

Privacy Agreement

1. This Privacy Agreement (also herein, this “Agreement”, also our “Privacy Policy” or “policy”) is entered into by and between Style & Chic (herein the “Company”, “we”, “us” or “our”), including our legal successors and assigns, and you; this Agreement also sets forth how we use and protect any information that you give us while you are using www.styleandchic.ca, www.colourbreakthrough.com, www.yourstyle.guide (both collectively and individually referred to herein as this “website” or “site”), any of our information, products and/or services, and/or while communicating with us. This Agreement also sets forth certain duties you may have as to us as you use our website, our content and materials. The privacy of our users is very important to us. Should we ask you to provide certain information by which you can be identified when using this website, our products and/or services, then you can be assured that it will only be used in accordance with this Privacy Agreement.

2. Regulatory Matters: Only to the extent the following statutes or rules may be applicable as to this Agreement, to us and to you, the terms of this Agreement, our standard practices and the terms of any other agreement(s) between you and the Company are intended to comply with the terms and rules of the European Union General Data Protection Regulation first effective May 25, 2018, as may be amended (the “GDPR”), and with the terms and rules established by the US Federal Trade Commission (“FTC”), as may be amended, including without limitation the Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003, as amended (“CAN-SPAM Act”) and the Children’s Online Privacy Protection Act of 1998, as amended (“COPPA”), and also with the Digital Millennium Copyright Act of 1998 of the United States, as amended, and the rules established by the World Intellectual Property Organization (“WIPO”), as amended (each of the above, a “Regulation, collectively, the “Regulations”). Both parties to this Agreement pledge their best efforts in cooperation with each other, and in their compliance with applicable Regulations, in general and as set forth in this Agreement.

GDPR / FTC NOTICE: Among other means that you may provide us for our communicating with you, you consent and agree to communicate with us via email. If at any time you would like to stop the collection or use of your information by us, you may opt out or unsubscribe by simply using the “UNSUBSCRIBE” link or button at the bottom of any of our standard email messages to you. Keep in mind that unsubscribing or opting out in this manner may result in limitations on your use of our website, in the ongoing receipt of our products or services, in our ability to communicate with you, or in your ability to communicate with us. See Section 11 below for more details.

3. What We May Collect: Under our standard practices we may collect the following information, which shall not be considered private information or personal data as between you and us, or as among you and us and our contractors (as defined in Section 9 below), but which shall be considered private and personal as to third parties other than our contractors:

- Contact information including names and email address(es).
- General demographic information including without limitation geographic information such as countries, states, provinces, territories, etc.
- Other information relating to your preferences and interests or that is relevant to any customer orders, surveys and/or any offers or giveaways (for example, if you hire us for in-person colour, style, image or branding services, we will need your mailing address or any other address you will provide us with so we can help you at the address you will specify).
- Your lovely face and your whole dressed figure on a photograph or two or more should you decide to ask us about our opinion as per what looks best on you in terms of clothing, shoes, and accessories. We are unable to access your style and recommend you phenomenal clothing items to make your legs look up to here without seeing your figure.
- Any information you may send, provide or deliver to us, either electronically or otherwise, regardless of whether we have committed not to collect it as part of our standard practices under this policy.

4. What We Do Not Collect, Hold or Control: We use secure third-party payment processors for any online payments to us, and we also use secure third-party email service providers and other contractors (as defined in Section 9 below) for communicating with you. For these reasons, and for the benefit of your privacy and security, under our standard practices we do not collect, hold or control any of the following information:

- Credit card or debit card numbers, except for the last four digits of them, which may be collected by us to provide you with any refund, if available, to verify your status as an adult, and for transaction verification purposes.
- Online financial information or bank account information.
- Internet Protocol (“IP”) addresses or Media Access Control (“MAC”) addresses, which may be obtained by us only if required to do so by applicable law, Regulation, rule, administrative order, or in the event you have breached any of your duties to us under this Agreement or any other written agreement we have with you.
- Dates of birth.
- Any information from persons under age 13.
- Tax identification numbers, including without limitation US social security numbers or Canadian social insurance numbers, except as may be necessary for tax purposes from our affiliates that are providing us these numbers so they can receive payments from us.

By our past, present and intended future actions, on our website or otherwise, you and we agree that we are not a “data processor”, nor are we in any way accepting the duties or obligations of a “data processor”, as such term may be described or defined in the GDPR.

5. What We Do with the Information We Gather: We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- We may use the information to improve and customize our website, products and/or services.
- We may periodically send you promotional emails about new products, services, special offers or other information we think you may find interesting using the email address which you have provided.
- We may contact you by email, online chat, social-media connections, phone, text, fax or mail, according to the contact information you have provided us and/or the way(s) you have communicated with us.
- We may use your information to send you promotional information about third parties or the Company that we think you may find interesting or useful.
- From time to time, we may also use your information to contact you for market-research purposes.

6. Security: We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online, including our use of secure contractors (as defined in Sec. 9 below), third-party payment processors and email service providers. Any of your information collected by these secure contractors, third-party payment processors and service providers is subject to their own privacy policies, not ours; therefore, you and we agree that we will have no liability in connection with the actions or inactions of these payment processors and service providers.

7. Our Pledge to Each Other:

A. We agree that we will not sell, lend, lease or rent your information to third parties. We also agree not to share your information with third parties except as provided in this Agreement; we also may share your information under the following unusual circumstances: (i) we have your permission to do so, (ii) it

is clearly probable that you have breached the terms of this Agreement or another agreement we may have with you, or (iii) we are required by applicable law, Regulation, rule or administrative order to do so. We love our users, clients, customers and subscribers, and we hope and believe these feelings are mutual.

B. You agree that a number of the provisions of our <http://styleandchic.ca/legal/> Terms & Conditions and User Agreement may affect your privacy; therefore, our Terms & Conditions and User Agreement are incorporated herein by reference. You also agree that you will uphold and respect our complete ownership of our content, trade names and materials, which are more fully defined and described as “Names” and “Materials” in our User Agreement with you, and you agree to fully uphold your duties and obligations to us under our license to you of our Materials as described in that agreement.

8. How We Use Cookies:

- A “Cookie” is a small file that is usually temporarily stored on your electronic device, often by your internet browser; without limitation these Cookies also may be called pixels, bots, tags, code snippets, beacons, logs, log records, remarketing or retargeting protocols, or may include similar technologies (all of these foregoing are defined as “Cookies” or “cookies” here). The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.
- We use traffic log cookies to identify which pages are being used on our website(s) and webpage(s). This helps us analyze data about webpage traffic and improve our website in order to tailor it to each user’s needs. We use this information for statistical analysis purposes.
- Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your electronic device or any information about you other than the information you have elected to share with us by use of your browser and system settings.
- Also, as part of our standard practices we do not monitor or recognize (and, therefore, our systems typically do not the capability to honor) any behavioral-advertising opt-out or do-not-track mechanisms, settings or signals, including those of your, or anyone else’s, web browser.
- You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser and other system settings to decline, modify or manage cookies, if you prefer. This may prevent or limit you from taking full advantage of our website and/or services.

9. Advertising and Third-party Contractors: Some of our ad networks, advertisers, social media platforms, email delivery and management service providers, payment processors or other independent third-party contractors (all “contractors” herein) occasionally serve you cookies as well. We do not have control over cookies placed by these contractors. We also may use advertising service contractors to help present advertisements on the website and on other sites across the internet. Our contractors also may use cookies to provide you advertisements tailored to interests you have shown by browsing on this and other sites you have visited, to determine whether you have seen a particular advertisement before and/or to avoid sending you duplicate advertisements, or for other similar purposes. In doing so, these contractors may collect data such as your browser type, your operating system, email address(es), web pages visited, time of visits, content viewed, ads viewed, IP/MAC address(es) and other clickstream data. Also, some of our contractors may be considered “data processors” under the GDPR, as applicable, which you acknowledge and agree shall have no bearing upon our being classified as such under the GDPR. The use of cookies by our contractors is subject to their own privacy policies and legal terms, not ours; therefore, you and we agree that we will have no liability in connection with the actions or inactions of these contractors or in connection with your actions or inactions with regard to your information that you may have provided to these contractors.

10. Links to Other Websites: Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we shall not be responsible for the content you may encounter or other results that may occur by your visiting these external sites, nor for the protection and privacy of any information which you provide while visiting such sites and that such sites are not governed by this policy, including in the event that any of such sites happens to be owned or operated by one of our contractors. You should exercise caution and look at the legal terms and the privacy policy or agreement applicable to the website in question.

11. Opting Out, Unsubscribing and Managing Your Information with Us: You may choose to stop the collection or use of your information by us by opting out (also interchangeably described as “unsubscribing” below) at any time as provided here and above in Section 2 of this Agreement. Please note, however, if you are a member of any of our paid membership programs or an affiliate of our affiliate program, then opting out under this policy may result in a cancellation of your membership or affiliate account(s) with us, and a new membership fee or reinstatement fee may apply if you ever want to regain access to any of our membership or affiliate programs. For this reason, if you are a member or affiliate of ours, we may, at our option, email you to verify (i) that you have fulfilled or are fulfilling your obligations under any agreement you may have with us, and (ii) that you do intend to cancel your membership(s) or affiliate account(s) with us, before we close your membership(s) or affiliate account(s). If at any time you no longer want to receive emails similar to those you are receiving from

us, you may opt out or unsubscribe using the “unsubscribe” link or button at the bottom of our email messages. You hereby agree that it is your sole responsibility to properly communicate your decision to opt out in accordance with this Section and this policy. You also acknowledge that your unsubscribing from one email list owned or managed by us may not unsubscribe you from every list owned or managed by us depending on how you elected to subscribe to more than one list with us or if you subscribed using more than one email address with us; therefore, you hereby agree that we may continue to send you correspondence if or when (i) you have subscribed to more than one list with us, or (ii) you have subscribed to one or more of our lists with more than one email address. In either or both of the above circumstances, it remains your sole responsibility to (i) unsubscribe from multiple lists of ours, and/or (ii) to unsubscribe for more than one email address you are using with us, as applicable. If at any time you believe that any information we are holding with regard to you is incorrect or incomplete, please contact us by reply email to any email we have sent to you including the words “contact info correction” in the subject line. If you choose to unsubscribe, we wish you all the best, and you’re welcome to re-subscribe at any time.

12. Minor Children, Communications & Other Privacy Matters: By using our website, you represent the following: (1) that you are at least the age of majority (the “Age of Majority”) in your nation, territory, state or province of residence (“your Place”), and (2) that you are hereby accepting complete legal responsibility for any person in your household or who is using your electronic device who is under the age of majority in your Place, including without limitation any of your minor dependents (any such persons herein, “your minors”) who may be using our website, and (3) if any of your minors are under the age of 13 (herein, an “twelve-and-under minor”), then you also hereby agree to in no way, either directly or indirectly, provide us with any personal data or information relating to any of your minors who also is a twelve-and-under minor. You also represent that any of your minors for whom you are providing your consent herein are subject to your complete and direct supervision for their use of our website and in any and all communications between or among the parties herein. You agree and acknowledge that any communications between or among the parties may include information that we or you consider private, and that not all electronic networks, whether online or private, are always secure. To the fullest extent allowable under applicable law or Regulation, you agree to hold us harmless for any non-intentional loss of, or access to, electronically exchanged and stored information. For us to maintain our standard practices updated in light of ongoing legal and regulatory changes, we reserve the right to make changes to this policy at any time without prior notice to you. You agree to review this Privacy Agreement from time to time to ensure that you are satisfied with any changes. Still, from time to time we may request that you verify, and even re-verify your intent to continue as a party to this Agreement, regarding which you pledge your best efforts to cooperate with us. This version and last update of this Privacy Agreement have been effective since the date listed at the end of this document.

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END OF PRIVACY AGREEMENT