

## Terms & Conditions & User Agreement

1. These Terms & Conditions & User Agreement (also herein “terms and conditions”, “Agreement” or “agreement”) set forth how **Style & Chic** (also herein, the “Company”, “we”, “us” or “our”) and you the user (also herein, “you”, “your”, “user”, “User”, “member” or “Member”, that also here and elsewhere may be referred to as “visitor”, “subscriber”, “customer”, “VIP”, “affiliate” or “Affiliate”), agree to respect each other and each other’s property while and after you are using our website, pages and other information published through [www.yourstyleguide](http://www.yourstyleguide.com), [www.colourbreakthrough.com](http://www.colourbreakthrough.com), [www.styleandchic.ca](http://www.styleandchic.ca) . The term “you” also includes, as applicable, any company, group or organization you may represent, which also is bound hereby, jointly and severally with you as an individual, with your attesting to have both its express and apparent authority to agree on its behalf to all of these terms and conditions.

2. Copyright & Trademark Notice: Unless otherwise specified, all materials appearing on this site, without limitation including the text, site design, logos, graphics, icons, videos and images, as well as the selection, assembly and arrangement thereof, are the sole property of the Company, Copyright © 2018, ALL RIGHTS RESERVED. You may use the content of this site only for the purpose of reading the information on this site, for your own education, for shopping on this site or for placing an order through this site and for no other purpose. No materials from this site may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without our prior written permission. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

3. No Professional Advice: The beneficial but low and no-cost advice shared on our site has been provided for general educational purposes only and for no other purpose. Nothing we provide for you here is intended to replace any form of competent professional advice. If you are in need of professional advice, including medical, mental or emotional health, legal, accounting or tax advice, or any other form of professional advice, then you should seek out a competent professional in that area who can ensure you are provided help that is specific to your particular situation and circumstances. To the extent our offerings are provided to support health, you agree and pledge to maintain full and sole responsibility for your own health and that of your dependents.

4. No FDA Evaluation: As applicable, the advice shared on this site has not been evaluated by the US Food & Drug Administration (FDA). The products and methods mentioned or recommended on this site are not intended to diagnose, treat, cure or prevent any illness or disease, nor are the products and methods intended to replace proper medical help.

5. Trade Disclosures: This website and its information are written, edited and published by the Company, which claims sole and exclusive ownership of its content. For questions about this website or its content, please contact us using the following email address: karolinachic @ shaw . ca (without the spaces). The Company sometimes accepts forms of cash advertising, direct sponsorship, affiliate sponsorship, paid insertions, or other forms of compensation. We abide by word of mouth marketing standards. We believe in honesty of relationship, opinion and identity. The compensation received may influence the advertising content, topics or posts made in our website and its content. Other than what is obviously advertising, if certain content is paid or directly sponsored, then we here pledge our best efforts to clearly identify or label it as such. The Company is sometimes compensated to provide opinions on products, services, websites and various other topics. Even though we may receive compensation for our posts, advertisements or other content, we always give our honest opinions, findings, beliefs, or experiences on those topics or products. The views and opinions expressed on any blog, guest post or in any form of comments on our website are purely that blogger’s own. Any product claim, statistic, quote or other representation about a product or service should be verified with the manufacturer, provider or party in question.

6. Policy for Our Giveaways:

- No purchase(s) necessary to win.
- Unless stated otherwise or delivery is electronic, giveaways are for Canada residents only.
- Entrants must be natural persons 18 years of age or older to enter.
- Winners are chosen at random, which typically means by a method employing the free tools available at [www.random.org](http://www.random.org), or other similar tools; we also may choose a winner by awarding the prize to the first eligible person to respond to our free call to action.

- Winners will be notified by email shortly after the giveaway ends. We are not responsible if a winner's email inbox settings mark or categorize our notification email as junk, spam or the like.
- Winners will have 48 hours to claim the prize or another winner may be chosen at our discretion.
- We may, at our discretion, make public the first name and last initial of our giveaway winners, also making public their state and/or country of residence. All other contact information will remain private and will be destroyed after a winner is confirmed and their prize is confirmed as mailed.
- A winner's tax considerations and any tax or tax-related obligations are entirely their own. Since all of our giveaways are for cash, goods and/or services valued at less than US\$600, we don't and won't be sending any winner a form 1099-misc for US income tax purposes.
- We reserve the right to end, extend, or change a giveaway for any reason and without prior notice.
- We reserve the right to consider any entrant ineligible who has been a winner in one of our giveaways in the last 12 months.
- In any of our giveaways of products from certain companies, we reserve the right to limit the pool of eligible entrants to those persons who are not wholesale members, affiliates, contractors or employees of those companies.
- Odds of winning in one of our giveaways depend on number of entrants.
- Void where prohibited by law.

7. Other Terms & Conditions: All of the provisions of our [Privacy Agreement](#) and User Agreement are incorporated by reference into these Terms and Conditions. We make no guarantees or warranties about any information on our site, including without limitation any warranty of fitness for a particular purpose. Anyone subscribing to our website or using any of our programs, posts or pages is also agreeing to these Terms and Conditions, and any user providing us their email address in exchange for our delivering any content to them personally or who is registering for one or more of our webinars or videos also is assenting and agreeing to receive emails from us on a regular basis. Any of our subscribers may unsubscribe at any time by reply email if the email was sent directly by us or one of our staff (including "unsubscribe" in the subject line), or otherwise by unsubscribing by clicking the link or button provided in the footer of our emails. We love our subscribers and will not sell, lease or distribute your email address or any other information to any third parties unless we have your permission or are required by law to do so. These terms and conditions will supersede any previous terms and/or conditions you may have copies of in any form, regardless of whether we or you have signed them or not. We reserve the right to make changes to this site and these terms and conditions at any time.

8. Governing Law: This agreement shall be construed under the laws of the province of Alberta without regard to conflicts of law principles.

9. Severability and Interpretation: Whenever possible each provision of these terms and conditions shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of these terms and conditions shall be prohibited, void, invalid, or unenforceable under applicable law, such provision shall be ineffective to the extent of such prohibition, invalidity, voidability, or enforceability without invalidating the remainder of such provision or the remaining provisions of this agreement. We and you agree that any ambiguity or vagueness of any provision of this agreement shall not be construed against the drafting party because of its being the drafter of this agreement.

10. Survival: All obligations of the parties hereto contained in this agreement shall survive the expiration or termination of this agreement.

11. Arbitration & Relief in Equity: All claims and disputes arising under or relating to these terms and conditions are to be settled by binding arbitration in the Province of Alberta or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction. Should any arbitration be commenced between the parties to this agreement concerning this agreement, or the rights and duties of either in relation thereto, the party prevailing in such arbitration shall be entitled, in addition to such relief as may be granted, to its attorneys' fees and costs in the arbitration. Nothing in the foregoing shall in any way limit the Company from seeking to uphold and defend its rights and privileges contained in the terms of this Agreement or any other applicable agreement with its Users, Members or Affiliates by requesting injunctive relief, administrative relief or any relief in equity, including, without limitation, remuneration for attorneys' fees and/or other dispute-related costs, in a court of competent jurisdiction, by administrative proceeding or by any other legal means.

12. Refunds and Returns: At Company's sole discretion, Company may provide from time to time a refund and/or return policy for you for the products and/or services it provides to you. If or when Company may provide a refund/return policy, it does so in writing in its marketing materials for each of its products and/or services that it provides and/or sells to you, which policies Company may or may not provide for each of its products or services. If, for whatever reason, the Company does not provide a refund/return policy on its marketing materials for one of its products or services, then no refund or return shall be available for such product or service, as long as the Company already has made delivery or availability of the product or a materially complete rendering of its service to you. Company's refund/return policies may differ from product to product, service to service and/or from time to time, and these policies may change looking forward at any time at the Company's sole discretion. You agree to make any requests for any available refunds or returns before or on any applicable deadline by email at the following address: karolinachic @ shaw . ca (without the spaces), including the word "refund" or "return", as applicable, in the subject line of your email. Prior to issuing/processing any form of refund and/or return that may be available, at Company's sole discretion, it may require you to certify with it in writing that you already have fully completed and fulfilled your obligation hereunder to thoroughly search for, and to permanently delete and destroy, all of the digital or electronic Company-provided documents or materials, and to return (only at the Company's sole discretion: and/or destroy) all physical Company documents or materials that are in your possession, including without limitation any or all copies or printouts you may have made of any Company documents or materials. You agree to make any such returns at your sole expense, with their arrival at the Company to be made prior to or on any refund deadline, without any material waste or breakage; the Company may await the safe arrival of your return before issuing any refund. Also, prior to issuing any form of refund and/or return that may be available, at Company's sole discretion, it may require that you re-certify and pledge to continue to uphold your obligations under these Terms and Conditions and under any other agreement you have made with the Company, the terms and provisions of all of which shall continue to apply to the parties hereof and continue as valid and binding agreements, including after any such refund or return is completed, for the longer period of (i) the longest period available under applicable law, or (ii) thirty-five years after the date of your request for a refund and/or return. Company shall not be liable for any untimely or improper refund or return requests, or for any loss of profits or costs, or for any direct, indirect, special, incidental or consequential damages, including costs associated with the procurement of substitute goods or services (whether Company was or should have been aware or advised of the possibility of such damage), arising out of or associated with any loss, suspension or interruption of service, termination of these Terms and Conditions, use or misuse of our materials or content, or other performance of services hereunder. You agree and acknowledge that all of these Terms and Conditions are fair, equitable and reasonable to both parties, including without limitation the provisions of this Section 12.

13. Indemnification: User agrees to defend, indemnify and hold harmless the Company, its officers, affiliates, directors, agents, and employees from and against any and all property damage, personal injuries or death and other liability, loss, cost, expense, or damage, including, without limitation, court costs and reasonable attorney's fees arising out of user's use or misuse, whether intentional or negligent, of the Company's content and information and from user's breach of any of the terms contained in this agreement.

14. Counterparts: This agreement, and any other agreements we may enter into with you later, may be executed in several counterparts or by separate actions between or among its parties, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement It's understood that your accessing and using the information on this website constitutes your complete assent, and, as applicable, the assent of the company, group or organization you represent, to all of these terms and conditions, which shall be considered valid, binding and effective for all purposes.

15. Headings: The headings for sections herein are for convenience only and shall not affect the meaning of the provisions of this agreement.

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END OF TERMS & CONDITIONS & USER AGREEMENT