granted in these Terms.

## 19. COPYRIGHT NOTICE

All original content appearing on this Website is protected by copyright law.

No portion of this Website may be copied, reproduced, republished, translated, adapted, stored, distributed, displayed, transmitted, sold, licensed, or otherwise exploited without the Company's prior written consent.

Unauthorized use may result in legal action seeking injunctive relief, monetary damages, statutory damages, attorneys' fees where permitted by law, and any other remedies available under applicable law.

## 20. TRADEMARKS

"AVO Brows & Beauty," together with associated logos, branding, slogans, trade dress, graphics, and other identifying marks, are valuable business assets of Grit and Glamour LLC or its licensors.

Nothing contained on this Website grants permission to use any Company trademark without prior written authorization.

Unauthorized use in connection with competing services, advertising, domain names, social media accounts, keywords, or search engine marketing is strictly prohibited.

## 21. PROTECTION OF EDUCATIONAL MATERIALS

The Company invests substantial time, expertise, and financial resources into developing its educational content.

All training materials, manuals, presentations, demonstrations, instructional videos, written curriculum, worksheets, forms, protocols, checklists, templates, diagrams, educational graphics, and other instructional resources are proprietary confidential information.

Except with prior written authorization, no person may:

a. Copy training materials;

b. Scan or photograph manuals;

c. Record classes;

d. Livestream training sessions;

e. Distribute educational materials;

f. Upload materials to websites or cloud storage for public access;

g. Sell or share materials with third parties;

h. Create competing educational materials substantially derived from the Company's proprietary curriculum; or

i. Remove proprietary notices from educational materials.

Violation of this section may result in immediate termination of access to educational materials, denial of future training opportunities, and pursuit of all available legal remedies.

## 22. WEBSITE CONTENT MAY NOT BE USED TO TRAIN ARTIFICIAL INTELLIGENCE

Without the Company's prior written consent, no person or entity may use, copy, scrape, crawl, harvest, download, extract, reproduce, or otherwise collect any Website content for the purpose of:

- Training artificial intelligence models;
- Developing machine learning systems;
- Building large language models;
- Creating datasets;

- Generating derivative works;
- Operating automated content generation systems; or
- Any substantially similar technological purpose.

The Company expressly reserves all rights relating to its original content.

## 23. SCRAPING, DATA MINING, AND AUTOMATED ACCESS

You agree not to use robots, spiders, crawlers, scrapers, bots, artificial intelligence tools, automated scripts, data mining software, or similar technologies to:

- Access Website content;
- Download photographs;
- Harvest contact information;
- Extract pricing;
- Collect service descriptions;
- Copy blog articles;
- Monitor Website activity;
- Create databases;
- Generate competing content; or
- Circumvent security measures.

Unauthorized automated access constitutes a material violation of these Terms.

## 24. BEFORE-AND-AFTER PHOTOGRAPHS

All photographs appearing on this Website are the exclusive property of Grit and Glamour LLC unless otherwise indicated.

Photographs may include before-and-after treatment results, healed results, educational examples, or marketing materials.

No person may download, reproduce, alter, remove watermarks, edit, republish, or otherwise use these photographs without prior written authorization.

Separate written media releases govern the Company's use of client photographs.

Nothing contained in these Terms grants permission for third parties to reproduce Company photographs.

## 25. USER SUBMISSIONS

Users may voluntarily submit inquiries, reviews, testimonials, photographs, comments, messages, or other content ("User Content") through the Website or other Company communication channels.

By voluntarily submitting User Content, you represent that:

a. You own or have the legal right to submit such content;

b. The content does not violate any third-party rights;

c. The content is truthful to the best of your knowledge;

d. Submission of the content does not violate any law or contractual obligation.

Unless otherwise prohibited by law or governed by a separate written agreement, you grant the Company a non-exclusive, royalty-free, worldwide license to use, reproduce, display, publish, and distribute User Content for lawful business purposes, including customer service, marketing, education, and promotion.

## 26. COMPANY'S RIGHT TO REMOVE CONTENT

The Company reserves the right, but assumes no obligation, to monitor Website activity and remove, edit, refuse, or disable any User Content that the Company reasonably believes:

- Violates these Terms;
- Is defamatory;
- Is fraudulent;
- Is misleading;
- Is abusive;
- Is obscene;
- Is unlawful;
- Infringes intellectual property rights; or
- Interferes with Website operations.

Removal of content shall not create liability to the Company.

27. PROHIBITED WEBSITE USE

Users agree not to:

a. Violate any federal, state, or local law;

b. Misrepresent identity or affiliation;

c. Interfere with Website security;

d. Attempt unauthorized access to Company systems;

e. Upload malware, ransomware, viruses, or malicious code;

f. Circumvent Website security measures;

g. Attempt denial-of-service attacks;

h. Use false information when booking appointments;

i. Harass Company staff;

j. Use the Website for fraudulent purposes;

k. Interfere with other users' access;

l. Use the Website in any manner that could damage the Company's reputation; or

m. Encourage others to violate these Terms.

28. THIRD-PARTY WEBSITES

The Website may contain links to third-party websites or services for your convenience.

The Company does not own, control, or endorse third-party websites and makes no representations regarding their accuracy, availability, security, products, or services.

Access to third-party websites is entirely at your own risk.

The Company shall not be responsible for any damages arising from your use of third-party websites.

## 29. SOCIAL MEDIA

The Company maintains social media accounts for informational and marketing purposes.

Comments, direct messages, tags, reviews, or other interactions on social media do not create a professional relationship between you and the Company.

The Company reserves the right to remove comments from Company-controlled social media pages where permitted by applicable platform rules and law.

## 30. NO RELIANCE ON WEBSITE CONTENT

Although the Company makes reasonable efforts to keep Website information accurate and current, Website content is provided "as is" and "as available."

The Company does not warrant that:

a. Website content is complete or error-free;

b. Service descriptions remain unchanged;

c. Pricing is always current;

d. Availability reflected online is accurate;

e. The Website will operate without interruption;

f. The Website will be free of viruses or malicious code; or

g. Any information obtained from the Website will meet a user's expectations.

Users are encouraged to contact the Company directly to verify pricing, availability, and service information before booking.

## 31. RESERVATION OF RIGHTS

All rights not expressly granted under these Terms are reserved by Grit and Glamour LLC.

Failure to enforce any intellectual property right or Website restriction shall not constitute a waiver of future enforcement.

The Company expressly reserves the right to pursue all remedies available under applicable law for violations of these Terms, including injunctive relief, damages, recovery of profits where permitted, attorneys' fees when authorized by law or contract, and any other equitable or legal remedies.

PART III

APPOINTMENTS, BOOKINGS, PAYMENTS, RETAINERS & CANCELLATION POLICIES

32. APPOINTMENT REQUESTS

Appointments requested through the Website, email, telephone, social media, text message, or any online booking platform constitute requests for services only.

Submission of an appointment request does not create a contract or guarantee that an appointment has been accepted.

An appointment shall be deemed confirmed only after the Company has accepted the request and issued a confirmation.

The Company reserves the right to refuse or decline appointment requests for any lawful reason.

33. CONSULTATION REQUIREMENT

Certain services may require an in-person or virtual consultation before treatment.

The Company reserves the right to determine whether a consultation is required before scheduling or performing any procedure.

Consultations do not guarantee that treatment will be performed.

Following consultation, the Company may recommend an alternative procedure or decline treatment if doing so is believed to be in the Client's best interest.

34. DISCLOSURE OF PRIOR PERMANENT MAKEUP

Clients must disclose any previous permanent makeup, cosmetic tattooing, microblading, saline removal, laser removal, camouflage procedures, or other cosmetic tattoo procedures before scheduling treatment.

Clients may be required to submit photographs for preliminary review.

Approval of photographs is intended solely as a preliminary screening and does not constitute final approval for treatment.

The Company reserves the right to decline treatment following an in-person evaluation.

Failure to disclose previous permanent makeup before booking may result in cancellation of the appointment, forfeiture of the retainer, or refusal of future services.

## 35. RETAINERS

To reserve appointment time, the Company may require payment of a retainer.

The Client acknowledges that appointment times are reserved exclusively for that Client and that the Company declines other potential appointments during the reserved time.

Accordingly, retainers represent consideration for reserving appointment availability and are not security deposits held in trust.

Unless otherwise required by law or expressly agreed to in writing, retainers are non-refundable.

Where permitted by Company policy, retainers may be transferred to a rescheduled appointment if all applicable rescheduling requirements are satisfied.

## 36. SERVICE PRICING

Service pricing displayed on the Website is subject to change without prior notice.

Quoted pricing is based upon the information provided by the Client before the appointment.

If additional work is required due to undisclosed previous permanent makeup, scar tissue, corrective work, color correction, or additional treatment complexity, the Company reserves the right to adjust pricing or recommend alternative treatment options.

The Client shall be informed of any material pricing adjustment before additional services are performed.

37. PAYMENT TERMS

Unless otherwise agreed in writing, payment in full is due upon completion of services.

The Company may accept various forms of payment, including credit cards, debit cards, electronic payment services, or other approved payment methods.

Returned payments, declined transactions, insufficient funds, or reversed electronic payments remain the responsibility of the Client.

The Company reserves the right to suspend future appointments until outstanding balances have been satisfied.

38. LATE ARRIVALS

Clients are expected to arrive on time for scheduled appointments.

Late arrival may reduce the amount of treatment that can reasonably be performed while maintaining the Company's schedule.

The Company reserves the right to:

a. Shorten the appointment;

b. Reschedule the appointment;

c. Cancel the appointment; or

d. Treat the appointment as a late cancellation or no-show if the Client arrives too late to safely or reasonably complete the scheduled service.

These determinations shall be made at the Company's reasonable discretion.

39. CANCELLATIONS

Appointment times are reserved exclusively for each Client.

If a Client must cancel or reschedule an appointment, notice shall be provided in accordance with the Company's current Booking and Cancellation Policy.

Failure to provide timely notice may result in forfeiture of the applicable retainer.

Repeated cancellations, excessive rescheduling, or repeated failure to comply with scheduling policies may result in refusal of future appointments.

## 40. NO-SHOWS

Clients who fail to appear for a scheduled appointment without appropriate notice may be deemed a "No-Show."

No-Shows negatively impact appointment availability for other clients and may result in:

- Forfeiture of the retainer;
- Requirement of a new retainer before future booking;
- Restriction of online booking privileges; and
- Refusal of future appointments.

## 41. COMPANY CANCELLATIONS

The Company reserves the right to reschedule or cancel appointments due to circumstances beyond its reasonable control, including but not limited to:

- Illness;
- Emergency;
- Equipment malfunction;
- Utility interruption;
- Inclement weather;
- Public health concerns;
- Safety considerations; or
- Other unforeseen circumstances.

When practical, the Company will make reasonable efforts to reschedule affected appointments.

42. REFUND POLICY

Permanent makeup services involve customized cosmetic tattoo procedures that cannot be returned, reversed, or resold after performance.

For this reason, completed services are generally non-refundable.

Clients acknowledge that permanent makeup is an artistic process and that healed results vary significantly between individuals.

Requests for darker pigment, additional density, different artistic preferences, or changes in personal taste do not constitute grounds for a refund.

Nothing contained herein is intended to waive any rights that cannot legally be waived under California law.

43. TOUCH-UP APPOINTMENTS

Many permanent makeup procedures require one or more touch-up appointments to refine healed results.

A touch-up appointment is not a guarantee of a specific cosmetic outcome.

Unless expressly included in the purchased service, touch-up appointments are separate services that may require additional payment.

The need for additional sessions may be influenced by:

- Skin type;
- Skin condition;
- Previous permanent makeup;
- Pigment retention;
- Immune response;
- Lifestyle factors;
- Medications;
- Sun exposure;
- Healing response; and
- Compliance with aftercare instructions.

44. AFTERCARE COMPLIANCE

The Client acknowledges that proper aftercare is an essential component of the healing process.

Failure to follow aftercare instructions may adversely affect healed results, pigment retention, longevity, and overall cosmetic appearance.

The Company shall not be responsible for unfavorable healed results attributable in whole or in part to failure to follow aftercare instructions.

## 45. CHARGEBACKS AND PAYMENT DISPUTES

The Company values open communication and encourages Clients to contact the Company directly regarding any concern before initiating a payment dispute or chargeback.

Initiating a chargeback does not automatically establish that services were defective or improperly performed.

Where services have been provided in accordance with applicable agreements, signed consent forms, booking policies, and these Terms, the Client remains responsible for payment.

The Company reserves the right to submit appointment records, photographs, signed agreements, communications, payment records, treatment documentation, and other relevant evidence in response to payment disputes.

If a chargeback is resolved in favor of the Company, or if the Company otherwise prevails in recovering amounts lawfully owed, the Client may be responsible for the outstanding balance together with any lawful collection costs, court costs, and attorneys' fees where permitted by law or contract.

Nothing in this section limits the Client's right to dispute charges as permitted by applicable law.

## 46. GIFT CERTIFICATES

Gift certificates and promotional certificates are subject to the terms stated at the time of purchase and applicable California law.

Except where required by law:

- Gift certificates are not redeemable for cash;

- Lost or stolen certificates may not be replaced;
- Promotional certificates may be subject to expiration dates or additional restrictions; and
- Certificates may not be combined with other offers unless expressly stated.

47. PROMOTIONS AND DISCOUNTS

The Company may offer promotional pricing, seasonal discounts, referral incentives, package pricing, or limited-time offers.

Unless expressly stated otherwise:

a. Promotions may not be combined;

b. Promotional pricing applies only during the stated promotional period;

c. Promotions have no cash value;

d. Promotions may be modified or discontinued without notice.

48. REFUSAL OF FUTURE BOOKINGS

To protect the safety of staff, clients, and the integrity of the Company's business operations, the Company reserves the right to decline future appointments for any lawful reason, including but not limited to:

- Repeated no-shows;
- Repeated late arrivals;
- Repeated cancellations or rescheduling;
- Harassment or abusive conduct;
- Threatening behavior;
- Fraudulent activity;
- Improper chargebacks;
- Failure to comply with studio policies;
- Failure to disclose relevant medical information;
- Attempts to obtain services through deception or misrepresentation; or
- Conduct that materially interferes with the Company's ability to provide services in a safe and professional manner.

PROFESSIONAL RECOMMENDATIONS AND CLIENT-REQUESTED DEVIATIONS

AVO Brows & Beauty provides services based upon professional judgment, experience, industry standards, and an individualized assessment of each Client's skin type, skin condition, facial anatomy, previous permanent makeup, medical history, and desired aesthetic outcome.

The Company may recommend a particular technique, pigment selection, shape, color, treatment plan, or number of sessions based upon what the Company reasonably believes will produce the safest and most aesthetically appropriate long-term result.

If a Client elects to proceed with a treatment, technique, color, shape, saturation level, or other modification that differs from or is contrary to the Company's professional recommendation, the Client acknowledges and agrees that:

a. The requested service is being performed at the Client's request despite the Company's professional recommendation;

b. The Company makes no representation or warranty regarding the healed appearance, pigment retention, longevity, symmetry, color stability, or overall outcome of the requested deviation;

c. The likelihood of suboptimal cosmetic results, uneven healing, premature fading, poor pigment retention, color migration, oversaturation, color shifting, or the need for corrective procedures may be increased;

d. The Client voluntarily assumes all risks associated with proceeding contrary to the Company's professional recommendation;

e. Dissatisfaction arising from the Client's decision to proceed with a requested deviation shall not constitute grounds for a refund, chargeback, complimentary corrective services, or any claim that the Company failed to perform services in a professional manner; and

f. The Company reserves the right, in its sole professional discretion, to decline any requested service that it reasonably believes may compromise client safety, produce an unsatisfactory result, violate applicable law, or otherwise fall outside the Company's professional standards or scope of practice.

Nothing in this section shall require the Company to perform any service that, in its professional judgment, is inappropriate, unsafe, or unlikely to produce an acceptable cosmetic outcome.

The Client acknowledges that AVO Brows & Beauty may intentionally perform treatment conservatively during an initial procedure, particularly where previous permanent makeup, skin characteristics, or pigment retention concerns exist. The Company may recommend gradually building color or density over multiple sessions rather than risking oversaturation or undesirable long-term healed results. The Client understands that this conservative approach is a professional treatment decision and shall not constitute incomplete performance of services.

PART IV

COSMETIC, AESTHETIC, PARAMEDICAL & WELLNESS SERVICES

49. SCOPE OF SERVICES

Grit and Glamour LLC dba AVO Brows & Beauty ("Company") provides cosmetic, aesthetic, paramedical, educational, and wellness-related services that may change from time to time.

These Terms apply to all services offered by the Company, including, but not limited to:

- Permanent Makeup
- Cosmetic Tattooing
- Microblading
- Nano Brows
- Ombre Powder Brows
- Combo Brows
- Lip Blush
- Brow Color Corrections
- Brow Camouflage
- Scar Camouflage
- Inkless Scar Revision
- Inkless Stretch Mark Rejuvenation
- Paramedical Tattoo Procedures
- Body Sculpting Services
- Fat Cavitation
- Radio Frequency Treatments
- Wood Therapy
- Lymphatic Treatments
- Beauty Consultations
- Cosmetic Consultations
- Educational Services
- Training Programs
- Any additional cosmetic, paramedical, beauty, wellness, or educational service that may be offered by the Company in the future.

Where a separate written agreement governs a particular service, both documents shall apply whenever reasonably possible.

50. PROFESSIONAL JUDGMENT

The Client acknowledges that all services are performed using the professional education, experience, artistic judgment, and clinical discretion of the Company.

Every treatment is customized to the individual Client based upon factors including but not limited to:

- Facial anatomy
- Body anatomy
- Skin condition
- Skin type
- Fitzpatrick skin classification
- Existing scar tissue
- Previous cosmetic procedures
- Previous permanent makeup
- Pigment saturation
- Healing characteristics
- Medical history
- Lifestyle factors
- Desired outcome
- Safety considerations

The Company shall retain sole professional discretion regarding the techniques, pigments, equipment, needle configurations, treatment methods, treatment sequence, number of passes, saturation level, and other professional decisions necessary to safely perform services.

## 51. ARTISTIC DISCRETION

Many services provided by the Company involve artistic judgment.

Artistic outcomes are subjective.

The Client acknowledges that reasonable differences may exist between the Client's personal preferences and the Company's professional artistic judgment.

The Company shall not be deemed to have breached any agreement solely because the Client later desires a different artistic style, color, density, symmetry, saturation level, or cosmetic appearance than was originally performed.

## 52. NO GUARANTEE OF RESULTS

The Company makes no guarantee regarding:

- Cosmetic outcome
- Healing
- Pigment retention
- Longevity
- Scar improvement
- Camouflage effectiveness
- Stretch mark improvement
- Body contouring results
- Fat reduction
- Skin tightening
- Number of sessions required
- Color stability
- Symmetry
- Client satisfaction

Every individual heals differently.

Results vary significantly based upon factors beyond the Company's control.

Before-and-after photographs displayed on the Website or social media represent individual client outcomes only and shall not be interpreted as guarantees or promises of similar results.

## 53. CONSERVATIVE TREATMENT APPROACH

The Company may intentionally perform treatments conservatively during an initial appointment.

A conservative approach may be recommended to:

- Preserve skin integrity;
- Reduce the risk of oversaturation;
- Evaluate healed pigment retention;
- Minimize trauma to the skin;
- Reduce the likelihood of undesirable long-term results;
- Account for previous cosmetic procedures;
- Allow gradual refinement through future sessions.

The Client understands that a conservative treatment approach constitutes a professional treatment decision and shall not be interpreted as incomplete performance of services.

## 54. CLIENT-REQUESTED DEVIATIONS

The Company may recommend specific treatment techniques, colors, pigments, treatment plans, service limitations, or alternative procedures based upon professional judgment.

If the Client requests a service that differs from or is contrary to the Company's recommendation, the Client acknowledges and agrees that:

a. The requested service is being performed solely at the Client's request;

b. The Company does not guarantee the cosmetic outcome of the requested deviation;

c. The risk of poor healing, inadequate retention, oversaturation, discoloration, asymmetry, migration, scarring, additional corrective work, or dissatisfaction may be increased;

d. The Client voluntarily assumes all risks associated with proceeding contrary to the Company's recommendation;

e. Dissatisfaction arising from such deviation shall not constitute grounds for a refund, complimentary corrective work, or chargeback; and

f. The Company reserves the absolute right to refuse any requested treatment that it believes is unsafe, inappropriate, outside its professional standards, or unlikely to produce an acceptable outcome.

## 55. INDIVIDUAL HEALING

The Client understands that healing is influenced by numerous factors outside the Company's control, including but not limited to:

- Age
- Skin type
- Immune response
- Hormonal changes
- Medications
- Medical conditions
- Smoking
- Sun exposure
- Exercise
- Skincare products
- Aftercare compliance

- Previous procedures
- Genetics

Accordingly, healed results cannot be predicted or guaranteed.

## 56. PREVIOUS COSMETIC PROCEDURES

The Client agrees to disclose all previous cosmetic and paramedical procedures relevant to the requested service.

Failure to disclose previous procedures may negatively impact treatment planning and results.

The Company reserves the right to modify, postpone, or decline treatment based upon previous procedures discovered before or during treatment.

## 57. AFTERCARE RESPONSIBILITIES

The Client agrees to follow all written and verbal aftercare instructions.

Failure to follow aftercare instructions may adversely affect healing and final results.

The Company shall not be responsible for outcomes negatively impacted by failure to follow aftercare instructions.

## 58. RIGHT TO MODIFY OR TERMINATE TREATMENT

The Company reserves the right to modify, postpone, discontinue, or refuse treatment at any time if, in its professional judgment:

- Treatment is no longer appropriate;
- Client safety may be compromised;
- Contraindications exist;
- Medical information changes;
- Client expectations become unrealistic;
- The requested procedure exceeds the Company's scope of practice;
- Continuing treatment would violate applicable law or professional standards.

If treatment is discontinued before it begins, any refund of fees or retainer shall be governed by the Company's applicable Booking and Cancellation Policy and any written agreement between the parties.

59. CLIENT ACKNOWLEDGMENT

By booking or receiving services, the Client acknowledges that:

a. Cosmetic, paramedical, aesthetic, and wellness services are individualized and results vary;

b. No guarantee of cosmetic or therapeutic outcome has been made;

c. Professional recommendations are made in the Client's best interest;

d. The Company may decline requests inconsistent with its professional standards;

e. Healing and long-term results are affected by factors outside the Company's control; and

f. Additional informed consent documents, medical questionnaires, procedure-specific disclosures, and waivers may be required before services are performed.

PART V

DISCLAIMERS, ASSUMPTION OF RISK, LIMITATION OF LIABILITY & LEGAL PROTECTIONS

60. GENERAL DISCLAIMER

The Website, all services, educational materials, consultations, communications, products, and information provided by Grit and Glamour LLC dba AVO Brows & Beauty ("Company") are provided on an "as is" and "as available" basis to the fullest extent permitted by applicable law.

The Company makes no representation or warranty, express or implied, regarding:

- The accuracy, completeness, or timeliness of Website content;
- The uninterrupted availability of the Website;
- The suitability of any service for a particular individual;
- The outcome of any cosmetic, aesthetic, paramedical, or wellness service;
- The success of any treatment plan;
- The number of sessions required;
- Client satisfaction; or
- Any result beyond the Company's reasonable professional control.

61. NO MEDICAL ADVICE

The Company is not acting as your physician, dermatologist, psychologist, or other licensed medical provider unless expressly required by law for a specific service.

Information provided through the Website, consultations, social media, email, text messages, educational materials, or other communications is intended solely for general informational purposes.

Nothing provided by the Company shall be interpreted as medical diagnosis, medical treatment, or medical advice.

Clients are solely responsible for consulting an appropriate licensed healthcare provider regarding medical conditions, medications, allergies, contraindications, pregnancy, nursing, or any other medical concern before receiving services.

62. ASSUMPTION OF RISK

The Client understands that cosmetic, aesthetic, paramedical, and wellness services are elective in nature and involve inherent risks that cannot be completely eliminated, even when services are performed with reasonable care and in accordance with accepted professional practices.

By voluntarily electing to receive services, the Client acknowledges that they knowingly and voluntarily assume the inherent risks associated with such services.

The Client further acknowledges that a separate informed consent packet will describe procedure-specific risks in greater detail and agrees that those documents shall supplement, and not replace, these Terms.

63. NO GUARANTEE OF RESULTS

The Company makes no guarantee regarding:

- Cosmetic appearance;
- Healed results;
- Pigment retention;

- Color stability;
- Longevity;
- Scar improvement;
- Camouflage effectiveness;
- Stretch mark improvement;
- Body contouring outcomes;
- Fat reduction;
- Skin tightening;
- Number of treatments required;
- Symmetry;
- Client satisfaction.

Every individual's skin, body, healing response, and physiology are unique.

Results depend upon numerous variables beyond the Company's reasonable control, including but not limited to:

- Age;
- Skin type;
- Skin condition;
- Genetics;
- Medical history;
- Immune response;
- Medications;
- Hormonal changes;
- Lifestyle;
- Smoking;
- Sun exposure;
- Compliance with aftercare;
- Previous procedures;
- Scar tissue; and
- Other biological factors.

Before-and-after photographs, testimonials, healed results, and marketing materials displayed by the Company illustrate individual client experiences only and do not constitute promises or guarantees of future results.

## 64. ARTISTIC AND PROFESSIONAL DISCRETION

Many services performed by the Company involve artistic judgment, individualized treatment planning, and professional discretion.

The Client understands that aesthetic preferences are subjective and that reasonable professionals may differ regarding treatment techniques, pigment selection, color, shape, density, saturation, or treatment sequencing.

The Company's exercise of professional judgment, including choosing a conservative treatment approach, recommending alternative services, or declining a requested procedure, shall not by itself constitute negligence, incomplete performance, or breach of contract.

## 65. CLIENT RESPONSIBILITY

The Client accepts sole responsibility for:

a. Providing complete, truthful, and current information regarding health history, medications, allergies, prior cosmetic procedures, and previous permanent makeup;

b. Following all written and verbal pre-care and aftercare instructions;

c. Protecting the treated area during healing;

d. Seeking appropriate medical care when necessary;

e. Scheduling recommended follow-up appointments if desired; and

f. Promptly communicating concerns to the Company.

The Company shall not be responsible for outcomes materially affected by inaccurate information, failure to follow instructions, or circumstances outside the Company's reasonable control.

## 66. THIRD-PARTY PRODUCTS AND SERVICES

The Company may recommend or use products manufactured by third parties.

Except as otherwise required by law, the Company does not manufacture such products and makes no independent warranty regarding their performance.

Any manufacturer warranties remain solely between the Client and the applicable manufacturer.

67. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the Company shall not be liable for indirect, incidental, consequential, special, exemplary, punitive, or speculative damages arising out of or relating to:

- Website use;
- Appointment scheduling;
- Cosmetic outcomes;
- Healing variability;
- Missed appointments;
- Business interruption;
- Lost income;
- Lost profits;
- Emotional distress;
- Loss of opportunity; or
- Reliance upon Website content.

Nothing contained herein shall be interpreted as limiting liability where such limitation is prohibited by applicable law.

68. LIMITATION OF DAMAGES

To the fullest extent permitted by law, the Company's aggregate liability arising out of or relating to any claim shall not exceed the amount actually paid by the Client for the specific service giving rise to the claim.

This limitation applies regardless of the legal theory asserted, including contract, negligence (to the extent permitted by law), statutory claims, or otherwise.

69. INDEMNIFICATION

To the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless Grit and Glamour LLC dba AVO Brows & Beauty, together with its owners, members, managers, employees, independent contractors, affiliates, successors, and agents, from and against claims, liabilities, judgments, damages, losses, costs, and reasonable attorneys' fees arising out of:

- The Client's breach of these Terms;
- False or incomplete information supplied by the Client;

- The Client's misuse of the Website;
- Violation of applicable law by the Client;
- Unauthorized use of the Company's intellectual property; or
- Conduct by the Client that causes harm to the Company or another person.

This provision shall not require indemnification where prohibited by applicable law.

## 70. FORCE MAJEURE

The Company shall not be liable for delays, interruptions, cancellations, or inability to perform services resulting from causes beyond its reasonable control, including but not limited to:

- Natural disasters;
- Earthquakes;
- Fires;
- Floods;
- Severe weather;
- Utility failures;
- Internet outages;
- Public health emergencies;
- Government actions;
- Labor shortages;
- Supply chain disruptions;
- Equipment failures;
- Civil disturbances; or
- Other events beyond the Company's reasonable control.

The Company may reschedule affected appointments without liability.

## 71. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-law principles.

## 72. VENUE

Subject to any applicable law requiring otherwise, any action arising out of or relating to these Terms, the Website, or services provided by the Company shall be brought exclusively in the

state or federal courts located in San Diego County, California, and the parties consent to the jurisdiction of those courts.

73. ATTORNEYS' FEES

To the extent permitted by applicable law, the prevailing party in any action or proceeding arising out of or relating to these Terms shall be entitled to recover reasonable attorneys' fees, recoverable litigation expenses, and court costs.

74. SURVIVAL

The provisions relating to intellectual property, payment obligations, refunds, limitations of liability, indemnification, governing law, venue, attorneys' fees, dispute-related obligations, and any other provisions that by their nature should survive shall remain in effect after completion of services or termination of these Terms.

75. SEVERABILITY

If any provision of these Terms is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.

76. ENTIRE AGREEMENT

These Terms, together with the Company's Privacy Policy, Booking & Cancellation Policy, informed consent documents, procedure-specific disclosures, media releases, service agreements, and any other written agreements executed by the parties, constitute the entire agreement between the Client and the Company relating to the subject matter addressed herein.

No oral statement, prior representation, advertisement, social media communication, or prior course of dealing shall modify these Terms unless expressly set forth in a written agreement signed by an authorized representative of the Company.

PART VI

ELECTRONIC COMMUNICATIONS, PRIVACY, GENERAL PROVISIONS & FINAL TERMS

## 77. ELECTRONIC COMMUNICATIONS

By accessing the Website, communicating with the Company electronically, scheduling appointments, submitting forms, making payments, or otherwise interacting with Grit and Glamour LLC dba AVO Brows & Beauty ("Company"), you consent to receive communications electronically.

Electronic communications may include, but are not limited to:

- Appointment confirmations;
- Appointment reminders;
- Payment confirmations;
- Invoices and receipts;
- Service updates;
- Consultation communications;
- Requests for additional information;
- Policy updates;
- Follow-up communications;
- Educational materials;
- Customer service communications; and
- Marketing communications where permitted by law and where you have provided any required consent.

You agree that electronic communications satisfy any legal requirement that such communications be in writing.

## 78. ELECTRONIC SIGNATURES

The Company utilizes electronic forms, electronic booking systems, digital documents, and electronic acknowledgments.

By clicking "I Agree," checking an acknowledgment box, electronically signing documents, scheduling appointments, making payments, completing electronic forms, or otherwise indicating acceptance electronically, you agree that such actions constitute your legally binding electronic signature.

Electronic signatures shall have the same legal force and effect as handwritten signatures to the fullest extent permitted by applicable law.

## 79. SMS TEXT MESSAGES

If you voluntarily provide your mobile telephone number, you authorize the Company to send text messages relating to your appointments and services.

Text messages may include:

- Appointment reminders;
- Appointment confirmations;
- Scheduling updates;
- Requests for photographs or additional information;
- Follow-up instructions;
- Customer service communications; and
- Marketing communications where permitted by law and subject to any required consent.

Standard message and data rates may apply.

You may opt out of promotional text messages by following the instructions provided in the applicable message. Opting out of promotional communications will not prevent the Company from sending transactional or service-related communications that are reasonably necessary to administer your appointments or provide requested services.

## 80. EMAIL COMMUNICATIONS

By providing your email address, you consent to receive electronic mail regarding your appointments, services, receipts, invoices, educational materials, policy updates, and customer service.

Where you separately consent to receive promotional emails, you may unsubscribe using the method provided in those communications.

The Company may continue to send non-promotional communications reasonably necessary to administer appointments, fulfill contractual obligations, or comply with applicable law.

## 81. PRIVACY

The Company's collection, use, storage, and disclosure of personal information is governed by its Privacy Policy, which is incorporated into these Terms by reference.

By using the Website or submitting information to the Company, you acknowledge that you have reviewed or have had the opportunity to review the Privacy Policy.

Nothing in these Terms modifies any privacy rights provided under applicable law.

## 82. ACCESSIBILITY

The Company is committed to making reasonable efforts to provide an accessible Website for all users.

Individuals experiencing difficulty accessing Website content are encouraged to contact the Company using the contact information provided below so that reasonable assistance may be provided where practicable.

## 83. CALIFORNIA CONSUMER NOTICE

Nothing contained in these Terms shall be interpreted as waiving, limiting, or restricting any right, remedy, protection, or obligation that cannot legally be waived or modified under applicable federal, California, or local law.

To the extent any provision of these Terms conflicts with mandatory law, such provision shall be interpreted and enforced only to the extent permitted by law.

## 84. RESERVATION OF RIGHTS

Except as expressly provided herein, the Company reserves all legal and equitable rights relating to:

- The Website;
- Business operations;
- Intellectual property;
- Service offerings;
- Policies;
- Booking procedures;
- Pricing;
- Educational materials;
- Marketing content; and
- All other Company assets and operations.

Failure to exercise any right shall not constitute a waiver of that right.

## 85. MODIFICATIONS TO THE WEBSITE OR SERVICES

The Company reserves the right, at any time and without prior notice, to:

- Add, modify, or discontinue services;
- Update pricing;
- Modify Website content;
- Revise booking procedures;
- Change promotional offers;
- Suspend portions of the Website;
- Improve Website functionality;
- Update educational materials; and
- Correct typographical, pricing, or technical errors.

The Company shall not be liable for ordinary business modifications made in good faith.

## 86. INTERPRETATION

These Terms shall be interpreted according to their fair meaning and not strictly against either party based upon authorship.

Unless the context clearly requires otherwise:

- "Including" means "including without limitation;"
- Singular terms include the plural where appropriate;
- Plural terms include the singular where appropriate;
- Headings are for convenience only and do not affect interpretation.

## 87. SUCCESSORS AND ASSIGNS

These Terms shall be binding upon and benefit the parties and their respective heirs, successors, legal representatives, permitted assigns, and authorized agents.

The Client may not assign rights or obligations under these Terms without the prior written consent of the Company.

The Company may assign these Terms to a successor entity, purchaser, affiliate, or other lawful assignee.

88. EFFECTIVE DATE AND CONTINUED USE

These Terms become effective immediately upon publication on the Website.

The Company may revise these Terms periodically.

Continued use of the Website, online booking platform, or Company services after revised Terms are posted constitutes acceptance of the revised Terms.

The "Effective Date" displayed at the beginning of these Terms reflects the most recent revision.

89. CONTACT INFORMATION

Questions regarding these Terms may be directed to:

Grit and Glamour LLC
Doing Business As AVO Brows & Beauty
San Diego, California

Email: avobrowsandbeauty@gmail.com

Phone: 619-880-9555

Website: Www.avobrowsandbeauty.com

90. ACKNOWLEDGMENT

BY ACCESSING THIS WEBSITE, SCHEDULING AN APPOINTMENT, PURCHASING SERVICES OR PRODUCTS, SUBMITTING INFORMATION, OR OTHERWISE INTERACTING WITH GRIT AND GLAMOUR LLC DBA AVO BROWS & BEAUTY, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS & CONDITIONS.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST DISCONTINUE USE OF THE WEBSITE AND REFRAIN FROM BOOKING OR PURCHASING SERVICES.