

1. Terms and conditions

Effective date: July 06, 2017

These Terms and Conditions of Purchase are an agreement between you and Key Beauty Systems (West) Inc. ("LB Canada"). These Terms and Conditions of Purchase, the Terms of Use of the sites controlled by LB Canada (the "Sites") and LB Canada's [Privacy Policy](#) (together, the "Terms of Purchase") govern any order or purchase you make on the Sites.

PLEASE CAREFULLY READ THE FOLLOWING TERMS, THE TERMS OF USE AND THE PRIVACY POLICY WHICH ARE HEREBY INCORPORATED BY REFERENCE. BY SUBMITTING AN ORDER ON THE SITES, YOU INDICATE YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF PURCHASE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF PURCHASE AND THE TERMS OF USE AND TO THE COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THE PRIVACY POLICY, AND YOU ENTER INTO A LEGALLY BINDING AGREEMENT WITH LB CANADA.

ACCEPTANCE OF ORDERS

Only residents of Canada who have reached the age of majority in their province of residence may place orders through the Sites. Product orders are available to be shipped within Canada only.

Your order will be deemed to be accepted only if and when we send a confirmation of the terms of your order to your email address and will be subject to these Terms of Purchase and any additional terms and conditions included in your order.

We may limit quantities available for sale or sold, and we reserve the right at any time to reject or correct any order for any reason whatsoever. Unless otherwise indicated, all prices and other amounts are in Canadian dollars (excluding taxes).

SHIPPING AND DELIVERY

Our shipping process and options that you may have with regard to shipment, including delivery method, carrier and estimated date of delivery or time for delivery, are described during the purchase process, but we reserve the right to use a substitute carrier for your purchase at any time, at our discretion.

METHODS OF PAYMENT

You can pay for any purchase you make online by using a MasterCard, VISA card or PayPal. By submitting your payment by credit card, you authorize LB Canada to charge the applicable card for the total amount of your order and you represent and warrant that you are the cardholder of the applicable card. If your card is rejected by the card issuer, your order will not be accepted and LB Canada will have no obligation to fulfill your order.

If you provide us with credit card information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered, or destroyed. We process all payments using providers that comply with the PCI-DSS requirements and that otherwise implement generally accepted industry standards.

REFUNDS AND RETURNS

The return or refund of any product purchased through the Sites is subject to LB Canada's [Return and Exchange policy](#).

ERRORS

If we discover that a product's price, description or specifications are misstated or incorrect, we will work to correct the error on our Sites. If we make an error on your order, we may correct or cancel an order at any time, and/or edit an order to reflect the correction (you will have the right to approve or confirm any increase in price or shipping charges).

DISCLAIMERS, LIABILITY EXCLUSIONS/LIMITATIONS ON LIABILITY AND INDEMNITY

OTHER THAN FOR EXPRESS, LEGAL OR IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED OR EXCLUDED UNDER APPLICABLE LAW, THE PRODUCTS AND SERVICES YOU PURCHASE THROUGH THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND.

LB CANADA AND ITS SUPPLIERS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSS OR DAMAGE ARISING FROM, CONNECTED WITH, OR RELATING TO THE PRODUCTS OR SERVICES YOU PURCHASE OR THESE TERMS OF PURCHASE INCLUDING BUT NOT LIMITED TO LOSS OF DATA, BUSINESS, MARKETS, SAVINGS, INCOME, PROFITS, USE, PRODUCTION, REPUTATION OR GOODWILL, ANTICIPATED OR OTHERWISE, OR ECONOMIC LOSS, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, CIVIL LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY OR LAW OR EQUITY).

PRIVACY

LB Canada collects, uses and discloses personal information in accordance with its Privacy Policy. You can review our [Privacy Policy](#), available at Labiosthétique.ca. By accepting these Terms of Purchase, you consent to LB Canada's collection, use and disclosure of personal information in accordance with this Privacy Policy as it then reads.

GENERAL

These Terms of Purchase and all related matters are governed solely by the laws of the Province of British Columbia, without reference to its conflict of laws provisions, and the federal laws of Canada applicable therein. Any dispute arising from, connected with or relating to these Terms of Purchase, or any related matters ("Disputes") will be resolved by the courts of the Province of British Columbia, Canada, and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts in respect of all Disputes.

If any provision of these Terms of Purchase is held to be invalid or unenforceable for any reason, then the provision will be deemed to be severed from these Terms of Purchase and the remaining provisions will continue in full force and effect.

These Terms of Purchase enure to the benefit of LB Canada and its successors, assigns and related persons. You may not assign any rights or obligations that you have under these Terms of Purchase. LB Canada may assign its rights and obligations under these Terms of Purchase without your consent.

No consent or waiver by any party to or of any breach or default by any other party in its performance of its obligations under these Terms of Purchase will be: (a) deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party; or (b) effective unless in writing and signed by all parties.

2. Terms of use

Effective date: July 06, 2017

These are the terms ("Terms of Use") for your use of services or features on the website controlled by Key Beauty Systems (West) Inc. ("LB Canada"), the exclusive distributor of La Biosthétique Paris product lines, including [www.la-Biosthétique.ca](#) (the "Sites"). We might add additional Sites on one or more occasions as we expand our product and service offerings and these Terms of Use will govern those new Sites when added. You might be accessing our Sites from a computer or mobile phone device (through an iPhone application, for example) and these Terms of Use govern your use of our Sites and your conduct, regardless of how you access them. You might be using our interactive services

("Interactive Services"), such as our product reviews and any other features we introduce to the Sites, and these Terms of Use govern your use of those Interactive Services.

We also like to interact with you on third party sites where we post content or invite your feedback, such as www.facebook.com/LaBiosthétique.Canada and www.youtube.com/user/laBiosthétiqueparis ("Third Party Sites"). LB Canada does not control Third Party Sites, and these Terms of Use and any guidelines or rules we create for our Third Party Site accounts do not apply to companies that LB Canada does not own or control, or to the actions of people that LB Canada does not employ or manage. You should always check the terms of use posted on Third Party Sites.

By using the Sites, you signify your agreement to these Terms of Use, our [Privacy Policy](#), whether or not you have read them. If you do not agree with any of these, you should not use our Sites.

LB Canada reserves the right to change or modify any of the terms and conditions contained in the Terms of Use on one or more occasions, without notice, and in its sole discretion. If LB Canada decides to change these Terms of Use, LB Canada will post a new version on the Sites and update the effective date displayed at the top of these Terms of Use. Any changes or modifications to these Terms of Use will be effective at the time we post the revisions. Your continued use of the Sites following posting of any changes or modifications constitutes your acceptance of those changes or modifications and if you do not agree with these changes or modifications, you must immediately cease using the Sites. For this reason, you should frequently review these Terms of Use and any other applicable policies, including their dates, to understand the terms and conditions that apply to your use of the Sites.

COPYRIGHT

All design, text, graphics, logos, button icons, images, audio and video clips, their selection and arrangement, and the compilation (meaning the collection, arrangement and assembly) of all content on the Sites are the exclusive property of LB Canada or their licensors and are protected by Canadian and international copyright and other intellectual property laws. All rights are reserved. All software used on the Sites is the property of Laboratoire Biosthétique GmbH & Co., or LB Canada, or their software suppliers and is protected by Canadian and international copyright laws. Permission is granted to electronically copy and to print in hard copy portions of the Sites for the sole purpose of placing an order with LB Canada, using the Interactive Services, or using the Sites as a shopping resource. Any other use of materials on the Sites - including reproduction for purposes other than those permitted above, modification, distribution, republishing, transmission, display, performance, translation, production or communication to the public

by telecommunication - without the prior written permission of Laboratoire Biosthétique GmbH & Co. or LB Canada is strictly prohibited.

TRADEMARKS

La-Biosthétique.ca and all page headers, custom graphics and button icons are service marks, trademarks, and/or trade dress of Laboratoire Biosthétique GmbH & Co. as licenced to LB Canada and may not be used in connection with any product or service that is not offered by LB Canada in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits LB Canada. All other trademarks, product names and company names or logos cited in these terms are the property of their respective owners.

LIMITED LICENCES

LB Canada grants you a limited, revocable, and non-exclusive licence to access and make personal use of the Sites. This limited licence does not include the right to: (a) frame or utilize framing techniques to enclose the Sites or any portion thereof; (b) republish, redistribute, transmit, sell, licence or download the Sites or any of their content (except caching or as necessary to view the Sites); (c) make any use of the Sites or any of their content other than personal use; (d) modify, reverse engineer or create any derivative works based upon either the Sites or any of their content; (e) collect account information for the benefit of yourself or another party; (f) use any meta tags or any other "hidden text" utilizing any content of the Sites; or (g) use software robots, spiders, crawlers, or similar data gathering and extraction tools, or take any other action that may impose an unreasonable burden or load on our infrastructure. You must retain, without modification, all proprietary notices on the Sites or affixed to or contained in the Sites.

LB Canada also grants you a limited, revocable, and nonexclusive license to create a hyperlink to the home page of the Sites for personal, non-commercial use only. A website that links to the Sites (a) may link to, but not replicate, any of the Sites' content; (b) may not imply that we are endorsing that website or its services or products; (c) may not misrepresent its relationship with us; (d) may not contain content that could be construed as distasteful, obscene, offensive controversial or illegal or inappropriate for any ages; (e) may not portray LB Canada or our products or services, in a false, misleading, derogatory, or otherwise offensive or objectionable manner, or associate us with undesirable products, services, or opinions; and (f) may not link to any page of the Site other than the home page or a product page. We may, in our sole discretion, request that you remove any link to the Site, and upon receipt of that request, you will immediately remove that link and cease any linking unless separately and expressly authorized in writing by us to resume linking.

Any unauthorized use by you of the Sites or any of their content automatically terminates the limited licenses set forth above without prejudice to any other remedy provided by applicable law or these Terms of Use.

PRODUCT INFORMATION

The products displayed on the Sites can be ordered and delivered only within Canada. All prices displayed on the Sites are quoted in Canadian Dollars (excluding taxes) and are valid and effective only in Canada. If any minor uses any goods or product from LB Canada it should be only after the legal or parental guardian has discussed the product with that minor's doctor.

All material and information presented by LB Canada is intended to be used for personal educational or informational purposes only. The products sold on the Sites have all been registered with Health Canada, however the statements made about products have not been evaluated by Health Canada and the results reported, if any, may not necessarily occur in all individuals. The statements and products are not intended to diagnose, treat, cure, mitigate or prevent any condition or disease. All products should be used strictly in accordance with their instructions, precautions and guidelines. You should always check the ingredients for products to avoid potential allergic reactions. Use of the Sites is not meant to serve as a substitute for professional medical advice: these Sites are solely online stores for specialty La Biothétique beauty products. For general use and product information, please consult with a La Biothétique specialist at your local authorized distributor of La Biothétique Paris products. Please consult with your own physician or health care practitioner regarding the use of any goods, products or information received from the Sites before using or relying on them. Your physician or health care practitioner should address any and all medical questions, concerns and decisions regarding the possible treatment of any medical condition. LB Canada does not give or intend to give any answers to medical-related questions and these Sites do not replace any medical professional or medical resource. LB Canada does not represent itself as a physician nor is this implied. No prescription medications or medical treatments are intentionally provided on the Sites. IF YOU ARE IN NEED OF MEDICAL ATTENTION, CALL 911, EMERGENCY SERVICES OR YOUR PHYSICIAN IMMEDIATELY.

The products available on the Sites and the Interactive Services, including any samples LB Canada may provide to you, are for your personal use only. You may not sell or resell any products you purchase or otherwise receive from LB Canada. LB Canada reserves the right, with or without notice, to cancel or reduce the quantity of any order to be filled or products to be provided to you that may result in a violation of these Terms of Use, as determined by LB Canada in its sole discretion.

Due to the popularity of our products, and except where prohibited by law, LB Canada may limit the number available for purchase, so that as many clients as possible may enjoy our merchandise.

COLOUR INFORMATION

While LB Canada has tried to accurately display the colours of products, the actual colours you see will depend on your monitor and may not be accurate.

RESPONSIBILITY FOR YOUR CONTENT

You are solely responsible for all content that you upload, post, email or otherwise transmit via or to the Sites or any Third Party Site, through our Interactive Services or otherwise, including the submission of product ratings and reviews and all other data, profile information, documents, text, software, applications, music, sound, photographs, graphics, video, messages, forum postings, comments, questions, answers or other materials (collectively, "Content").

YOUR USE OF CONTENT ON THE SITES AND LIMITATION OF LIABILITY

LB Canada provides the Sites and the Interactive Services and all other applications and services on the Sites as a forum only. LB Canada is not liable for any statements, representations, or Content provided by its users in any public forum on the Sites or any Third Party Site, including without limitation through the Interactive Services. Any Content, if displayed, is displayed for entertainment and informational purposes only. More generally, Content posted via or on the Sites or any Third Party Site, including through the Interactive Services, is not controlled by LB Canada. LB Canada cannot guarantee the accuracy, integrity or quality of that Content. You understand that by using the Interactive Services, you might be exposed to Content that might be offensive, indecent or objectionable, and you agree LB Canada will not be liable for any such Content and that the risk of harm or damage from the foregoing rests entirely with you. Under no circumstances will LB Canada be liable in any way for any Content, including, but not limited to, for (a) any errors or omissions in any Content; or (b) any loss or damage (including, without limitation, personal injury or property damage) of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via or to the Sites, any Third Party Sites, or through the Interactive Services.

You may access the Content and any other content on the Sites only as permitted under these Terms of Use and LB Canada's [Privacy Policy](#) and you agree you will not directly or indirectly use, copy, or distribute any of the Content other than as expressly permitted under these Terms of Use.

You agree not to circumvent, disable or otherwise interfere with security-related features of the Sites or features that prevent or restrict use of any Content or that enforce limitations on use of the Sites or the Content. You may not interfere with or disrupt the Sites, or servers, or networks connected to the Sites, or disobey any requirements, procedures, policies or regulations of networks connected to the Sites, including by using any device,

software or routine to bypass robot exclusion headers. LB Canada reserves all rights not expressly granted in and to the Content.

YOUR CONTENT SUBMISSIONS

By submitting Content to LB Canada, you state that the following statements are true and accurate:

You understand you are participating in a public forum and that your Content will be available to all other users of the Sites, the Interactive Services, and potentially Third Party Sites;

You are the sole author and owner of the intellectual property and other rights in your Content (or have the necessary licenses, rights, consents and permissions to use and authorize LB Canada to use all intellectual property and other rights in your Content to enable inclusion and use of the Content in the manner contemplated by the Sites and these Terms of Use);

All “moral rights” and other non-assignable rights that you may have in Content have been voluntarily waived by you in favour of Laboratoire Biosthétique GmbH and LB Canada and their successors and assigns and you do not require that any personal information be used in connection with the Content that you submit, or any derivative works of or upgrades or updates to that Content;

You are at least 13 years old and, if you are a minor, that you have obtained the consent of your parent or legal guardian to use the Sites and agree to these Terms of Use; and that use of the Content you supply does not violate these Terms of Use and will not cause injury to any person or entity.

All Content you submit:

- a. Is accurate;
- b. Is not false or misleading;
- c. Does not harm minors;
- d. Does not infringe any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy of any person or entity;
- e. Does not violate any obligations you may have with respect to that Content under any law or under contractual or fiduciary relationships (such as, but not limited to, inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements)
- f. Does not violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- g. Is not, or would not reasonably be considered to be, unlawful, harmful, defamatory, libelous, vulgar, obscene, invasive of another’s privacy, hateful, racially or religiously biased or offensive, abusive, tortious, threatening or harassing to any individual, partnership, corporation or other person;

- h. Is not submitted for compensation or other consideration from any third party;
- i. Does not include any information that references other websites, addresses, email addresses, contact information or phone numbers;
- j. Complies in all respects with these Terms of Use and our [Privacy Policy](#);
- k. Is not unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” commercial electronic messages or any other form of solicitation; and
- l. Does not contain any computer viruses, worms or other potentially damaging computer programs or files.

LB Canada does not endorse any Content or any opinion, recommendation or advice expressed therein, and LB Canada disclaims all liability with respect to the Content.

If your Content includes ideas, suggestions, documents or proposals to LB Canada through the Interactive Services, (a) that Content is not confidential or proprietary and LB Canada has no obligation of confidentiality, express or implied, with respect to it; (b) LB Canada might have something similar to that Content already under consideration or development; and (c) you are not entitled to compensation, payment or reimbursement of any kind for that Content from LB Canada under any circumstances unless you are otherwise notified by LB Canada in writing.

For any Content that you submit, you grant LB Canada a worldwide, perpetual, irrevocable, royalty-free, sublicenseable and transferable right and license to use, reproduce, communicate, distribute, copy, modify, delete in its entirety, edit, adapt, publish, translate, publicly display, publicly perform, communicate to the public by telecommunication, create derivative works from and/or sell and/or distribute that Content and/or incorporate that Content into any form, medium or technology whether now or hereafter known throughout the world without compensation to you. This license will survive the termination of these Terms of Use and your use of the Sites.

GUIDELINES FOR INTERACTIVE SERVICES

You may not use our Interactive Services to impersonate any person or entity, including, without limitation, any LB Canada user, employee, contractor, director, officer, or agent, or to falsely state or otherwise misrepresent your affiliation with a person or entity. You may not use the Interactive Services to collect or store personal information about others, including other users.

LB Canada reserves the right to not post a review or to withdraw a posted review for any reason. Your review will be excluded if it violates these Terms of Use regarding submission of Content generally, or any additional guidelines or rules introduced by LB Canada.

THIRD PARTY CONTENT AND THIRD PARTY SITES

LB Canada might provide content of third parties ("Third Party Content") or links to Third Party Sites as a service to those interested in this information. LB Canada does not monitor, approve, or have any control over any Third Party Content or the Third Party Sites and the inclusion of links to Third Party Content or any Third Party Site does not imply any association or relationship between LB Canada and that third party. LB Canada does not guarantee, endorse, or adopt the accuracy or completeness of any Third Party Content or any Third Party Site. LB Canada is not responsible for updating or reviewing Third Party Content or Third Party Sites. You use Third Party Content and Third Party Sites at your own risk. Third Party Content, including comments from third party users submitted to LB Canada through the Interactive Services, do not necessarily reflect the views of LB Canada.

MOBILE SERVICES

If you access the Sites via your mobile phone (through an iPhone application, for example), we do not charge for this access. Please be aware that your carrier's normal rates and fees, such as text messaging fees or data charges, will still apply.

MODIFICATION OF CONTENT

All Content that you submit is not confidential and may be used at LB Canada's sole discretion. LB Canada may or may not pre-screen Content. However, LB Canada and its designees will have the right (but not the obligation) in their sole discretion to pre-screen, change, condense or delete any Content on the Sites. In particular, LB Canada and its designees will have the right to remove any Content that LB Canada deems, in its sole discretion, to violate any provision of these Terms of Use or is otherwise objectionable. LB Canada does not guarantee that you will have any recourse through LB Canada to edit or delete any Content you have submitted. LB Canada reserves the right to incorporate any Content you have submitted into any account you may have, now or in the future, as a registered user of the Sites. LB Canada reserves the right to remove or to refuse to post any submission of Content for any reason. You acknowledge that you, not LB Canada, are responsible for the contents of any Content you submit. None of the Content that you submit will be subject to any obligation of confidence on the part of LB Canada or its agents, subsidiaries, affiliates, partners or third-party service providers and their respective directors, officers and employees.

RESERVATION OF RIGHTS

LB Canada reserves the right, at any time, without notice and in its sole discretion, to terminate your license to use the Interactive Services and the Sites and to block or prevent your future access to and use of the Interactive Services and the Sites. All provisions of these Terms of Use that expressly survive, or that by their nature are intended to survive, that termination (including disclaimers and limitations of liability, disclaimers of warranties and conditions and statement recognizing LB Canada's intellectual property rights) survive the termination of these Terms of Use for any reason. LB Canada may access, preserve

and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to (a) comply with legal process; (b) enforce these Terms of Use, (c) respond to claims that any Content violates the rights of third parties, (d) respond to your requests for customer service, or (e) protect the rights, property or personal safety of LB Canada (and its employees), its users, and the public.

DISCLAIMER

Some jurisdictions may not allow the exclusion of implied or legal warranties and conditions, so some the following exclusions may not apply to you but will nonetheless apply to the maximum extent permitted by applicable law. LB CANADA IS PROVIDING THE SITES, THEIR CONTENTS AND THE INTERACTIVE SERVICES ON AN “AS-IS” BASIS AND MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND—EXPRESS, LEGAL OR IMPLIED—WITH RESPECT TO THE OPERATION OF THE SITES OR INTERACTIVE SERVICES, OR THE INFORMATION, CONTENT, MATERIALS AND PRODUCTS INCLUDED ON THE SITES OR AS PART OF THE INTERACTIVE SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, LB CANADA DISCLAIMS ALL SUCH REPRESENTATIONS, WARRANTIES AND CONDITIONS, INCLUDING FOR EXAMPLE WARRANTIES OF TITLE, QUALITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. IN ADDITION, LB CANADA DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE SITES OR THE INTERACTIVE SERVICES IS ACCURATE, COMPLETE OR CURRENT. Price and availability information is subject to change without notice.

LB CANADA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITES OR THE INTERACTIVE SERVICES.

INDEMNIFICATION

You agree to indemnify and save harmless LB Canada (and its officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers), from all claims, demands, losses, liabilities, costs, expenses, obligations and damages of every kind and nature, known and unknown, including reasonable legal fees, arising out of or relating to: (a) your use of and access to the Sites and the Interactive Services; (b) your violation of any term of these Terms of Use; (c) a breach of your representations and warranties regarding Content; (d) your violation of any law or the rights of a third party (including, without limitation, any copyright, property or privacy right); or (e) any claim that any Content you submitted caused damage to a third party. This indemnification obligation will survive the termination of these Terms of Use and your use of the Sites and the Interactive Services.

APPLICABLE LAW

Except to the extent that the laws of the Canadian province or territory in which you reside require that the laws of that jurisdiction apply to these terms of Use, the laws of the Province of British Columbia, Canada, will govern these Terms of Use, without giving effect to any principles of conflicts of laws. LB Canada reserves the right to make changes to the Sites and these Terms of Use at any time.

Our Address:

Key Beauty Systems (West) Inc.

8-6325 11th Street SE

Calgary AB, T2H 2L6 Canada

COPYRIGHT INFRINGEMENT

If you believe your work or Content has been copied and posted to the Sites in a way that constitutes copyright infringement, please provide LB Canada with the information referred to above, along with the following information:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

A description of your interest or right with respect to the copyright in the work or content; and

The date and time of the commission of the claimed infringement.

In accordance with the applicable Canadian copyright law, LB Canada will provide notice electronically to the user who is responsible for posting the work or content that you are alleging infringes copyright. LB Canada has the sole and absolute discretion to remove all purportedly infringing content from the Sites.

FRAUD PROTECTION PROGRAM

We reserve the right to refuse to process an order due to suspected fraud or unauthorized or illegal activity. If that is the case, we may reject your order or our Customer Service department may call you at the phone number you provided (or use your email address) to confirm your order. We also reserve the right to cancel any accounts or refuse to ship to certain addresses due to suspected fraud or unauthorized or illegal activity. We take these measures to protect our customers as well as ourselves from fraud or other unauthorized or illegal activity.

GENERAL

These Terms of Use and our Privacy Policy constitute the entire agreement between you and LB Canada with respect to their subject matter. Except to the extent that the laws of the

Canadian province or territory in which you reside prohibit this choice of forum provision, any claim or dispute between you and LB Canada that arises in whole or in part from the Sites or the Interactive Services must be decided exclusively by a court of competent jurisdiction located in the City of Vancouver, British Columbia. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms of Use, which will remain in full force and effect. No waiver of any term of these Terms of Use will be deemed a further or continuing waiver of that term or any other term, and LB Canada's failure to assert any right or provision under these Terms of Use will not constitute a waiver of that right or provision. It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente entente ainsi que tous les documents y afférant soient rédigés en anglais. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, YOU AND LB CANADA AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITES AND THE INTERACTIVE SERVICES MUST COMMENCE WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, THAT CAUSE OF ACTION IS PERMANENTLY BARRED.

3. Contact Information

You may contact LB Canada by telephone or postal mail:

Key Beauty Systems (West) Inc.

8-6325 11th Street SE

Calgary AB, T2H 2L6 Canada

contact@keybeautysystemswest.com

1-403-253-3508

Or

J.F. Beauty Inc.

260 Ness Street

St-Laurent, QC H5T 0A6 Canada

service@labiosthetique.ca

1-514-363-2994