

## **Terms and Conditions (“the Terms”)**

BBoutique is owned and operated by Bellesa Enterprises inc. and its subsidiary, Bellesa Enterprises US inc.

For the avoidance of doubt any reference to “us” “we” or “our” in these Terms refers to Bellesa Enterprises Inc. and any reference to “you” or “your” refers to the customer as a purchaser of the Bellesa Enterprises Inc. products.

It is a condition of a user accessing and reading the BBoutique website (“the Website(s)”) that Bellesa Enterprises Inc. disclaims all warranties in respect of the same whether express or implied in relation to the material published on the Website. Your statutory rights as a consumer are not affected.

This page (together with our Privacy Policy, Payment, Shipping and Returns Policies) tells you information about Bellesa Enterprises Inc. and the legal terms and conditions on which we sell any of the products listed on the Website.

These Terms will apply to any contract between us for the sale of products to yourself. Please read these Terms carefully and make sure that you understand them, before ordering any products from the Website. By placing any order, you will have agreed to these Terms. If you refuse to accept these Terms, you should not order any products from the Website.

We reserve the right to amend these Terms from time to time. Every time you wish to place an order you should check these Terms to ensure you understand the terms which will apply at that time.

## **Age of Consent**

By placing an order on the Website, you declare that you are of the appropriate legal age to purchase the items. If we discover that you are not of legal age to order certain goods, we reserve the right to cancel your order.

## **Contract Formation**

All orders made by you through the Website are subject to acceptance and availability. We may choose not to accept your order for any reason.

Prices of products are correct at the time of entering information, however, we reserve the right to change prices without prior notice.

Only when Bellesa Enterprises Inc. accepts the Order by sending you a confirmation email that your order has been created will a contract have been created between yourself and Bellesa Enterprises Inc..

## **Cancellation**

If you are an EU or UK consumer, you have the legal right, under the Consumer Protection (Distance Selling) Regulations of 2000 to cancel your order within fourteen (14) working days following receipt of the goods or the date on which we begun the provision of services. Refunds for orders cancelled under the provisions of the Consumer Protection (Distance Selling) Regulations will be processed in accordance with your legal rights.

Regional returns policies will apply, please see our Returns Policy for more information.

## **Email Marketing**

Information relating to the Bellesa Enterprises Inc. email marketing sent to customers can be found in our Privacy Policy.

## **Privacy**

Our Privacy Policy explains how we collect, use and store your personal information, including who we may share it with; how long we keep it; the circumstances in which we, or others, may contact you (including sending you advertising and marketing messages); and the rights you have in relation to your personal information.

We also use cookies or similar technologies to store certain types of information each time you use our site. You can find out more information about how we use cookies and other similar technologies in our Cookies Policy.

## **Fraud Prevention**

Bellesa Enterprises Inc. takes fraud very seriously and we do everything in our power to prevent fraud from occurring. If false or inaccurate information is provided and fraud is identified, details will be passed on to fraud prevention agencies.

Bellesa Enterprises Inc. has fraud prevention software services that we use in order to prevent fraudulent purchases and practices, these are in place to protect both the customer and Bellesa Enterprises Inc..

## **Use Of Internet Bots**

We only permit the use of low impact software applications that run automated scripts (internet bots) on the Websites which comply with our current bot policy and for which we have given permission (“Permitted Bots”). All other internet bots are unauthorized bots and are not permitted to be used on any of our Websites.

Bellesa Enterprises Inc. employs sophisticated and best practise fraud and bot prevention solutions. Examples of unauthorised bots include those internet bots that use an excessive amount of hosting resources, automatically add items to basket without our prior consent, or impact the shopping user experience for other customers.

Bellesa Enterprises Inc. reserves the right to block any unauthorized bots from our websites (either ourselves and/or through third parties such as security fraud prevention services), and to immediately suspend or close any accounts which we reasonably suspect of using unauthorized bots.

Users agree to indemnify us against all losses, costs and expenses that Bellesa Enterprises Inc. incurs in connection with the breach of these rules relating to the use of internet bots on the Websites.

## **Copyright**

Any material found within the pages of the Websites, including, but not limited to text or images are the property of Bellesa Enterprises Inc. and may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way except for your own personal non-commercial use. You hereby agree not to adapt, alter or create any derivative work from any of the material contained in this site.

## **Disclaimer**

Bellesa Enterprises Inc. provides the Website on an 'as is' basis and does not warrant that the functions contained in and the material on the Website will be uninterrupted, or error or defect free, or that the Website or the server that makes it available are free of viruses or bugs. Further Bellesa Enterprises Inc. does not represent the full functionality, accuracy, reliability of the materials on the Website.

In addition, Bellesa Enterprises Inc. makes no (and disclaims all) representations or warranties of any kind, express or implied, with respect to the Website or the information or content included on it.

This disclaimer does not affect your statutory rights in relation to the provision of goods .

## **Use of BBoutique**

Bellesa Enterprises Inc. will not be liable for any use of the Website (including any ordering of products) that results in:

losses that were not foreseeable to both parties when the contract was made;

losses that were not caused by any breach on the part of the supplier;

business losses and/or losses to non consumers.

We do not in any way exclude or limit our liability for:

(a) death or personal injury caused by our negligence;

(b) fraud or fraudulent misrepresentation;

(c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

(d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples; and

(e) defective products under the Consumer Protection Act 1987.

(f) any protections afforded by the FTC consumer protection

You agree to use the Website only for lawful purposes, and in a manner which does not infringe the rights of, or restrict or inhibit the use and enjoyment of this site by any third party, such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person and the transmission of obscene or offensive content or disruption of normal flow of dialogue within the Website.

## **External websites**

As a convenience for BBoutique customers, our website includes links to other websites or material which are beyond our control. Bellesa Enterprises Inc. Limited is not responsible for the content of external websites linked on the Websites.

## **Jurisdiction**

These Terms are governed by the laws of Quebec, Canada.

Bellesa Enterprises Inc. Limited reserves the right to amend these terms and conditions from time to time without notice.

## **Force Majeure**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by a force majeure event. A force majeure event which means any act or event beyond our reasonable control such as, but not limited to, strikes

or industrial action by third parties (but not those caused by Bellesa Enterprises Inc.'s own employees), civil commotion, riot, invasion, terrorist attacks, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster ("Event").

If an Event takes place that affects the performance of our obligations under a contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under a contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event. Where the Event affects our delivery of products to you, we will arrange a new delivery date with you after the Event is over.

You may cancel a contract affected by an Event. To cancel please contact our customer services team and we will refund the price you have paid, including any delivery charges.

### **Additional terms**

We may transfer our rights and obligations under a contract to another organization, but this will not affect your rights or our obligations under these Terms.

You may only transfer your rights or your obligations under these Terms to another person if Bellesa Enterprises Inc. agrees in writing.

These Terms are agreed between you and us. No other person shall have any rights to enforce any of its Terms.

Each of the clauses within these Terms operates separately. If any court or relevant authority decides that any of the clauses are unlawful or unenforceable, then the remaining paragraphs will remain in full force and effect.

The failure or delay of Bellesa Enterprises Inc. to exercise any right, power or remedy provided under these Terms or otherwise available in respect hereof at law or in equity shall not constitute a waiver by Bellesa Enterprises Inc. of its right to exercise any such or other right, power or remedy or to demand such compliance, or you of your obligations under these Terms. In the event we do waive a default we will do so in writing on a case by case basis.

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### **Shipping**

The carrier and shipping method used for your order is dependent on the shipping method you select at checkout. Taxes will be charged depending on your state or province's regulations.

### **Discreet Packaging**

Bellesa Enterprises Inc. cares about your privacy so we ship everything in plain brown boxes, manila envelopes or bubble mailers with no company branding or logos visible.

### **Missing or Lost Parcels**

Bellesa Enterprises Inc. is not responsible for the reimbursement, replacement, or re-shipment of parcels that are deemed missing or lost. Each parcel receives a tracking number and you can and you can file a claim with the carrier.

## **Incorrect Addresses**

Please ensure you have provided us with the correct address. Your address is copied exactly as provided onto your shipping label. Belleza Enterprises Inc. is not responsible for misdirected packages as a result of incorrect information being input on the order page. We cannot change or update an address once the item is in transit.

If the carrier does not deliver an order and it is returned to us,

we will re-ship the order at no additional cost if the order is being re-sent to an address located in the US or Canada. The new shipment will only be sent out when the tracking link indicates the original order has been returned to us. The order cannot be reimbursed.

For customers located outside of the US or Canada, a gift card will be issued for the cost of the order.

## **International orders**

Any duties or customs on international orders will be the responsibility of the receiver.

Please be aware of any laws in your area which could affect the timely delivery of your order. We are not responsible for items that the authorities confiscate. We cannot be held accountable for items that are considered illegal in your place of residence.

In the event of a package being returned due to improper address or inability to deliver, there may be an additional charge to have the package re-shipped.

## **Returns**

At Belleza Enterprises Inc., we want you to experiment and have fun. Part of our mandate is to help you make an informed decision before you buy by providing great product descriptions, measurements and photos. Please read all product descriptions, ingredient lists, and measurements carefully before you buy and feel free to contact us with any product related questions if you are unsure about your selection. We are unable to cancel and refund orders after they have been processed.

Because of the intimate nature of our products, **we are unable to accept returns or exchanges on products purchased.**

We ask you to check all products immediately upon receiving them to ensure that everything is in good working order and that you have received exactly what you ordered. **If you find a manufacturer defect in any product we sell, we will replace it with the same item.**

Items listed as sold by the Belleza brand are entitled to a 1-year warranty for manufacturing defects. Items listed as sold by another brand on our website are entitled to a six-week warranty for manufacturing defects. To extend the warranty period, customers may purchase Belleza Product Protection. The terms of the product protection are subject to change at the discretion of our team.

A defective product will include, but is not limited to, the following issues: won't charge, damage to external shell, won't turn on or off, won't change modes. Once confirmed defective, the care team will initiate the replacement process.

### **To replace a defective item:**

Please send an email to [care@bellesa.co](mailto:care@bellesa.co) with your six-digit order number and a video illustrating the defective product. If a video cannot be submitted over e-mail, you may send it through our social media channels. The customer care team will determine if the product is defective at their discretion.

Replacements for items in stock will ship within 5 business days. Replacements for items on pre-order will ship according to our team's advisement. Customers are entitled to swap a defective item on pre-order for another item as determined by our team but will otherwise be sent the same item. Defective items are not eligible for refunds.

If a replacement item is defective, you will be issued a store credit.

### **Order Cancellation**

Please be advised that once payment has been processed, an order cannot be cancelled.

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## **Bellesa Enterprises Inc. and Bellesa Enterprises US Inc. Customer Complaint Policy and Procedures**

This policy and procedure applies to complaints received by Bellesa Enterprises Inc. and Bellesa Enterprises US Inc., hereinafter referred to as Bellesa, as it relates to the use of products and services on [bboutique.co](http://bboutique.co) and [bplus.co](http://bplus.co), to ensure prompt and efficient handling and resolution.

### **a. Guiding Principles**

- It is in the interest of all parties that complaints are dealt with promptly and resolved as quickly as possible.
- Review of complaints is fair, impartial and respectful to all parties.
- Complainants are provided clear and understandable reasons for decisions made relating to complaints.
- Complaints are used to assist in improving services, policies and procedures.

### **b. Defining a Complaint**

In this policy, a complaint means an expression of dissatisfaction by a customer relating to products and/or services provided by Bellesa on [bboutique.co](http://bboutique.co) and [bplus.co](http://bplus.co).

### **c. Complaint Receipt and Handling**

A complaint may only be received in writing, either by emailing or using the contact form on the websites. If a customer calls to make a complaint they will be directed to follow up over email, so that all complaints may be documented. When a complaint is received, the customer support team will determine who is the best person to handle it. The "best person" is defined as the individual who has specific knowledge relating to the

complaint, and who is authorized to resolve disputes. It is the responsibility of the customer support team to transfer the complaint, and the onus is on the individual handling the complaint to reply directly to the customer informing them the complaint has been received, and if possible, providing a timeline for action. At this time, the complainant's name, phone number, email address, order or subscription information, and nature of the complaint is recorded.

**d. Resolving the Complaint**

Complaints are to be resolved in a timely fashion. Complaints related to purchases will be resolved within 10 business days by the appropriate party. Complaints related to employees will be handled by the Vice President of Customer Experience, who will inform the complainant of the timeline for resolution. Complaints related to the Vice President of Customer Experience will be handled by the CEO, who will similarly inform the complainant of the timeline for resolution.

**e. Documenting the Complaint**

All complaints are recorded, and records will include the complainant's name and contact information, which will be kept private, along with the date of complaint. The record will also include the details of the complaint, the actions taken to resolve the complaint, and the outcome. As part of our improvement plan, complaints will be reviewed by management to identify trends and improve our processes to mitigate further issues.

**Last modified date: May 4th, 2022.**