

## **TERMS OF SERVICE**

### **Delivery**

Service Delivery: Appointments are booked through a third party online scheduling software using a secure login and the option of secure online payment for services. Appointment confirmation and reminders are sent via e-mail.

For residential appointments, a minimum \$80 service call is required (amount subject to change without notice). 48 hour prior notice is required to make an appointment. 24 hour cancellation notice is required for individual appointments. One week cancellation notice is required for spa parties. A travel fee may apply. Parking charges will apply if no on-site parking is available.

External and Third Party Service Delivery: As a complement to the services provided by ETERNAL BEAUTY MOBILE ESTHETICS, we may arrange for services to be provided by an external supplier. These suppliers are completely independent of ETERNAL BEAUTY MOBILE ESTHETICS. As such, ETERNAL BEAUTY MOBILE ESTHETICS may not be held responsible for their sites, services, activities or their policies. If you choose to use these suppliers and/or conduct business with the owners of said suppliers, you do so at your own risk. ETERNAL BEAUTY MOBILE ESTHETICS may not be held liable for any disputes resulting from the use of external or third party service suppliers.

Product Delivery: Unless otherwise stated on the web site, delivery charges are fully assumed by the buyer. If duty fees are applicable during delivery outside Canada, they will also be fully assumed by the buyer.

Provided that the products are available, an order will be processed in less than 5 working days. ETERNAL BEAUTY MOBILE ESTHETICS cannot be held responsible for delivery times related to delivery supplier.

Deliveries will not be sent to P.O. boxes.

### **External Websites and Third Party Suppliers**

As a complement to the information included on its site, ETERNAL BEAUTY MOBILE ESTHETICS may provide links to other Websites and Third Party suppliers. These sites are completely independent and are not associated with ETERNAL BEAUTY MOBILE ESTHETICS in any way. As such, ETERNAL BEAUTY MOBILE ESTHETICS may not be held responsible for other sites, their activities or their policies. If you choose to visit these sites and/or conduct business with the owners of said sites, you do so at your own risk. ETERNAL BEAUTY MOBILE ESTHETICS may not be held liable for any disputes resulting from the use of external sites or third party suppliers.

### **Privacy**

Please review our Privacy Policy, which also governs your visit to our website, to understand our practices.

## **Prices Listed on the Site**

Prices listed on the Web site are in Canadian currency; you will therefore be billed in Canadian dollars. If you reside outside Canada, a conversion from your local currency will automatically be carried out by your credit card issuing company.

If applicable, and unless otherwise stated on the Web site, please note that transportation and delivery charges along with applicable sales taxes will be added to your bill.

Prices on the Web site are subject to change without notice.

## **Payment**

When placing an order, you agree to pay the total amount of your order (price of service, price of products including any applicable shipping costs and taxes) as quoted or indicated on the site at the time of the order. You also agree to honour your contract with your financial institution (credit card issuer).

## **Gift Certificates and Gift Cards**

Gift certificates and gift cards are non-refundable and cannot be used to purchase another gift certificate or gift card.

Gift certificates or gift cards with a cash value do not have an expiration date.

Gift certificates and gift cards for treatments or packages may require supplemental fees if the prices exceed the value when making the reservation.

## **Defective Products**

Following a written warning to ETERNAL BEAUTY MOBILE ESTHETICS, all defective products purchased directly from ETERNAL BEAUTY MOBILE ESTHETICS can be returned to ETERNAL BEAUTY MOBILE ESTHETICS until the expiration date of 10 days following the delivery or purchase date of the product. In this case, ETERNAL BEAUTY MOBILE ESTHETICS will assume transportation charges for the return of the product along with the delivery charges of the new product in good condition.

## **Limited Liability**

In any case where ETERNAL BEAUTY MOBILE ESTHETICS is held and proven liable for defective product, the sum of money refunded will be equal to the price paid for the services or products that were returned.

## **Applicable Laws and Dispute Resolution**

These policies are governed by the laws in the Province of Québec, Canada, and by the applicable federal laws in Canada. Any disputes between the user and ETERNAL BEAUTY MOBILE ESTHETICS will be submitted before competent Québec jurisdiction, in the district of

Gatineau, Québec, Canada. All competencies provided and decisions rendered by the courts in matters relating to dispute resolution are exclusive and final.

## **Refunds**

Once services have been provided, all service sales are final and not refundable. Anyone who cancel or reschedule an appointment 24 hours prior to appointments for individual appointments will receive a full refund where applicable. Anyone who cancels or reschedules an appointment for a Spa Party at least 7 business days prior to the scheduled appointment will receive a refund minus the required deposit.

For appointments cancelled or rescheduled outside of the conditions set in the preceding paragraph, no refunds will be issued.

## **TERMS OF USE**

ETERNAL BEAUTY MOBILE ESTHETICS and its associates provide their services to you subject to the following conditions. If you visit, shop or use this website, you accept these conditions. Please read them carefully.

### **Electronic Communications**

When you visit ETERNAL BEAUTY MOBILE ESTHETICS or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### **Trademarks**

ETERNAL BEAUTY MOBILE ESTHETICS trademarks and trade dress may not be used in connection with any product or service that is not ETERNAL BEAUTY MOBILE ESTHETICS's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits ETERNAL BEAUTY MOBILE ESTHETICS. All other trademarks not owned by ETERNAL BEAUTY MOBILE ESTHETICS or its subsidiaries that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by ETERNAL BEAUTY MOBILE ESTHETICS or its subsidiaries.

### **Site Access**

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### **Reviews, comments, emails and other content**

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### **Product and Service Descriptions**

ETERNAL BEAUTY MOBILE ESTHETICS and its associates attempt to be as accurate as possible. However, ETERNAL BEAUTY MOBILE ESTHETICS does not warrant that product and service descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by ETERNAL BEAUTY MOBILE ESTHETICS itself is not as described, your sole remedy is to return it in unused condition.

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### **Site Policies, modification and severability**

Please review our other policies governing your visit to ETERNAL BEAUTY MOBILE ESTHETICS. We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

### **Changes to Existing Policies**

ETERNAL BEAUTY MOBILE ESTHETICS may, at any time and at its own discretion, make changes to these policies without notice. These policies may not be modified by anyone other than ETERNAL BEAUTY MOBILE ESTHETICS.

### **QUESTIONS**

Questions regarding our Terms of Use, Privacy Policy, or other policy related material can be directed to our support staff by clicking on the "Contact Us" link. Or you can email us at: ebemobile@hotmail.com.