

Terms of Use

Last Updated: Aug 4, 2022

Please read these Terms of Use (this “**Agreement**”) carefully as it governs the terms and conditions under which Users (“**you**” or “**your**”) may access, view and use the Northern Dream Weaves™ websites, www.northerndreamweaves.ca, <https://shopnortherndreamweaves.ca/>, and <https://northerndreamweaveseducation.mykajabi.com> (collectively, the “**Website**”).

The Website is owned and operated by Jennifer Cooper d.b.a Northern Dream Weaves (“**Northern Dream Weaves™**”, “**us**”, “**we**”, or “**our**”). We operate the Website and provide it for use subject to compliance with this Agreement.

This Agreement includes our Privacy Policy, which is incorporated herein. Please note that your use of the Website and/or Account constitutes your agreement to follow and be bound by the terms of this Agreement and the Privacy Policy. If you object to anything in this Agreement or the Privacy Policy, do not use the Website and/or your Account.

1. Definitions

“**Account(s)**” means User accounts belonging to Course Participants and Wholesale Customers on the Northern Dream Weaves™ Kajabi™ and Shopify™ platforms, respectively.

“**Course(s)**” means hair extensions courses created by Northern Dream Weaves and made available through the Website and/or Account.

“**Course Account**” means user accounts belonging to Course Participants on the Northern Dream Weaves Kajabi™ platform.

“**Course Content**” means any data, information, content, records, files, text, images, video, audio, other multimedia, software or other materials related to the Courses that Northern Dream Weaves makes available to Course Participants through their Account.

“**Course Participant(s)**” means Users enrolled in one or more Courses.

“**Northern Dream Weaves™ Content**” means any data, information, content, records, files, text, images, video, audio, other multimedia, software or other materials that Northern Dream Weaves makes available to Users through the Website including, but not limited to, Course Content.

“Product(s)” means any goods offered for sale on the Website, including but not limited to hair extensions and hair extensions tools, and excludes Courses.

“User(s)” means all individuals or entities that use, view or access the Website and includes Course Participants and Wholesale Customers.

“User Content” means any data, information, content, records, files, text, images, video, audio or other multimedia, software or other information or material that Users load or transmit through the Website, Account, or otherwise.

“Wholesale Account” means User accounts belonging to Wholesale Customers on the Northern Dream Weaves Shopify™ platform.

“Wholesale Customer(s)” means Users who register for a Northern Dream Weaves Shopify™ Account.

2. Changes to this Agreement

This Agreement, including the Privacy Policy, are subject to change and may be updated by Northern Dream Weaves, at its sole discretion, from time to time. We will notify you of any changes to this Agreement by posting the new agreement on the Website, through your Account, and/or by any other method of notice we see fit, including by email.

Accordingly, please review this Agreement periodically for any changes. Changes to this Agreement will be effective immediately upon posting the amended agreement to the Website and/or Account. If you do not accept the amendments, you are required to stop using the Website and your Account. Any use of the Website and/or Account after posting the amended agreement on the Website will constitute acceptance of said agreement.

3. Rules for User Conduct

As a condition of your use of the Website and Account you agree that:

- By using, viewing, or accessing the Website, you represent and warrant that you are 18 years of age or older;
- Course Content is only available for purchase and use by licensed Canadian cosmetologists, cosmetologists that are employed by a salon in the Province of British Columbia, and cosmetologists that are enrolled in a cosmetology training facility in the Province of British Columbia.

- Account may only be created, accessed, and used by a single, individual User. You are responsible for providing accurate, current and complete information in connection with your Account. You must not share Account credentials with others, and you may not assign or otherwise transfer your Account to any other person or entity. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your Account;
- You shall be solely responsible for all activity, including purchase activity, associated with your Account credentials;
- You will in no way record, broadcast, reproduce, make available, or otherwise create copies of Northern Dream Weaves Content. Course Content may only be accessed and downloaded, for personal, non-commercial purposes, via your Account;
- You shall only use, view and access Course Content which you have purchased and to which you have been granted access in connection with your Account;
- You will not use the Website and/or Account for any purpose that is unlawful under any applicable laws or is otherwise prohibited by this Agreement;
- You will not distribute viruses, harmful code, phishing scams, or any other harmful content or technologies, or otherwise take any actions that do or are intended to harm Northern Dream Weaves, the Website, Users, Accounts, third parties, or their interests' or property;
- You will not solicit, harvest, access or otherwise collect information regarding the Website, Users, Accounts, third parties, or their interests, property, or data not intended for you;
- You will not interfere or attempt to interfere with the proper functioning of the Website and/or Accounts, such as by making any automated use of the Website and/or Accounts, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on servers or network infrastructure;
- You will not bypass any measures we take to restrict access to the Website, Accounts and Northern Dream Weaves Content, or use any software, technology, or device to scrape, spider, or crawl the Website, Account and Northern Dream Weaves Content, or harvest or manipulate data related to same;

- You will not probe, scan or test the vulnerability of our Website and/or Accounts, or breach or attempt to breach security or authentication measures related to the Website and/or Accounts; and
- You will not circumvent or manipulate our fee structure or payment process, or otherwise evade fees owed to Northern Dream Weaves.

4. Termination of Accounts and Access to the Website

Northern Dream Weaves™ shall be entitled to terminate your ability to use, access and view the Website, Accounts and Northern Dream Weaves™ Content. To the extent that Users' conduct, as judged by us in our sole discretion, does not comply with this Agreement, we may immediately terminate your access to all or part of the Website, disable your Account, and/or seek other remedies. In the event that your access to all or part of the Website and/or your Account is terminated or disabled, you will not be entitled to refunds or other forms of compensation in respect of any Northern Dream Weaves™ purchases.

Northern Dream Weaves™ shall also be entitled to terminate the operation of the Website and/or Accounts at any time, without notice. Northern Dream Weaves™ may, in its sole discretion, modify, change, suspend or terminate, temporarily or permanently, the Website and/or Accounts or any part of the aforementioned at any time, for any reason, without any notice or liability to you or any other person.

5. Northern Dream Weaves'™ Intellectual Property

The Website and all intellectual property rights in and to the Website including, without limitation, intellectual property rights in Northern Dream Weaves™ Content, are owned by us and/or our licensors. We and our licensors, as applicable, reserve all our intellectual property rights, which include without limitation all copyright, trademark, domain names, design rights, database rights, patent, trade secrets and all other intellectual property rights of any kind, whether registered or unregistered anywhere in the world.

Subject to your compliance with this Agreement, Northern Dream Weaves™ grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence, to access, view and use the Website and stream Northern Dream Weaves™ Content for personal, non-commercial purposes. Nothing in this Agreement grants you any rights in the Website or Northern Dream Weaves™ Content, other than as necessary to enable you to access, view and use the Website and stream Northern Dream Weaves™ Content in compliance with this Agreement. You agree not to adjust, circumvent or delete any intellectual property notices contained within the Website and Northern Dream Weaves™ Content. You are expressly

forbidden from using the Website and the Northern Dream Weaves™ Content in any way that is not expressly and explicitly permitted under the terms of this Agreement. The limited, revocable, non-exclusive, non-transferable, non-sublicensable licence provided remains in effect until it is terminated by you or by Northern Dream Weaves™. YOUR LICENSE IS AUTOMATICALLY REVOKED UPON BREACH OF THE AGREEMENT.

Northern Dream Weaves™' trademarks and the related words and logos are our trademarks or trade names. Nothing in this Agreement or within the Website should be construed as granting any license or right for you to use any such marks or names in any way. We expressly reserve all our trademark rights.

The Website and Northern Dream Weaves™ Content, including, but not limited to, any text, images, photographs, graphics, audio, and any other materials, the arrangement of the foregoing, the look and feel of the Website, Northern Dream Weaves™ Content and the computer programs and software for the Website are protected by copyright. Northern Dream Weaves™ either owns the copyright in and to the Website, Northern Dream Weaves™ Content and the computer programs and software for the Website, or has acquired the appropriate licenses, assignments or permissions to use them. Northern Dream Weaves™ hereby expressly reserves all copyright in and to the Website, Northern Dream Weaves™ Content, and the computer programs and software for the Website.

You shall not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast, download or otherwise exploit the Website or Northern Dream Weaves™ Content, except as expressly permitted in the Agreement. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted in this Agreement.

6. User Content

Course Participants retain any and all rights in and to their User Content submitted to us, whether through the Website, your Course Account, or otherwise. By submitting to us your User Content, whether through the Website, your Course Account, or otherwise, however, you grant us the right and license to host, store, transmit, reproduce, broadcast, display and distribute your User Content for the purpose of providing our Courses.

From time to time, we may also request your permission to use your User Content for various advertising and marketing purposes.

We do not screen, edit or review User Content before it submitted to us. We are merely acting as a passive conduit and do not undertake any obligation or liability relating to any User Content submitted to us, whether through the Website, your Account, or otherwise.

You represent and warrant that: (i) the User Content is yours, that you own it, or you have the right to use it and grant us the rights and license as provided in this Agreement, and (ii) submitting your User Content to us, whether through the Website, your Account, or otherwise, does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

You are solely responsible for your User Content, including its legality, reliability, and appropriateness. You may not post or transmit User Content that is: (a) abusive, defamatory, or obscene; (b) fraudulent, deceptive, or misleading; (c) in violation of copyright, trademark or, other intellectual property rights of another or; (d) offensive or otherwise unacceptable.

We reserve all rights to block or remove communications or materials that we determine to be: (a) abusive, defamatory, or obscene; (b) fraudulent, deceptive, or misleading; (c) in violation of copyright, trademark or, other intellectual property rights of another or; (d) offensive or otherwise unacceptable to us in our sole discretion. If we receive a notice that you have posted objectionable User Content, we will remove such User Content as soon as possible and will terminate your access to your Account, without prior notice or liability.

7. Privacy

Northern Dream Weaves™ will only use the information you provide in accordance with our Privacy Policy. For more information, see our full Privacy Policy, the terms of which are incorporated herein.

8. Third-Party Links

The Website may contain hyperlinks or references to third party materials, websites or platforms (collectively, “Third-Party Links”). Any such embedment, hyperlink or reference is provided for your convenience only. The display of the Website on any third-party website, or hyperlink or reference to any third-party website does not constitute an endorsement of such third party’s website or products. We have no control over Third-Party Links and accept no responsibility or liability for the manner in which these organizations operate, collect, use, disclose or secure and otherwise treat your Personal Information. Your use of Third-Party Links may be governed by the terms and conditions of that third-party site.

For example, we employ a third-party company to process payment and complete the purchase and sale of Northern Dream Weaves™ Courses and Northern Dream Weaves™ Products, as well as host our Courses. All data and information shared for the purpose of purchasing Northern Dream Weaves™ Courses and Products is shared directly with the third-party and is subject to the privacy policy and by the terms and conditions of that third-party.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites. Northern Dream Weaves™ expressly disclaims any liability, damage or loss, directly or indirectly, alleged or derived from the use, access and/or viewing of third-party websites. Further, Users hereby agree to hold Northern Dream Weaves™ harmless from any liability that may result from the use of the third-party websites linked to or referenced within the Website.

9. Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Website and/or your Account. Your mobile network's data rates may apply if you access or use the Website and/or Account from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Website and/or Account. We do not guarantee that the Website and/or Account, or any portion thereof, will function on all hardware or devices. In addition, the Website and/or Account may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications for which we are not responsible.

10. Promotions

From time-to-time, Northern Dream Weaves™ may provide promotions, including but not limited to program-completion incentives, such as, free gifts. All promotions are governed by this Agreement and any such terms and conditions that are made known at the time the promotion is made available. By participating in a promotion advertised through the Website, you confirm your agreement to and acceptance of this Agreement and the terms and conditions of the promotion.

11. Affiliate Program

The Affiliate Program is a referral-based promotion available exclusively to Course Participants. The Affiliate Program is a limited time promotion and is available to the first accepted and vetted individuals we find as successful referrals from Course Participants that results in the opening of a new Account. The Affiliate Referral Fee is equal to five (5) percent of the fee paid for registering a new Account by a new Course Participant(s). Course Participants who successfully

refer five (5) or more new Course Participants will be granted continued access to the Course Content for an additional year free-of-charge.

Northern Dream Weaves™ reserves the right to discontinue the Affiliate Program at its sole discretion at any time.

12. Payment and Refund Policy

While access to and viewing of the Website is free, access to Courses is subject to a fee. Subject to Sections 3 and 4 above, purchase of a Course entitles the Account holder to access Course Content for said Course, participate in said Course, and, where applicable, upon satisfactory completion of all Course requirements, receive a certificate of qualification or completion of the Course.

Access to a Course is provided for one calendar year from the date of purchase. After one year from the date of purchase, Course Participants may renew their access to Course Content on an annual basis, upon payment of a renewal fee. Course related PDFs and workbooks may be downloaded and retained for ongoing personal use.

All prices displayed on the Website are advertised in Canadian Dollars and are inclusive of sales tax. Prices are subject to change and the Website will be updated to reflect any such changes.

To purchase Courses or Products, you will be directed to a third-party service provider to process your payment and purchase. Upon payment, you will receive an email with confirmation of your purchase and details of your payment for your records. For Course purchases, if the payment information you provided is accepted by the third-party service provider, you will receive access to your chosen Course(s). By selecting and purchasing a Course or Product, you expressly authorize us to charge your credit card through the use of our designated third-party service provider. Northern Dream Weaves is not responsible for any charges or foreign exchange rates which may be applied by your credit card company and/or financial institution.

Northern Dream Weaves™ endeavors to provide exceptional products and services to its Members. However, if after accessing a Course or receiving one of our Products, you are not satisfied, you may request a credit in the amount paid for the Course and/or Product, to be applied to a future purchase. While all requests will be considered, please note that it is at the sole discretion of Northern Dream Weaves™ whether or not to grant credit. Requests should be directed to hello@northerndreamweaves.ca

13. User Relationships

Nothing in this Agreement shall in any way be construed as forming a joint venture, partnership, agency, or employment relationship between Northern Dream Weaves™ and you.

14. Disclaimers of Representations, Conditions and Warranties

THE WEBSITE, ACCOUNTS, PRODUCTS, AND NORTHERN DREAM WEAVES CONTENT ARE PROVIDED STRICTLY ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. NORTHERN DREAM WEAVES EXPRESSLY EXCLUDES ALL OTHER TERMS, CONDITIONS, WARRANTIES OR OTHER STIPULATIONS CONCERNING THE WEBSITE AND NORTHERN DREAM WEAVES CONTENT, WHETHER EXPRESS OR IMPLIED BY COMMON LAW OR UNDER STATUTE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING THE FOREGOING, NORTHERN DREAM WEAVES™ EXPLICITLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF: (I) QUALITY, MERCHANTABILITY, OR FITNESS OF THE WEBSITE, ACCOUNTS, PRODUCTS, COURSES AND NORTHERN DREAM WEAVES™ CONTENT FOR A PARTICULAR PURPOSE; (II) NON-INFRINGEMENT OF THE WEBSITE, PRODUCTS, COURSES AND NORTHERN DREAM WEAVES™ CONTENT; OR (III) CORRECTNESS, ADEQUACY, ACCURACY, RELIABILITY, COMPLETENESS OR CURRENCY OF THE WEBSITE, ACCOUNTS, PRODUCTS, COURSES, AND NORTHERN DREAM WEAVES™ CONTENT. NORTHERN DREAM WEAVES™ MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE WEBSITE, ACCOUNTS, PRODUCTS, COURSES AND NORTHERN DREAM WEAVES™ CONTENT WILL BE AVAILABLE ON A TIMELY, UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS, THAT ANY DEFECTS OR ERRORS WITH THE WEBSITE, ACCOUNTS, COURSES, AND NORTHERN DREAM WEAVES™ CONTENT WILL BE CORRECTED, OR THAT THE SERVER(S) THAT MAKE THE WEBSITE, ACCOUNTS, COURSES, AND NORTHERN DREAM WEAVES CONTENT AVAILABLE ARE FREE FROM VIRUSES, MALWARE OR OTHER SIMILAR HARMFUL SOFTWARE CODE.

15. Limitation of Liability

IN NO EVENT WILL NORTHERN DREAM WEAVES™ AND/OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUBSIDIARIES, OTHER AFFILIATES, SUCCESSORS, ASSIGNEES, AGENTS, REPRESENTATIVES, ADVERTISERS, MARKETING PARTNERS, LICENSORS, INDEPENDENT CONTRACTORS, RECRUITERS, CORPORATE PARTNERS OR RESELLERS BE LIABLE FOR DAMAGES

WHATSOEVER, INCLUDING WITHOUT LIMITATION, MONETARY LOSSES, LOST REVENUE OR PROFITS, BODILY INJURY, EMOTIONAL DISTRESS, REPUTATION, AND/OR ANY OTHER DAMAGES, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, AND/OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE USE OF, ACCESS TO OR RELIANCE ON THE WEBSITE, YOUR ACCOUNT, PRODUCTS, COURSES AND NORTHERN DREAM WEAVES™ CONTENT.

NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL OUR AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS EXCEED THE AMOUNT YOU PAID US FOR ACCESS TO ONE OR MORE NORTHERN DREAM WEAVES™ COURSES AND/OR PRODUCTS. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

16. Indemnification

You agree to indemnify, defend, release and hold harmless Northern Dream Weaves™, its officers, directors, employees, agents, affiliates, licensors and suppliers from and against all losses, liabilities, expenses, damages and costs, including reasonable legal fees, arising out of or in any way connected with: (a) any violation of this Agreement; (b) User Content submitted by you to us, whether through the Website, your Account, or otherwise, that violates any intellectual property, proprietary, contract, or other right of any third party; or (c) access to or use of the Website or Northern Dream Weaves™ Content by you or any other person accessing the Website or Northern Dream Weaves Content using your Account(s). You further agree that you will fully cooperate in the defense of such claims.

17. Survival

The following Sections, together with any other provision of this Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of this Agreement, will survive expiration or termination of this Agreement for any reason, such as: intellectual property and license provisions, warranties, disclaimers, indemnity and limitations of liability.

18. Entire Agreement

This Agreement as well as Northern Dream Weaves'™ Privacy Policy shall constitute the entire agreement of the parties in relation to the use of the Website, Accounts, Products, Courses, and Northern Dream Weaves Content, and this Agreement shall supersede and replace any and all prior oral or written understandings or agreements between Northern Dream Weaves™ and you.

19. Severability

If any term or condition of this Agreement should be determined to be illegal, invalid or otherwise unenforceable, then to the extent such term or condition is illegal, invalid or unenforceable, it shall be severed and deleted from this Agreement and the remaining Agreement shall survive, remain in full force and effect and continue to be binding and enforceable.

20. Assignment

You may not assign or transfer this Agreement, by operation of law or otherwise, without Northern Dream Weaves'™ prior written consent. Any attempt by you to assign or transfer this Agreement, without such consent, will be null and of no effect. Northern Dream Weaves™ may assign or transfer this Agreement, at its sole discretion, without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective heirs, administrators, executors, legal personal representatives, successors and permitted assigns.

21. Amendments and Waivers

No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

22. Force Majeure

Northern Dream Weaves™ shall not be liable for any breach of this Agreement by it to the extent that such breach arises from any act of God, war, national emergency, act of terrorism, riot, civil commotion, fire, explosion, flood, storm, epidemic, power outage, fuel shortage or any other similar cause beyond the reasonable control of Northern Dream Weaves.

23. Governing Law

This Agreement is governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. By agreeing to this Agreement, you hereby irrevocably consent to the exclusive jurisdiction of the Courts of the Province of Ontario. If any provision of the Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such provision will, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the

validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the terms, which shall continue to be in full force and effect.

24. Contact Information

If you have questions or concerns about this Agreement or our Privacy Policy, you may contact us at hello@northerndreamweaves.ca .