

LEGAL TERMS OF USE

TERMS

Updated: January 2026

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BY ACCESSING, VIEWING, OR USING THIS SITE, AS WELL AS ALL RELATED WEBSITES OPERATED BY THE COMPANY, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE WITH THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DO NOT USE THIS SITE.

When you register and or voluntarily provide your personally identifiable information to the Company, you expressly consent to receive any notices, announcements, agreements, disclosures, reports, documents, and communications concerning new products or services, or other records of correspondence from the Company. This consent is to receive notices electronically by way of email.

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This Site is provided solely for the use of current and future customers of the Company to provide you with information about the Company, access information, purchased products and services, and to enable you to contact us with any questions or comments that you may have. Any other use of this site is prohibited.

You agree not to use the Site to:

- i. post or transmit any defamatory, threatening, obscene, harassing, or otherwise unlawful information;
- ii. send advertisement, solicitation, spam, chain letter, or other similar type of information;
- iii. encourage illegal activity;
- iv. disclose private or personally identifiable information of others without authorization; or
- v. upload or distribute materials protected by intellectual property laws without a valid license or the legal right to do so.

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USE OF ARTIFICIAL INTELLIGENCE ("AI") SYSTEMS

The Company may use artificial intelligence technologies, automated systems, or machine-learning tools ("AI Tools") to support or deliver portions of the Site, including content generation, customer support, personalization, recommendations, analytics, and operational functions.

By using this Site, you acknowledge and agree that:

- AI tools may analyze, process, or generate content based on your interactions.
- AI tools may produce inaccurate, incomplete, outdated, or unexpected information.
- You must verify AI-generated information before relying on it.
- The Company makes no warranties regarding the accuracy or reliability of AI-generated content ("AI-Generated Content").
- AI-tools may be operated by third-party providers, and your use of AI features indicates your acceptance of their terms and privacy practices.

AI-GENERATED CONTENT DISCLAIMER

Ai-Generated Content provided through or displayed on the Site is for information purposes only and does not constitute professional, legal, financial, medical, or other regulated advice.

The Company makes no representations or warranties regarding whether AI-Generated Content:

- is accurate and error-free;
- is current, complete, or reliable;
- is free from bias;
- is suitable for your particular purpose.

You assume all risks in relying on AI-Generated Content and should consult qualified professionals where appropriate.

USER DATA PROVIDED TO AI SYSTEMS

By using the Site, you acknowledge that certain data you submit may be processed by AI Tools to deliver functionality, improve features, or support operations.

You agree that:

- The Company does not intentionally provide personally identifiable information to AI Tools unless operationally necessary.
- AI Tools may retain anonymized or de-identified data as permitted by their providers.
- You will not submit confidential, sensitive, regulated, or proprietary information that you do not wish to be processed.
- Your continued use of AI-powered features constitutes consent to such processing.

USER RESPONSIBILITIES WHEN INTERACTING WITH AI FEATURES

You agree:

- Not to rely on AI-Generated Content without independent verification.
- Not to input harmful, unlawful, or proprietary information into AI features.
- Not to use AI Tools to create or disseminate misleading, harmful, or unlawful content.
- To comply with all applicable laws related to AI, data use, and content generation.

AI AND INTELLECTUAL PROPERTY RIGHTS

You acknowledge that AI-Generated Content may be derived from proprietary datasets or publicly available information.

Unless expressly permitted:

- The Company retains all rights to AI-Generated Content.
- No ownership is transferred to you.
- Your license is limited to personal, non-commercial use.
- AI-Generated content may not be unique.
- Reverse engineering or attempting to extract prompts, datasets, or models is prohibited.

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INDEMNIFICATION

You agree to indemnify and hold the Company and each of its directors, officers, employees, and agents, harmless from any and all liabilities, claims, damages and expenses, including reasonable attorney's fees, arising out of or relating to

- (i) your breach of this Agreement,
- (ii) any violation by you of law or the rights of any third party,
- (iii) any materials, information, works and/or other content of whatever nature or media that you post or share on or through the Site,
- (iv) your use of the Site or any services that the Company may provide via the Site,
- (v) interactions with AI-powered features on the Site, and
- (vi) your conduct in connection with the Site or the services or with other users of the Site or the services.

The Company reserves the right to assume the exclusive defence of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide the Company with such cooperation as is reasonably requested by the Company.

In simpler terms, this means: if your choices, content, or conduct - even accidental - lead to a complaint, cost, or legal issue, you agree that those consequences are yours to deal with, not the Company's, and you will reimburse the Company for any related expenses.

PRIVACY POLICY

Your use of the Site is governed by the Company's Privacy Policy, which includes how information - including information processed by AI Tools - is collected and used.

The Company will not intentionally disclose any personally identifying information about you to third parties, except where the Company, in good faith, believes such disclosure is necessary to comply with the law or enforce these Terms of Use.

By using the Site, you signify your acceptance of the Company's Privacy Policy, www.nala-lashassociation.com/privacy-policy. If you do not agree with this Privacy Policy, in whole or part, please do not use this Site.

LIMITATIONS ON CLAIM

Any claim or cause of action arising out of or related to your use of the Site must be commenced within one (1) year of the date the claim first arises, unless applicable law requires an even shorter filing period, in which case the shorter period controls. You understand and agree that the earliest applicable deadline - whether contractual or statutory - will bar any untimely claim.

TERM AND TERMINATION

Without limiting its other remedies, the Company may immediately discontinue, suspend, terminate, or block your and any user's access to this site at any time in our sole discretion.

HYPERLINK DISCLAIMERS

As a convenience to you, we may provide on this Site links to websites operated by other entities (collectively the "Linked Sites"). If you use any Linked Sites, you will leave this site.

If you decide to visit any Linked Site, you do so at your own risk, and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Linked Sites, regardless of the linking form, are not maintained, controlled, or otherwise governed by the Company.

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CONTROLLING LAW, JURISDICTION, AND INTERNATIONAL USERS

This Agreement is governed by and shall be construed in accordance with the laws of the Province of Alberta, Canada, without reference to its conflict-of-law provisions. The Company makes no representation that the materials are appropriate or available for use outside Canada.

If you access this site from outside Canada, you will be responsible for compliance with all local laws. You agree to comply with all laws and regulations applicable to your use of this site. You agree to submit to the personal and exclusive jurisdiction of the provincial or federal courts located within Canada for any disputes with the Company arising out of your use of this site.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Company and you with respect to this Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and the Company with respect to this Site.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

If for any reason, a court of competent jurisdiction finds any provision of this Agreement or portion of it to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

FORCE MAJEURE

The Company shall not be liable for any delay, disruptions, or failure to perform its obligations under this Agreement if such delay or failure results from events or circumstances beyond the Company's reasonable control. These events include, but are not limited to:

- pandemics, epidemics, outbreaks, or public health emergencies;
- government-mandated shutdowns or restrictions;
- acts of God, natural disasters, fires, floods, storms, or extreme weather;
- wars, terrorism, civil unrest, or political instability;
- labor shortages, strikes, or supply chain interruptions;
- failures or outages of utilities, internet providers, hosting platforms, software, or communication channels;
- systemic failures, outages, or critical errors of AI tools, APIs, or third-party technology providers;
- sudden changes in laws or regulations that materially affect performance;
- any event that is unforeseeable, unavoidable, and outside of the Company's control.

During a force majeure event, the Company may suspend, delay, or modify affected services without liability. The Company will make reasonable efforts to resume normal operations promptly, but is not obligated to cancel subscriptions, or issue refunds or compensation for interruptions caused by such events.

MODIFICATIONS TO AGREEMENT

The Company may revise this Agreement at any time, and you agree to be bound by the revised Agreement. Any such modifications will become effective on the date they are first posted to this site. It is your responsibility to return to this Agreement from time to time to review the most current terms and conditions. The Company does not and will not assume any obligation to notify you of changes to this Agreement.

Continued use constitutes acceptance.

ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES

You agree to be bound by any affirmation, assent, or agreement you transmit through this Site, including but not limited to any consent you give to receive communications from the Company solely through electronic transmission.

When you register and or voluntarily provide your personally identifiable information to the Company, you expressly consent to receive any notices, announcements, agreements, disclosures, reports, documents, and communications concerning new products or services, or other records of correspondence from the Company. This consent is to receive notices electronically by way of email.

CONTACT INFORMATION

Questions regarding these Terms may be sent to:

georgia@nala-lashassociation.com

