

TERMS AND CONDITIONS

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TERMS AND CONDITIONS

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I. INTRODUCTION

www.albova.com ("we," "us," or "our") welcomes you.

At albova.com we provide easy to navigate and user-friendly website that allow you to book beauty services and other services online. We offer you access to our services through our "Website" (defined below) subject to the following Terms of Service, which may be updated by us from time to time with or without notice to you. By accessing and using this Website, you acknowledge that you have read, understood and agree to be lawfully bound by these terms and conditions and our Privacy Policy, which are hereby incorporated by reference (collectively, this "Agreement"). In case you do not agree with any of these terms, then please do not use the Website.

II. DEFINITIONS

- **"Agreement"** denotes to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website;
- **"Service"** or **"Services"** denotes any service shown below, which we may offer from our Website.
- **"User"**, **"You"** and **"your"** are denotes to the person who is accessing the website for taking or availing any service from us. User shall include the company, partnership, sole trader, person, body corporate or association taking services of this Website;
- **"Service Provider"** or **"Registered Provider"** refers to the users registered with the website for providing the service of offering various services to the customers through the website;
- **"We"**, **"us"**, **"our"** and **"Company"** are references to **Albova, Inc.**;
- **"Website"** shall mean and include "<https://albova.com>, mobile-application(**"App"**) and any successor Website of the Company or any of its affiliates;
- **"User Account"** shall mean an electronic account opened for the customer for availing various services offered in the website;

III. INTERPRETATION

- All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.
- Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or effect the meaning or interpretation of the terms of this Agreement.

IV. INTRODUCTION AND SCOPE

- **Acceptance.** By using the Website in any manner, you are bound by these Terms and Conditions, as well as the terms of the Agreement identified above. In case you do not accept the terms, then please do not use the Website. If you are accepting these Terms on behalf of a Company, organization, government, or other legal entity, you hereby represent and warrant that (a) you are legally authorized to do so, (b) the entity agrees to be legally bound by the Terms, and (c) neither you nor the entity is barred from using the Services or accepting the Terms under the laws of the applicable jurisdiction.
- **Scope.** These Terms govern your use of the Website and the Services. Except as otherwise specified, these Terms do not apply to Third-Party Services, which are governed by their own terms of service.
- **Eligibility:** Certain Service of the Website is not available to minors under the age of 16 or to any users suspended or removed from the system by us for any reason.
- **Electronic Communication:** When you use this Website or send e-mails and other electronic communications from your desktop or mobile device to us, you are communicating with us electronically. By sending, you agree

to receive a reply communications from us electronically in the same format and you can keep copies of these communications for your records.

V. SERVICES

At albova.com we provide easy to navigate and user-friendly website that allow you to book beauty services and other services online.

We act as an aggregators and makes it possible for potential customers seeking beauty and other services and make a reservation for such services through its website.

Customers can get an overview of the Service provider and compare facilities, reviews and more.

VI. ABOUT OUR SERVICE

We act as an aggregator and provide you various Providers of services that has been designed to save you time and money. We strive to provide you with the information you need to make an informed choice on which provider of service best suits your needs.

1. It is important that you check our service provider's terms and conditions to check that you understand and agree with them. The Service provider's terms and conditions are not the same as ours.

VII. RESERVATION

When you make a reservation, the default status of that reservation will be "pending confirmation". During this phase, Albova, Inc. representative will check to see if the reservation will be available according to the specifications (date, time, & other requests filled out in the booking form) requested.

When Service Provider approves a reservation, the status of the reservation will be changed to "approved". You will receive confirmation by SMS and Email.

An account will be created for you immediately after submitting your reservation. The account access instruction will be provided in the email. You want to have another available Service Provider be assigned to you, if your requested Service

Provider is unavailable. Cancellations are free as long as the request is made at least 24 hours before the scheduled service.

By Completing a Service Reservation, you agree to receive email and mobile notifications for each for the following reservation statuses: Pending, Approved, Rejected, Canceled, and rescheduled.

You agree to have the information you entered through reservation forms on albova.com be transmitted to relevant employees and associates of Albova, Inc. and Service Providers registered with Albova, Inc. via email, phone and SMS in order to facilitate your request.

VIII. HOW WE GET PAID?

You will not be charged for using our website. Instead,

- when you use our website to take any service from a Service Provider, that Service Provider pays us a commission.

IX. MODIFICATIONS TO THE SERVICE

We reserve the right, in our discretion, to change, modify, add to, or remove portions of the Terms (collectively, “**Changes**”), at any time. We may notify you of Changes by sending an email to the address identified in your Account or by posting a revised version of the Terms incorporating the Changes to its Website. Your unrelenting use of the Website or Services ensuing notice of the Modifications (or posting of the Terms incorporating the Modifications in the event your email address is no longer lawful, is obstructed, or is otherwise not able to obtain the notice) will mean that you agree to the Changes. Such Modifications will apply prospectively beginning on the date, the Changes are posted to the Website.

X. USER CONTENT

A. Content Responsibility.

The website permits you to share content, post comments, feedback etc. (“content”) but you are solely responsible for the content posted by you and once you submitted the, it is not always be removed or withdrawn from the website. It

is you all your risk and accountability towards the submitted content reliability and quality. You represent that you have required permission to use the content.

When posting content to the website, please do not post content that:

- contains ill-mannered, profane, abusive, racist or hateful language or expressions, text, photographs or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial or religious nature
- is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims
- violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community
- discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law
- violates or inappropriately encourages the violation of any municipal, state, federal or international law, rule, regulation or ordinance
- transmits viruses or other harmful, disruptive or destructive files
- sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual or repeats prior posting of the same message under multiple emails or subjects
- Information or data which are unlawfully obtained

Our staff reviews all content submitted. Any submitted content that includes, but is not limited to the following, will be refused. If repeated violations occur, we reserve the right to cancel user access to website without advanced notice.

XI. PAYMENT AND REFUND

- You will pay the full amount agreed for a service you reserved through Albova, Inc.'s platform.
- In case, if you will arrive late be sure to communicate this with Albova, Inc. promptly so that your Service Provider can be informed. Your Service Provider may charge a late fee or alter your service. Albova, Inc. does not

accept responsibility or liability for the actions of your Service Provider in the event that you're late.

- **Fulfilment Service:** Once your reservation is approved, either your Service provider will meet you at the designated meeting point or you will meet at the service provider's location at the agreed upon time. The service provider will begin to render agreed upon services immediately or as soon as possible. You will abide by the Service Provider's rules while on the premises or in contact with their property. You will confirm your security phrase with your Service Provider at the meeting point. If the Individual meeting you does not know the security phrase, he or she may be impersonating your Service Provider, therefore you should refuse their service. Please call Albova, Inc. immediately if this happens.
- **Not Allowed:** You agree that the service provider can refuse rendering services to you for reasons that include but are not limited to you being unfit to engage in services, disrespectful to the Service Providers staff, infected with a contagious virus or disease, etc.
- Payment mode shall be:
 - Online: Credit Cards and Debit cards;
- Accepted cards are: Visa / Delta / Electron / MasterCard / Eurocard / Maestro/ American Express Debit cards are accepted if they have a Visa or MasterCard logo.
- We may refuse or be unable to process your order if:
 - Your card does not give authorization for the payment of purchase price.
 - You do not meet the eligibility to order criteria set out above.
- You must notify us instantly if any particulars are inappropriate.
- Please check our Rescheduling, Cancellation and Refund Policy for related questions.
- We are happy to support you if there is any issue you can contact our back-office team for any inquiry or problem.
- We take customer feedback very seriously and use it to constantly improve the quality of service.

XII. LIMITED GUARANTEE

By this Website:

- We provide an opportunity for you to avail the offered Services from our Website.
- We do not provide any warranty or guarantee that the Service descriptions are accurate, complete, reliable, current, or error-free. If a Service offered by the Website is not as described, your sole remedy is to intimate us about Services for taking further action.

XIII. GEOGRAPHIC RESTRICTION

We reserve the right, but not the obligation, to limit the usage or supply of any service to any person, geographic region or jurisdiction. We may use this right as per the necessity. We reserve the right to suspend any Service at any time. Any offer to provide any Service made on this Website is invalid where banned.

XIV. CUSTOMER RESPONSIBILITIES

- You shall use the Service and Website for a lawful purpose and comply with all the applicable laws while using the Website;
- You shall not upload, any content on the website that:
 - Defamatory, infringes any trademark, copyright or any proprietary rights of any person or affect any one's privacy, contain violence or hate speech, including any sensitive information about any person.
- You shall not use or access the Website for collecting any market research for some competing business;
- You shall not misrepresent or personate any person or entity for any false or illegal purpose;
- You shall not use any virus, hacking tool for interfering in the operation of the Website or data and files of the Website;
- You will not use any device, scraper or any automated thing to access the Website for any purpose without taking permission from us.
- You will inform us about anything is inappropriate or you can inform us if you find something illegal in the website;
- You will not interfere with or try to interrupt the proper operation of the Website through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or try to gain access

to any data, files, or passwords connected to the Website through hacking, password or data mining, or any other means;

- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Website;
- You will not take any action that levies or may levy (in our sole decision) an unreasonable or unreasonably big load on our technical arrangement; and
- You will let us know about unsuitable content of which you become aware. If you discover something that infringes any law, please let us know, and we'll review it.

We reserve the right, in our sole and absolute discretion, to deny you access to the Website or any service, or any portion of the Website or service, without notice, and to remove any content.

XV. NO ADVISORY

Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that may be available on the Website (including information provided in direct response to your questions or postings) may be provided by individuals. We do not in any way endorse any individual described herein. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information.

If you rely on any of the Information provided by the Site, you do so solely at your own risk. The Information that you obtain or receive from us and our employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website are for informational and scheduling purposes only. These terms and conditions can be accessed www.albova.com. Your use of Information provided on the Website is solely at your own risk.

XVI. GENERAL CONDITIONS

- We does not guarantee the accuracy, completeness, validity, or timeliness of information listed by us.

- We make material changes to these terms and conditions time to time, we may notify you either by prominently posting a notice of such changes or via email communication.
- The website is licensed to you on a limited, non-exclusive, non-transferrable, non-sub-licensable basis, solely to be used in connection with the Service for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they are applicable to the Service.
- You further acknowledge and agree that we have no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the website to conform to any applicable warranty, including those implied by law, you may notify us of such failure; upon notification, our sole warranty obligation to you will be to refund to you the purchase price, if any, of the Website.
- You acknowledge and agree that we are not responsible for addressing any claims you or any third party may have in relation to the website;
- Both you and us acknowledge and agree that, in your use of the website you will comply with any applicable third party terms of agreement which may affect or be affected by such use.
- You agree that Albova, Inc. will not be liable or responsible for the resulting effect a Service provider's refusal to render services to you, may have on you.

XVII. EXCLUSION OF LIABILITY

You understand and agree that we (a) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties; and (b) shall not be responsible for any materials posted by us or any third party. You shall use your own judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential or any other form of loss or damage that may be suffered by a user through the use of the www.albova.com Website including loss of data or information or any kind of financial or physical loss or damage.

In no event shall **Albova, Inc.**, nor its Owner, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content attained from the Service; and (iv) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage, and even if a cure set forth herein is originated to have futile of its important purpose.

XVIII. NO RESPONSIBILITY

We are not responsible to you for:

- any reliance that you may place on any material or commentary posted on our website. Please note that nothing contained in our website or the material published on it is intended to amount to advice on which you should rely; or
- any losses you suffer because the information you put into our website is inaccurate or incomplete; or
- any losses you suffer if you misrepresent any fact which may influence the Service provider's decision to accept the risk or the terms offered; or
- any losses you suffer because you cannot use our website at any time; or
- any losses you suffer through connecting to any linked third party websites or any statements, information, content, products or services that are published on, or may be accessible from, any linked third party website and we do not guarantee that they are free from viruses or anything else that could be infectious or destructive; or
- any errors in or omissions from our website; or
- any losses you may suffer by relying on any commentary, postings or reviews (of our services or that of our partners) on our website; or

- any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it; or
- the privacy policies and practices of other linked third party websites, even if you access them using links from our website; or
- any unauthorised access or loss of personal information that is beyond our control.

XIX. THIRD PARTY LINKS

The Website may comprise links to external or third-party Websites (“External Sites”). These links are provided exclusively as ease to you and not as an authorization by us of the content on such External Sites. The content of such External Sites is created and used by others. You can communicate the site administrator of those External Sites. We are not accountable for the content provided in the link of any External Sites and do not provide any representations about the content or correctness of the information on such External Sites. You should take safety measure(s) when you are downloading files from all these Websites to safeguard your computer from viruses and other critical programs. If you agree to access linked External Sites, you do so at your own risk.

XX. PERSONAL INFORMATION AND PRIVACY POLICY

By accessing or using this Website, you approve us to use, store or otherwise process your personal information as per our Privacy Policy.

XXI. ERRORS, INACCURACIES AND OMISSIONS

Every effort has been taken to ensure that the information offered on this Website is accurate and error-free. We apologise for any errors or omissions that may have occurred. We cannot give you any warranty that usage of the Website will be error-free or fit for purpose, timely, that defects will be amended, or that the site or the server that makes it available are free of viruses or bugs or signifies the full

functionality, accuracy, reliability of the Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.

XXII. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

THE WEBSITE AND THE SERVICE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE, ITS SERVERS OR ITS CONTENT OR SERVICE ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL LICENSES OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, LICENSES OR WARRANTIES OF TITLE, MERCHANTABILITY, NON-VIOLATION OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A MATTER OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. IN RELATION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY UNINTENDED, INCIDENTAL, OR SUBSTANTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS STOPPAGE RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE WEBSITE OR THE CONTENT, EVEN IF WE HAVE BEEN RECOMMENDED OF THE POSSIBILITY OF SUCH DAMAGES.

THE WEBSITE MAY COMPRISE TECHNICAL INCORRECTNESS OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT ACCOUNTABLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS RECORDED ON THE WEBSITE. THE WEBSITE MAY CONTAIN INFORMATION ON CERTAIN SERVICES, NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION. A REFERENCE TO A SERVICE ON THE WEBSITES DOES NOT SUGGEST THAT SUCH SERVICE IS OR WILL BE ACCESSIBLE IN YOUR LOCATION. WE RESERVE THE RIGHT TO DO CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITE AT ANY TIME WITHOUT NOTICE.

XXIII. COPYRIGHT AND TRADEMARK

The Website contains material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf

of us (collectively referred to as the “Content”). The Content may be possessed by us or third parties. Unauthorized use of the Content may infringe copyright, trademark, and other laws. You have no rights to use the content, and you will not take any Content except as allowed under this Agreement. No other use is allowed without prior written consent from us. You must recollect all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not transfer, provide license or sub-license, sell, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other Website or in a networked computer environment for any purpose is expressly prohibited.

If you infringe any part of this Agreement, your permission to access and/or use the Content and the Website automatically terminates and you must immediately destroy any copies you have made of the Content.

Our trademarks, service marks, and logos used and displayed on the Website are registered and unregistered trademarks or service marks of us. Other company, product, and service names located on the Website may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with us, the “Trademarks”). Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. None of the Content may be retransmitted without our express, written consent for each and every instance.

XXIV. INDEMNIFICATION

You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your misuse of the Content or the Website. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that is subject to indemnification under this

section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

xxv.MISCELLANEOUS

SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.

TERMINATION

Term. The Services will be provided to you can be cancelled or terminated by us. We may terminate these Services at any time, with or without cause, upon written notice. We will have no liability to you or any third party because of such termination. Termination of these Terms will terminate all of your Services subscriptions.

Effect of Termination. Upon termination of these Terms for any reason, or cancellation or expiration of your Services: (a) We will cease providing the Services; (b) you will not be entitled to any refunds or usage fees, or any other fees, pro-rata or otherwise; (c) any fees you owe to us will immediately become due and payable in full, and (d) we may delete your archived data within 30 days. All sections of the Terms that expressly provide for survival, or by their nature should survive, will survive termination of the Terms, including, without limitation, indemnification, warranty disclaimers, and limitations of liability.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained in this Agreement.

GOVERNING LAW AND JUDICIAL RECOURSE

The terms herein will be governed by and construed in accordance with the law of Canada without giving effect to any principles or conflicts of law. The courts of Canada shall have exclusive jurisdiction over any dispute arising from the use of the Website.

FORCE MAJEURE

We will have no liability to you, your users, or any third party for any failure to perform our or its obligations under these Terms in the event that such non-performance arises as a result of the occurrence of an event beyond the reasonable control of us, including, without limitation, an act of war or terrorism, natural disaster, failure of electricity supply, riot, civil disorder, or civil commotion or other force majeure event.

HOSTING SERVICES

We have entered into arrangements with one or more third parties for hosting services that are essential to the Services incorporated within the Services and without which the Services could not be provided to you.

ASSIGNMENT

The Company shall have the right to assign/transfer this agreement to any third party including its holding company, subsidiaries, affiliates, associates and group companies, without any consent of the User.

CONTACT INFORMATION

If you have any questions about these Terms, please contact us at contact@albova.com.