

## STYLE BAR TERMS OF SERVICE AGREEMENT

PLEASE READ THE FOLLOWING TERMS OF USE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR SITES AND OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITES OR OUR SERVICES. THIS TERMS OF SERVICE AGREEMENT IS EFFECTIVE AS OF 01/29/2019.

## **ACCEPTANCE OF TERMS**

The following Terms of Service Agreement (the "TOS") is a legally binding agreement that shall govern the relationship with our users and others which may interact or interface with STYLEBAR, also known as STYLEBAR LTD, located at

**Britcay House** 

236 Washington Rd

George Town

Cayman Islands

and our subsidiaries and affiliates, in association with the use of the STYLEBAR LTD website, which includes http://www.stylebar.ca (the "Site") and its Services, which shall be defined below.

## DESCRIPTION OF WEBSITE SERVICES OFFERED

The Site is which has the following description:

Business Website for STYLEBAR LTD

Any and all visitors to our site shall be deemed as "users" of the herein contained Services provided for the purpose of this TOS.

The user acknowledges and agrees that the Services provided and made available through our website and applications, which may include some mobile applications and that those



applications may be made available on various social media networking sites and numerous other platforms and downloadable programs, are the sole property of STYLEBAR LTD . At its discretion, STYLEBAR LTD may offer additional website Services and/or products, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional Services and/or products and any and all updated, modified or revised Services unless otherwise stipulated. STYLEBAR LTD does hereby reserve the right to cancel and cease offering any of the aforementioned Services and/or products. You, as the end user, acknowledge, accept and agree that STYLEBAR LTD shall not be held liable for any such updates, modifications, revisions, suspensions or discontinuance of any of our Services and/or products. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, modified,

revised or modified terms, you must stop using the provided Services.

Furthermore, the user understands, acknowledges and agrees that the Services offered shall be provided "AS IS" and as such STYLEBAR LTD shall not assume any responsibility or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personalization settings.

## Spray Tanning – Important Information

- ... The spray tanning process is accomplished by the application of a solution that contains the active ingredient, DHA (Dihydroxyacetone) DHA has been approved in cosmetic use by the FDA. The DHA solution is sprayed onto the skin manually with a HVLP (High Velocity Low Pressure) spray gun.
- ... Your spray on tan color will not provide you with protection from tanning beds or the sun.

  A quality sunscreen should still be worn.
  - ... The tanning solution contains color that may transfer to clothing and other fabric items.

    Dark clothing should be worn during the spray tan development time. STYLEBAR LTD is

    not responsible for potential stains to clothing or fabric.



- ... If you have sensitive skin or allergies to sunless tanning products, we suggest consulting you physician prior to tanning.
- ... Allergic reactions are extremely rare but if you have never used a sunless tanning product, we suggest a patch test 24 hours before the full body application.
  - ... You should follow written and verbal instructions provided by your tanning consultant.

    Failure to do so may adversely affect your tanning results.
- ... Your tan's duration is based on many factors such as age, skin condition, exfoliation rate, lifestyle, etc. STYLEBAR LTD has no control over these factors and makes no claims with regard to duration.
- ... STYLEBAR LTD will not be held responsible for any results of a sunless spray tan that has been applied over a home self tanning lotion or spray.
  - ... Consult your tanning professional for tips, aftercare instructions and products to keep your sunless tan looking the best it can be.
- ... If you have any medical conditions which could be adversely affected by the application of the tanning solution, it is your responsibility to advise STYLEBAR LTD of these conditions prior to the start of the tanning session.

Assumption of Risks – By reading this document, you (or your parent/guardian if under the age of 18) agree that you are aware of and assume all risks related to the provision of tanning and other services by STYLEBAR LTD, including but not limited to the following:



- ... Any medical conditions or adverse reactions which may arise from contact with, inhalation of or application of the spray tanning solution;
- ... Loss or injury due to attendance at the site of the services, including movement in and out of the tanning tents;
  - ... Loss, damage or theft of personal items;
  - ... Adverse results arising from failure to follow tanning and aftercare instructions.

STYLEBAR LTD Liability/Waiver of Claims – In consideration of the receipt of the products and services outlined herein and the use of facilities for the provision of those services, I agree to waive any and all claims that I or my heirs, administrators, executors or assigns may have against the Releasees, and to release the Releasees from any and all liability for loss, damage or expense which I may suffer, due to any cause whatsoever including negligence, breach of contract or breach of statutory duty or duty of care (including any duty of care arising from occupiers' liability legislation) on the part of the Releasees or any of them flowing from my receipt of products and services by STYLEBAR LTD.

STYLEBAR LTD collects, uses and discloses personal information only for purposes necessarily related to the provision of services herein, and does not sell or rent your personal information to third parties.

Any legal actions against any of the Releasees arising from the provision of products and/or services by STYLEBAR LTD will be construed in accordance with and governed by the laws in force in the Grand Cayman.