

TERMS OF SERVICE

I. OVERVIEW

At Bellesa, we want your experience to be an enjoyable and liberating one. We strive to constantly remain honest, open, and ethical and of course, always having you, the consumer, in mind. We provide a safe, secure and non-offensive environment for viewers and consumers who are at least the age of majority.

Please read the following Terms of Service carefully before accessing or using our website. These Terms of Service apply to any website operated by or on behalf of Bellesa Entreprises Inc. and any other sites at which this policy appears. Any such site is referred to in this Policy as the "Site". (The terms "Site" and "Service" can be used interchangeably). This Site is operated by, or on behalf of Bellesa Entreprises Inc. or its affiliates or agents (The terms "BELLESA", "we", "us" and "our" all refer to BELLESA ENTREPRISES INC.). These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

By visiting our site and/or purchasing something from us, you engage in our "Service" and you signify your agreement to these Terms of Service, as well as the terms of our Privacy Policy, which is hereby incorporated by reference into these Terms of Service. **If you do not agree to these Terms of Service, please do not use this Site.** We reserve the right, at our discretion, to change, modify, add to, or remove portions of these Terms of Service at any time without notice. **We suggest that you review these Terms of Service periodically for changes.** Your use of this Site after the posting of changes to these Terms of Service will mean you accept the changes. BELLESA may also offer other services from time to time that are governed by different terms and conditions of use. Access to this Site is restricted to individuals 18 years of age or older, or who are at least the age of majority in their respective state or province of residence.

II. REPRESENTATIONS AND WARRANTIES

With respect to these Terms of Service and any other agreement that you seek to conclude through use of this Site, you represent, warrant and covenant that:

- a) You are at least 18 years old (or the applicable age of majority in your jurisdiction if such age of majority is greater than 18);
- b) You have the legal capacity and authority, as well as any necessary consents and permissions, to enter into such agreement;

- c) You are not aware of any reason why such agreement would be unenforceable by BELLESA
- d) You must not transmit any viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services

III. GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve:

- a) transmissions over various networks; and
- b) changes to conform and adapt to technical requirements of connecting networks or devices.

Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

IV. MONITORING OF WEBSITE

We reserve the right to monitor any and all use of this Site. We are under no obligation to do so and assume no responsibility or liability arising from our doing so or omission to do so. We may monitor use of this Site to evaluate quality of service, compliance with these Terms of Service, the security of the Site, or for other lawful reasons. BELLESA reserves the right to cooperate fully with law enforcement authorities or court orders directing or requesting us to disclose the identity of anyone who may use this Site for an improper purpose. We may also disclose such information if we have a good faith belief that such disclosure is reasonably necessary to protect the rights, property or personal safety of BELLESA, our third party licensors, customers or the public. You agree that you will not be entitled to any cause of action or other right with respect to us concerning such monitoring activities.

V. MODIFICATIONS TO THE SERVICES AND PRICES

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Site and Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Site and Service.

VI. PRODUCTS AND SERVICES

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Returns & Exchanges Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Site or Service will be corrected.

VII. THIRD-PARTY CONTENT

Please exercise discretion while browsing the Internet or using this Site. You should be aware that while using this Site you could be directed to other web sites by links and other features found on this Site. If you click on those links or other features, you may be visiting a web site that is not owned or operated by BELLESA and over which BELLESA has no control. This includes links from advertisers, sponsors, content partners and other users that may use our logo(s) as part of a co-branding or affiliate agreement.

BELLESA is in no way responsible for the content or availability of information found on any web site owned by a third party that may be linked to this Site by a hyperlink, whether such hyperlink is provided by BELLESA or by a third party. By providing access to third party web sites or advertisements, BELLESA is not endorsing the products or services provided by the owner or operator of such web sites. Consequently, we will not be liable or responsible for the accuracy, relevancy, reliability, copyright compliance,

legality or decency of material contained in third party web sites linked to this Site. We cannot ensure that you will be satisfied with any products or services you purchase from a third party web site that links to or from this Site or that you purchase through third party advertising or content on this Site. We do not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you hereby irrevocably waive any claim against us with respect to the products, services and content of third party web sites, including third party web sites accessible by links from this Site. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

VIII. RESTRICTIONS ON USE

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

- a) for any unlawful purpose;
- b) to solicit others to perform or participate in any unlawful acts;
- c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- f) to submit false or misleading information;
- g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- h) to collect or track the personal information of others;
- i) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- j) for any obscene or immoral purpose;
- k) Create a link from a web site to any page of this Site unless the user or the operator of the other web site has executed our then standard agreement for the granting of permission to establish such a link; or
- l) to interfere with or circumvent the security features of the Site and Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

IX. CONFIDENTIALITY

To the extent we have assigned to you an account through this Site, you are entirely responsible for maintaining the confidentiality of your account and for all activities that occur under your account.

X. USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

XI. ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our Site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on

any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

XII. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY

We do not guarantee, represent or warrant that your use of our Site and Service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the Site and Service will be accurate or reliable.

You agree that from time to time we may remove the Site and Service for indefinite periods of time or cancel the Site and Service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Site and Service is at your sole risk. The Site and Service and all products and services delivered to you through the Site and Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall BELLESA, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some provinces, states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

XIII. INDEMNIFICATION

You agree to indemnify, defend and hold harmless BELLESA and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

XIV. LIMITATIONS FOR LINKS

The external links connect to outside providers. The individual providers are responsible for their content. We have not adopted their content as our own. We have no control over the content of the links referred to on our website. We have not adopted them as our own, expressly distant ourselves from their content, and refuse any responsibility for their content.

The outside sites have been checked so far as it is possible for criminal content or other legal violations.

Should any legal violations become apparent, the links will be removed immediately.

XV. COPYRIGHT AND TRADEMARKS

All contents and designs of the Web site are copyrighted unless otherwise noted and may not be used except as provided herein and without the express written permission of BELLESA. The data and information included here, as well as images, may not be used without prior written consent of BELLESA. Images of people or places displayed on the Site are either the property of, or used with permission by, BELLESA.

The use of these images by you is prohibited unless specifically permitted by the Terms and Conditions or by specific permission provided elsewhere on the Site. Unauthorized use of the images may violate copyright, trademark, privacy and/or publicity laws as well as communications regulations and statutes.

XVI. ADDITIONAL TERMS REGARDING PURCHASES

The following terms apply to all purchases from BELLESA made through this Site unless superseded by inconsistent terms in a purchase order form:

- a) By placing an order, you certify that you are able to pay for the item(s) in your order;
- b) By placing an order through this Site you agree to be bound by the conditions of sale included in the item's description (including, without limitation, payment method and acceptable ship-to address);
- c) You are responsible for the accuracy of the information provided on your purchase order;
- d) We may reject your order at our discretion and reserve the right to cancel any order or refuse service to anyone at any time. If we cancel your order after we have charged you for your order, we will refund your credit card the amount charged as soon as possible;
- e) Due to some country, provincial, state and county laws, we may not be able to ship certain merchandise to your address;
- f) We reserve the right to add and/or remove items from the Site, for any reason, at any time;
- g) We reserve the right to limit quantities of items sold;
- h) Unless otherwise stated, all prices are quoted in US dollars (USD);
- i) In addition to the shipping and handling charges we add at the time of checkout, you are solely responsible for any and all duties, taxes, tariffs and/or levies, which may be incurred in connection with the shipment of your ordered item(s), regardless of when such additional charges are assessed;
- j) We use our best efforts to ensure that the correct price is posted for each item on the Site. If, however, an item's correct price is lower than our stated price, we will charge the lower amount and ship you the item. If an item's correct price is higher than our stated price, we will, at our sole discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation;
- k) Products available from the Site may be advertised on third party shopping websites. We are not responsible for any information on such shopping websites, or for any differences, which may exist between information found on such third party sites and information on this Site. In the event that a difference exists, information found on this Site governs your purchase from this Site;
- l) All purchases from this Site are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery of the items to the carrier;
- m) No product purchased from this Site may be returned except in certain limited cases that may be specified in the purchase order. See our Returns & Exchanges Policy for full warranty and return information;
- n) Attempts to stop payment on non-returnable items will be vigorously opposed by BELLESA to the fullest extent of the law. In the event that any such action results in a judgment in our favour, we retain the right to recover, and you will be responsible for paying our reasonable attorneys' or related fees.

XVII. NOTICES AND ELECTRONIC COMMUNICATIONS

You agree to be bound by any affirmation, assent or agreement you transmit to this Site, including any consent you give to receive communications from us solely through electronic transmission. You agree that, when in the future you click on an "I agree," "I consent" or other similarly worded "button" or entry field on this Site with your mouse, keystroke or other device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

BELLESA will provide notices to you with respect to these Terms of Service by sending a letter or e-mail using the latest information we have retained in our business records. You may send notice to BELLESA by letter e-mail to:

contact@bellesa.co

You may change the address to which notice is to be sent to you by sending us a written notice. Before sending notice to BELLESA, please verify this Terms and Service clause to confirm our email address, as we may make modifications. Please be aware that e-mails may be blocked by spam filters and similar software and that it may be necessary to confirm delivery by other means.

XVIII. SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

XIX. TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

XX. ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

XXI. GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Province of Quebec.