

iluk Terms of Use

Last Updated: 1 February 2021

The following Terms of Use (this “**Agreement**”) govern and regulate your access to and use of <https://iluk.app>, <https://pro.iluk.app> and all affiliated websites and apps owned and operated by iluk (as defined in the subsequent paragraph), including all subdomains, subdirectories, mobile sites, and mobile applications thereof (collectively, the “**iluk Website and Apps**”). This Agreement is made between iluk and you, whether you are an End User or a Partner (as defined in Section 1 of this Agreement).

In this Agreement, “**we**” and “**iluk**” means Application iluk Inc., a company incorporated under the Registre des Entreprises du Québec with its registered office address at 100 André-Prévost St., suite 1906, Montreal, H3E 0C3, Quebec, Canada.

If you are an End User, your use of the iluk Website and Apps and apps is also governed by the iluk Privacy Policy. If you are a Partner, your use of the iluk Website and Apps and apps is also governed by the iluk Privacy Policy.

In order to use the iluk Website and Apps, you must agree to these Terms of Use. They contain many legal disclosures that you should read carefully, including terms that specify permissible uses of the iluk Website and Apps. By accessing the iluk Website and Apps, you agree that you are authorized to accept the terms set forth below on behalf of yourself and agree to these Terms of Use, our Privacy Policy, and any additional policies publicly available on the iluk Website and Apps. If you do not agree to be subject to these Terms of Use, your sole recourse is not to use the iluk Website and Apps. By continuing to use the iluk Website and Apps, you agree to be bound by this Agreement.

1. Definitions

Terms in the preamble and elsewhere in this document have their assigned meanings, and each of the following terms has the meaning assigned to it.

When we use a capitalised term in this Privacy Policy, it will have the meaning given to it in the table below:

“Affiliate” means in relation to iluk any entity that from time to time directly or indirectly controls, is controlled by, or is under common control with iluk;

“Apps” means the iluk applications available on the Google Play Store or the Apple App Store;

“End User” means an individual using any of our Apps;

"iluk" means Application iluk Inc., a company incorporated in Quebec under company number 1173587834, with its registered office address at 100 André-Prévost St., suite 1906, Montreal, H3E 0C3, Quebec, Canada;

"iluk app" means the marketplace booking mobile application to find last-minute appointments at the best salons in town;

"iluk PRO" means a software and mobile application used by Salon Partners and PRO Partners to manage appointments;

"Partner" means interchangeably Salon Partner and PRO Partner;

"PRO Partner" means an independent professional (mobile or otherwise) using the iluk PRO app and software to manage their online calendar and bookings, clients and payments;

"Privacy Policy" means this Privacy Policy which may be amended from time-to-time;

"Salon Partner" means a business owner who uses the iluk PRO app to make bookings and engage with customers;

"Services" means any of the services we provide to Partners or individuals through our Apps and Websites; and

"Websites" means <https://app.iluk.app>, <https://iluk.app> and <https://pro.iluk.app>, including all subdirectories, subdomains, and mobile sites thereof.

2. Description of the iluk Website and Apps

We provide the iluk Website and Apps to make it easy for End Users to book beauty services online with our participating Partners through the iluk Website and Apps. The iluk Website and Apps also provides notifications, alerts and confirmations.

3. Availability of the iluk Website and Apps

You acknowledge that there may be interruptions in the delivery of the iluk Website and Apps that are beyond our control. While we use reasonable efforts to keep the iluk Website and Apps accessible, the iluk Website and Apps may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of our control, access to the iluk Website and Apps may be interrupted, suspended or terminated.

iluk retains the right at our sole discretion to deny access to the iluk Website and Apps to any End User or Partner, at any time and for any reason. iluk is not required to disclose the reason for denial of access to the iluk Website and Apps to any party.

4. Operation of the iluk

Website

We reserve complete and sole discretion with respect to the operation of the iluk Website and Apps. We may, among other things:

(a) delete email or private messages if it has not been accessed by an End User within the time established by our policies;

- (b) make available to third parties information relating to the iluk Website and Apps and End Users (subject to the limitations defined in our Privacy Policy);
- (c) withdraw, suspend or discontinue any functionality or feature of the iluk Website and Apps; and;
- (d) review uploaded files, forums, chats and user submissions and authorize restrictions on access thereto.

5. Ownership

Your access to the iluk Website and Apps is not available for sale to any third parties. The content and information available on the iluk Website and Apps, as well as the infrastructure used by the iluk Website and Apps, and all materials therein or transferred thereby and all intellectual property rights related thereto, are the exclusive property of iluk. Except as explicitly provided herein, nothing in these Terms of Use shall be deemed to create a license in or under any such intellectual property rights and you agree not to modify, adapt, edit, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or resell any information, software, products or services obtained from or through the iluk Website and Apps.

6. iluk Code of Conduct

All interactions with the iluk Website and Apps must be lawful and must comply with these Terms of Use. To the extent your conduct (as judged by us in our sole discretion), restricts or inhibits any other user from using or enjoying any part of the iluk Website and Apps, we may limit your privileges on the iluk Website and Apps and seek other remedies. Please do not engage in the following activities, as they are prohibited on the iluk Website and Apps and constitute express violations of the Agreement:

- Submitting any inaccurate information, committing fraud or falsifying information in connection with your account on the iluk Website and Apps;
- Attempting to, or actually accessing data not intended for you, such as logging into a server or an account which you are not authorized to access;
- Attempting to scan, or test the security or configuration of the iluk Website and Apps or to breach security or authentication measures without proper authorization;
- Tampering or interfering with the proper functioning of any part, page or area of the iluk Website and Apps and any and all functions and services provided by iluk;
- Attempting to interfere with service to any user in any manner, including, without limitation, by means of submitting a virus to the iluk Website and Apps, or attempts at overloading, "flooding", "spamming", "mail bombing" or "crashing" the iluk Website and Apps;
- Disseminating or transmitting material that, to a reasonable person, may be considered abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious;

- Disseminating, storing or transmitting files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any third party;
- Using the iluk Website and Apps or any of its contents to advertise or solicit, for any other commercial, political or religious purpose, or to compete, directly or indirectly with the iluk Website and Apps;
- Reselling or repurposing your access to the iluk Website and Apps or any purchases made through the iluk Website and Apps;
- Using the iluk Website and Apps or any of its resources to solicit End Users, Partners or other business partners of iluk to become users or partners of other online or offline services directly or indirectly competitive or potentially competitive with iluk, including without limitation, aggregating the services offered from Partners;
- Using any End User or Partner information from the iluk Website and Apps for any commercial purpose, including, but not limited to, marketing;
- Using any iluk account to purchase vouchers for resale, or for speculative, false, fraudulent or any other purpose not expressly permitted by these Terms of Use and the terms of a specific offer on the iluk Website and Apps;
- Accessing, monitoring or copying any content or information from the iluk Website and Apps using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- Violating the restrictions in any robot exclusion headers or bypassing or circumventing other measures employed to prevent or limit access to the iluk Website and Apps;
- Taking any action that places excessive demand on the iluk Website and Apps, or imposes, or may impose an unreasonable or disproportionately large load on our servers or other portion of our infrastructure (as determined in our sole discretion);
- Aggregating any live or post-feature content or other information from the iluk Website and Apps with material from other sources or on a secondary website or medium without our express written permission;
- Acting illegally or maliciously against the business interests or reputation of iluk or our Partners;
- Hyperlinking to the iluk Website and Apps from any other website without our initial and ongoing consent; or
- Engaging in any other activity deemed by us to be in conflict with the spirit or intent of these Terms of Use.

7. iluk Account

7.1 Creating a iluk Account

If you create an account for the iluk Website and Apps, you may only create and hold one (1) account that you are solely responsible for managing. Your account is non-transferrable and may not be sold, combined or otherwise shared with any other End User or Partner. If you

violate any of these limitations, we may terminate your account and, without limitation, you may forfeit any pending, current or future promotional account credits and any unredeemed vouchers in your account. If we terminate your account, you may not re-enroll or join under a new account unless we formally invite you to do so. If you commit fraud or falsify information in connection with your use of the iluk Website and Apps or in connection with your account on the iluk Website and Apps, your account will be terminated immediately and we reserve the right to hold you liable for any and all damages caused by your conduct, to pursue legal action through relevant local and national law enforcement authorities and to notify your Internet Service Provider of any fraudulent activity we associate with you or your use of the iluk Website and Apps.

7.2 Account Communications

By creating an End User account, you expressly consent and agree to accept and receive communications from us, including via email, text message, calls, and push notifications to the device and cellular telephone number you provided to us. By consenting to being contacted by iluk, you understand and agree that you may receive automated SMS or MMS messages or communications generated by automatic telephone dialing systems and/or communications containing prerecorded messages sent by or on behalf of iluk, or its Partners, including but not limited to: appointment confirmations or notifications, communications concerning your End User account or use of the iluk Website and Apps, updates concerning new and existing features, communications concerning promotions run by us or our Partners, and news concerning iluk and industry developments.

IF YOU WISH TO OPT-OUT OF EMAIL, TEXT, OR OTHER COMMUNICATIONS, PLEASE CONTACT US DIRECTLY AT admin@ilukapp.com. However, you acknowledge that opting out of texts may lead to missed appointment notifications or other important notifications or updates, and in general impact your use of the iluk Website and Apps as an End User. Standard messaging charges applied by your cell phone carrier will apply to the messages we send.

7.3 Online Payment

By inputting your bank account information and/or credit card information, you consent to the deposit and/or cancellation policies enforced by the Partner you are booking with to guarantee your appointment. You may lose the deposit you paid upon booking if you don't comply with the enforced policy by the Partner, and you may incur a cancellation fee if you do not cancel within the cancellation window allowed by the Partner you booked with.

8. Intellectual Property

8.1 Ownership

(a) Everything located on or in the iluk Website and Apps is the exclusive property of iluk or is being used with permission. Any copying, distributing, transmitting, posting, linking, deep linking, or otherwise modifying of the iluk Website and Apps without the express written permission of iluk is prohibited. Any violation of this requirement may result in a copyright, trademark or other intellectual property right infringement that may subject you to civil and/or criminal penalties.

(b) The iluk Website and Apps contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of the iluk Website and Apps are protected by copyright as a collective work under the copyright laws. iluk owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part. You may download, print, and/or save copyrighted material for your personal use only. Except as otherwise expressly stated under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material without the express written permission of iluk or the copyright owner is permitted. If copying, redistribution or publication of copyrighted material is permitted, you will make independent attribution and/or agree to make no changes in or deletion of any author attribution, trademark legend or copyright notice. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material from the iluk Website and Apps.

(c) You will not upload, post or otherwise make available on the iluk Website and Apps any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right. iluk does not have any express burden or responsibility to provide you with indications, markings or anything else that may aid you in determining whether the material in question is copyrighted or trademarked. You will be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from such a submission. By submitting material to any public area of the iluk Website and Apps, you warrant that the owner of such material has expressly granted iluk the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. You also permit any other end user to access, view, store or reproduce the material for that End User's personal use. You also grant iluk the right to edit, copy, publish and distribute any material that you make available on the iluk Website and Apps.

8.2 Copyright Policy

iluk reserves the right to terminate its agreement with you, any End User or Partner who infringes third-party copyrights. If you believe that any material has been posted via the iluk Website and Apps in a way that constitutes copyright infringement, you shall provide iluk with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work; (b) an identification of the copyrighted work and the location on the iluk Website and Apps of the allegedly infringing work; (c) a written statement that you have a good faith belief that the disputed use is not authorized by the owner, its agent, or the law; (d) your name and contact information, including telephone number and e-mail address; and (e) a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

(e) Contact information for notice of claims of copyright infringement is: admin@ilukapp.com. IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying iluk and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with iluk's rights and obligations, but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations. iluk has adopted a policy of terminating, in appropriate circumstances, End Users who are deemed to be repeat infringers. iluk may also at its sole discretion limit access to the iluk Website and Apps and/or terminate the accounts of any End Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

9. Disclaimer of Warranty

9.1 Interpretation

You expressly agree that use of the iluk Website and Apps is at your own risk. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE iluk Website and Apps IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Without limiting the foregoing, neither iluk, its subsidiaries, affiliates or any of their respective staff members, agents, Partners, third-party content providers or licensors, or any of their officers, directors, staff members or agents, warrant that use of the iluk Website and Apps will be uninterrupted or error free. The iluk Website and Apps is made accessible on an "as is" and "as available" basis. iluk hereby disclaims any representations, warranties and conditions, whether express or implied, including those to title non-infringement, merchantability, and fitness for a particular purpose. SOME

JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9.2 No Implicit Warranties

The information presented or contained in the iluk Website and Apps is presented for informational purposes only. No information, whether oral or written, obtained by an End User from a Partner, a Partner from an End User, or from the iluk Website and Apps will create any warranty not expressly stated in this Agreement.

10. End User Communication

iluk in some instances allows you and other End Users to use the iluk Website and Apps to express opinions and communicate through forums, bulletin boards, discussion groups, chat rooms, reviews, or other communication facilities that may be offered on or through the iluk Website and Apps from time to time (collectively "**Communities**"). iluk shall have the right, but not the obligation, to monitor the content within the Communities at any time, for any reason, including to determine compliance with this Agreement and any operating rules established by iluk, as well as to satisfy any applicable law, regulation or authorized government request. Without limiting the foregoing, iluk shall have the right, but not the obligation, to remove any material from the Communities that iluk, in its sole discretion, finds to be in violation of this Agreement or otherwise objectionable. Any opinions, advice, ratings, discussions, comments, and/or other messages or postings of any kind made by you or any other End User to the Communities (collectively, "**Statements**"), are those of the respective author(s) or distributor(s) and not of iluk.

11. Websites of Others

The iluk Website and Apps, may contain links to websites maintained by third parties. These links are provided solely as a convenience to you and not because we endorse or have an opinion about the contents on such websites. We expressly disclaim any representations regarding the content or accuracy of materials on such websites or the privacy practices of those websites. iluk also takes no responsibility nor liability for the content presented on those websites. If you decide to access websites maintained by other parties, you do so at your own risk and you understand that this Agreement and iluk Privacy Policy do not apply to your use of such websites or links.

12. Public Nature of Your Statements

You understand and agree that all Statements, any comments or reviews you post on the iluk Website and Apps, and any information contained in a End User's information profile on the iluk Website and Apps are public and not private. Any other person (whether or not a user of the iluk Website and Apps) may read your Statements without your knowledge. Please do not include any Personal Information (as defined in our Privacy Policy or otherwise) in your Statements. iluk does not control or endorse any Statement found in any part of the Communities, and we specifically disclaim any liability concerning the Statements and the Communities and any actions resulting from your participation in any part of the Communities, including any objectionable content. Any Statements you post to in connection with the iluk Website and Apps are not confidential.

By placing any information or other material in Communities (including but not limited to posting messages, uploading files, inputting data or engaging in any other form of communication), you automatically grant (or warrant that the owner of such content has expressly granted) to iluk a perpetual, royalty-free, non-exclusive, irrevocable, unrestricted, worldwide license to use, copy, sublicense, reproduce, distribute, redistribute, modify, adapt, publish, edit, translate, transmit, create derivative works of, publish and/or broadcast, publicly perform or display any materials or other information (including without limitation, ideas contained therein for new or improved products or services) you submit to the Communities alone or as part of other works in any form, media, or technology whether by any means and in any media now known or hereafter developed and to sublicense such rights through multiple tiers of sublicenses.

13. Feedback

You may choose to or we may invite you to submit comments or ideas about the iluk Website and Apps, including without limitation about how to improve the iluk Website and Apps or other products ("**Idea(s)**"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place iluk under any fiduciary or other obligation to you, and that we are free to use or publish the Idea without any compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by reviewing or accepting your submission, iluk does not waive any rights to use similar or related ideas previously known to iluk, or developed by its staff members, or obtained from sources other than you.

14. License for Statements

By posting Statements or other information on or through the Communities or in connection with the iluk Website and Apps, you grant iluk a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display the Statements alone or as part of other works in any form, media, or technology whether now known or hereafter developed without territorial or time limitations, and to

sublicense such rights through multiple tiers of sublicensees. Your license of any Statements or information submitted above extends to use for promotions, advertising, market research or any other lawful purpose, without limitation.

15. Indemnity

You agree to defend, indemnify and hold harmless iluk and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their staff members, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising out of or related to:

- (i) your use of and access to the iluk Website and Apps, including any data or content transmitted or received by you;
- (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above, or other representation or warranty;
- (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights;
- (iv) your violation of any applicable law, rule or regulation;
- (v) personal information or any other information or content that is submitted via your account on the iluk Website and Apps, including without limitation misleading, false or inaccurate information; (vi) negligent or willful misconduct; or
- (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

16. Termination

iluk may terminate or update these Terms of Use at any time, or suspend access to the iluk Website and Apps immediately, without prior notice or liability, if you breach any terms of these Terms of Use or for any other reason. Without limiting the foregoing, iluk shall have the right to immediately terminate or suspend any of your passwords or accounts in the event iluk considers, in its sole discretion, any of your conduct to be unacceptable, or in the event you breach this Agreement. Notwithstanding the above, these Terms of Use will survive termination of this Agreement.

17. Governing Law

Any disputes arising out of or related to these Terms of Use and/or any use by you of the iluk Website and Apps shall be governed by the laws of Quebec, Canada, without regard to its choice of law rules and without regard to conflicts of laws principles.

18. Additional Disclosures

No waiver by either you or iluk of any breach or default or failure to exercise any right allowed under this Agreement is a waiver of any preceding or subsequent breach or default or a waiver or forfeiture of any similar or future rights under our Agreement. The section headings used herein are for convenience only and shall be of no legal force or effect. The provisions of these Terms of Use apply equally to and are for the benefit of iluk, its subsidiaries, affiliates, Partners and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

19. Miscellaneous

(a) **Reservation of Rights.** The failure of either party to exercise in any respect any right provided in these Terms of Use will not be deemed a waiver of such rights.

(b) **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

(c) **Assignability.** These Terms of Use, and any rights and licenses granted hereunder, are not assignable, transferable or sublicensable by you except with iluk's prior written consent, but may be assigned by iluk without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

(d) **Merger.** Both parties agree that these Terms of Use, along with iluk's Privacy Policy, Partner Agreement and any other legal notices published by iluk on the iluk Website and Apps, are the complete and exclusive statements of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter hereof, and that all modifications must be in a writing signed by iluk, except as otherwise provided herein.

(e) **Independent Contractors.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind iluk in any respect whatsoever.

(f) **Causes of Action.** Any cause of action or claim you may have with respect to iluk must be commenced within one (1) year after the claim or cause of action arises. If any action in law or in equity is necessary to enforce the terms of this Agreement, and iluk Privacy Policy, the prevailing party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

BY ACCESSING THE iluk Website and Apps, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOU WILL ABIDE BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS, IMMEDIATELY STOP ACCESSING THE iluk Website and Apps