

Terms of Use

Last Updated: July 1, 2025

Welcome to DoubleBook, owned and operated by DoubleBook LLC, a California limited liability company (“DoubleBook,” “Company,” “we,” “us,” or “our”). DoubleBook provides an online marketplace (the “Services”) that connects salon professionals (“Salon Professionals”) with Services, including but not limited to short-term assistance from licensed cosmetologists, where customers can search for service providers offering cosmetology support, assistant services, and related salon assistance work (the “DoubleBook Assistants”). The Services are accessible at DoubleBook.co and/or our mobile software application (together with any content, functionality, and Services available therein, and successor site(s) or applications thereto, the “Platform”). Each of the Salon Professionals and/or DoubleBook Assistants may hereafter be referred to as a “you,” “your,” “User” or collectively as “Users” who transact and interact using the Platform. By using the Platform, you agree to comply with and be legally bound by the terms and conditions of these Terms of Use (“Terms”), whether you become a registered user of the Services. These Terms govern your access to and use of the Platform and all Mutual Content (as defined below) and constitute a binding legal agreement between you and DoubleBook.

THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN US AND YOU RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS.

THE PLATFORM IS AN ONLINE PLATFORM THROUGH WHICH SALON PROFESSIONALS SEARCH FOR LICENSED COSMETOLOGISTS IN ORDER TO RECEIVE ASSISTANCE SERVICES PROVIDED BY THE DOUBLEBOOK ASSISTANTS. USERS UNDERSTAND AND AGREE THAT DOUBLEBOOK IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN SALON PROFESSIONALS AND DOUBLEBOOK ASSISTANTS. DOUBLEBOOK HAS NO CONTROL OVER THE CONDUCT OF USERS OF THE PLATFORM OR ANY INFORMATION PROVIDED IN CONNECTION THERETO AND DISCLAIMS ALL LIABILITY IN THIS REGARD.

If you have any questions regarding the Platform or any related Services, please contact us at support@doublebook.co. For information about how we collect, use, share and otherwise process information about you, please see our Privacy Policy located at www.doublebook.co/privacy.

Definitions

“**Job**” means a scheduled engagement coordinated and occurring on the Platform between a Salon Professional and a DoubleBook Assistant.

“**Platform Content**” means all Content that DoubleBook makes available through the Platform, including any Content licensed from a third party, but excluding User Generated Content.

“**Mutual Content**” means User Generated Content and Platform Content.

“**Content**” means text, graphics, images, music, software, audio, video, information or other materials.
“**Network**” means the curated list of qualified DoubleBook Assistants available through the Platform to provide assistance services based on the Salon Professional’s search via the Platform.
“**Assistant Services**” means the services provided directly to the Salon Professional by the DoubleBook Assistant as set forth in a Job.
“**User Generated Content**” means all Content including, but not limited to ratings, photos, reviews, videos, schedules etc. that the User posts, uploads, publishes, submits, or transmits to be made available through the Platform

BY USING THE PLATFORM, INCLUDING BY OPENING AN ACCOUNT OR BY POSTING OR ACCEPTING A JOB THROUGH THE PLATFORM, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU AGREE TO THESE TERMS. THESE TERMS GOVERN THE RELATIONSHIP BETWEEN YOU AND ANOTHER USER IN CONNECTION WITH JOBS YOU POST OR ACCEPT. DO NOT USE OUR PLATFORM IF YOU DO NOT AGREE TO THESE TERMS.

Modification

We may revise and update these Terms occasionally at our reasonable discretion. All changes are effective immediately when we post them and apply to all access to and use of the DoubleBook Platform thereafter. Your continued use of the DoubleBook Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page periodically to be aware of any changes, as they are binding on you.

Eligibility

The Platform is intended for use by individuals who are at least 18 years old. By accessing or using the Platform, you represent and warrant that you have the legal capacity to agree to these Terms. If you are under 18, you may not use the Platform.

How the Platform Works

DoubleBook is an online peer-to-peer marketplace connecting newly licensed cosmetologists with salon professionals needing day-to-day hires. To use the Platform, **Salon Professionals** must fill out the intake form with their license number, name, and email address. After DoubleBook verifies the license, you will receive an email with a link to create an account. You must then build a profile with your salon details and services offered. Once set up, you create job postings, search the network of licensed assistants, select and connect with assistants, send job details, confirm hires, pay assistants through the Platform via Stripe, review their performance, and manage your past jobs through your dashboard.

Salon Assistants must fill out the intake form with their license number, name, and email address. After verification, you will receive an email to create your account. You must build a profile with your location, availability, and hourly rate. You then connect with salon professionals, discuss job details, accept job offers, complete work, invoice through the Platform using Stripe, receive payment, and view job history and feedback through your dashboard.

Before using the Platform, you are required to have a verified cosmetology license. DoubleBook conducts license verification prior to account activation. DoubleBook does not guarantee the quality of services provided and disclaims any liability for interactions between users. All payments must be processed through the Platform and Stripe. All users are responsible for following these requirements and ensuring that their account information remains accurate and up to date.

Order Process and Transaction Workflow

To use the Platform, you must first create an account, agree to these Terms, and purchase a subscription. A subscription is required to access and use the Platform's core services. Subscriptions are processed and managed through Stripe. Users select a subscription plan, proceed to checkout, enter billing details (name, email, payment method), and Stripe processes the payment and establishes the recurring billing cycle. Upon successful payment, Stripe confirms subscription status and the user receives a confirmation email. DoubleBook grants access to subscribed services. Stripe charges the customer at each billing cycle. Customers can update payment details, cancel, or modify subscriptions through the customer portal.

Additionally, when a Salon Professional pays an Assistant via Stripe, the Assistant generates an invoice through DoubleBook including service details, hours worked, amount due, and payment due date. The invoice is sent by email and platform notification. The Salon Professional receives a payment link, enters payment details via Stripe, and Stripe processes and transfers funds to DoubleBook's account. The balance is paid to the Assistant through Stripe Connect. DoubleBook stores transaction history in user dashboards.

Subscription and Payment Terms

Users may cancel subscriptions at any time through their account settings. After cancellation, premium features remain active until the end of the billing cycle. DoubleBook may suspend or terminate subscriptions due to violations, non-payment, or misuse, without refund. Subscriptions are generally non-refundable, and no credits are provided for partial months of unused service. DoubleBook may offer pro-rated refunds or credits at its discretion if the platform is unavailable for extended periods. Users must report billing errors or unauthorized charges within 30 days to request a refund.

Subscription fees are billed monthly; if payment fails, DoubleBook will retry over a 5-day period, and may suspend or downgrade accounts for late payment. Free trials must be canceled before they end to avoid charges.

Jobs.

Salon Professionals and DoubleBook Assistants engage on the DoubleBook Platform when they mutually agree to a Job using our job posting tool. This tool enables users to highlight the scope, fees, and timing of the assistant services. Salon Professionals initiate jobs by posting opportunities and inviting Assistants or by selecting Assistants from search results. All requests are subject to acceptance by the Assistant, who may decline at their discretion. DoubleBook's role is solely to facilitate the Platform's availability and provide related services, such as job postings, messaging, and payment integration. DoubleBook does not provide and is not responsible for User Generated Content or any information or advice exchanged between Salon Professionals and Assistants during Jobs or otherwise. Salon Professionals acknowledge that DoubleBook is not responsible for and disclaims any liability related to information provided on the Platform. All users of the Platform use it at their own risk. By using the Platform, Salon Professionals agree that any legal remedy or liability they seek for actions or omissions of Assistants or other third parties will be limited to a claim against the particular Assistant or third parties who caused harm, and you agree not to attempt to impose liability on or seek any legal remedy from DoubleBook.

Terminating a Scheduled Job

Salon Professionals and DoubleBook Assistants each retain complete control over whether a Job is scheduled or whether they wish to proceed with providing or receiving Assistant Services. A Salon Professional may decline to hire or proceed with a DoubleBook Assistant at any time, and a DoubleBook Assistant may refuse to perform services for a Salon Professional at any time, even after initially agreeing to perform the services through the Platform, in either of their sole discretion.

However, any then-current cancellation and refund policy, as set forth on the Platform, will apply and be binding on both parties, and is deemed incorporated herein by reference.

Account Registration; Security

Direct Registration: To access certain features of the Platform, Users must register to create an account (“DoubleBook Account”). Users may register directly via the Platform as described in this section.

It is a condition of your use of the DoubleBook Platform that all the information you provide on the DoubleBook Platform is accurate, current, and complete. You agree that all information you provide to register with the DoubleBook Platform or otherwise, including, but not limited to, through the use of any interactive features on the DoubleBook Platform, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose or are provided with a Username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential and not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the DoubleBook Platform or portions of it using your Username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your Username, password, or any other security breach. You also agree to ensure that you exit from your account at the end of each session. We have the right to disable any Username, password, or other identifier, whether chosen by you or provided by us, at any time in our reasonable discretion for any or no reason.

Salon Professional Jobs and Financial Terms

Salon Professionals are responsible for honoring their confirmed Jobs. If Salon Professionals choose to connect with a DoubleBook Assistant by scheduling a Job via the Platform, these Terms and any other terms, conditions, rules, and restrictions associated with such Job are set forth between the Salon Professional and the Assistant. Accordingly, the Salon Professionals acknowledge and agree that they will be responsible for performing the obligations of any such agreements through bookings or jobs and that DoubleBook is not a party to such agreements, disclaiming all liability arising from or related to any bookings or jobs.

Intellectual Property Rights

The Platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images of haircuts, styling work, salon portfolios, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Platform for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Platform except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.

- You may print one copy of a reasonable number of pages of the Platform for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not use the Platform or Services for commercial purposes. If you breach these Terms, your right to use the Platform will stop immediately, and you must return or destroy any copies made. No right, title, or interest in the Platform is transferred to you. DoubleBook LLC reserves all rights not expressly granted. Any unauthorized use may violate copyright, trademark, and other laws

Trademarks

The Company name, the brand 'DoubleBook,' the Company logo, and all related names, logos, product and service names, images of hairstyles or salon portfolios, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, portfolio images, and slogans on the Platform are the trademarks of their respective owners.

Prohibited Uses

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm the Company or users of the Platform, or expose them to liability.

Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform.
- Use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Use any manual process to monitor or copy any of the material on the Platform, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Platform.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Platform.

User Generated Content

The Platform may contain reviews, comments, profiles, messages, and other interactive features (collectively, "Interactive Services") that allow users to post content or materials (collectively, "User Generated Content") on or through the Platform. All User Generated Content must comply with the Content Standards in these Terms. Any User Contribution you post will be considered non-confidential and non-proprietary. By providing any User Contribution, you grant DoubleBook LLC and our affiliates the right to use, reproduce, modify, perform, display, distribute, and disclose such material. We reserve the right to remove any User Contribution at our discretion. You represent and warrant that you own or control all rights in your User Generated Content and that your contributions comply with these Terms. You are responsible for any User Generated Content you submit, and DoubleBook LLC is not responsible for the content or accuracy of any User Generated Content posted by you or any other user.

Content Standards

These content standards apply to all User Generated Content and use of the Platform. User-generated content must, in its entirety, comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Generated Content must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable, including inappropriate or misleading depictions of haircuts, salon work, or stylist services.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.

Geographic Restrictions

The owner of the Platform is based in the State of California in the United States. We make no claims that the Platform or any of its content is accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Google Maps

The Platform may require the use of Google Maps features and content, subject to the current (1) Google Maps Terms of Use at https://maps.google.com/help/terms_maps.html) and (2) Google Privacy Policy at <https://www.google.com/policies/privacy/> (collectively, the "Google Terms"). By using the Platform, you acknowledge and agree to the Google Terms as they apply to you (e.g., as an "End User"). Any unauthorized use of the Google Maps features, and content may result in your suspension or termination from the Platform.

Links from the Platform

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage arising from your use of them. If you decide to access any of the third-party websites linked to the Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Copyright Infringement

The Company responds to notices of alleged copyright infringement and terminates accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If you believe that any material on the Platform infringes upon any copyright that you own or control, you may file a DMCA Notice of Alleged Infringement with the Company at our email address:

support@doublebook.co
Subject Line: DMCA Compliance

Please provide the following information:

- A description of the copyrighted work you believe to have been infringed;

- A description of the URL or other location on our Platform of the material you believe to be infringing;
- Your name, mailing address, telephone number and email address;
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, which you make under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf and
- An electronic or physical signature of the person authorized to act on behalf of the copyright owner.

Suspension and Termination

You understand and agree that DoubleBook LLC has no obligation to provide the Platform in any specific location or territory nor to continue providing it once we have begun. We reserve the right to suspend or terminate your access to the Platform at any time, for any reason or no reason. You may suspend or terminate, in your sole discretion, your user account or use of the Platform at any time and for any reason. All outstanding payment obligations incurred prior to termination will survive the suspension or termination of your account.

Reliance on Information Posted

The information presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of their contents.

The Platform may include content provided by third parties, including materials provided by other users and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Disclaimers

IF YOU CHOOSE TO USE THE PLATFORM, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT DOUBLEBOOK DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY USER. THE PLATFORM AND ALL CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, DOUBLEBOOK DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. DOUBLEBOOK MAKES NO WARRANTY THAT THE PLATFORM OR CONTENT WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, SECURE, OR ERROR-FREE. DOUBLEBOOK MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SERVICES OR THE ACCURACY OR RELIABILITY OF ANY CONTENT.

NO ADVICE OR INFORMATION OBTAINED FROM DOUBLEBOOK WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. DOUBLEBOOK DOES NOT VERIFY THE STATEMENTS OR CONDUCT OF USERS. DOUBLEBOOK MAKES NO REPRESENTATIONS ABOUT THE CONDUCT OF USERS.

ANY REVIEWS OR RATINGS DISPLAYED ARE PROVIDED “AS IS” WITHOUT WARRANTY AND MAY BE CHANGED OR REMOVED AT ANY TIME.

Limitation of Liability

Exclusion of Certain Types of Damages. To the maximum extent permitted under applicable law, in no event will the Company be liable to you for any indirect, special, incidental, or consequential damages or for any business losses or loss of profit, revenue, contracts, data, goodwill or other similar losses or expenses that arise out of or relate to the use of or inability to use the Platform, including without limitation damages related to any information received from the Platform, removal of your profile information or review (or other content) from the Platform, any suspension or termination of your access to the Platform, or any failure, error, omission, interruption, defect, delay in operation or transmission of the Platform, even if we are aware of the possibility of any such damages, losses or expenses. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Limit on Our Liability to You. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL DOUBLEBOOK LLC'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING FROM THE PLATFORM OR THESE TERMS EXCEED THE AMOUNTS PAID BY YOU TO DOUBLEBOOK LLC DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY OR, IF YOU HAVE NOT PAID DOUBLEBOOK LLC, THE AMOUNT OF \$100.00 USD.

No Liability for Non-Company Actions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL DOUBLEBOOK LLC BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE PLATFORM, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, OR DAMAGES RESULTING FROM RELIANCE ON INFORMATION OR CONTENT POSTED ON THE PLATFORM OR FOR INTERACTIONS WITH OTHER USERS. IF YOU HAVE A DISPUTE WITH AN ASSISTANT OR ANOTHER USER, YOU AGREE TO RELEASE DOUBLEBOOK LLC FROM ALL CLAIMS, DEMANDS, AND DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

Indemnification

You agree to release, indemnify, and hold DoubleBook LLC and its affiliates and subsidiaries, and their officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Platform or any Content or your violation of these Terms; (b) your User Generated Content; and (c) your (i) interaction with any Assistant, (ii) reliance on any information exchanged via the Platform, or (iii) posting or acceptance of a Job. DoubleBook LLC shall have the right to control all defense and settlement activities.

Phone, Text and Mobile Communications

By providing us with your wireless phone number, you confirm and consent to DoubleBook LLC, as well as Assistants on the Platform, communicating with you about the Platform, your Jobs, and other products and services that may be of interest to you by SMS, text message, email, and other electronic means, including autodialed text messages containing Platform and Job information and/or marketing messages, even if your phone number is on the do-not-call list. Your carrier's normal messaging, data, and other rates and fees will apply to these communications. You are not required to provide this consent to receive marketing messages as a condition of using the Platform, and you may opt out of receiving these messages at any time (though you may continue to receive messages related to your Jobs).

Dispute Resolution. *Please read this Arbitration Agreement carefully. It is part of your contract with the Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of the Platform that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement.

Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns.

Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute and the requested relief. A Notice to Company should be emailed to support@doublebook.co. After receiving the Notice, you and the Company may attempt to informally resolve the claim or dispute. If you and the Company do not resolve the claim or dispute within thirty (30) days of receiving the Notice, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA cannot arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. A single, neutral arbitrator shall conduct the arbitration. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

Additional Rules for Non-Appearance Based Arbitration. If non-appearance-based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the party initiating the arbitration shall choose the specific manner. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

Time Limits. If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including calculating any damages awarded. The arbitrator has the same authority to award relief individually as a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.

Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND DOUBLEBOOK NOW WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that a judge resolve the dispute.

Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

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

Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed, and the remainder of the Agreement shall continue in full force and effect.

Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with the Company.

Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Orange County, California state, for such purpose.

Severability

The invalidity, illegality or unenforceability of any term or provision of these Terms shall in no way affect the validity, legality or enforceability of any other term or provision of these Terms. In the event a term or provision is determined to be invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and these Terms shall be enforceable as so modified.

Waiver

The waiver by either party of a breach of or a default under any provision of these Terms shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of these Terms, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

Entire Agreement

These Terms and the Privacy Policy constitute the sole and entire agreement between you and DoubleBook LLC, regarding the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platform.

Your Comments and Concerns

This website is operated by DoubleBook LLC.

All feedback, comments, requests for technical support, and other communications relating to the Platform should be directed to: support@doublebook.co

