

TERMS OF USE

1. Introduction

These are the terms of use ("Terms of Use") for your use of services or features on the site owned and controlled by Hair Box ("HB" or the "Company"), including Hairbox.ca, (the "Site"). We may add additional Sites from time to time as we expand our hair and beauty offerings and these Terms of Use will govern those new Sites when added. You may be accessing our Sites from a computer or mobile phone device and these Terms of Use govern your use of our Sites and your conduct, regardless of the means of access. You may be using our interactive services ("Interactive Services"), such as our Product Reviews, our blog, 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 [Facebook](#), [Instagram](#), [Twitter](#), [Pinterest](#), [Tumblr](#) and [Youtube](#) ("Third Party Sites"). Our Terms of Use and other areas of our Sites provide guidelines ("Guidelines") and rules and regulations ("Rules") in connection with our Interactive Services, including services that involve Third Party Sites, but HB does not control those Third Party Sites, and these Terms of Use, Guidelines and Rules do not apply to companies that HB does not own or control, or to the actions of people that HB 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](#) and our Guidelines and Rules, whether or not you have read them. If you do not agree with any of these, you should not use our Sites.

HB reserves the right to change or modify any of the terms and conditions contained in the Terms of Use, Guidelines and Rules from time to time, at any time, without notice, and in its sole discretion. If HB decides to change these Terms of Use, HB will post a new version on the Sites and update the date set forth above. Any changes or modifications to these Terms of Use, Guidelines or Rules will be effective upon posting of the revisions. Your continued use of the Sites following posting of any changes or modifications constitutes your acceptance of such 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, Guidelines and Rules and any other applicable policies, including their dates, to understand the terms and conditions that apply to your use of the Sites.

2. Copyright

All design, text, graphics, logos, button icons, images, audio and video clips, the selection and arrangement thereof, and all software on the Sites are the exclusive property of the Company and are protected by Canadian and international copyright and other intellectual property laws. The compilation (meaning the collection, arrangement and assembly) of all content on the Sites is the exclusive property of HB. All software used on the Sites is the property of HB or its software suppliers, including third party contractors and vendors. 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 HB, 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 or performance - without the prior written permission of HB is strictly prohibited.

3. Trademarks

Hairbox.ca and all page headers, custom graphics and button icons are service marks, trademarks, and/or trade dress of HB and may not be used in connection with any product or service that is not offered by HB in any manner that is likely to cause confusion among customers, or in any manner that disparages or

discredits the Company. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

5. Subscription and/or Product Information

The subscription and/or products displayed on the Sites can be ordered and delivered only within Canada and the U.S. All prices displayed on the Sites are quoted in Canadian and US Dollars depending on your region and are valid and effective only in both countries. If any minor uses any goods or product from HB it should be only after the legal or parental guardian has discussed the product with the minor's doctor. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by the Company.

All material and information presented by HB is intended to be used for personal, educational or informational purposes only. The statements made about products have not been evaluated by any government agency and the results reported, if any, may not necessarily occur in all individuals. The statements and products are not intended to diagnose, treat, cure 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 hair and beauty 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. The Company 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. The Company 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 OR YOUR PHYSICIAN IMMEDIATELY.** The products available on the Sites and Interactive Services, including any samples HB may provide to you, are for your personal use only. You may not sell or resell any products you purchase or otherwise receive from HB. HB 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 HB in its sole discretion.

6. Color Information, Product Images and Subscription Box

While the Company has tried to accurately display the colors of products and the product images, the actual colors and products you see will depend on your monitor and may differ from the actual product delivered. Each subscription box comes with unique products chosen by our team of stylists which take your answers to the hair profile questionnaire into consideration that is provided upon registration to the Sites. The Company cannot guarantee that certain products will be included in your subscription and provides products on a best efforts basis.

7. Responsibility for your Content

You are solely responsible for all content that you upload, post, email or otherwise transmit via or to the Sites, through our Interactive Services or otherwise, including the submission of product ratings and reviews and all other data, profile information, documents, text, software, applications, graphics, messages, ratings, forum postings, comments, questions, answers or other materials (collectively, "Content"). The Company will not accept Content from you unless you are a registered user of the Sites.

8. Your Use of Content on the Sites and Limitation of Liability

The Company provides the Sites and the Interactive Services and all other applications and services on the Sites as a forum only. The Company 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 the Company. The Company makes no representation regarding and cannot guarantee the accuracy, integrity or quality of such Content. You understand that by using the Interactive Services, you may be exposed to Content that may be offensive, indecent or objectionable and the Company shall not be liable for any such Content and harm or damage from the foregoing rests entirely with you. Under no circumstances will the Company be liable in any way for any Content, including, but not limited to, for (i) any errors or omissions in any Content; or (ii) 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 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 the [Privacy Policy](#) and you agree to not engage in the use, copying or distribution of any of the Content other than as expressly provided herein.

You agree not to circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use of any Content or enforce limitations on use of the Site or the Content therein. 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. The Company reserves all rights not expressly granted in and to the Content.

9. **Your Review/Content Submissions**

The Company would like to know what you think of the products you have tried, bought, know and love. As such, the Company encourages you to use its Interactive Services. When writing a review, please consider the following guidelines:

If you are reviewing or discussing a product:

- Focus on the product and your individual experience using it
- Provide details about why you like or dislike a product; and
- All submitted reviews, comments and questions are read by our moderators and are subject to these Terms of Use

All submitted reviews are considered and read by HB. HB reserves the right to withdraw or decline any submitted reviews. Your review may be prohibited if it violates any of the following:

- Obscene language, language that may be viewed as being discriminatory or offensive, or any language not appropriate for public viewing.
- Spam content, advertisements etc.
- Any material or content in which you do not have rights to or which is not
- Any personal contact information including, but not limited to, telephone number, email address, social media information, physical addresses etc.
- Any negative, demeaning commentary of other review posts or the blogger.
- Examinations of medical claims or conditions as a result of product usage.
- If you have any inquiries regarding pricing, ordering, delivery or other related customer service topics, please visit the Contact Us page. Do not submit such claims on the product reviews.

By submitting Reviews/Content to HB, you represent and warrant that:

- 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 thereto (or have the necessary licenses, rights, consents and permissions to use and authorize HB to use all intellectual property and other rights thereto to enable inclusion and use of the Content in the manner contemplated by the Sites and these Terms of Use);
- All "moral rights" that you may have in such Content have been voluntarily waived by you and you do not require that any personally identifying information be used in connection with the Content that you submit, or any derivative works of or upgrades or updates thereto;
- All Content that you post is accurate;
- 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 Site 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.

You also represent and warrant that any Content you submit:- Is not false, inaccurate or misleading;

- Does not harm minors;
- Does not infringe any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy of any person or entity;
- Does not violate any obligations you may have with respect to such 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);
- 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);
- 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 or corporation;
- Is not submitted for compensation or other consideration from any third party; " does not include any information that references other websites, addresses, email addresses, contact information or phone numbers;
- Complies in all respects with these Terms of Use, our Privacy Policy and all guidelines and rules;
- Is not unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; and
- Does not contain any computer viruses, worms or other potentially damaging computer programs or files.
- There may be a delay between the time Content is submitted and the time it is posted. HB reserves the right to (but has no obligation to) review any Content, remove any Content for any or no reason and not to publish any Content for any or no reason.

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

If your Content includes ideas, suggestions, documents or proposals to HB through the Interactive Services, (a) such Content is not confidential or proprietary and HB has no obligation of confidentiality, express or implied, with respect thereto; (b) HB may 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 such Content from HB under any circumstances unless you are otherwise notified by HB in writing. For any Content that you submit, you grant HB a worldwide, perpetual, irrevocable, royalty-free, sublicensable and transferable right and license to use, reproduce, communicate, distribute, copy, modify, delete in its entirety, edit, adapt, publish, translate, publicly display, publicly perform, use, create derivative works from and/or sell and/or distribute such Content and/or incorporate such 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 Site.

10. Third Party Content and Third Party Sites

The Company may provide content of third parties ("Third Party Content") or links to Third Party Sites as a service to those interested in this information. HB 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 Third Party Sites does not imply any association or relationship between HB and such third party. HB does not guarantee, endorse or adopt the accuracy or completeness of any Third Party Content or any Third Party Site. HB 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 HB through the Interactive Services; do not necessarily reflect the views of HB.

11. Mobile Services

If you access the Sites via your mobile phone, we do not currently 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.

12. Modification of Content

All Content that you submit is not confidential and may be used at the sole discretion of the Company. HB may or may not pre-screen Content. However, the Company 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, the Company and its designees will have the right to remove any Content that it deems, in its sole discretion, to violate the Guidelines, or any other provision of these Terms of Use or is otherwise objectionable. The Company does not guarantee that you will have any recourse through HB to edit or delete any Content you have submitted. The Company 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. Ratings and written comments are generally posted within two to four business days. However, HB reserves the right to remove or to refuse to post any submission for any reason. You acknowledge that you, not HB, are responsible for the contents of any Content you submit. None of the Content that you submit shall be subject to any obligation of confidence on the part of the Company, its agents, subsidiaries, affiliates, partners or third-party service providers and their respective directors, officers and employees.

13. Reservation of Rights

The Company 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. The Company 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 (i) comply with legal process; (ii) enforce these Terms of Use, (iii) respond to claims that any Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of HB (and its employees), its users and the public.

14. **Disclaimer**

The Company is providing the Sites, their contents and the interactive services on an "as-is" basis and makes no representations or warranties of any kind, express or implied, with respect to the operation of the sites or interactive services, the information, content, materials or products, included on the sites or as part of the interactive services. To the fullest extent permitted by law, The Company disclaims all such representations and warranties, including without limitation implied representations, warranties or conditions of or relating to accuracy, accessibility, fitness for a particular purpose, merchantability, performance or durability, all of which are disclaimed by the Company to the fullest extent permitted by law. In addition, the Company 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.

To the fullest extent permitted by law, the Company and its providers will never be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to the Sites or this Agreement 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, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence and fundamental breach) by the Company or any person for whom it is responsible, and even if the Company has been advised of the possibility of such loss or damage being incurred.

The exclusion of certain warranties and the limitation of certain liabilities are prohibited in some jurisdictions. These statutory prohibitions may apply to you.

Every effort is made to keep the Sites up and running smoothly. However, the Company takes no responsibility for, and will not be liable for, the Sites being temporarily unavailable due to technical issues beyond our control.

15. **Indemnification**

You agree to defend, indemnify and hold harmless the Company (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 (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 set forth above 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.

16. **Applicable Law**

Except to the extent that the laws of the Canadian province or territory in which you reside require that the laws of such jurisdiction apply to these terms of Use, the laws of the Province of Alberta, Canada, will govern these Terms of Use, without giving effect to any principles of conflicts of laws. HB reserves the right to make changes to the Sites and these Terms of Use at any time. Our Address - hello@Hairbox.ca

17. **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 the Company's designated copyright agent 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;
- A description of where the material that you claim is infringing is located on the Sites;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- Your name, address, telephone number and email address (if available); and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

In accordance with the applicable Canadian copyright law, the Company will provide notice electronically to the subscriber who is responsible for posting the work or content that you are alleging infringes copyright. HB has the sole and absolute discretion to remove all purportedly infringing content from the Sites. Please submit this information to hello@hairbox.ca.

18. **Fraud Protection Program**

As part of our order processing procedures, we screen all received orders for fraud or other types of unauthorized or illegal activity. We reserve the right to refuse to process an order due to suspected fraud or unauthorized or illegal activity. If such 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.

19. **General**

These Terms of Use, [Terms of Sale](#) and our [Privacy Policy](#) constitute the entire agreement between you and the Company with respect to its 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 the Company that arises in whole or in part from the Sites or the Community shall be decided exclusively by a court of competent jurisdiction located in York Region, Ontario. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and the Company's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such 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 THE COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITES AND THE COMMUNITY MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.