

# VENDOR GUIDE & TERMS OF SERVICE



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# MEET THE TEAM



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Specializes in Vendor Onboarding, Marketing, Payments, and General Marketplace Concerns.

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# COMMISSION STRUCTURE

## CATEGORY COMMISSION RATES

Training & Services	15%
Safety Supplies	12%
Pharmaceutical & Medical Supplies	12%
Devices	12%
Clinic Furniture	5%
Apparel	10%
Medsap Essentials Aesthetician	10%

**NOTE: A TRANSACTION IS THE SALE AND PURCHASE OF A PRODUCT OR SERVICE DIRECTLY THROUGH THE MARKETPLACE PLATFORM. CATEGORY FEES (%) ARE ONLY CHARGED ONCE AN ORDER IS PLACED FOR A PRODUCT ASSIGNED TO THAT CATEGORY. AN ESSENTIALS, ACCELERATOR, OR AFFILIATE MONTHLY SUBSCRIPTION IS REQUIRED TO LIST ANY PRODUCT OR SERVICE CATEGORY AND IS CHARGED MONTHLY PER STORE. AFFILIATE LISTINGS ARE SUBJECT TO ADDITIONAL FEES.**



# SUBSCRIPTION PLANS

## ESSENTIAL PLAN

INCLUDES THE FOLLOWING:

**UNLIMITED LISTING OF SIMPLE PRODUCTS**

(i.e. Product with Only 1 SKU)

**SEMI-ANNUAL AUDIT**

**YEARLY MARKETING CREDIT**

\*ONLY APPLIES TO ITEM UP TO \$450

**\$9.99 / month**

## ACCELERATOR PLAN

INCLUDES THE FOLLOWING:

**UNLIMITED LISTINGS OF:**

- Variable Products
  - 1 Product with Multiple SKUs (i.e. sizes, colors, etc)
- Grouped Product
  - (i.e. Bundle, Create Your Own Package)
- Bookable Products
  - (i.e. Online Courses, Live Events and Training)
- Subscription-Based Products

**SEMI-ANNUAL AUDIT**

**YEARLY MARKETING CREDIT**

\*ONLY APPLIES TO ITEM UP TO \$750

**\$12.99 / month**

## AFFILIATE PLAN & CUSTOM FORMS

Affiliate Products With a Custom CTA Button (Up To 3 Listings)

- Additional Listings at \$49.99 per month / listing

**\$149.99**  
per month

Custom Forms or Lead Generation Forms

- Additional Listings at \$49.99 per month / listing

**\$29.99**  
per month /  
per forms

*NOTE: The affiliate listing features a unique link or lead form that captures customer information or directs them to an external link. If both Affiliate and Transactions listings are used, the higher monthly rate applies, and transaction fees may be required. A monthly subscription (Essentials, Accelerator, or Affiliate) is needed to purchase a Custom Lead Form.*

# COMPREHENSIVE SERVICE PRICING GUIDE

## ADDITIONAL OFFERINGS

### TRAINING & ONBOARDING PACKAGE

- STARTING AT: \$250 FOR 2 HOURS
- ADDITIONAL OVERAGE CHARGE: \$25 PER ADDITIONAL HOUR
- SELF-SERVICE OPTION AVAILABLE

### SHIPPING & TESTING PACKAGE

- STARTING AT: \$500 FOR 4 HOURS
- ADDITIONAL OVERAGE CHARGE: \$50 PER ADDITIONAL HOUR
- SELF-SERVICE OPTION AVAILABLE

### LARGE PRODUCT MIGRATION

- ANYTHING OVER 25 SKUS WILL REQUIRE A QUOTE FOR PRICING

### PAID ACCOUNT AUDITING

- STARTING AT: \$50 DOLLARS PER HOUR
- INCLUDES METRICS NOT IN THE SEMI-ANNUAL AUDIT

# MARKETING MENU

## MARKETPLACE WEBSITE

Pop-Up	\$50/wk
1st Homepage Carousel Banner	\$200/wk
Carousel Homepage Banner	\$150/wk
Preferred Static Side Banner	\$150/wk
Middle Homepage Static Banner	\$50/wk
Featured Product Badge	\$80/wk/listing

## SOCIAL MEDIA

Social Media Post	\$450
Social Media Story	\$200
Social Media Reel	\$450

## E-MAIL BLAST

Feature (Image + Text + Link)	\$750
Product Highlight	\$650
Banner Ad (Image + Text)	\$500

MARKETING SERVICES WILL BE DEDUCTED FROM THE SUBSCRIPTION'S ANNUAL MARKETING CREDIT. IF THE CREDIT IS FULLY UTILIZED, THE VENDOR WILL BE RESPONSIBLE FOR ANY ADDITIONAL COSTS INCURRED UNTIL THE SUBSCRIPTION IS RENEWED.





**Effective Date:** March 1st, 2025

**Last Updated:** February 19th, 2025

This Terms of Service Agreement ("Agreement") serves as a comprehensive legal document that governs the use of the Aesthetic Record (AR) Marketplace by vendors, setting forth detailed conditions under which such use is permitted. By registering as a vendor and utilizing the AR Marketplace platform, you hereby acknowledge, expressly assent to, and irrevocably agree to comply with and be legally bound by the terms and conditions set forth in this Agreement. Please read this document carefully to ensure full understanding and compliance.

## A. Introduction

Thank you for your selection and endorsement of the Aesthetic Record Marketplace ("Marketplace") for your commercial enterprise operations. This Marketplace platform is meticulously designed to function as a commerce conduit that empowers and enables merchants to establish and maintain an online presence, providing the requisite tools and supportive technology for selling diverse products or offering multifaceted services. The contract of sale, arising from the marketplace interaction, remains directly and exclusively between the seller and the buyer to the extent permitted by applicable law. Any guidance provided herein, such as advising on pricing, shipping strategies, listing formats, and sourcing information, is intended solely as informational content, and parties maintain sole discretion in adopting or disregarding such advice. While Aesthetic Record may undertake efforts to facilitate the resolution of disputes through various programs, it does not, shall not, and cannot ensure or guarantee the legality, quality, safety, or successful consummation of transactions between marketplace participants.

## B. Mutual Obligations

By accessing and engaging with the Services provided, you affirm and warrant that you possess the capacity and legal authority to enter into binding contracts and that the use of

Marketplace services will be conducted solely within the confines of applicable legal and regulatory business conduct mandates. Aesthetic Record avows to deliver access to its suite of services under commercially reasonable standards and endeavors to maintain operational dependability and compliance within normative frameworks and regulatory constraints.

## C. Account Activation

As a precondition to accessing and utilizing the comprehensive suite of Services offered by the Marketplace, you are required to register a Marketplace account (“Account”) by submitting detailed and accurate information, including your full legal name, corporate or employer name, current operational address, and valid contact details. Such registration and subsequent participation are contingent upon verification processes, with Aesthetic Record retaining sole discretion to accept, reject, or modify account applications consistent with established terms. In the event of any material change in registration information, it is imperative, as a continuing obligation, to communicate such changes to Aesthetic Record within 48 hours via electronic mail with confirmation of receipt. As part of this Agreement, you represent that the Account holder is not only of the age of majority but also holds the requisite authority to act on behalf of the registering entity.

## D. Consideration and Payment of Fees

This Agreement mandates that you remit all applicable fees, comprising Subscription Fees for Marketplace Store operations, Transaction Fees for each sale facilitated, and Additional Fees for ancillary services such as shipping, digital products, and other engagements. All fees are denominated and settled in U.S. dollars, with periodic billing facilitated through authorized and verified payment methods provided at registration. You acknowledge a recurrent obligation to ensure payment methods remain accurate and operative. In instances of transaction disputes, inadequate funds, or other deficiencies, Aesthetic Record reserves the right to implement corrective and remedial measures, including but not limited to account suspension, termination of services, or engagement of collection actions until all outstanding obligations are conclusively resolved. Vendors will receive weekly disbursement of accumulated funds every Thursday, barring any communicated deviations or pending verification issues.

## E. Tax Responsibilities

You explicitly assume comprehensive responsibility for ensuring full compliance with applicable tax obligations, including the collection, reporting, and remittance of taxes attributable to Marketplace activities, unless explicitly exempted by virtue of verified documentation acceptable to Aesthetic Record. Adherence to regulatory compliance



protocols obliges conformity to national and local tax codes that bear relevance to commercial dealings. Aesthetic Record retains the authority to determine and apply taxes with respect to transactional activities, ensuring compliance with statutory obligations and reducing exposure to potential liabilities.

## F. Shipping and Returns

The responsibility for fulfillment, shipping logistics, and administration of refund processes rests solely with the vendor. You are required to adhere to prescribed policy standards and to undertake order validation, customer communications, and management of expectations regarding service levels. The vendor is accountable for setting reasonable and justifiable shipping charges, maintaining transparency, and ensuring congruence with customer commitments in terms of product quality and delivery timeframes.

## G. Use of Payment Processors

Vendors are strictly required to engage exclusively with Aesthetic Record's designated payment processing services to facilitate secure and effective financial transactions within the Marketplace. Said processing services offer comprehensive support for credit card and electronic transactions and are integral to Marketplace operations. Compliance with transactional protocols is mandatory, supporting vendor credibility and operational security in alignment with market expectations and regulatory demands. The calculated transaction fees, representing a percentage of the total sales transaction, ensure the maintenance of operational and financial integrity within the Marketplace ecosystem.

## H. Confidentiality and Intellectual Property Rights

Vendors shall undertake to safeguard all proprietary information encountered during the course of reciprocal operations with Aesthetic Record, exercising diligent measures in the protection of such information. This encompasses adherence to specified constraints on disclosure and a stringent observance of Aesthetic Record's intellectual property rights. Vendors are enjoined from unauthorized use or dissemination of confidential information and agree to uphold the integrity and exclusivity of such proprietary data.

## I. Termination and Survival

This Agreement commences upon the completion of the Registration process and shall persist until termination by either party in accordance with outlined provisions and procedures. In the event of termination, either by mutual agreement or unilaterally under breach conditions, it is imperative to note that obligations and liabilities accrued prior to termination shall remain extant and enforceable. Sections pertaining to liability,

confidentiality, indemnification, and intellectual property rights shall continue to survive post-termination, ensuring the continuation of essential safeguards beyond the termination of service agreements.

## J. Adjustments to Terms and Services

Aesthetic Record maintains the right to modify fees, prices, and service conditions as business exigencies demand, with such modifications communicated clearly to all vendors through designated channels. Any adjustments are subject to compliance with notification obligations, with vendors expected to adhere to revised provisions as a condition of ongoing service engagement. Legal and regulatory mandates may necessitate immediate implementation of policy updates, particularly in matters relating to risk management or safety protocols.

## K. Dispute Resolution

Any disputes arising under this Agreement shall be governed by the legal principles and frameworks of [Insert Governing Jurisdiction], with a strong preference for resolution through legally binding arbitration as stipulated herein. Should arbitration prove ineffective or unsuitable, parties retain the right to seek redress through appropriate judicial channels within the jurisdictional bounds specified. Limitation periods for raising claims are set forth to ensure timely resolution and adjudication.

## L. Limitation of Liability

The limitations of Aesthetic Record's liability are agreed to reflect the value of the applicable commercial transaction, expressly excluding indirect or consequential damages. Parties accept the constraints of claim assertions, which are limited to actual, direct loss or damage demonstrably incurred in the course of engagement under this Agreement.

## M. Indemnification

You agree to indemnify, defend, and hold harmless Aesthetic Record against all claims, liabilities, expenses, or costs incurred due to or arising from non-compliance with applicable laws, product-related liabilities, or transactional infractions attributable to your activities within the Marketplace. This includes legal costs and expenses borne by Aesthetic Record in addressing such claims.

## N. General Provisions

This Agreement, inclusive of referenced appendices and policies, represents the entire binding contractual relationship between the parties and supersedes any prior or contemporaneous oral or written agreements or understandings. Severability ensures the enforceability of provisions, notwithstanding invalidated clauses. Performance obligations are not deemed waived unless expressly acknowledged in writing.

## O. Vendor Obligations and Restrictions

The Vendor acknowledges and agrees that the lawful listing and sale of products on the Aesthetic Record Marketplace are contingent upon strict adherence to all applicable laws and regulatory mandates, including the verification and maintenance of required professional licenses, such as medical, esthetician, and DEA licenses, necessary for legally offering specific products. The Vendor must ensure these credentials are valid and up-to-date to remain in compliance with jurisdictional and industry standards. Additionally, the Vendor is responsible for ensuring that no products uploaded or sold are involved in ongoing legal disputes between companies or infringe upon existing litigation or court orders. This obligation extends to preventing any listings that would breach these principles or defy established legal frameworks. Furthermore, the Vendor must refrain from listing items deemed inappropriate per Marketplace guidelines, which are defined by criteria of safety, legality, and regulatory compliance, thereby maintaining the integrity and reputability of the platform.

## P. Governing Law

This Agreement's enforcement is subject to the laws of [Insert Governing Jurisdiction], notwithstanding choice of law principles, ensuring compliance and resolution within substantive and procedural legal frameworks. This tailored approach secures a legally compliant environment that protects both parties while fostering robust commercial exchange within the Aesthetic Record Marketplace.