

WEBSITE TERMS & CONDITIONS

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In its sole discretion, in addition to any other rights or remedies available to Boa and without any liability whatsoever, Boa at any time and without notice may terminate or restrict your access to any component of www.boahairclip.com.

User name and password

Your www.boahairclip.com website account may be accessed only by use of your login name and password. You are solely responsible and liable for any use and misuse of your login name and password

and for all activities that occur under your login name and password. For security reasons, you must keep your login name and password confidential and not disclose them to any person or permit any other person to use them, except an authorized Boa representative. Boa recommends that you choose a password that is unique to you and not easily guessed by others. You should change your password on a regular basis, and you must log out at the end of each session.

All login names and passwords remain the property of Boa, and may be cancelled or suspended at any time by Boa without any notice or liability to you or any other person. Boa is not under any obligation to verify the actual identity or authority of the user of any login name or password.

You must immediately notify Boa of any unauthorized use of your login name or password, or if you know or suspect that your login name or password has been lost or stolen, has become known to any other person, or has been otherwise compromised.

Privacy

You may request a copy the Boa privacy policy , the terms of which appear on www.boahairclip.com and are incorporated into these Terms and Conditions, and agree that the terms of such policy are reasonable. You consent to the collection, use and disclosure of your personal information by Boa and/or Third Parties in accordance with the terms of and for the purposes set forth in the Boa Privacy Policy.

Feedback

Boa enables visitors to www.boahairclip.com to provide Boa with feedback by email or otherwise ("Customer Content"). If you provide Customer Content you grant Boa a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, delete, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Customer Content throughout the world in any media, now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without providing compensation to you or any other person, without any liability whatsoever, and free from any obligation of confidence and you waive any and all moral rights in the Customer Content. You also grant Boa the right to use the name you submit with the Customer Content, if any, in connection with Boa's rights hereunder.

Your email or any other personal information you provide in connection with your feedback may be used to contact you regarding the information you have provided as well as for administration and/or other purposes as outlined in the Terms and Conditions.

Pricing policy

Boa has attempted to match online prices to those in store; however online prices, product and service selection and availability, and sale effective dates may differ from those in store and may vary by geographic region. Due to differences in sale effective dates across the country, items may be available online at the sale price before they are available in store. Market conditions and competitive pressures may cause prices and availability to change without further notice. Boa retailers may sell for less. Additionally, although great care is taken in the production of the www.boahairclip.com web site, typographical, illustrative or pricing errors may occur. We reserve the right to correct errors at any time

All prices quoted are payable in Canadian Dollars and, unless otherwise stated, do not include GST, PST, QST or HST.

Boa reserves the right to limit quantities; reject, correct, cancel or refuse orders, and to terminate accounts, in its discretion, including, without limitation, if Boa believes that customer conduct violates applicable law or is harmful to the interests of Boa or any Third Parties.

All sizes quoted are approximate.

Liability disclaimer

Except as explicitly provided in these Terms and Conditions as amended from time to time, Boa and the Third Parties make no representations or warranties of any kind, express or implied, regarding www.boahairclip.com and/or any content provided on www.boahairclip.com, all of which are provided on an "as is" and "as available" basis. Boa and the Third Parties do not warrant the accuracy, completeness, currency, reliability or suitability of the operation of www.boahairclip.com, or any of the content or data found on www.boahairclip.com, and expressly disclaim all warranties and conditions in respect of www.boahairclip.com, its content or data, including implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade.

Boa and the Third Parties are not responsible for late, lost, incomplete, illegible, misdirected or stolen messages or mail, unavailable network connections, failed, incomplete, garbled or delayed computer transmissions, on-line failures, hardware, software or other technical malfunctions or disturbances or any other communications failures or circumstances affecting, disrupting or corrupting communications.

Boa and the Third Parties assume no responsibility, and shall not be liable for, any damages to, or any viruses affecting your computer equipment or other property on account of your access to, use of, or browsing on www.boahairclip.com or your downloading of any materials, data, text, images, video or audio from www.boahairclip.com.

In no event shall Boa or any of the Third Parties be liable for any injury, loss, claim, damage, or any special, exemplary, punitive, direct, indirect, incidental or consequential damages of any kind (including, but not limited to lost profits or lost savings), whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with any use of www.boahairclip.com or content found herein or the use of the hairclip, the operation of the web site, or any failure or delay in the operation of the website (including, but not limited to the inability to use any component of www.boahairclip.com for purchases) even if advised of the possibility of damages.

Maximum liability

If, notwithstanding the foregoing, Boa or any of the Third Parties should be found liable for any loss or damage which arises out of or is in any way connected with any of the functions or uses of www.boahairclip.com or its content, the liability of Boa and the Third Parties shall in no event exceed in the aggregate \$100 CAD.

Indemnification

You shall indemnify and save harmless Boa and the Third Parties and their respective officers, directors, employees, consultants, representatives and agents from and against any claim, cause of action or demand, including without limitation reasonable legal, accounting and other professional fees, brought as a result of your use of www.boahairclip.com.

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We are not responsible for the contents or reliability of any other websites to which we provide a link, and we do not, expressly or otherwise, endorse the views and/or content expressed within those sites.

Relationships

The relationship between Boa and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other as a result of these Terms and Conditions or your use of www.boahairclip.com.

Governing laws

This Agreement and its performance shall be governed by the laws of the Province of Ontario, Canada. You consent and submit to the exclusive jurisdiction of the courts located in the City of Toronto, in the Province of Ontario, Canada, in all disputes arising out of or relating to the use of www.boahairclip.com and these Terms and Conditions.

Additional terms

Additional terms and conditions apply to purchases of products and services. Additional terms and conditions may also apply to specific web site functions available on www.boahairclip.com.

Severability

These Terms and Conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

Headings

The headings used in these Terms and Conditions are included for convenience only and will not limit or otherwise affect these Terms and Conditions.

Entire agreement

These Terms and Conditions, together with those incorporated or referred to herein, constitute the entire agreement between us relating to the subject matter hereof, and supersede any prior understandings or agreements (whether electronic, oral or written) regarding the subject matter, and may not be amended or modified except by Boa as set forth above.

English language

The parties have requested that these Terms and Conditions and all documents contemplated hereby be drawn up in English. Les parties aux présentes ont exigé que cette entente et tous autres documents envisagés par les présentes soient rédigés en anglais.

