TERMS OF SERVICE

Last updated August 15, 2025

AGREEMENT TO OUR LEGAL TERMS

We are Lunea LLC, LLC doing business as Lunea Lip ("**Company**," "**we**," "**us**,"**or**), a company registered in New York, United States at 55 E 9th St, New York, NY 10003.

We operate the website https://lunea.fashion/ (the "**Site**"), the mobile application Lunea Lip (the "**App**"), as well as any other related products and services that refer or link to these legal terms (the "**Legal Terms**" or "**Agreement**" or "**Terms of Service**").

Lunea Lip is an statement-making journal that directly connects to your footwear and transforms your trades into insightful journal entries, helping you improve your practices without the hassle of manually maintaining a separate journal. Lunea Lip is the world's first journal in a pedicure journal.

You can contact us by phone at 8546187766, email at support@lunea.fashion, or by mail to 55 E 9th St, New York, NY 10003, United States.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("**you**"), and Company, concerning your access to and use of the Site and the App as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "**Site**"). YOU AGREE THAT BY ACCESSING THE SITE, YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY ALL OF THESE LEGAL TERMS. THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We will provide you with prior notice of any scheduled changes to the Services you are using. The modified Legal Terms will become effective upon posting or notifying you by support@lunea.fair, as stated in the email message. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms.

The Services are intended for users who are at least 18 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the express permission of, and be directly supervised by, their parent or guardian to use the Services. If you are under 18, you must immediately stop using the Services. If your parent or guardian wishes to be billed for your purchases, they must do so through their own account. We do not knowingly collect personal information from children under 18.

We recommend that you print a copy of these Legal Terms for your records.

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1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any regulation requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Services are not intended to be viewed by persons under the age of 13. We do not knowingly solicit data from or market to children under 13 years of age. If a Minor under 13 years of age (or Minor under Children's Online Privacy Protection Act (COPPA) Minimum Age) or Minor under Minimum Age for Data Processing (GDPR) Minimum Age (if applicable) uses the Services, we will terminate their account immediately. If you become aware that a child has provided us with personal information, please contact us at support@lunea.fair.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to support@lunea.com. We reserve all rights that are not expressly granted to you in these Legal Terms or under applicable intellectual property rights or other applicable laws. You may not modify, reproduce, distribute, create derivative works or products, sell, or exploit any of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights that are not expressly granted to you in these Legal Terms and under applicable intellectual property rights or other applicable laws.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

Your submissions and contributions

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("**Submissions**"), you agree to assign to us all intellectual property rights in such Submission. We shall be entitled to use and disclose (or choose not to use or disclose) such Submission for any purpose, commercial or otherwise, without compensation to you or any other person. You hereby waive all moral rights to any such Submission.

Contributions: The Services may allow you to post, contribute to, or participate in blogs, message boards, online forums, and other functionality during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, suggestions, or personal information or other material (collectively, "**Contributions**"). Any Submission that is publicly posted shall also be treated as a Contribution.

You understand that Contributions may be viewable by other users of the Services.

When you post Contributions, you grant us a license (including use of your name, trademarks, and logos): By posting any Contribution, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to use, copy, reproduce, distribute, sell and resell, publish, broadcast, retitle, store, publicly display and publicly perform all Contributions on the Services, including but not limited to your name, trademarks, and logos, in any manner, and waive for yourself and your heirs any and all moral rights to such Contributions, and grant other users of the Services the right to view, use, and store, for their own personal use, and for any commercial, advertising, or otherwise, to promote themselves and/or to incorporate into other works, your Contributions, and to authorize the licenses granted in this section. Our use and distribution may occur in any media format and through any media channels.

This license includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.

You are responsible for what you post or upload: By sending us Submissions and/or posting Contributions through any part of the Services or making Contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you:

- confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, upload, or transmit through the Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, misleading, or violative of third party rights;
- to the extent permitted by applicable law, waive any and all moral rights to any such Submission and/or Contribution;
- warrant that any such Submission and/or Contributions are original to you or that you have the necessary rights and licenses to submit such Submissions and/or Contributions and that you have full authority to grant the above license in the applicable Submission and/or Contribution; and
- warrant and represent that your Submissions and/or Contributions do not constitute confidential information.

You are solely responsible for your Submissions and Contributions to the Services and you expressly agree to reimburse us for any and all losses that we may suffer because of the breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

We may remove and/or edit your Contributions: Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any Contributions at any time without notice if in our reasonable opinion we consider such Contributions harmful or in breach of these Legal Terms. If we remove or edit any such Contribution, we may also suspend or disable your account and report the Contribution to law enforcement authorities.

Copyright infringement

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately refer to the "COPYRIGHT INFRINGEMENTS" section below.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorized purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not up to date, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. USER REGISTRATION

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. PURCHASES AND PAYMENT

We accept the following forms of payment:

- Apple Pay
- Visa
- Mastercard
- American Express
- Discover
- PayPal

You agree to provide current, complete, and accurate purchase and account information for all purchases made on the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed for normal billing purposes. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

Subscriptions

Your subscription will continue and automatically renew unless cancelled. You consent to our charging your payment method on a recurring basis without requiring your approval for each recurring charge, until such time as you cancel the applicable order. The length of your billing cycle is the customer checkout between a weekly, monthly, or annual renewal.

Free Samples

We may, from time to time, make changes to the subscription fee and will communicate any price changes to you in accordance with applicable law.

7. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or post to the Services any inaccurate, misleading, or false information.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a brute force or dictionary attack to gain access to your profile.
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Copy or adapt the Services's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, licensing, or restriction, copy or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use or launch, develop, or distribute any unauthorized scripts or other software.
- Purchase or sell any Services in connection with fraudulent transactions, monetary gain, or commercial purpose.
- Use a brute force or dictionary attack to gain access to your account.
- Partake in any gambling or betting activities.
- Use the Services in any manner that violates any applicable local, state, federal, or international law or regulation.
- Use the Services to send altered, deceptive or false source-identifying information, including "spoofing" or "phishing".
- Use the Services to compete with any other business or service.
- Use the Services to post, distribute, or broadcast any content which is unlawful, obscene, threatening, abusive, harassing, tortious, excessively violent, or otherwise objectionable.
- Use the Services to post, distribute, or broadcast any content or material which infringes, misappropriates or violates any third party's rights, or is in any way incorrect or misleading.
- Use the Services to post, distribute, or broadcast any content or material which violates or infringes upon the rights of any third party, including but not limited to intellectual property rights, rights of privacy (including without limitation, unauthorized disclosure of personal information or private communications), or rights of publicity.
- Interfere with, disrupt, or create an undue burden on servers or networks connected to the Services, or violate the regulations, policies or procedures of such networks.
- Attempt to bypass or circumvent any moderation or hacking, password protection, security or encryption, or other measures put in place by the Services.
- Gain or attempt to gain unauthorized access to the Services.

8. USER GENERATED CONTRIBUTIONS

The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Services and through third parties websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the intellectual property rights, of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not suitable for minors to receive or view.
- Your Contributions do not infringe any trademark or trade secret right of any other person and to protect evidence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or personal rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise negatively affect children under the age of eighteen (18) years in any manner.
- Your Contributions do not contain any material which solicits personal information from anyone under the age of eighteen (18) or promote illegal or harmful activities or content.
- Your Contributions do not discriminate or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

9. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Services or making Contributions accessible to the Services by linking your account from the Services to any of your social networking accounts, you grant: a perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to us, to host, use, store, reproduce, disclose, create derivative works from, modify, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, such Contributions, and to grant further rights to us and our successors and assigns to use the Contributions in any now known or later developed manner in order to promote the Services and our business.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that we have not otherwise been deprived of your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contribution; (2) to categorize any Contributions to place them in more appropriate places on the Services; and (3) to decline to post any Contribution you may wish to post, or remove or restrict access to, any Contribution, for any reason.

10. MOBILE APPLICATION LICENSE

Use License

If you access the Services via the App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Legal Terms. You shall agree to: (1) not copy the App, except as permitted by this license; (2) not modify the App in any manner or form, or make derivative works based upon the App, in any manner or form; (3) not reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of the App; (4) not transfer the App to any other person or entity; and (5) not allow or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App. (6) use the App for any revenue-generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended. (7) make any modification, adaptation, improvement, enhancement, translation, or Derivative Work from the App. (8) violate any law, statute, ordinance, or regulation in connection with your use or possession of the App. (9) infringe the intellectual property rights of any party or entity in connection with the use or possession of the App. (10) make the App available over a network or other environment permitting its use by multiple users at the same time. (11) use the App in any way or for any purpose not expressly permitted by these Terms of Service.

Any software that we make available to download from the Services, including but not limited to any App, or any part thereof ("Software"), is subject to these Terms of Service. We may update the Software at any time in our sole discretion and without notice to you. Your use of the Software after any such update constitutes your acceptance of any updated or new version of the Terms of Service. You agree that we may collect and use technical data and related information, including but not limited to technical information about your computer, system, and application software, and peripheral hardware, that is gathered periodically to facilitate the provision of updates, product support, and other services to you (if any) related to the Software. You further agree that we may use such information to improve our products or to provide services or technologies to you, so long as such use does not disclose your identity in a manner that is personally identifying to you. You agree that we may send automated queries to any website or to send any unsolicited commercial email. (i) Use any proprietary information or any of our interfaces or our other intellectual property in the development of software or hardware for any purpose. (ii) Any attempt to do the foregoing will be a material breach of these Terms of Service, and we may then terminate your access to our Services.

Apple and Android Devices

The following terms will apply when you use the App obtained from either the Apple Store or Google Play (such an "App Distribution") to access the Services: (1) the license granted to you for our App is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the App Distribution applicable to such App, as modified from time to time, to the extent such terms and conditions are not inconsistent with, and do not impose additional restrictions on, the scope of the limited license granted in these Terms of Service, as applicable to such App (the "App Usage Rules"); (2) we are solely responsible for providing any maintenance and support services with respect to the App, to the extent any such maintenance and support services are required by the App Usage Rules or by applicable law, to the extent as may be agreed or required by us from time to time, and your parties agree that neither Apple nor Google, nor any other party to the App Distribution, has any obligation whatsoever to furnish any maintenance and support services with respect to the App; (3) in the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distribution, and your maximum right to recover from such App Distribution with respect to such failure to conform will be the purchase price, if any, paid to such App Distribution for the App, to the extent that such purchase price is reasonable in our sole discretion; (4) you must comply with applicable third party terms of agreement when using the App, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using such VoIP application; (5) we and our licensors, and not you, are responsible for addressing any claims by you or any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; and (iv) all matters relating to the mobile application licenses contained in these Legal Terms Service Agreement as you a third party beneficiary thereof.

11. SOCIAL MEDIA

As part of the Services, you may link your account with online social networks you have with third party service providers (each such account, a "Third Party Account") by either: (1) providing your Third Party Account login information through the Services; or (2) allowing us to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account. You represent and warrant that you are entitled to disclose your Third Party Account login information to us and/or grant us access to your Third Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating us to pay any fees or make us subject to any usage limitations imposed by the third party service of the Third Party Account. By granting us access to any Third Party Accounts, you understand: (1) we may access, make available, and store (if applicable) the content, information and other data you have made available to us through your Third Party Account, including without limitation your friend lists, in accordance with the privacy settings applicable to your Third Party Account and your instructions from time to time; and (2) we may post content and other information to your Third Party Account and view information about you and those who are friends with you on such Third Party Account, in accordance with the privacy settings applicable to your Third Party Account and your instructions from time to time.

We make no warranties or representations on the availability of any Third Party Accounts. We may content, information, and other data made available through your Third Party Account and your contracts for stored in our mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Services, and enabling you to communicate with those persons who have also registered to use the Services. We may use your name and profile picture, along with other personal information we gather from your Third Party Account, to serve you and others advertisements related to the Services, and other information stored on our servers that was obtained through such Third Party Account, except the username and profile picture that become associated with your account.

12. SERVICES MANAGEMENT

We reserve the right, but not the obligation of us: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, terminate or suspend access to or use of the Services or otherwise disable all files and content that are excessive in size or are in any manner, in our sole discretion, and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

13. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: https://lunea.fair/pages/privacy-policy-last-updated-jul-2025-1-0-0-0