

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

The Haircontour® "Terms of Use" govern the use of this website and the purchase of any products from it. The website is owned and operated by The Secret, LLC. In the context of this website, "we", "our" and "us" means www.Haircontour.com aka The Secret Inc. and "you" and "your" means you, the user or customer of this website. If you do not agree with these terms of use, please do not use this site.

The following Terms of Use and any other rules posted on our www.Haircontour.com constitute an agreement between us and you, the visitor, governing your access and use of all content and functionalities available at the Haircontour website, related micro-sites accessed through the URL www.Haircontour.com and www.cashmere-hair.com, related domain names, and any other website or micro-site of Haircontour and The Secret, LLC (collectively the "Site").

By visiting the Site, you are accepting and consenting to the practices described in the Terms of Use. We may modify the Terms of Use from time to time and your continued use of this Site (or any of our other Sites) following such change shall signify your agreement to be bound by the modified Terms of Use.

If you require more assistance you can contact us by emailing [info@Haircontour.com](mailto:info@Haircontour.com) or call us at 805-827-0752 and you will receive a response within 24 hours.

#### COPYRIGHTS, TRADEMARKS AND CONTENT

The entire content published on this Site, including but not limited to text, graphics or code is copyrighted under copyright laws, and is the sole property of www.Haircontour.com. Copyright 2018-2024, The Secret, LLC ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of this Site for the sole purpose of placing an order with www.Haircontour.com. Without obtaining our prior written consent, any other use, including but not limited to the reproduction, modification, distribution, display or transmission of the content of this Site is strictly prohibited. You further agree not to change or delete any proprietary notices from materials downloaded from the Site.

All trademarks, service marks and trade names of www.Haircontour.com used in the Site are trademarks or registered trademarks of The Secret, LLC.

You acknowledge and agree that all copyright, designs, the "look and feel" of the Site, trademarks and all other intellectual property and material rights relating to the content as herein described, including The Secret, LLC software and all HTML and other code contained in this Site, shall remain at all times vested in The Secret, LLC and/or are the property of their respective owners. All such content, including third party trademarks, designs and related intellectual property rights mentioned or displayed on this Site are

protected by federal and state laws and regulations and international treaty provisions. You are permitted to use the content only as expressly authorized by The Secret, LLC and/or its third party licensors. Any reproduction or redistribution of the above listed content is prohibited and may result in civil and criminal penalties. Violators will be prosecuted to the fullest extent permissible under applicable law. Without limiting the foregoing, copying and use of the above listed materials to any other server, location or support for publication, reproduction or distribution is expressly prohibited.

In addition to the Intellectual property rights mentioned above, "Content" is defined as all information such as the "look and feel" of the Site, data files, graphics, text, photographs, drawings, logos, images, sounds, music, video or audio files on this Site. The Secret, LLC. tries to ensure that the information on this site is accurate and complete. We do not warrant that the Site's Content is accurate, error-free. Your use of the Web Site is at your risk. Without limiting the foregoing, everything on the Web Site is provided to you "as is" and "as available" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, reasonable care and skill, or non-infringement. You bear the entire risk of the completeness, accuracy or usefulness of any Content found on this Site. The Secret, LLC reserves the right to withdraw, temporarily or permanently, any Content from this Site at any time and for any reason. Removal may be immediate and without notice. You confirm that The Secret, LLC is not liable to you or any third party for any such withdrawal.

Opinions expressed on the Site, and Haircontour YouTube Page (<http://www.youtube.com/cashmerehair>) are the personal opinions of the authors and do not reflect the views of The Secret, LLC. By posting you agree to be solely responsible for the content of all information you contribute. You also grant to The Secret, LLC a right to use any content you provide for its own purposes including republication in any form or media. Comments may be moderated and we do not commit to checking all content and will not be liable for third party posts. If you have a complaint about any posts please mail [info@Haircontour.com](mailto:info@Haircontour.com). The Secret, LLC reserves the right at its sole discretion not to publish or to remove any comment including those that it believes may be unlawful, defamatory, racist or libelous, incite hatred or violence, detrimental to people, institutions, religions or to people's privacy, which may cause harm to minors, is detrimental to the trade marks, patents and copyrighted content, contains personal data, improperly uses the medium for promoting and advertising businesses. This site is available to the public, information you consider confidential should not be posted to this site.

#### ELIGIBILITY TO PURCHASE AND ORDER

The purchase of merchandise through the Site is strictly limited to parties who can lawfully enter into and form contracts on the Internet in accordance with the laws of the

state of California.

In order to make purchases on the Site you will be required to provide your personal details. In particular, you must provide your real name, phone number, e-mail address and other requested information as indicated. Furthermore, you will be required to provide payment details that you represent and warrant are both valid and correct and you confirm that you are the person referred to in the Billing information provided.

The Site is available only to individuals and others who meet the Site's terms of eligibility, who have been issued a valid credit/debit card by a bank acceptable to PayPal, and who have authorized us to process a charge or charges on their credit/debit card in the amount of the total purchase price for the merchandise which they purchase.

By making an offer to purchase merchandise, you expressly authorized us to perform credit checks and, where The Secret, LLC feels necessary, to transmit or to obtain your credit card information or credit report information (including any updated information) to or from third parties solely to authenticate your identity, to validate your credit/debit card, to obtain an initial credit card authorization and/or to authorize individual purchase transactions.

Furthermore, you agree that we may use Personal Information provided by you in order to conduct appropriate anti fraud checks. Personal Information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.

We reserve the right not to accept your order in the event, for example, that we are unable to obtain authorization for payment, that shipping restrictions apply to a particular item, that the item ordered is out of stock or does not satisfy our quality control standards and is withdrawn, or that you do not meet the eligibility criteria set-out within the Terms of Use.

Furthermore, we may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any merchandise from the Site whether or not that merchandise has been sold, removing, screening or editing any materials or content on the Site, refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

Please refer to our Privacy Policy page for further information about how we use your data.

Lucky Happy Love INC. offers products for sale that are in stock and available for dispatch from our distribution center. Occasionally however, we may be waiting for shipments from our suppliers. Consequently you may from time to time be given the possibility of making an Advance Payment for certain items in which case you are able to make an Advance Purchase. This will ensure that you receive this item in priority once stock has been delivered to us. Your rights regarding Advance Purchase are the

same as those for any other purchase at the Site.

Items received into stock may be pre-allocated to satisfy Advance Payment orders and customers making Advance Payments will receive items in priority to customers on the Waiting List or customers ordering through the Site for immediate delivery. Please be aware that we may be unable to deliver selected Advance Payment merchandise due to production problems or quality check issues identified when we receive an order into stock. In these circumstances we will notify you by email and refund the Advance Payment to your credit/debit card within thirty days of being advised that merchandise has become unavailable.

#### CHANGES TO TERMS

We reserve the right to make changes to these Terms of Use at any time should those changes be required for a successful technological and legal operation of this Site. You should check these Terms of Use regularly for such changes.

#### CHANGES TO PRODUCTS AND PRICES

Prices shown on the Site are in US Dollars and are exclusive of taxes. If you are shipping within the USA, sales tax may be charged on orders shipped to California State. No other tax or import duty will be applied to orders shipped within the USA. We reserve the right to make changes to the products and prices listed on the Site, and to other content of this website, at any time without notice.

While we do our best to ensure that product descriptions on our website are accurate, some inaccuracies, typographical errors or misinterpretations may occur. We reserve the right to correct such inaccuracies or typographical errors as they are identified without The Secret, LLC being held accountable for such inaccuracies or errors.

#### SECURITY & PAYMENT

Your financial & identity protection is our most important priority. That is why we process all payments through PayPal, which is one of the safest & most secure payment processing systems in the world.

We take reasonable care to make our Site secure. All credit/debit card transactions on this site are processed using PayPal, a secure online payment gateway that encrypts your card details in a secure host environment. We will not store your credit/debit card details on our systems as PayPal processes it independently of The Secret, LLC PayPal ensured all transactions will be fully encrypted and only used to process card transactions which you have initiated. To help ensure that your shopping experience is safe, simple and secure The Secret, LLC and PayPal uses Secure Socket Layer (SSL) technology.

Furthermore, we take reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our

part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Site.

#### PROMOTION CODES

Promotion codes are non-transferable and there is no cash alternative. Furthermore, they cannot be used in conjunction with any other promotion code or offers, and must be redeemed by the date published, if provided. Promotional codes, sales, discounts and promotions can be cancelled or deactivated at any time.

#### DUTIES AND TAXES

All prices indicated on this Site do not reflect any or all of the international duties, taxes, or other customs charges that the package may encounter when it arrives in its final destination. Please contact the customs agency officials to find out of all applicable taxes and duties (if any). Those charges vary greatly from country to country and will not be covered by The Secret, LLC

#### GENERAL LEGAL TERMS

**Complete Terms:** the Terms of Use constitute the whole legal agreement between you and The Secret, LLC and govern your use of the Services. Notwithstanding the foregoing, you understand that The Secret, LLC may make changes to the Terms of Use from time to time. When these changes are made, The Secret, LLC will make a new copy of the Terms of Use available at <http://www.Haircontour.com>. You agree that The Secret, LLC is under no obligation to provide you with notices regarding changes to the Terms of Use. You understand that it is your responsibility to check the Terms of Use regularly for changes.

**Confidentiality:** You understand that The Secret, LLC grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. The Secret, LLC reserves the right to revoke these exceptions either generally or in specific cases.

**Liability in the Event of Breach:** You agree that you will comply with all of the provisions of the Terms of Use. You understand that you are solely responsible for any breach of your obligations under the Terms of Use and for the consequences of any such breach.

**Rights Not Waived:** You agree that if The Secret, LLC does not exercise or enforce any legal right or remedy which is contained in the Terms of Use this will not be taken to be a formal waiver of The Secret, LLC's rights and that those rights or remedies will still be available to The Secret, LLC

**Severability:** If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms of Use is invalid, then that provision will be removed from the Terms of Use without affecting the rest of the Terms of Use. The remaining

provisions of the Terms of Use will continue to be valid and enforceable.

Violation of Terms of Use: Please report any violations of the Terms of Use by emailing [info@Haircontour.com](mailto:info@Haircontour.com).

Independent Relationship: You and The Secret, LLC are independent contractors, and these Terms of Use, including but not limited to submission or distribution of any Content you created, will not, in whole or in part, establish any relationship of partnership, joint venture, employment, franchise or agency between the you and The Secret, LLC Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Neither party is authorized to act as an agent or representative of the other or for or on behalf of the other party in any capacity other than as expressly set forth in the Terms of Use. Neither party shall in any manner advertise, represent or hold itself (or any of its agents) out as so acting or being authorized so to act, or incur any liabilities or obligations on behalf of, or in the name of, the other party, unless specifically provided for in the Terms of Use.

#### RESOLVING YOUR CONCERNS

If you have any concerns with, or do not understand, our Terms of Use, we welcome you to contact us and we will make every effort to address and resolve your concerns. Feel free to contact us by email address at [info@Haircontour.com](mailto:info@Haircontour.com) and we will respond within 24 hours.

#### SMS

By clicking SIGN UP NOW, you agree to receive marketing text messages from Haircontour Extensions at the number provided, including messages sent by autodialer. Consent is not a condition of any purchase. Message and data rates may apply. Message frequency varies. Reply HELP for help or STOP to cancel.

---

#### DISCLAIMER

##### Terms of Sale

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. Your order is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this document and elsewhere on our website. All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and any guarantees or representations made as to delivery times are subject to any delays resulting from postal delays or force of nature for which we will not be responsible. In order to contract with us, you must possess a valid credit or debit card issued by a bank acceptable to us. We retains the right to refuse any request made by you. If your order

is accepted we will inform you by email. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of products and services may fluctuate and all prices advertised are subject to such changes. All prices indicated on this website do not reflect any or all of the international duties, taxes, or other customs charges that the package may encounter when it arrives in its final destination. Please contact the customs agency officials to find out of all applicable taxes and duties (if any). Those charges vary greatly from country to country and will not be covered by us.

#### Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order. This email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until your order is updated and states it has been "Shipped". If your order is not accepted your payment will be refunded. We are not responsible for possible errors on the site. There may be color differences between goods as viewed on the site and their actual colors, which are caused by the variations in computer screen quality.

#### Pricing and Availability

Price and availability are subject to change without notice. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

#### Disclaimer

The product you are purchasing is real human hair treated for dying purposes and contains metal and silicone clips. The product, and the use of the same, is an elective beauty measure. If you experience an allergic reaction, dermatitis, inflammation, headaches, damage to existing hair, or hair loss, or if you experience any health symptoms that may be associated with this product discontinue use and consult with a doctor immediately. Before applying, wearing, shampooing, styling, or straightening this product, please consult a professional. Do not sleep, bathe, shower or swim while wearing this product. By purchasing or using this product, you agree that any claim or dispute, whether in contract, tort, statute or otherwise, brought by you, in any way related to this product, may only be for your personal claims, and not for any claims on behalf of any class, and shall be resolved through binding arbitration, and not through a court action or jury trial.

## Changes to terms

We reserve the right to make changes to these Terms and Conditions at any time. Please check back from time to time to ensure you are aware of any updates or changes.

## Mobile Terms of Service

## Haircontour Extensions

Last updated: May 25, 2022

The Haircontour Extensions mobile message service (the "Service") is operated by Haircontour Extensions ("Haircontour Extensions", "we", or "us"). Your use of the Service constitutes your agreement to these terms and conditions ("Mobile Terms"). We may modify or cancel the Service or any of its features without notice. To the extent permitted by applicable law, we may also modify these Mobile Terms at any time and your continued use of the Service following the effective date of any such changes shall constitute your acceptance of such changes.

By consenting to Haircontour Extensions's SMS/text messaging service, you agree to receive recurring SMS/text messages from and on behalf of Haircontour Extensions through your wireless provider to the mobile number you provided, even if your mobile number is registered on any state or federal Do Not Call list. Text messages may be sent using an automatic telephone dialing system or other technology. Service-related messages may include updates, alerts, and information (e.g., order updates, account alerts, etc.). Promotional messages may include promotions, specials, and other marketing offers (e.g., cart reminders).



You understand that you do not have to sign up for this program in order to make any purchases, and your consent is not a condition of any purchase with Haircontour Extensions. Your participation in this program is completely voluntary.

We do not charge for the Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message frequency varies. Message and data rates may apply. Check your mobile plan and contact your wireless provider for details. You are solely responsible for all charges related to SMS/text messages, including charges from your wireless provider.

You may opt-out of the Service at any time. Text the single keyword command STOP to +18556790465 or click the unsubscribe link (where available) in any text message to cancel. You'll receive a one-time opt-out confirmation text message. No further messages will be sent to your mobile device, unless initiated by you. If you have subscribed to other Haircontour Extensions mobile message programs and wish to cancel, except where applicable law requires otherwise, you will need to opt out separately from those programs by following the instructions provided in their respective mobile terms.

For Service support or assistance, email [info@Haircontour.com](mailto:info@Haircontour.com).

We may change any short code or telephone number we use to operate the Service at any time and will notify you of these changes. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages.

The wireless carriers supported by the Service are not liable for delayed or undelivered messages. You agree to provide us with a valid mobile number. If you get a new mobile number, you will need to sign up for the program with your new number.

To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the Service, any errors in such information, and/or any action you may or may not take in reliance on the information or Service.

We respect your right to privacy.

Privacy:

Your privacy is important to us. Please visit this link for our Privacy Policy:

<https://Haircontour.com/privacypolicy/>

How To Contact Us

Should you have other questions or concerns about our privacy policies or terms of use, please call us at 805-827-0752 or send us an email at [Info@Haircontour.com](mailto:Info@Haircontour.com)