

# TERMS OF SERVICE

## OVERVIEW

This website is operated by Islashboutique. Throughout the site, the terms “we”, “us” and “our” refer to Islashboutique. Islashboutique offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

## SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the

use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

## **SECTION 2 - GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## **SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## **SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our products are subject to change without notice and may vary between different products.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service. No amount can be refunded should you purchase a product at "standard price" and the same product goes on sale.

## **SECTION 5 - PRODUCTS OR SERVICES (if applicable)**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## **SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. 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 credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

## **SECTION 7 - OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## **SECTION 8 - THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these

## Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **SECTION 10 - PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

## **SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **SECTION 12 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of

malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

### **SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Islashboutique, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### **SECTION 14 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Islashboutique and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### **SECTION 15 - SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **SECTION 16 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

#### **SECTION 17 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **SECTION 18 - GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Australia.

## **SECTION 19 - CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## **SECTION 20 - CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at [support@islashboutique.com](mailto:support@islashboutique.com)

## **SECTION 21 - MOBILE PROGRAM TERMS OF SERVICE**

Islashboutique Group Pty Ltd

### **Mobile Message Service Terms and Conditions**

The Islashboutique Group Pty Ltd mobile message service (the "Service") is operated by KLA VIYO (" KLA VIYO ", "we", or "us"). Your use of the Service constitutes your agreement to these terms and conditions ("Mobile Terms"). We may modify or cancel the Service or any of its features without notice. To the extent permitted by applicable law, we may also modify these Mobile Terms at any time and your continued use of the Service following the effective date of any such changes shall constitute your acceptance of such changes. We do not charge for the Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message and data rates may apply. Text messages may be sent using an automatic telephone dialing system or other technology. Your consent to receive autodialed marketing text messages is not required as a condition of purchasing any goods or services. If you have opted in, the Service provides updates, alerts, and information (e.g., order updates, account alerts, etc.) promotions, specials, and other marketing offers (e.g., cart reminders)] from Islashboutique Group Pty Ltd via text messages through your wireless provider to the mobile number you provided. Message frequency varies. Click the unsubscribe link in any text message to cancel at any time. to cancel at any time. You'll receive a one-time opt-out confirmation text message. If

you have subscribed to other Islashboutique Group Pty Ltd mobile message programs and wish to cancel, except where applicable law requires otherwise, you will need to opt out separately from those programs by following the instructions provided in their respective mobile terms. For Service support or assistance email [support@islashboutique.com](mailto:support@islashboutique.com). We may change any short code or telephone number we use to operate the Service at any time and will notify you of these changes. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages.

The wireless carriers supported by the Service are not liable for delayed or undelivered messages. You agree to provide us with a valid mobile number.

To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the Service, any errors in such information, and/or any action you may or may not take in reliance on the information or Service.

## **SECTION 22 - AVAILABILITY OF PRODUCTS AND OUR NO TIME LIMITS AND NO SCHEDULES POLICY**

1. **No Time Limits and No Schedule Policy:** Our Courses are designed to provide students with flexible access to educational content without any time limits or schedules. You have the freedom to study and progress at your own pace, giving you the opportunity to learn at a speed that suits you best.
2. **Product Version Availability:** We strive to maintain the availability of the product version that allows for no time limits or schedules on our Courses. However, we reserve the right to discontinue or update the product version at any time and for any reason without prior notice.
3. **Access Expiration:** In the event that the product version of our Courses that allows for no time limits or schedules is no longer available, your access may expire. This means that you may lose the ability to continue your progress in the Courses unless you upgrade to a newer product version.
4. **Upgrading to a Newer Product Version:** If your access to the Courses expires due to the unavailability of the product version, you may be required to upgrade to a newer product version to regain access. The terms and conditions of the newer product version will apply upon your upgrade.

5. **Account Responsibility:** You are solely responsible for maintaining the confidentiality of your account information and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use or breach of security regarding your account.

## **Terms and Conditions "Lash Expert" Guarantee:**

### **Eligibility:**

The 'Lash Expert' Guarantee is only available to customers who purchase and complete the online lash design training course offered by our company.

### **Guarantee Coverage:**

Under this guarantee, if you have completed our online training course and are unable to build a successful at-home eyelash business with a fully booked calendar, we will refund the full amount of the course fee.

### **Claim Process:**

In order to claim under the 'Lash Expert' Guarantee, you must notify us in writing within 60 days of completing the course, explaining the reasons for your failure to build a successful and profitable lash business. We may request additional information or evidence to support your claim.

### **Refund Policy:**

Upon acceptance of your claim, we will refund the full amount of the course fee, less any discounts, promotions, or freebies that were given at the time of purchase. The refund will be processed within 30 days of the acceptance of the claim.

### **Freebies:**

If you receive any freebies as part of the course, you are entitled to keep them even if you request a refund under this guarantee.

### **Limitation of Liability:**

Our liability under this guarantee is limited to the amount of the course fee paid by you. We shall not be liable for any other losses, damages, or expenses incurred by you in connection with the training course or your attempt to build a successful lash business.

**Governing Law:**

These terms and conditions shall be governed by and construed in accordance with the laws of Australia. Any disputes arising out of or in connection with this guarantee shall be subject to the non-exclusive jurisdiction of the courts of Australia.

**Changes to Terms and Conditions:**

We reserve the right to modify, amend, or update these terms and conditions at any time without prior notice. The latest version of the terms and conditions will be available on our website.

**Additional Terms and Conditions:****Implementation of Course Material:**

To be eligible for the 'Lash Expertt' Guarantee, you must demonstrate that you have implemented every aspect outlined in the course to grow your business. We reserve the right to verify your implementation of the course material before processing any claim under the guarantee.

**Guaranteed Bookings:**

We can only guarantee bookings in time slots that you have shown to be available in your schedule. Any changes to your availability may affect the number of bookings you receive. We cannot guarantee bookings in time slots that are outside of standard business hours or that are otherwise unusual or impractical. We will provide guidance and support to help you maximize your bookings, but we cannot guarantee a certain number of bookings in time slots that are not practical for most clients.

**Location Limitations:**

The population size in your location may limit the number of bookings you can receive. We will provide guidance and support to help you maximize your bookings, but we cannot guarantee a certain number of bookings in areas with small populations.

**Cooperation with Trainers:**

To receive the full benefit of the training course, you must be cooperative and willing to work with our trainers. We reserve the right to terminate your access to the course if we determine that you are uncooperative or disruptive to the learning process.

**Submission of Assignments:**

You must submit all assignments as outlined in the course and take on the trainers' feedback to improve your performance. Failure to complete assignments may affect your eligibility for the guarantee. The learning process can vary per person and you may be asked

to provide additional assignments by your trainers. Failure to provide additional assignments and content for your course may affect your eligibility for the guarantee.

**Legal Setup and Insurance:**

You must legally set up your business and obtain insurance as outlined in the course. Failure to do so may affect your eligibility for the guarantee.

**Implementation of Strategies and Technology:**

You must implement the strategies and technology outlined in the course to help with business growth. Failure to do so may affect your eligibility for the guarantee.

**Change of Mind:**

Please note that this guarantee does not apply if you change your mind or decide not to pursue an at-home eyelash business after completing the training course. In such cases, the course fee is non-refundable.

By continuing with the course and claiming under the 'Lash Expert' Guarantee, you agree to these additional terms and conditions.