

TERMS and CONDITIONS

Your access to and use of this website and services is subject to legally binding terms and conditions. Carefully read the following terms and conditions before accessing or using this website and/or services. Your accessing or use of services and/or website indicates your acceptance of the following terms and conditions and your agreement to be bound by them. The following terms and conditions form a binding agreement ("Agreement") between you, Nancy Este Wellness Inc. and all of its properties ("Nancy Este Wellness"). We may change these terms and conditions at any time without advance notice. Changed terms will become effective once posted on this website. Your continued use of this website, content or services after any change means you have accepted the changed terms and conditions. All references to money amounts in this Agreement, unless otherwise specified, are in Canadian dollars.

COPYRIGHT

Canadian Copyright Law

Copyright protection is automatic in Canada. A work need not be registered with the Canadian Copyright Office nor does it have to be marked with a © to indicate that it is copyright protected.

Restricted Uses

Unauthorized copying or commercial publication or exploitation of text, images, audio and video clips and other content of this website including publication, retransmission, broadcast, circulation, selling, reproduction or redistribution, except as authorized by Nancy Este Wellness, is specifically prohibited. Anyone wishing to use any text, images, audio and video clips and other content for commercial use, publication, or any purpose other than fair dealing as defined by Canadian law, must request and receive prior written permission from Nancy Este Wellness. You covenant and agree not to use any screen scraping, framing, bots, spiders, crawlers, avatars, intelligent agents or other automated processes on this website or its content, without Nancy Este Wellness's written consent. Permission for such uses may be granted on a case-by-case basis at the sole discretion of Nancy Este Wellness. A usage fee may be assessed depending on the type and nature of the proposed use.

Links to Third Party Websites

The Nancy Este Wellness website contains links to third party websites. The linked sites and pages are not under the control of Nancy Este Wellness and Nancy Este Wellness is not responsible for the contents of any linked website. These links are provided as a

convenience only and shall not be construed as an endorsement of, sponsorship of, or affiliation with the linked website by Nancy Este Wellness.

Entire Agreement

These terms and conditions and any other legal notices, policies and guidelines of Nancy Este Wellness linked to these terms and conditions constitute the entire Agreement between you and Nancy Este Wellness relating to your use of this website and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. This Agreement may not be amended or modified except by Nancy Este Wellness making such amendments or modifications available on this website.

Termination of Access

You agree that Nancy Este Wellness, in its sole discretion, may suspend or terminate your password, account, or use of Nancy Este Wellness Properties, Services or Paid Services and remove and discard any User Postings at its convenience or for any reason, including without limitation if we believe you have violated or may violate these Terms and Conditions. You agree that any suspension and/or termination of your access to Nancy Este Wellness properties, or use of the Services or Paid Services may be effected without prior notice and that the Nancy Este Wellness will not be liable to you or to any other person as a result of any such suspension or termination.

Limitation of Liability and Indemnity

IN NO EVENT WILL Nancy Este Wellness OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING AMONG OTHER THINGS LOSS OF REVENUE OR PROFITS), PUNITIVE, OR EXEMPLARY, DAMAGES OF ANY KIND OR SUBJECT TO EQUITABLE OR INJUNCTIVE REMEDIES (WHETHER BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF ACCESS TO, OR — — USE OF THIS WEB SITE, OR DELAY OR INABILITY TO — — USE THIS WEB SITE, OR ANY INFORMATION CONTAINED IN THIS WEB SITE. NOTHING IN THIS LIMITATION OF LIABILITY SHALL EXCLUDE LIABILITIES NOT PERMITTED TO BE EXCLUDED BY APPLICABLE LAW.

As a condition of your use of services, and this website, you agree to indemnify Nancy Este Wellness and its affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting from your use of this website, including without limitation any claims alleging facts that, if true, would constitute a breach by you of these terms and conditions.