

VOGUE LOUNGE MEMBERSHIP AGREEMENT

In this Agreement the term “**Vogue**” refers to Vogue Lounge Inc., a company duly incorporated under the laws of British Columbia with a business address located at 230-8411 Bridgeport Road, Richmond, British Columbia, V6X 1R7 and the term “**Member**” refers to the undersigned.

By selecting the check-box below, the Member acknowledges that the Member has read, understood, and agreed with all terms and conditions contained in this Agreement and the schedules attached thereto. This Agreement constitutes the entire agreement of the parties and no other agreement or understanding exists between the Member and Vogue. Vogue has made no express or implied warranties or representations to the Member other than those expressly set forth in this Agreement.

WHEREAS:

- A. Vogue manages the operations of the Facility.
- B. In exchange for the Basic Membership Fee, Members are entitled to access to and use of the Facility as set out herein.
- C. Vogue wishes to offer a membership to the Facility to the Member, and the Member wishes to subscribe for a membership to the Facility, on the terms and subject to the conditions set out herein.

THIS AGREEMENT WITNESSES that in consideration of the premises, mutual covenants, and agreements herein set forth, the sufficiency of which is hereby acknowledged, the parties mutually covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATION

- (a) For the purposes of this Agreement, except as otherwise expressly provided or as the context otherwise requires, the following terms shall have the following meanings:
 - (i) “**Additional Policy**” has the meaning ascribed thereto in Section 8(h);
 - (ii) “**App**” means the Vogue Lounge mobile application;
 - (iii) “**Applicable Laws**” means any and all codes, statutes, laws, regulations, rules, permits, licenses, orders, standards and directions of any federal, provincial, state, local or other governmental authority, regulatory or administrative body, agency, or board that has legislative authority over the Member from time to time in force which are applicable to the Member.
 - (iv) “**Basic Membership Fee**” has the meaning ascribed thereto in subsections 4(a) hereof;
 - (v) “**Basic Services**” has the meaning ascribed thereto in Section 2 and “**Basic Service**” means any one of them;
 - (vi) “**Booking**” has the meaning ascribed thereto in Section 3(a);
 - (vii) “**Booking Fee**” has the meaning ascribed thereto in Section 3(c);
 - (viii) “**Business Day**” means any day which is not a Saturday, Sunday, or statutory holiday in Richmond, British Columbia;

- (ix) **"Commencement Date"** means that date upon which the Member's registration as a Member of the Facility has been accepted by Vogue in its sole discretion. Vogue is deemed to have accepted the Member's registration as a Member of the Facility upon Vogue's provision of the Member's unique login credentials for the App and Website to the Member.
 - (x) **"Facility"** means the Vogue Lounge, a salon and spa facility located at the civic address of 230-8411 Bridgeport Road, Richmond, British Columbia, V6X 1R7 and contains the furnishings listed in Schedule "A" attached hereto as modified by Vogue in its sole discretion from time to time,;
 - (xi) **"Material Breach"** has the meaning ascribed thereto in Section 16(a);
 - (xii) **"Licences"** has the meaning ascribed thereto in Section 10(d);
 - (xiii) **"Policy Notice"** has the meaning ascribed thereto in Section 8(h);
 - (xiv) **"Privacy Policy"** means that Privacy Policy attached hereto to as Schedule "C" as amended from time to time in accordance with such Privacy Policy;
 - (xv) **"Services"** has the meaning ascribed thereto in Section 8(a);
 - (xvi) **"Slot"** has the meaning ascribed thereto in Section 3(a);
 - (xvii) **"Term"** has the meaning ascribed thereto in Section 7;
 - (xviii) **"Terms of Use"** means those Terms of Use attached hereto as Schedule "B" as amended from time to time in accordance with such Terms of Use;
 - (xix) **"Website"** means the Vogue Lounge website located at the following url: www.vougelounge.ca;
 - (xx) **"Work Stations"** means the _____ work stations located in the Facility and **"Work Station"** means any one of them.
- (b) For the purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:
- (i) "this Agreement" means this Membership Agreement as it may, from time to time, be supplemented or amended;
 - (ii) headings are for convenience of reference only and do not form a part of this Agreement, nor are they intended to interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof;
 - (iii) all references to currency herein are references to Canadian currency, unless otherwise stated;
 - (iv) any reference to any entity shall include and shall be deemed to be a reference to any entity that is an heir, successor, permitted assign, or personal representative to such entity; and
 - (v) words importing the masculine gender include the feminine or neuter gender and words importing the singular include the plural and vice versa.

2. SERVICES AND AMENITIES

In exchange for the monthly Basic Membership Fee set out in Section 4(a) hereof, the Member shall be entitled to:

- (i) access the Facility;
- (ii) access and use the App and Website using the Member's unique login credentials, which Vogue shall provide to the Member within five (5) Business Days of the Commencement Date;
- (iii) subject to Section 3 hereof, make Bookings; and
- (iv) attend Members' only events hosted at the discretion of Vogue from time to time.

(collectively, the "**Basic Services**")

3. WORK STATION RENTALS

- (a) The Member shall be entitled to reserve, for the Member's exclusive use, any Work Station for thirty (30) minute time increments (each a "**Slot**") each such reservation being a "**Booking**". The Member shall make all Bookings by using the App.
- (b) The Member shall only be permitted to reserve a single Work Station for the Member's exclusive use per Slot.
- (c) Immediately upon the completion of a Booking, the Member shall pay to Vogue a fee (a "**Booking Fee**") in the amount of EIGHT DOLLARS (\$8.00), plus goods and service tax, for each Slot reserved by the Member in each Booking by way of automatic bank account withdrawal or credit charge. For example, if in a Booking a Member reserved a Work Station for two Slots, representing a time period of sixty (60) minutes, then the Member would be required to pay to Vogue a Booking Fee equal to SIXTEEN DOLLARS (\$16.00), plus goods and service tax.
- (d) In the event that the Member does not pay the Booking Fee in accordance with Section 3(c) hereof, the Booking shall immediately be cancelled and the Member shall forfeit the right to exclusively use the Work Station.
- (e) At the commencement of each Booking the Member shall scan the QR located at the applicable Work Station.
- (f) The Member hereby acknowledges and agrees that if the Member cancels a Booking less than twenty-four (24) hours in advance of that Booking, the Booking Fee shall be absolutely forfeited to Vogue.
- (g) The Member hereby acknowledges and agrees that Work Stations are available on a first come first serve basis and that Vogue provides no assurance or guarantee to the Member with respect to the availability of any of the Work Stations.
- (h) Vogue reserves the right, in its sole discretion at any time and from time to time, to:
 - (i) alter or increase or decrease the number of Work Stations available in the Facility for the Member's use;

- (ii) alter or increase or decrease the furnishings located in the Facility and/or at the Work Stations;
 - (iii) alter the location of the Work Stations within the Facility and the general configuration of the Facility; and
 - (iv) access the Facility and the Work Stations.
- (i) Vogue reserves the right, in its sole discretion at any time and from time to time, to refuse or cancel any Booking placed by the Member on the App for any reason (including after the Member has submitted its Booking), regardless of whether the Booking has been confirmed and the Booking Fee has been paid by the Member. If the Member has already paid the applicable Booking Fee and Booking is cancelled in accordance with this Section 3(i), Vogue will attempt to, within a reasonable time, issue a refund to the Member for the amount that was charged for the cancelled Booking.

4. **MEMBERSHIP FEES AND DEPOSIT**

- (a) Subject to Section 4(d) hereof, the Member shall pay to Vogue a Basic Membership Fee in the amount of TWO HUNDRED DOLLARS (\$200.00), plus goods and service tax, each month on the anniversary of the Completion Date for the duration of the Term by way of automatic bank account withdrawal or credit charge for Vogue's provision of the Basic Services to the Member.
- (b) The Basic Membership Fee shall, at the sole discretion of Vogue, be subject to increase no more than once in twelve (12) consecutive months, and prior to the increase in the Basic Membership Fee, Vogue shall provide the Member notice of the proposed increase, which notice shall be delivered to the Member in accordance with subsection 18(a) hereof no later than sixty (60) days prior to the date on which the Basic Membership Fee increases, and the notice of the Basic Membership Fee increase shall set out the amount of the increase and the date upon which the increase will occur.
- (c) Vogue shall not increase the Basic Membership Fee, except in accordance with subsection 4(b) hereof, unless as otherwise mutually agreed in writing by Vogue and the Member.
- (d) On the Commencement Date the Member shall pay to Vogue:
 - (i) the amount of FOUR HUNDRED DOLLARS (\$400.00), plus goods and service tax, which represents the Basic Membership Fee for the first two (2) months of the Member's membership to the Facility (the "**Initial Fees**"); and
 - (ii) the amount of TWO HUNDRED DOLLARS (\$200.00) which represents a deposit (the "**Deposit**") that is refundable in accordance with the terms hereof,by way of automatic bank account withdrawal or credit charge.

5. **THE DEPOSIT**

- (a) If the Member defaults in carrying out any of its obligations under this Agreement Vogue, at its sole option, may deduct from the Deposit the amount incurred by Vogue to sure default without limiting Vogue's other remedies at law or in equity.
- (b) Should all or part of the Deposit be appropriated and lawfully applied by Vogue, the Member shall on demand forthwith pay to Vogue, by way of automatic bank account

withdrawal or credit charge, a sufficient amount to restore the Deposit to the amount held by Vogue immediately prior to Vogue's appropriation or application of the Deposit as aforesaid.

- (c) In the event that Vogue terminates this Agreement for cause in accordance with Section 16(a) hereof, the Deposit shall be absolutely forfeited to Vogue and Vogue will be at liberty to pursue additional remedies against the Member, including, without limitation, specific performance and/or damages for breach of this Agreement. The parties hereby agree that the amount of the Deposit constitutes a genuine pre-estimate of the minimum damages suffered by Vogue and Vogue reserves the right to claim for further damages.
- (d) In the event that either Vogue or the Member terminates this agreement in accordance with Section 16(d) hereof, then Vogue shall return the Deposit, subject to any applicable deductions pursuant to subsection 5(a) hereof, to the Member within thirty (30) days after the effective date of the termination.
- (e) No interest shall be payable to the Member on the Deposit.

6. PAYMENT AUTHORIZATION

- (a) The Member hereby authorizes Vogue to charge the Member's credit card or debit the Member's bank account, as applicable, for all amounts payable by the Member under this Agreement, including but not limited to, the Basic Membership Fee, the Initial Fees, the Deposit and all Booking Fees, until this Agreement is terminated by either the Member or Vogue in accordance with the terms hereof.
- (b) The Member hereby waives any pre-notification requirements and acknowledges and agrees that Vogue will not provide any pre-notification to the Member of any charge or debit charged to the Member's credit card or bank account, as applicable.
- (c) The Member shall provide Vogue written notice, delivered in accordance with Section 18(a) hereof, of any change in the Member's credit card or bank account information prior to the effective date of such change.
- (d) The Member hereby acknowledges that it has certain recourse rights if any charge or debit does not comply with this Agreement, including the right to receive reimbursement for any preauthorized charge or debit that is not authorized or is not consistent with this Agreement. To obtain a form for a reimbursement claim, or for more information on the Member's recourse rights, the Member can contact its financial institution or visit www.cdnpay.ca.
- (e) The Member hereby authorizes Vogue to conduct a credit check on the Member. The Member shall provide in a timely manner all information requested by Vogue for the purpose of conducting such credit check.

7. TERM OF MEMBERSHIP

- (a) The membership of the Member shall commence on the Commencement Date and shall terminate on the earlier of:
 - (i) the date upon which the Member terminates this Agreement in accordance with the terms hereof; or
 - (ii) the date upon which Vogue terminates this Agreement in accordance with the terms hereof.

(the “Term”)

8. **USE OF WORK STATIONS AND THE FACILITY**

- (a) The Member and its employees and agents shall only use the Facility and the Work Stations therein to provide salon and spa services, including hair dressing, manicure and pedicures, make-up services, massage therapy and any other services consented to in writing by Vogue from time to time (collectively, the “**Services**”) to the Member’s commercial clients or to the Member’s family and friends.
- (b) The Member shall only use a Work Station for the duration of that Member’s Booking of that Work Station.
- (c) At the conclusion of each Booking the Member shall immediately remove all of the Member’s and its employees, agents and clients’ personal property from the applicable Work Station and the Facility. Vogue reserves the right to remove and dispose of, at the Member’s expense, any of the Member’s and its employees, agents and clients’ personal property from Work Stations and the Facility in the event the Members fails to comply with this paragraph.
- (d) The Member shall not allow any pets or animals to enter the Facility and shall ensure that all of the Member’s employees, agents, clients and any other person who performs the Services on the Member’s behalf does not allow any pets or animals into the Facility;
- (e) The Member shall not consume and ensure that all of the Member’s employees, agents, clients and any other person who performs the Services on the Member’s behalf not consumer, alcohol or any illicit substances in or around the Facility;
- (f) The Member shall not alter, reconfigure or otherwise modify any of the Work Stations, and the furnishings contained therein, or the Facility, and the furnishing contained therein, without first obtaining the prior written consent of Vogue;
- (g) The Member shall not use the Facility’s address as its registered and records office address without obtaining Vogue’s prior written consent;
- (h) The Member hereby acknowledges and agrees that Vogue reserves the right to implement further policies with respect to the Member’s, and its employees, agents, clients and other persons providing the Services on behalf of the Member’s, use of and access to the Facility and the Work Stations therein (each an “**Additional Policy**”). Vogue shall deliver notice of the implementation of an Additional Policy (each a “**Policy Notice**”) to the Member in accordance with Section 18(a) hereof at least five (5) Business Days prior to the effective date of such Additional Policy. Each Policy Notice shall contain a copy of the Additional Policy that will be implemented in accordance with this paragraph. Each Additional Policy implemented in accordance with this paragraph shall be incorporated by reference into this Agreement and shall be binding on the parties hereto.

9. **REPRESENTATIONS AND WARRANTIES OF THE MEMBER**

The Member hereby represents and warrants to and covenants with Vogue as follows:

- (a) the Member has due and sufficient right and authority to enter into this Agreement on the terms and conditions set forth in this Agreement and to perform its obligations under this Agreement;

- (b) if the Member is a corporation, that it is duly incorporated and is a valid and subsisting corporation in good standing; and
- (c) all information provided by the Member to Vogue as required under this Agreement and through the App is true and accurate in all material respects.

10. **OBLIGATIONS OF THE MEMBER**

At all times during the Term, the Member shall:

- (a) pay all amounts payable by the Member pursuant to the terms of this Agreement, including the Basic Membership Fee, the Initial Fees, the Deposit and Booking Fees;
- (b) comply with Applicable Laws, and shall cause all of the Member's employees, agents and any other person who performs the Services on the Member's behalf to provide the Services in compliance with Applicable Laws;
- (c) comply with the terms of the Terms of Use and Privacy Policy; and
- (d) at the Member's own expense, hold and ensure that all of the Member's employees, agents and any other person who performs the Services on the Member's behalf also holds or will hold prior to the commencement of that person's provision of the Services, all required licences, permits, registrations, consents, approvals and government authorizations (collectively, the "**Licences**") and maintain at all times during the Term all Licences required to provide the Services.

11. **OBLIGATIONS OF VOGUE**

At all times during the Term Vogue shall manage the operations of the Facility and provide the Basic Services to the Member.

12. **TERMS OF USE AND PRIVACY POLICY**

- (a) The Member hereby acknowledges and agrees to the terms of the Terms of Use and the Privacy Policy.
- (b) The Member hereby acknowledges and agrees that the Member's breach of any of the terms contained in either of the Terms of Use or the Privacy Policy shall constitute a breach by the Member of the terms of this Agreement.

13. **INDEMNIFICATION**

- (a) Vogue and its directors, officers, employees, successors or assigns are not responsible or liable for any loss, injury (including death), damage or expense incurred by the Member or its directors, officers, employees, successors, agents, clients and assigns, caused by or resulting from, directly or indirectly:
 - (i) the Member and its directors, officers, employees, successors, agents and assigns or any third party so authorized by the Member's provision of the Services in the Facility;
 - (ii) the Member and its directors, officers, employees, successors, agents and assigns or any third party so authorized by the Member's access to and use of the Facility, the Work Stations, the App or the Website; and

- (iii) any discontinuance, suspension, or interruption of Vogue's performance of its obligations under this Agreement,

unless the loss, injury (including death), damage or expense is directly attributable to the gross negligence or willful misconduct of Vogue, its directors, officers, employees, successors or assigns provided, however, Vogue, its directors, officers, employees, successors or assigns are not responsible for any loss of profit, loss of revenues or other economic loss even if the loss is directly attributable to the gross negligence or willful misconduct of Vogue, its directors, officers, employees, successors or assigns.

- (b) The Member shall hereby, at the sole expense of the Member, indemnify and hold harmless Vogue and its directors, officers, employees, successors and assigns from and against any and all claims, losses, suits, actions, judgments, demands, debts, accounts, damages, costs, penalties and expenses (including all legal fees and disbursements) that Vogue may sustain or incur by reason of:

- (i) any breach of this Agreement by the Member;
- (ii) access to and use of the Facility, the Work Stations, the App or the Website by the Member and its directors, officers, employees, successors, agents, clients and assigns or any third party so authorized by the Member;
- (iii) the Member and its directors, officers, employees, successors, agents and assigns or any third party so authorized by the Member's provision of the Services in the Facility;
- (iv) any taxes, interest, penalties or demands which may be made by Canada Revenue Agency or other statutory body with jurisdiction against Vogue for failure to make statutory deductions from invoices submitted by the Member or to make any remittances for or on behalf of the Member or its employees or persons performing services for the Member, as applicable, including but not limited to, charges, taxes, penalties or demands related to Income Tax, Workers' Compensation, Employment Insurance and Canada Pension Plan; and
- (v) any failure by the Member to make any and all payments and remittances required by law as an independent contractor hereunder.

- (c) In no way limiting Section 13(b) above, the Member shall indemnify and hold harmless Vogue and its directors, officers, employees, successors and assigns from all claims, losses, suits, actions, judgments, demands, debts, accounts, damages, costs, penalties, expenses (including all legal fees and disbursements) or injury (including death) suffered or incurred by the Member or its directors, officers, employees, successors, agents, clients and assigns or any third party caused by or resulting from the use of the Facility, Work Stations, App or Website except to the extent that any of the foregoing are directly attributable to the gross negligence or willful misconduct of Vogue or its directors, officers, employees, successors and assigns.

14. **INSURANCE**

- (a) At all times throughout the Term, the Member shall at its own expense:
 - (i) purchase and maintain Commercial General Liability insurance with respect to its use of and provision of the Services in the Facility. The limits of liability shall be no less than TWO MILLION DOLLARS (\$2,000,000.00) for bodily injury, personal injury or death to any person, and for property damage per occurrence; and

- (ii) purchase and maintain any additional insurance which the Member is required by law to carry, or which the Member considers necessary to cover risks not otherwise covered by insurance specified in this Agreement in its sole discretion.
- (b) The Member must provide Vogue with evidence of all required insurance as follows:
 - (i) within ten (10) Business Days of the Commencement Date, copies of the required insurance policies;
 - (ii) if any required insurance polic(ies) expire before the end of the Term, the Member must provide to Vogue within ten (10) days of expiration, evidence satisfactory to Vogue, as determined by Vogue in its sole discretion, of new or renewal polic(ies) of all expired insurance; and
 - (iii) despite subsections 14(b)(i) and 14(b)(ii) above, if requested by Vogue at any time, the Member must provide to the Vogue copies of the required insurance policies.

15. **RELATIONSHIP BETWEEN PARTIES**

- (a) The parties acknowledge and agree that this Agreement is and is intended to be a contract for services and does not create a partnership, employment, joint venture or principal/agent relationship between them. The Member is an independent contractor and does not have a partnership, employment, joint venture or principal/agent relationship of any kind with Vogue. Nothing in this Agreement or otherwise creates an employment or other relationship between Vogue and any employee of, agent of, or person performing services for, the Member.
- (b) As an independent contractor, the Member shall be responsible for making any and all business income taxes, other business taxes, and all governmental payments and remittances required by law including, but not limited to, all remittances under the Income Tax Act and the Workers Compensation Act, and Vogue shall not be obligated or responsible to deduct any such amount from any payments made to the Member under this Agreement. Upon request by Vogue, the Member shall provide Vogue with proof of payment and compliance with this paragraph.
- (c) Nothing herein contained shall constitute either party as a partner of or agent for the other for any purpose, and neither part shall have the right to incur liabilities or obligations for or on behalf of the other, except as expressly provided herein.

16. **TERMINATION**

- (a) In the event that the Member breaches one or more of its material duties or obligations hereunder (each a "**Material Breach**"), and such Material Breach has not been cured within five (5) Business Days of the date that the Member receives notice delivered in accordance with Section 18(a) hereof from Vogue advising of said Material Breach, Vogue may terminate this Agreement forthwith for cause by giving notice delivered in accordance with Section 18(a) hereof of such termination to the Member.
- (b) Without limiting the generality of the foregoing, each of the following events shall be deemed to be a Material Breach by the Member the occurrence of which shall grant Vogue the right to terminate this Agreement in accordance with section 16(a) hereof:
 - (i) Vogue, in its sole discretion, determines that the result of the credit check conducted on the Member pursuant to Section 6(e) hereof is unsatisfactory;

- (ii) the Member breaches its obligations under Section 8 hereof;
 - (iii) the Member breaches its obligations under Section 10 hereof;
 - (iv) the Member breaches its obligations under Section 14 hereof;
 - (v) the Member breaches its obligations under Section 15 hereof; or
 - (vi) the Member commits or threatens to commit an act of bankruptcy, makes a general assignment for the benefit of its creditors, becomes insolvent, or otherwise commences action for its winding up, liquidation, or dissolution under any applicable law.
- (c) Termination or cancellation of this Agreement will not affect any rights or duties arising under this Agreement with respect to those provisions intended to survive and remain in effect after the termination or cancellation of this Agreement.
- (d) Notwithstanding anything to the contrary herein, either party may terminate this Agreement by delivering notice in accordance with Section 18(a) hereof to the other at least thirty (30) days prior to the effective date of such termination and such notice must specify the effective date of the termination of this Agreement.
- (e) Notwithstanding the termination of this Agreement for any reason, the Member shall be responsible for the payment of any and all fees, charges and expenses owed to Vogue for the provision of the Basic Services, including the Basic Membership Fee and Booking Fees, in accordance herewith to the effective date of the termination.
- (f) Within thirty (30) days of the effective date of the termination of this Agreement, the Member, if using the Facility's address as the Member's registered and records office address in accordance with Section 8(g) hereof, shall remove the Facility's address as its registered and records office address.

17. FORCE MAJEURE

- (a) Notwithstanding any other provision contained herein, in the event that either Vogue or the Member should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God, pandemic, government mandated shutdown or closure, or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay.
- (b) The provisions of this Section 17 shall not under any circumstances operate to excuse the Member from prompt payment of the Basic Membership Fee, Initial Fees, the Deposit, Booking Fees and/or any other charges payable under this Agreement.

18. GENERAL

- (a) Any notice or other written communication which must be given or sent under this Agreement shall be provided as follows:
- (i) to Vogue, at 230-8411 Bridgeport Road, Richmond, British Columbia, V6X 1R7 or through the App; and

- (ii) to the Member, through the App or by e-mail sent to the e-mail address provided by the Member or at other such e-mail address(es) as the Member may indicate in writing from time to time by delivering notice of the same in accordance herewith.
- (b) If the Member comprises more than one person, their obligations under this Agreement shall be joint and several.
- (c) This Agreement may not be assigned by the Member without the prior written consent of Vogue.
- (d) The parties hereto agree to execute and deliver such further and other documents and perform and cause to be performed such further acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.
- (e) Each provision of this Agreement shall be severable, and if any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- (f) This Agreement may be executed in any number of counterparts, each of which may be transmitted electronically, with the same effect as if all parties hereto had signed the same document, and all counterparts shall be construed together and shall constitute one and the same agreement.
- (g) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- (h) Time is of the essence of this Agreement.
- (i) Subject to the restrictions on assignment herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- (j) The Schedules attached hereto are incorporated by reference into this Agreement.

☒ I hereby acknowledge and agree to all of the terms and conditions contained in this Agreement and in the schedules attached thereto.

Schedule "A"

FACILITY FURNISHINGS

SPA AREA

	Amenity Description	Quantity
1.	Electrical Massage Bed	2
2.	Warm Towel Cabinet	2
3.	Steamer	2
4.	Mattress	2
5.	Warm Blanket	2
6.	Aromatherapy Lamp	2
7.	Speaker	2
8.	Staff Chair	2

EYELASH AREA

	Amenity Description	Quantity
1.	Massage Bed	2
2.	Side Table	1
3.	Speaker	1
4.	Staff Chair	2

HAIR AND MAKE-UP AREA

	Amenity Description	Quantity
1.	Barbicide Jar	
2.	Staff Chair	12
3.	Hairdressers Chair	12
4.	Shampoo Chair	2
5.	Staff Chair for Shampoo	2
6.	Hair Processor	1

MAICURE AREA

	Amenity Description	Quantity
1.	Staff Chair	6
2.	Guest Chair	6
3.	Table	6
4.	Tray	6

PEDICURE AREA

	Amenity Description	Quantity
1.	Pedicure Chair	4
2.	Staff Chair	4

RECEPTION AREA

	Amenity Description	Quantity
1.	Screen	1
2.	Table	1
3.	Desktop Computer	1
4.	Laptop	1
5.	Chair	2
6.	Power Strip	1

ENTRANCE

	Amenity Description	Quantity
1.	Sofa	5
2.	Side Table	2

MEETING AREA

	Amenity Description	Quantity
1.	Table	1
2.	Chair	8

TEA ROOM

	Amenity Description	Quantity
1.	Microwave	1
2.	Water Heater	1
3.	Washing Machine	1
4.	Dryer	1

OTHER AMENITIES

	Amenity Description	Quantity
1.	Lockers	

Schedule “B”

TERMS OF USE

INTRODUCTION

Welcome to the Vogue Lounge mobile application (the “**App**”) operated by Vogue Lounge Inc. (“**Vogue**”), a company duly incorporated under the laws of British Columbia with a registered and records office located at 230-8411 Bridgeport Road, Richmond, British Columbia, V6X 1R7. You can contact a representative of Vogue by emailing info@voguelounge.ca

For the purposes of these Terms of Use, the terms “we”, “us”, “our” and “Vogue” will be used interchangeably to refer to Vogue Lounge Inc. The terms “you”, “your”, “user” and “Member” will be used interchangeably to refer to you as the user of the App. The following terms of use, together with any documents incorporated by reference, including, without limitation, the Privacy Policy (collectively, these “**Terms of Use**”), govern your access to and use of this App.

By accessing, browsing, reading, viewing or using the content or resources on the App (the “**Services**”), you acknowledge that you have read, understood, and agreed to be bound by the Terms of Use and to comply with all applicable laws and regulations. You agree that the Terms of Use, combined with your act of using the Services, has the same legal force and effect as a written contract with your written signature and satisfy any laws that require a written signature. You further agree that you will not challenge the validity, enforceability, or admissibility of the Terms of Use on the grounds that it was electronically transmitted or authorized. If you do not agree to the Terms of Use, then you shall not access the App or use any of the Services. Please read the Terms of Use carefully before you start using the App. These Terms of Use will apply to all users of the App, including, without limitation, users who are browsers, vendors, customers, merchants, and/or contributors of content.

Capitalized terms used but otherwise not defined herein shall have the meanings ascribed thereto in the Membership Agreement between us and you (the “**Agreement**”). In the event of a conflict between these Terms of Use and the Agreement, Vogue shall determine, in its sole discretion, which document governs.

MEMBER ACCOUNTS

You must register an account to access and use many features of the App. Registration is only permitted for legal entities, partnerships and natural persons who are 19 years or older and not under guardianship. You represent and warrant that you are not a person or entity barred from using the App under the laws of British Columbia and the laws of Canada applicable therein, your place of residence, or any other applicable jurisdiction.

You must provide accurate, current, and complete information during registration and keep your account information up to date. You may not register more than one account or transfer your account to someone else. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party. You are responsible and liable for activities conducted through your account and must immediately notify Vogue if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised. If and as permitted by applicable law, we may, but have no obligation to (i) ask you to provide identification or other information, (ii) undertake checks designed to help verify your identity or background, (iii) screen you against third-party databases or other sources and request reports from service providers, and (iv) obtain reports from public records of criminal convictions or sex offender registrations or their local equivalents.

BOOKING ON THE APP

When you book a Work Station using the App you are agreeing to pay all charges for the Booking including the Booking Fee and other applicable fees, like taxes, and any other items identified during checkout (collectively, the “**Total Price**”).

A Booking is a limited licence to enter, occupy, and use the Work Station. Vogue retains the right to re-enter the Work Station during your Booking, to the extent: (i) it is reasonably necessary, (ii) permitted by the Agreement, and (iii) consistent with applicable law. If you stay past your Booking, Vogue has the right to make you leave in a manner consistent with the Agreement and applicable law.

In general, if you cancel a Booking, the Total Price is non-refundable. We reserve the right to refuse or cancel any Booking you place with us on the App for any reason (including after you have submitted your Booking), regardless of whether the Booking has been confirmed and your payment of the Total Price made. If you have already paid the Total price and Vogue cancels your Booking, we will attempt to, within a reasonable time, issue a credit to your account equal to the amount that was charged. We may, at our sole discretion, limit or cancel Bookings made per person. These restrictions may include Bookings placed by or under the same account and/or the same credit card.

By making a Booking on this App, you agree that you will provide current, complete, and accurate purchase and account information for all Bookings made on this App.

YOUR RESPONSIBILITIES AND ASSUMPTION OF RISK

You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to join or provide access to any Work Station, or other Service. For example, this means: (i) you are responsible for leaving the Work Station in the condition it was in when you arrived, and (ii) you must act with integrity, treat others with respect, and comply with applicable laws at all times.

You acknowledge that many activities carry inherent risks and agree that, to the maximum extent permitted by applicable law, you assume the entire risk arising out of your access to and use of the App, including your use of any Work Station, use of any other Service, or any other interaction you have with other Members whether in person or online. This means it is your responsibility to investigate a Service to determine whether it is suitable for you. For example, Services may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those Services.

ELECTRONIC COMMUNICATIONS

When you visit this App, register with us, subscribe to our newsletter, or send comments/messages/e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We shall communicate with you using the e-mail address or other contact information you provide for your account or by posting notices on this App. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that we may send e-mails to you for the purpose of advising you of changes or additions to this App, about any of our products or services, or for such other purposes as we deem appropriate.

ACCEPTABLE AND PROHIBITED USE

In addition to other prohibitions as set forth in the Terms of Use, you are prohibited from using this App:

- for any unlawful purpose;

- to solicit others to perform or participate in unlawful acts;
- to violate any international, federal, provincial or state regulations, rules, or laws;
- to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, race, sexual orientation, religion, ethnicity, national origin, body image, or disability;
- to submit false or misleading information;
- 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 Services or the App;
- to collect or track the personal information of others;
- to spam, phish, pharm, pretext, spider, crawl, or scrape;
- for any obscene or immoral purpose; or
- to interfere with or circumvent the security features of the Services or the App.

Further, you are prohibited from violating or attempting to violate the security measures on the App, including, without limitation:

- attempting to probe, scan or test the vulnerability of the system or network or to breach security or authentication measures without proper authorization;
- attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing";
- sending unsolicited e-mail or commercial electronic messages, including promotions and/or advertising of products or services;
- forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; or
- hijacking all or any part of the App content, deleting or changing any App content, deploying pop-up messages or advertising, running or displaying this App or any App content in frames or through similar means on another application or website, or linking to the Services or any page within the App, without our specific written permission.

We reserve the right to suspend or terminate your use of the Services or this App or any portion thereof for violating any of the prohibited uses listed above or for failure to comply with the Terms of Use, for infringing copyright, or for any other reason.

INTELLECTUAL PROPERTY RIGHTS

This App is protected by copyrights, trademarks and/or other proprietary rights, and except as specifically provided in these Terms of Use, your use of the App shall be governed and constrained by applicable copyright, trademark, and other intellectual property laws, in addition to the Terms of Use. You specifically agree that Vogue owns all intellectual property rights in and to the content offered on this App (regardless of whether those rights are registered). Nothing contained on this App grants or should be construed as granting, by implication, estoppel, or otherwise, any license or other right to use any trademarks, trade names, service marks or logos displayed on this App without Vogue's prior written approval. All rights are herein expressly reserved.

The App's design and all text, pictures, graphics, symbols, information, content, and other material displayed on or that can be downloaded from this App are the property of Vogue. You shall not modify the information or materials on this App in any way, or copy, reproduce, publicly display, perform, distribute or otherwise use any such materials for any public or commercial purpose. Any unauthorized use of any such information or materials may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations.

ACCURACY OF INFORMATION

We attempt to ensure that the information on this App is complete, accurate, and current. Despite our efforts, the information on this App may occasionally be inaccurate, incomplete, or outdated. We make no representation or warranty as to the completeness, accuracy or currency of any information on this App. For example, Work Stations listed on the App for Bookings may be unavailable, may have different attributes than those listed, and/or may carry a different price than that stated on the App. We reserve the right, at any time, to modify or discontinue the Services (or any part, portion or content thereof) without notice to you. We are not liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Services.

Additionally, we may make changes to information about pricing and availability without notice to you. While our practice is to confirm Bookings by e-mail, the receipt of an e-mail Booking confirmation does not constitute our acceptance of a Booking or a guarantee that you will receive the Booking you purchased. We reserve the right, without prior notice to you, to refuse a Service to any Member. We may also require verification of your personal information prior to the acceptance of any Booking that you make with us.

LINKED THIRD-PARTY SITES

From time to time, this App may contain links to websites or applications that we do not own, operate, or control. All such links are provided solely as a convenience to you. If you use these links, you will leave this App.

Vogue does not operate, control, or maintain linked websites or applications and are not responsible for their availability, content, security, policies, practices or other information located on or accessible from any other website or application. Neither we nor any of our affiliates endorse, guarantee, or make any representations or warranties regarding any other website or application, or any content, materials, services, or other information located or accessible from such websites or applications, or the results that you may obtain from using such websites or applications. If you decide to access any other website or application linked to or from this App, you do so entirely at your own risk.

USER CONTENT, FEEDBACK, AND OTHER SUBMISSIONS

If, whether at our request or not, you submit (regardless of the delivery method) comments, reviews, ideas, suggestions, proposals, plans, photos, videos, links, or other materials (collectively, the “**Content**”) on or through our App, or directly to our email address, info@voguelounge.ca, you agree that you grant us the irrevocable, non-exclusive, perpetual, worldwide, transferable, sublicensable, fully paid, royalty-free licence to, at any time, without restriction, use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute, translate and/or otherwise use in any medium any Content that you submit to us. Such licence shall survive termination of your account. We are under no obligation to maintain any Content in confidence, to compensate you for our use of any Content, including for promotional purposes, or to respond to any Content. We may also delete any Content.

You agree that your Content 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 Content will not contain libelous or otherwise illegal, unlawful, abusive, or obscene material, or contain any computer virus or other malware that in any way could affect the operation of the Services or of this App. Your submission of any Content constitutes your representation and warranty that the Content is accurate and not misleading, that you own or have the right to give the Content to the Company, and that the Content does not contain anything that might expose Vogue to any legal or moral claims.

Vogue is not responsible for, and does not endorse the opinions, advice, or recommendations in the Content and specifically disclaim all liability in connection therewith.

LIMITATIONS OF LIABILITY

Vogue provides the App and all content therein “as is” without warranty of any kind, and we disclaim all warranties whether express or implied. The disclaimers in these Terms apply to the maximum extent permitted by law. If you have statutory rights or warranties we cannot disclaim, the duration of any such statutorily required rights or warranties will be limited to the maximum extent permitted by law.

You are solely responsible for any damage that results from the use of this App including, but not limited to, damage to your mobile device, computer system or loss of data. We assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect your mobile device, computer, telecommunication equipment, or other property caused by or arising from your access to, use of, or browsing this App or your downloading of any materials or resources, from this App. IN NO EVENT SHALL WE, OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, PARENT CORPORATIONS, AGENTS, SUCCESSORS, ASSIGNS, HEIRS, SUBSIDIARIES NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THIS APP BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, PERSONAL INJURY INCLUDING DEATH OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS APP, ANY APPS LINKED TO THIS APP, OR THE PRODUCTS, MATERIALS, RESOURCES, INFORMATION OR SERVICES CONTAINED AT ANY OR ALL SUCH APPS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to indemnify, defend (at Vogue’s option), and hold harmless Vogue, and its parent(s), subsidiaries, affiliates, partners, officers, directors, agents, contracts, licensors, co-branders, service providers, subcontractors, suppliers, interns, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third-party due to or arising out of your breach of these Terms of Use or the documents they incorporate by reference, your improper use of the App, your interaction with any Member, or your breach of any laws, regulations or third party rights such as intellectual property or privacy rights.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date will survive the termination of these Terms of Use for all purposes.

These Terms of Use will be effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by terminating your Membership in accordance with the Agreement.

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 Use, we may also terminate these Terms of Use at any time without notice to you and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly we may deny you access to the Services or the App (or any part or portion thereof).

Further, Vogue has the right, at any time and without prior notice to you, to terminate some or all of the Services, any feature or portion thereof, or any products offered on the App, and to terminate your right to access or use the Services and/or this App or any feature or portion thereof.

APPLICABLE LAW

These Terms of Use will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Any and all disputes arising under these Terms of Use, whether as to interpretation, performance or otherwise, will be subject to the exclusive jurisdiction of the courts of the Province of British Columbia.

ENTIRE AGREEMENT

These Terms of Use, along with the Agreement, our Privacy Policy and other operating rules posted by us on the App or in respect to the Services constitute the entire Agreement and understanding between you and us and govern your use of the Services and App. It supersedes all and any prior or contemporaneous agreements, communications, discussions, negotiations and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use). Any ambiguities in the interpretation of these Terms of Use will not be construed against us.

A printed version of the entire Agreement including these Terms of Use, the Privacy Policy and of any notice given in electronic form will be admissible in judicial or administrative proceedings with respect to this App to the same extent and given the same effect as other business contracts and documents kept and maintained in printed form.

SEVERABILITY

If any term of these Terms of Use is determined to be unlawful, void, or unenforceable, such term will nonetheless be enforceable to the fullest extent permitted by applicable law and all other terms will remain in force. Any invalid term will be treated as severed from the remaining terms.

NO WAIVER

Vogue's failure to enforce any of its rights under these Terms of Use will not constitute a waiver of such right unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms of Use, the exercise by either party of any of its remedies under these Terms of Use will be without prejudice to its other remedies under these Terms of Use or otherwise permitted under law.

REVISIONS TO THESE TERMS AND CONDITIONS

We reserve the right to update, change, adjust, modify, or replace any part of these Terms of Use at any time, without any notice to you, by posting updates and/or changes to the App. You should visit this page from time to time to review the then current Terms of Use because they are binding on you. It is your responsibility to check this page periodically for changes. No specified update or refresh date on the App will be taken to indicate that all information on the App has been modified or updated.

Your continued use of or access to the App following the posting of any changes constitutes acceptance of those changes. Certain terms or provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages on this App.

APPLE TERMS

If you access or download our application from the Apple App Store, you agree to Apple's Licensed Application End User License Agreement.

FORCE MAJEURE

Vogue shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics or disease, government mandated shut-down or closures, strikes or shortages of transportation facilities, fuel, energy, labour or materials.

ADDITIONAL ASSISTANCE

If you do not understand any of the foregoing Terms of Use or if you have any questions or comments, we invite you to e-mail us at info@voquelounge.ca. Please kindly allow sufficient time for your request to be acknowledged and processed.

Last updated: _____

Schedule "C"

PRIVACY POLICY

At Vogue Lounge Inc. ("**Vogue**") we care deeply about protecting your privacy. Trust is the cornerstone of a great brand and respecting the privacy rights of our members is an integral part of building that trust. This document outlines how we collect and use, as well the circumstances in which we may disclose, the personally identifiable information ("**Personal Information**") and other information that we may collect from you. We will only collect, use and disclose the Personal Information that you provide in a manner that is consistent with this Privacy Policy.

For the purposes of this Privacy Policy, the terms "we", "us", "our" and "Vogue" will be used interchangeably to refer to Vogue Lounge Inc. The terms "you", "your", "user" and "Member" will be used interchangeably to refer to you as the user of the Vogue Lounge mobile application (the "**App**").

Vogue is committed to protecting the rights of individuals in line with British Columbia's Personal Information Protection Act ("**PIPA**") and, where applicable, Canada's Personal Information Protection and Electronic Documents Act ("**PIPEDA**" and collectively with *PIPA*, the "**Acts**"). We comply with *PIPA*, which regulates Vogue's collection, use, and disclosure of Personal Information in British Columbia, and *PIPEDA*, which regulates Vogue's collection, use and disclosure of Personal Information in provinces that do not have privacy legislation that is substantially similar to *PIPEDA*. The Acts require that we inform you of the reasons why we collect your Personal Information, how we use it, and under what circumstances we will disclose your Personal Information and to whom. Under the Acts, you have the right to access your Personal Information, request copies of your Personal Information, request modifications to your Personal Information and request that we delete your Personal Information. Capitalized terms used but otherwise not defined herein shall have the meanings ascribed thereto in the Membership Agreement between us and you (the "**Agreement**"). In the event of a conflict between this Privacy Policy and the Agreement, Vogue shall determine, in its sole discretion, which document governs.

COMPANY INFORMATION

Vogue Lounge Inc. is a company duly incorporated under the laws of British Columbia with a registered and records office located at 230-8411 Bridgeport Road, Richmond, British Columbia, V6X 1R7.

You can contact a representative of Vogue by emailing info@voguelounge.ca

CONSENT

By using the App and/or the content or services that we provide on our App (collectively, the "**Services**"), you hereby consent to our collection, use and disclosure of your Personal Information in accordance with this Privacy Policy. If you do not agree with the terms of this Privacy Policy, please do not use this App or the Services.

THIRD PARTY INFORMATION

If you disclose the Personal Information of another person or third party to us you hereby represent and warrant to Vogue that you have the authority, on behalf of that person or third party, to disclose such information to us and provide us with the authority to collect, use and disclose such information in compliance with this Privacy Policy.

INDEMNIFICATION

You acknowledge and agree that you shall, at your sole expense, indemnify and hold harmless Vogue and its, its directors, officers, employees, successors and assigns from and against any and all claims, demands, suits, losses, costs, damages, expenses, and liabilities that Vogue may sustain or incur by reason

of your breach of this Privacy Policy, including your unauthorized disclosure of the Personal Information of any person or third party that is not you.

HOW WE COLLECT YOUR PERSONAL INFORMATION

We collect Personal Information from you when you voluntarily provide us with such information. For example, when you create an account or when you contact us with comments or inquiries. Additionally, when you use the App or our Services, we also receive and store certain information from you.

WHAT INFORMATION DO WE COLLECT?

When you use the App or the Services we may collect the following Personal Information from you:

- Your contact information – this includes information such as your name, address, e-mail, telephone number, social security number, national identification number, and/or driver's license number;
- Your payment information – this includes information such as your bank details and payment card details;
- Your account details – if you create an account on the App we collect information associated with your account such as your Booking history and the frequency of your logins;
- Your social media account information – if you use any of your social media accounts, such as Facebook, Instagram or Twitter, to access your account we may collect your Personal Information from such social media providers, such as your user name and profile picture;
- Your demographic details – this includes information such as your estimated income and occupation;
- Data from device settings – this includes information you allow us to receive through the device settings that you turn on, such as access to your camera.
- Device and browser information – this includes information such as geographic location, IP address, MAC addresses and cookies;
- Booking details – if you reserve a Work Station through the App's booking feature then we collect the specifics of your Booking, including the Work Station that you reserved, the duration of the reservation and the time that the Booking was placed; and
- Communications – if you send us any form of written communication, we collect the text of that communication and if you call us, we may keep a record of the fact that that call occurred.

As provided above, in operating our App and providing the Services, we use a technology called "Cookies" to help provide additional functionality, analyze our App's usage more accurately, and to facilitate your use of the App. Cookies are files with small amounts of data including an anonymous unique identifier that an application or website sends to your mobile device's or computer's hard drive when you are viewing the application or website. Like other applications, we automatically collect some information, including but not limited to your IP address, geographic location, language preference, date, and time of visit. This information is only collected to better serve and understand your user experience on the App.

Most applications and websites, including ours, wouldn't work very well without certain cookies. Collecting cookies allows us to prevent crashes, display information, fix bugs, and ensure the security of the App (and your account).

If you wish, you have the option of turning **off** cookies on your mobile device and computer. If you choose to do so, you may not be able to view all of our App's features and content.

HOW DO WE USE YOUR INFORMATION?

We collect your Personal Information for the purpose of operating and providing access to the App and Services as well as to conduct our business. Examples of how we may use your Personal Information in fulfilling these purposes include:

- to verify and identify your credit and banking information;
- to process and complete your Bookings;
- to process and complete payment of any fees payable by you under the Agreement;
- when applicable, to comply with any legal or regulatory obligations imposed on us;
- to administer your account in the event you create an account;
- to monitor your use of the App and the Services and improve your user experience;
- to allow you to confirm your Bookings and access a Work Station;
- to allow you to take pictures using your phone's camera while utilizing the App;
- to respond to your communications with us, including your comments or inquiries;
- to communicate with you regarding the App and the Services; and
- to analyze your use of the App and the Services so that we can better understand and improve our business. For example, to track the total number of visitors to our Services, the number of visitors to each page of our App, the domain names of our visitors' Internet service providers, and how our users use and interact with the Services.

We will only use the Personal Information that you provide to us in a manner that is consistent with this Privacy Policy.

HOW LONG WE KEEP YOUR PERSONAL INFORMATION

Vogue will not retain your Personal Information for longer than required.

We will keep your Personal Information:

- for as long as required by law;
- until we no longer have a valid reason for keeping it; or
- until you request us to stop using it.

Please note that we may store your Personal Information in a jurisdiction located outside of Canada, including the United States. Consequently, your Personal Information may be subject to the laws of such foreign jurisdictions, including the United States, and accessible by the courts, law enforcement agencies, regulatory agencies, or security of such foreign jurisdictions.

WHAT INFORMATION DO WE SHARE WITH THIRD PARTIES?

We will share your Personal Information with third parties only in the ways that are described in this Privacy Policy. We do not otherwise sell Personal Information to third parties. We may share your Personal Information with certain third parties without further notice to you, including:

- our affiliates, agents and business partners;
- with the third-party service providers that we work with in connection with the operation of the App and the provision of the Services, such as email or database providers and cloud storage, hosting and processing providers;
- with the third-party payment service processors, including Stripe, PayPal or Apple Pay, that we use to process the payments that you make using the App;
- if you use any of your social media accounts, such as Facebook, Instagram or Twitter, to access your account some of your account information may be disclosed to such social media providers;
- to enforce our Privacy Policy, Terms of Use and the Agreement;
- as required by law, such as to comply with a subpoena or similar legal process. To the extent we are legally permitted to do so, we will take commercially reasonable steps to notify you if we are required to provide your Personal Information to third parties as part of a legal process. We may also be required to disclose your Personal Information in response to lawful requests by public authorities, including requests from national security or law enforcement authorities;
- when we believe, in good faith, that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a written government request; and
- if we become involved in a merger, acquisition, or any form of sale of some or all of our assets. In the event of a merger, acquisition, or any form of sale of some or all of our assets, we shall ensure that the acquiring organization agrees to protect your Personal Information in accordance with the commitments that we have made in this Privacy Policy and that the acquiring organization shall provide notice before the Personal Information, customer information, or business information becomes subject to a different privacy policy.

These third-parties are limited to only using your Personal Information that we disclose to them for purposes that comply with this Privacy Policy.

You hereby acknowledge and consent to our disclosure and transfer of your Personal Information to third-parties who are located in jurisdictions outside of Canada, including in the United States. Your further acknowledge and accept that as a result of such disclosure or transfer, your Personal Information may be subject to the laws of such foreign jurisdictions, including the United States, and accessible by the courts, law enforcement agencies, regulatory agencies, or security of such foreign jurisdictions.

TRANSFERRING YOUR INFORMATION OUTSIDE OF EUROPE

If you are on the territory of the European Union (the “EU”), as part of the Services offered to you through this App, the Personal Information which you provide to us may be transferred to countries outside the EU. For instance, this may happen if any of our servers are from time to time located in a country outside of the EU. These countries may not have similar data protection laws. By submitting your Personal Information and other data, you agree to this transfer, storing or processing. If we transfer your Personal Information or other data outside of the EU in this way, we shall take steps to ensure that appropriate security measures

are taken with the aim of ensuring that your privacy rights continue to be protected as outlined in this Private Policy.

YOUR CONTROL

If you choose not to provide any Personal Information to us, you may not be able to access or use certain parts of the App or Services.

SECURITY

We are committed to ensuring that your Personal Information is secure and protecting your Personal Information from loss, misuse, unauthorized access, disclosure, alteration, or destruction. To prevent such loss, misuse, unauthorized access, disclosure, alteration, or destruction, we have put in place reasonable physical, electronic, and managerial procedures to safeguard and secure your Personal Information that is in our possession. We also take reasonable steps to ensure that any third-parties to whom we disclose your Personal Information have implemented comparable security measures.

Please note, however, that as no Internet, email or other electronic transmission is ever fully secure or error free, you should take special care in deciding what information you send to us in this way.

YOUR RIGHTS

Vogue will respect your legal rights to your Personal Information. We will, to the extent legally permitted, promptly notify you if we receive any requests from you to exercise the following rights:

The right to be informed	We publish this Privacy Policy to keep you informed as to what we do with your Personal Information. We strive to be transparent about how we use your data.
The right to access	You may access your Personal Information. Please contact us if you wish to access your Personal Information that we hold.
The right to rectification	If your Personal Information that Vogue holds is inaccurate or incomplete, you may ask us to rectify it. If we have disclosed your Personal Information to a third-party, then we will also ask them to rectify the data. Please contact us if you need us to rectify your Personal Information.
The right to erasure	This right is sometimes called 'the right to be forgotten'. If you would like us to erase all your Personal Information and we do not have a legal reason to continue to process and hold it, please contact us.
The right to restrict processing	You may ask us to restrict how we process your Personal Information. This means we are permitted to store the data but not further process it. We keep just enough data to make sure we respect your request in the future. If you want us to restrict the processing of your Personal Information, please contact us.
The right to data portability	Vogue will allow you to obtain and reuse your Personal Information for your own purposes across services in a safe and secure way without affecting the usability of your data. Please contact us if you want information on how to transport your data elsewhere.

The right to object	You may object to Vogue processing your Personal Information even if it is based on our legitimate interests, the exercise of official authority, direct marketing (including data aggregation), and processing for statistics purposes. If you wish to object, please contact us.
The right to withdraw consent	If you previously gave us your consent to process your Personal Information but change your mind later, you may withdraw your consent at any time, and we will stop processing your data. If you wish to withdraw your consent, please contact us.

CHILDREN'S INFORMATION

Vogue does not knowingly collect Personal Information from children under the age of 13. If you are under the age of 13, please do not submit any Personal Information through our App or the Services. We encourage parents and legal guardians to monitor their children's application and internet usage and to help enforce our Privacy Policy by instructing their children never to provide Personal Information on the App or the Services. If you have reason to believe that a child under the age of 13 has provided Personal Information to Vogue through the App and/or the Services, please contact us and we will endeavor to delete that information from our records.

LINKS TO OTHER APPS

The App and/or Services may contain links to other applications or websites not operated or controlled by Vogue. The policies and procedures we describe here do not apply to these third-party applications or websites, nor do the links from the App or the Services imply that Vogue endorses or has reviewed these third-party applications or websites.

We are not responsible for the privacy practices of other applications or websites; we are also not responsible for examining or evaluating the content, accuracy, or safety of any third-party applications or websites. We do not warrant and will not be liable or responsible for any third-party materials or applications or websites, or for any other materials, products, services or information of third parties.

We are not liable for any harm or damages associated with the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party applications or websites.

We suggest that you contact those third-party applications or websites directly for information on their own privacy policies. Please carefully review the third-party's policies and practices and ensure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third parties shall be directed to the third-party.

CHANGES TO PRIVACY POLICY

We reserve the right to change, update, adjust, revise, or modify this Privacy Policy, so please review it frequently. When we do make any changes to this Privacy Policy, we will advise you by changing the "last updated" date within this Privacy Policy. Your continued use of the App and/or Services will indicate your agreement with the terms of any such revised Privacy Policy.

QUESTIONS

If you are unhappy with the way in which your Personal Information or other data has been processed, you may contact a representative of Vogue's by emailing info@voguelounge.ca. If you have any feedback, comments, concerns, or questions about this Privacy Policy, you may contact us at any time. Please kindly allow sufficient time for your request to be acknowledged and processed.

Last updated: _____