

# Lifestyles Website Terms of Use

## 1. About the Contract

THE FOLLOWING DESCRIBES THE TERMS ON WHICH WE OFFER YOU SERVICES. BY CHECKING THE "I ACCEPT" CHECKBOX, YOU ACCEPT THE TERMS AND CONDITIONS BELOW AND AGREE THAT THIS REPRESENTS A BINDING CONTRACT BETWEEN YOU AND LIFESTYLES INTERNATIONAL CORPORATION HOLDINGS LIMITED. If you wish to decline these terms and conditions, you will not be granted access to use the Distributor Personal Websites. You, the subscriber, agree that you are a willing subscriber to the Distributor Personal Website services and agree that you will pay the fees associated with this service. These Terms of Service may be amended at any time by us from time to time in our sole discretion without specific notice to you. The latest Terms of Service will be posted on our site, and you should review them prior to using the site.

## 2. Description of Service

Lifestyles International Corporation Holdings Limited operates this website and associated web pages which for purposes of these Terms of Service will be referred to as Distributor Personal Website. Lifestyles International Corporation Holdings Limited offers you access to Distributor Personal Website which provides you access to a collection of online services. Lifestyles International Corporation Holdings Limited offers you access to the Distributor Personal Website in exchange for your agreement to accept and comply with the terms, conditions, and notices stated here and as may be modified by Lifestyles International Corporation Holdings Limited from time-to-time in its sole discretion without notice to you. Unless explicitly stated otherwise, any new features or products that augment or enhance the current Service shall be subject to these Terms of Service.

## 3. General Use of the Distributor Personal Website

You agree that you will not use the Distributor Personal Website, in whole or in part, for any purpose that is unlawful or prohibited by these Terms of Service. You agree that you will not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another web page, use on any other website, transfer, or sell any information, software, lists of users, databases or other lists, products or services provided through or obtained from the Distributor Personal Website. This means, among other activities, that you agree not to engage in the practices of "screen scraping", "database scraping", or any other activity with the purpose of obtaining lists of users or other information. You agree that you will not use the Distributor Personal Website in any manner which could damage, disable, overburden, or impair the Distributor Personal Website or interfere with any other party's use and enjoyment of the Distributor Personal Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Distributor Personal Website. Except with the written permission of Lifestyles International Corporation Holdings Limited, you agree that you will not access or attempt to access password protected, secure or non-public content of the Distributor Personal Website. Unauthorized individuals attempting to access prohibited areas of the Distributor Personal Website may be subject to prosecution.

## 4. Registration/Privacy Policy

In order for you to participate in the Service, Lifestyles International Corporation Holdings Limited will require that you provide specific information about yourself. If you choose to participate in such services, you agree to provide true, accurate and complete information and to refrain from impersonating or falsely representing your affiliation with any person or entity (such information being "Member Data"). Member Data and certain other information about you is subject to our Privacy Policy. You agree and acknowledge that Member Data from the registration process is used to send you information about Lifestyles International Corporation Holdings Limited and services. Sensitive information will never be divulged to others without your permission. Some of your personal information

from this service may be displayed on the personalized public web pages that you receive from Lifestyles International Corporation Holdings Limited. You can modify all of your personal information by signing into the service and selecting Account Management or by contacting customer support. Although privacy issues are very important to us, given the current regulatory and technical environment you should not have an expectation of privacy in your Distributor Personal Website or Member Data associated with it. By way of example (without limiting the foregoing), we may be forced to disclose information to the government or third parties under certain circumstances, or third parties may unlawfully intercept your private communications. We cannot ensure that all private communications or information associated with your Distributor Personal Website will remain private. For more information, Lifestyles International Corporation Holdings Limited urges you to review the Lifestyles International Corporation Holdings Limited Privacy Policy which is part of this Agreement.

## **5. Content Submitted to Lifestyles International Corporation Holdings Limited**

The Distributor Personal Websites includes a number of venues that enable you to disseminate and exchange thoughts and opinions to and with other members of the public. Since Lifestyles International Corporation Holdings Limited firmly believes in the value of free and open dissemination and exchanges, it is under no obligation to monitor, pre-screen, or otherwise censor your thoughts and opinions. Therefore, Lifestyles International Corporation Holdings Limited cannot be responsible for the appropriateness, accuracy, sufficiency, correctness, veracity, completeness, or timeliness of such thoughts and opinions. Always use caution when posting any personally identifying information about yourself or your children on the Distributor Personal Websites.

## **6. Member Conduct**

You, and not Lifestyles International Corporation Holdings Limited, are entirely responsible for all information, data, text, software, music, sound, photographs, messages or other materials ("Member Content") posted via the Service. Lifestyles International Corporation Holdings Limited does not control the Member Content posted via the Service and as such, does not guarantee the accuracy, integrity or quality of such content. With respect to the content on your Distributor Personal Website you agree not to:

- post, broadcast, upload or otherwise transmit any content not related to appropriate subject matters
- post, broadcast, upload or otherwise transmit any content which is misleading to others, including, but not limited to, consumers
- post, broadcast, upload or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable
- post, broadcast, upload or otherwise transmit any content that you do not have a right to post and transmit under any law or contractual or fiduciary relationships (such as information learned or disclosed as part of employment relationships or under nondisclosure agreements)
- post, broadcast, upload or otherwise transmit any content, such that such posting, uploading, or transmission constitutes the infringement of any patent, trademark, trade secret, copyright or other proprietary rights of any party
- post, broadcast, upload or otherwise transmit any materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
- post, broadcast, upload or otherwise transmit any materials which imposes an unreasonable or disproportionately large load on our infrastructure

- post, broadcast, upload or otherwise transmit any content that is harmful to minors
- post, broadcast, upload or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "spam," "chain letters," "pyramid schemes," or any other form of solicitation
- Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service
- Intentionally or unintentionally violate any applicable local, provincial, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities Exchange Commission, any rules of national or other securities exchange, including without limitation, the Toronto Stock Exchange, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations have the force of law
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge any headers or other manipulation or identifiers in order to disguise the origin of any content transmitted through the service; collect or store personal data about any other individual
- Promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals
- Attempt to access the accounts of others, or attempt to penetrate security measures of Lifestyles International Corporation Holdings Limited, Partner or other entities using trademarks of Lifestyles International Corporation Holdings Limited, whether or not the intrusion results in corruption or loss of data; and/or resell or exploit for any commercial purpose Lifestyles International Corporation Holdings Limited's services by any and all means

We believe in each person's right to express themselves, but sometimes the words you want to speak will be inappropriate for the community at large. From time to time, we may ask you to place some of your content behind password protection if we believe such content is inappropriate for the community at large (unless they violate these Terms of Service in which case they should not be on our system at all). If we ask you to place your content behind password protection and you fail to do so promptly, we at our sole option may choose to (a) place such content behind password protection ourselves, or (b) terminate these Terms of Service and your Lifestyles International Corporation Holdings Limited account. Furthermore, in cases where we have asked you to place content behind password protection or the content otherwise appropriately belongs behind password protection, you may not publish your password in such a way that negates the limited access nature of the password protected Distributor Personal Website. Lifestyles International Corporation Holdings Limited has a zero tolerance Spam policy. Any user who sends Spam emails using an Lifestyles International Corporation Holdings Limited trademark or website address or the trademarks or website addresses of any of our partners may be immediately terminate from any or all online services provided by Lifestyles International Corporation Holdings Limited or one of our partners. Any user who causes damage to our servers or loss of business or otherwise causes interruption from normal service due to violation of this policy will be held liable for those damages or loss of business. The following constitute the definition of Spam or Spamming:

- Sending any email or fax with a Lifestyles International Corporation Holdings Limited trademark or website address or the trademarks or website addresses of any of our partners as an advertisement to anyone as part of an initial contact.
- Sending any email or fax with an Lifestyles International Corporation Holdings Limited trademark or website address or the trademarks or website addresses of any of our partners to anyone that has not requested this information from you first.

- Sending any email or fax with a Lifestyles International Corporation Holdings Limited trademark or website address or the trademarks or website addresses of any of our partners to any type of "Safe List" or through any type of "Safe List" service.

- Sending any email or fax with a Lifestyles International Corporation Holdings Limited trademark or website address or the trademarks or website addresses of any of our partners as part of an email that is sent as a result of a posting to a classified ad site or guest book or Links site.

## **7. Third Party Content**

For your convenience, the Distributor Personal Websites contains content and information from Lifestyles International Corporation Holdings Limited System's partners and/or links to partner web sites ("Third Party Content"). Such content is not under the control of Lifestyles International Corporation Holdings Limited and Lifestyles International Corporation Holdings Limited is not responsible for such content, including, without limitation, any link contained in such content, or any changes or updates to such content. Lifestyles International Corporation Holdings Limited is providing such Third Party Content to you only as a convenience, and the inclusion of such content does not imply endorsement by Lifestyles International Corporation Holdings Limited of such content or the affiliate. You may be subject to additional and/or different terms, conditions, and privacy policies when you use third party services, content, software, or sites. Lifestyles International Corporation Holdings Limited is not and will not be responsible for (i) the terms and conditions of any transactions between you and any third party, (ii) any insufficiency of or problems with any such third party's background, insurance, credit or licensing, or (iii) the quality of services performed by any such third party or any other legal liability arising out of or related to the performance of such services. In the event that you have a dispute with any such third party, you release Lifestyles International Corporation Holdings Limited (and its affiliates, and consequential) of liability of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

## **8. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. WE AND OUR SUPPLIERS PROVIDE OUR SERVICE, THE DISTRIBUTOR PERSONAL WEBSITE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. (B) LIFESTYLES INTERNATIONAL CORPORATION HOLDINGS LIMITED MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, AND (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS SERVICE, THE DISTRIBUTOR PERSONAL WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

## **9. LIMITATION OF LIABILITY**

IN NO EVENT SHALL LIFESTYLES INTERNATIONAL CORPORATION HOLDINGS LIMITED AND/OR OUR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA OR PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE) EVEN IF LIFESTYLES INTERNATIONAL CORPORATION HOLDINGS LIMITED OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, ARISING OUT OF OR IN CONNECTION WITH (A) THE USE OR INABILITY TO USE THE SERVICE, (B) THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, (C) FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICE OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, OR (E) ANY OTHER MATTER RELATING TO THE SERVICE. SOME OF THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PERSONAL

BUSINESS CENTER SITE, OR WITH ANY OF THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE DISTRIBUTOR PERSONAL WEBSITE.

### **10. Pricing, Product Availability and Information**

Lifestyles International Corporation Holdings Limited. strives to provide current and up-to-date information on all of our websites, including the corporate website, the Personal Business Centre, Distributor Personal Websites and the Online Shopping Cart. However, errors may occur from time to time including, but not limited to, pricing discrepancies. Lifestyles International Corporation Holdings Limited cannot guarantee at any time that the product prices advertised on our websites are accurate, nor can we guarantee the products will be available at the time of order, or after the order is placed. Lifestyles International Corporation Holdings Limited does not assume responsibility for inaccurate pricing, or accuracy of information on the products and services advertised on our websites and affiliated websites.

Lifestyles International Corporation Holdings Limited reserves the right to correct and/or change pricing of products, services, promotions, product information, fees, and other charges without prior notice or liability to you or any other person.

### **11. Return/Refund Policy for Online Shopping:**

At Lifestyles, we're confident you will be satisfied with our products. However, if for some reason you're not, we offer an unconditional 100% money-back guarantee on all of our products within thirty (30) days of purchase.

Simply contact Lifestyles Customer Service Department at:

**Lifestyles Czech Republic s.r.o.**

Hlavni 131, 624 00 Brno, Czech Republic

Phone: 00420 541 425 425

Fax: 00420 541 425 428

Email: euro@lifestyles.net

You can also return any unused product, along with a letter of explanation and copy of your invoice to:

**Lifestyles Czech Republic s.r.o.**

Hlavni 131, 624 00 Brno, Czech Republic

### **12. Delivery Policy**

All orders are subject to availability, and in most cases, delivery will be within 7 days of placing the order. Any questions or concerns about the delivery of an order should be direct to Customer Services at:

**Lifestyles Czech Republic s.r.o.**

Hlavni 131, 624 00 Brno, Czech Republic

Phone: 00420 541 425 425

Fax: 00420 541 425 428

Email: euro@lifestyles.net

### **13. Proprietary Rights for Distributor Personal Website**

Lifestyles International Corporation Holdings Limited does not claim ownership of the content you place on any Member Distributor Personal Website or within any service. By using your Distributor Personal Website, you grant Lifestyles International Corporation Holdings Limited a worldwide, royalty-free non-exclusive license to (i) host, use, reproduce, modify, distribute, transmit, combine with information provided by third parties, and



publicly display your content on and through the Distributor Personal Websites, and co-branded or mirrored versions of such sites, and in Lifestyles International Corporation Holdings Limited's Systems promotional or advertising materials, and (ii) sublicense to third parties such content to the extent necessary for the creation and maintenance of, in part or in whole, such sites. Some Distributor Personal Websites contain copyright material and all proprietary rights in that material remains the property of the company. Reproduction, redistribution and transmission of any information contained in this Distributor Personal Website is strictly prohibited save that Distributor Personal Website subscribers may download and reproduce materials from Distributor Personal Websites for their own personal use.

#### **14. Indemnification**

You agree to indemnify and hold Lifestyles International Corporation Holdings Limited and its, suppliers, affiliates, partners, subsidiaries, employees harmless from any and all claims and demands, including, but not limited to, reasonable attorneys' fees, made by any third party due to or arising out of any information, including but not limited to member information, and your publicly posted information, submitted, posted, or otherwise provided by you to your Distributor Personal Website and/or Lifestyles International Corporation Holdings Limited and/or its affiliates.

#### **15. Copyright**

All materials on the Distributor Personal Websites (as well as the organization and layout of the Lifestyles International Corporation Holdings Limited website) are owned and copyrighted or licensed by Lifestyles International Corporation Holdings Limited, its affiliates or its suppliers. All rights reserved. No reproduction, distribution, or transmission of the copyrighted materials of the Distributor Personal Websites is permitted without the written permission of Lifestyles International Corporation Holdings Limited. Any rights not expressly granted herein are reserved. We respect the intellectual property rights of others and we ask our members to do the same.

#### **16. Trademarks**

Lifestyles International Corporation Holdings Limited, Distributor Personal Websites, the Distributor Personal Website logo, Phoenix, and other Lifestyles International Corporation Holdings Limited logos and product and service names are trademarks of Lifestyles International Corporation Holdings Limited. Without Lifestyles' prior permission, you agree not to display or use in any manner, the Lifestyles International Corporation Holdings Limited's Marks.

#### **17. Modification**

Lifestyles International Corporation Holdings Limited reserves the rights at anytime and from time to time to modify, discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Lifestyles International Corporation Holdings Limited shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

#### **18. Termination**

Lifestyles International Corporation Holdings Limited and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any content that is posted by you or any other party to your Distributor Personal Website. You further agree that Lifestyles International Corporation Holdings Limited shall have the right to remove Elements from your member Distributor Personal Website, your Distributor Personal Website account, with or without notice to you, at any time at our sole discretion, if we discontinue offering the Element for any reason. You further agree that Lifestyles International Corporation Holdings Limited, in its sole discretion, may terminate your password, your member Distributor Personal Website, your Distributor Personal Website account or your use of the Service for any reason, including, without limitation, if you breach these Terms of Service, for lack of use, if we are unable to verify or authenticate any information you provided to us, or if Lifestyles International Corporation Holdings Limited believes that you have violated or acted inconsistently with the spirit of these Terms of Service. We may also terminate your member Distributor Personal Website and/or Distributor Personal Website

account if we decide, in our sole discretion, to discontinue offering our services.

## **19. General Information**

These Terms of Service shall be governed in all respects by the laws of the Province of Ontario, Canada, as such laws are applied to agreements entered into and to be performed entirely within Ontario between Ontario residents. Both parties submit to exclusive jurisdiction and venue in Ontario and further agree that any cause of action arising under these Terms of Service shall be brought in a court in Ontario. If any provision of these Terms of Service is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. You may not assign or transfer these Terms of Service or your rights in your member Distributor Personal Websites, and any attempt to the contrary is void. These Terms of Service sets forth the entire understanding and agreement between us with respect to the subject matter hereof. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect. A printed version of this Agreement shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The services hereunder are offered by Lifestyles International Corporation Holdings Limited, located at 8100 Keele Street, Vaughan, ON, L4K 2A3.

*Last Updated: June 2021*