

PRIVACY POLICY

Technology & Privacy Policy

This Privacy Policy ("Policy") describes how The Lash Supply LLC and its related companies (hereinafter known as "Company", "us", "we" or "our") collect, use, disclose, and safeguard personal information of users of the websites, https://thelashsupply.com (US) https://thelashsupply.com (Canada), and academylash.com (collectively, the "Site").

By using our websites, and those of companies used to provide services on behalf of The Lash Supply LLC, you consent to the collection, use, storage, transmission and disclosure of your personal information in accordance with this The Lash Supply LLC and Privacy Policy (the "Policy"). In the Policy, "You" means you, the user, visitor and client ("You" and "Your"), while We and Us means The Lash Supply.

Online Payment Disclaimer

For the convenience of our clients, The Lash Supply LLC accepts most major credit cards for payment of invoices.

The Lash Supply LLC uses strict security protocols to ensure that your credit card transactions are secure. We do not store or see your credit card information. This online payment service is offered for the convenience of our existing clients only.

Submitting a payment to our store without prior authorization does not create a customer finalize receipt, and any payment which cannot be matched with an existing customer account will be rejected.

Voluntarily Provided Personal Information

We may collect information from various sources. For example, we may collect and obtain information:

Directly from you: when you visit and interact with our Site, sign up to receive emails, register for an account or create a profile, make a purchase, or contact us, etc.

Cookies and Online Tracking Technologies: when you visit our Site, we collect information from your browser or device identifiers to allow us to remember your account information, browsing activity, order history, shopping cart, and personal information. Note you can

adjust your browser settings to blog or delete cookies, but this may impact your experience and ability to use certain features of our Site.

From Social Media Platforms and Networks: If you interact with us on social media platforms or networks (including Facebook, YouTube, Pinterest, Tiktok, and Instagram) in connection with our Site, we collect information that you disclose to us, or the social media platforms disclose to us.

We use forms so you may voluntarily provide us with your personal information. If you provide us with your personal information, we may use your personal information to provide services and to understand how you use our website and online tools. By completing our forms, you provide us with your consent to use the information in this manner. We will use the information for the purposes for which you requested. In some cases, we may provide your information to a third party we engage to assist us in the provision of services to you.

The specific information we collect may vary depending on how you interact with us and our Site. The personal information we collect may include information that identifies, relates, describes, or associated with you. This may include:

Personal Information: your name, postal address, email address, phone number, date of birth, account name, username, password, or social media information.

Device Information: your computer's Internet Protocol ("IP") address, cookies, browsing activity.

Demographic Information: your age, gender, race and/or ethnicity, disability, if any, and occupation.

Payment Information: your credit or debit card information and billing information.

User Content: your communications with us and any other content you provide, such as social media profiles, photographs, images, videos, comments, product reviews, testimonials, survey responses, and other similar content.

Website Statistics

When you visit our websites, and those of companies that provide services on behalf of The Lash Supply.com (the "Websites"), The Lash Supply.com and our service providers may collect your IP address. We may record what pages you visit and for how long, how you arrived at our site, where approximately you are located (according to IP addresses), what kind of operating system you are on, if you are using a cell phone or tablet to access the site, and what types of media you view on our site.

We may collect anonymous statistics about how visitors use our website to better tailor the

knowledge information we provide to meet our visitors' needs. We may use this information to manage our website, develop valuable knowledge publications, seminars and events and to ensure we are keeping our technology upgraded to sufficiently meet your needs.

Cookies

The Lash Supply.com does not use cookies. The companies that provide services on behalf of The Lash Supply.com may use cookies, and this use is governed by each service provider's terms of service and privacy policy. Your acceptance of the Policy also constitutes your acceptance of the terms of use and privacy policies of The Lash Supply.com service providers.

External Links

We may have links on our website to other sites and resources that provide information or materials we feel interests you. We are not responsible for the contents or security of those sites or the collection, use and disclosure of your personal information on those sites. We also disclaim any responsibility for the information, or your reliance on the information, contained on web pages and sites accessible through external links.

Third Parties

The Lash Supply LLC may provide content of third parties ("Third Party Content"), or links to Third Party Sites, as a service to those interested in this information. The Lash Supply LLC does not monitor, approve or have any control over any Third Party Content or the Third Party Sites and the inclusion of links to Third Party Content or Third Party Sites does not imply any association or relationship between The Lash Supply LLC and such third party. The Lash Supply LLC does not guarantee, endorse or adopt the accuracy or completeness of any Third Party Content or any Third Party Site. The Lash Supply LLC is not responsible for updating or reviewing Third Party Content or Third Party Sites. You use Third Party Content and Third Party Sites at your own risk. Third Party Content, including comments from third party users submitted to The Lash Supply LLC through the Community, do not necessarily reflect the views of The Lash Supply LLC.

Third Party Content includes, without limitation, product reviews, ratings, Questions & Answers and other material that was originally posted on Third Party Sites (including, without limitation, websites hosted by brands carried in The Lash Supply LLC).

Email Statistics

We may collect statistics about how you use our email communication to better tailor the information we provide to your needs. These statistics include when you open our emails, forward them, click through links, and download files. If you use a link in an email from us that directs you to a page on our website, we will be able to associate your email address with that specific visit to

our website.

Email and Waiver of Confidentiality

Email is an inherently vulnerable form of communication. When information is transmitted by email, it is broken into packets of data that flow between servers over the internet. Technologies exist that allow interested parties to spy, sniff and sort through packets of information transmitted by email without your consent.

While The Lash Supply.com will make commercially reasonable efforts to maintain the security and confidentiality of information transmitted by email, you waive your expectation of confidentiality on any and all information transmitted between you, The Lash Supply.com and any person or entity delivering services for or on behalf of The Lash Supply.com.

GDPR Privacy Notice

Text Messaging

By using, taking part in, and/or opting in to one or more Programs, you expressly consent to receive marketing and/or non-marketing text messages from The Lash Supply LLC and any and all others texting on The Lash Supply LLC's behalf, including, but not limited to, its service partners, including text messages which may utilize or be sent using an automated system, an autodialer, an automated system for the selection and/or dialing of telephone numbers, an automatic telephone dialing system ("ATDS"), and/or any other type of systems, softwares, hardwares, or machines (no matter how they may be named or classified, and whether used alone or in conjunction with one another) that may use an automated procedure or process for sending messages, at the mobile telephone number associated with your opt-in. You may opt-out of these communications at any time, and your consent to receive marketing text messages is not required and is not a condition to purchase any goods or services.

As set forth above, The Lash Supply LLC and/or its service providers and others may use an autodialer and/or related systems to deliver text messages (including, but not limited to, SMS and MMS) to the phone number(s) that you provide. Text messaging may include one-time or recurring texts related to, but not limited to, the following programs:

Marketing and Promotional Programs: By opting into a The Lash Supply LLC marketing Program, you can expect to receive recurring marketing, promotional, advertising, informational and other similar messages regarding sales, discounts, loyalty programs, reward certificates, abandoned cart reminders, and other offers, in varying frequencies at the mobile telephone number provided when opting in.

Service Appointments: You may provide your mobile telephone number to opt in to receive text messages about appointments, services, and/or reminders and updates

related to the same.

Order Tracking and Delivery Alerts: You may provide your mobile telephone number to opt in to receive text messages about your orders, shipments, and/or deliveries, and updates related to the same.

On-Demand Text Message Reply Services: You may send a text requesting certain types of on-demand text message reply services from The Lash Supply LLC, including but not limited to the following: text to receive a link to sign-up for loyalty programs, text to sign-up for email marketing programs, text to receive a link to save a coupon or similar item to your mobile telephone or digital wallet, text to download the The Lash Supply LLC Mobile App, or text to receive a link to enter or make entry to a sweepstakes. These text messages are not ongoing recurring Programs and therefore you will only receive the information you specifically request in reply.

How to Opt Out

If you do not wish to continue participating in any Program, or no longer agree to these Terms, text the applicable Short Code or directly reply to any message received from a Program with STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to opt out of that Program at any time. You may receive an additional mobile message confirming your decision to opt out. You understand that the text message program may not recognize and respond to unsubscribe requests that contain words or phrases other than those set forth above and agree that The Lash Supply LLC and its service providers will have no liability for failing to honor such requests. You may be subscribed to multiple Programs across different Short Codes, and therefore you must separately text or reply STOP to each Short Code from which you wish to unsubscribe.

Costs

Message and data rates may apply. Please check with your mobile carrier for details about your pricing plan and the charges for sending and receiving text messages. You are solely responsible for any costs related to or associated with your receipt of text messages, as set forth more fully in these terms.

Supported Carriers

Not all mobile devices or handsets may be supported and our messages may not be deliverable in all areas. The Lash Supply LLC, its service providers and the mobile carriers supported by the program are not liable for delayed or undelivered messages.

Eligibility

Children under the age of 16 may not participate in any Program and parents or legal guardians may not agree to these Terms on their behalf. If we become aware that a child under 16 has

provided or attempted to provide us with personal information, we will use our best efforts to remove the information permanently from our files. If you are under the age of 18 but at least 16 years of age, you may participate in any Program only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian agreeing to these Terms for the benefit of a child between the ages of 16 and 18, be advised that you are fully responsible for his or her participation in any Program, including, without limitation, all legal liability that he or she may incur.

European Union General Data Protection Regulation

For users residing in the European Union, we endeavor to ensure that your personal information is processed in compliance with the European Union General Data Protection Regulation (the "GDPR"). We process your personal information provided through our Site based on your consent or for our legitimate business interests. We delete personal information within a reasonable period after we no longer need to use it for the purpose for which it was collected. This does not affect your right to request that we delete your personal information before the end of its retention period. You have the right to request access to your personal information, to have your personal information corrected, restricted or deleted, and to object to our processing of your personal information. If you wish to exercise any of these rights, or if you have any concerns about our processing of your personal information, please contact us at the email address or phone number below.

California Consumer Privacy Act Rights

If you are a California resident, you will receive additional rights under the California Consumer Privacy Act (the "CCPA"). While we do not sell your personal information, you can make a formal request to delete your personal information that we process. You have the right to request that we delete any of your personal information we collect from you and retained, subject to the exceptions listed below. Once we receive and confirm your request, we will delete your personal information from our records.

We may deny your request if retaining the information is necessary for us to complete the transaction for which we collected the personal information; detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; engage in statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent; enable solely internal uses that are

reasonably aligned with consumer expectations based on your relationship with us; or comply with a legal obligation.

You also have the right to request that we disclose certain information to you about our collection and use of your personal information over the past twelve (12) months. Once we receive and confirm your request, we will disclose to you the categories of information we collected, our purpose for collecting that information, third parties we share that information, and specific pieces of information we collected about you. You can request that we delete your account and/or personal information by contacting the email address or phone number below.

Information Security

We will take all reasonable steps to protect your account and personal information against unauthorized access to, and use of your account and disclosure. We will take reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for the use(s) outlined under this Policy. Please notify us as soon as possible if you suspect any unauthorized use of your account or personal information.

Children and Privacy

Our services are not directed to children, and you may not use our services if you are under the age of 18 years old. You must be old enough to consent to the processing of your personal data in your country. We do not knowingly collect information from children.

Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Changes to This Policy

We reserve the right to change this Policy, or any other policy at any time. We will notify you about changes to this Policy by placing the updated policy on our Site. You agree that your use of our services after such notification will constitute acceptance by you of such changes to our Policy.

Disclaimer of Liabilities

The Lash Supply LLC WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITES OR THE COMMUNITY. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES. This provision does not apply to New Jersey residents.

TERMS OF USE

Product Information

The products displayed on the Sites can be ordered and delivered only within the U.S. and certain select countries. See the International Shipments section of The Lash Supply LLC for more information. The Lash Supply LLC products displayed on the Sites may be available in select The Lash Supply LLC retail stores in the U.S. and certain foreign markets. All prices displayed on The Lash Supply LLC are quoted in the U.S. Dollars and are valid and effective only in the U.S. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by The Lash Supply LLC.

All material and information presented by The Lash Supply LLC is intended to be used for personal, educational or informational purposes only. The statements made about products by the manufacturers have not been evaluated by the U.S. Food and Drug Administration or any other government agency and the results reported, if any, may not necessarily occur in all individuals. The statements and products sold through The Lash Supply LLC are not intended to diagnose, treat, cure or prevent any condition or disease. If any minor uses any goods or product from The Lash Supply LLC it should be only after the legal or parental guardian has discussed the product with the minor's doctor.

All products should be used strictly in accordance with their instructions, precautions and guidelines. You should always check the ingredients for products to avoid potential allergic reactions. Use of the Sites is not meant to serve as a substitute for professional medical advice: these Sites are solely online stores for specialty beauty products. Please consult with your own physician or health care practitioner regarding the use of any goods, products or information

received from the Sites before using or relying on them. Your physician or health care practitioner should address any and all medical questions, concerns and decisions regarding the possible treatment of any medical condition. The Lash Supply LLC does not give or intend to give any answers to medical related questions and these Sites do not replace any medical professional or medical resource. The Lash Supply LLC does not represent itself as a physician nor is this implied. No prescription medications or medical treatments are intentionally provided on the Sites. IF YOU ARE IN NEED OF MEDICAL ATTENTION, CALL 911 OR YOUR PHYSICIAN IMMEDIATELY.

The products available on the Sites and the Community, including any samples The Lash Supply LLC may provide to you, are for your personal use only. You may not sell or resell any products you purchase or otherwise receive from The Lash Supply LLC. The Lash Supply LLC reserves the right, with or without notice, to cancel or reduce the quantity of any order to be filled or products to be provided to you that may result in a violation of these Terms of Use, as determined by The Lash Supply LLC in its sole discretion.

Content Posted on Social Media Channels

From time to time, The Lash Supply LLC may reach out to you and ask for permission to use content you posted on social media channels (such as, by way of example, Instagram, Facebook, Twitter, TikTok, etc.), including photography, videos, captions, and or related content (your "Social Media Content"). When you agree to allow The Lash Supply LLC to use your Social Media Content, the terms in this section apply (unless you and The Lash Supply LLC agree in writing to different terms):

The Lash Supply LLC will have the worldwide and perpetual right, without payment to you, but not the obligation, to do the following:

a. To Publish your Social Media Content in The Lash Supply LLC marketing materials in any form, medium or technology whether now or hereafter known, including, but not limited to, materials on The Lash Supply LLC.com, The Lash Supply LLC emails, content in social media channels, and in-store materials;

b. In connection with the foregoing, to add links to the ecommerce portions of The Lash Supply LLC's sites and apps (including The Lash Supply LLC.com) to enable users to "shop your look" and purchase products (including, without limitation, products that you show, mention or tag in your Social Media Content, as well as other products); and

c. To use only specific elements of your Social Media Content (e.g., only your photography, video and/or only excerpts from your caption), and to make edits to the Social Media Content, in connection with the foregoing.

You represent and warrant that:

- a. No person other than you appears or is mentioned in the Social Media Content;
- b. You took the photograph or video and have all the rights to the Social Media Content;
- c. You actually used any products tagged, shown or mentioned in the Social Media Content in conformity with the product instructions;
- d. If your Social Media Content contains a "look" based on use of various products, that "look" is a fair representation of the actual performance and appearance of the products tagged, shown or mentioned in the Social Media Content, and you did not use any tools, special effects, or any other method to materially enhance or alter the performance or appearance of such products;
- e. Any statements or testimonials that are included in your Social Media Content are true and accurate and represent your current honest opinions, findings, beliefs, and/or experiences;
- f. If you have received any compensation, incentive, or other benefit from The Lash Supply LLC or any third party in exchange for posting the Social Media Content, using any product, or mentioning or tagging any products or brand in your Social Media Content, or if you have a material connection to The Lash Supply LLC or any other company or brand mentioned or tagged in your Social Media Content, then (i) you have disclosed this clearly in your caption clearly and conspicuously, and (ii) in connection with any use made by The Lash Supply LLC of your Social Media Content, The Lash Supply LLC shall have the right to prominently disclose, in a manner determined by The Lash Supply LLC in its discretion, that you received such compensation, incentive or other benefit; and
- g. You have the right to grant The Lash Supply LLC the right to use your Social Media Content as set forth in these terms and such use by The Lash Supply LLC will not violate the rights of any third party.

Fraud Protection Program

As part of our order processing procedures, we screen all received orders for fraud or other types of unauthorized or illegal activity. We reserve the right to refuse to process an order due to suspected fraud or unauthorized or illegal activity or where the order violates The Lash Supply LLC's published policies. If such is the case, we may reject your order or our Customer Service department may call you at the phone number you provided (or use your email address) to confirm your order. We also reserve the right to cancel any accounts or refuse to ship to certain addresses due to suspected fraud or unauthorized or illegal activity. We take these measures to protect our customers as well as ourselves from fraud or other unauthorized or illegal activity.

Disclaimer of Warranties

The Lash Supply LLC IS PROVIDING THE SITES, THEIR CONTENTS AND THE COMMUNITY ON AN "AS-IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION OF THE SITES OR THE COMMUNITY, THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS, INCLUDED ON THE SITES OR AS PART OF THE COMMUNITY. TO THE FULLEST EXTENT PERMITTED BY LAW, The Lash Supply LLC DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING FOR EXAMPLE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, The Lash Supply LLC DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE SITES OR THE COMMUNITY IS ACCURATE, COMPLETE OR CURRENT. Please note that some jurisdictions may not allow the exclusion of implied warranties and conditions, so some of the above exclusions may not apply to you but shall apply to the maximum extent permitted by applicable laws. Price and availability information is subject to change without notice.

Understanding the risk of Lash Extensions Products.

By purchasing The Lash Supply LLC products buyer agrees that he/she fully understands the danger of allergy reaction which lash extension adhesive and products may course to certain people.

By purchasing The Lash Supply LLC products, buyers agree to perform adhesive patch tests for all new clients and every time different adhesive is used for application.

By purchasing The Lash Supply LLC products buyer agrees that he/she fully understands the possibility of adhesive sensitivity developed with time.

By purchasing The Lash Supply LLC products buyer agrees to sign a consent form with each client, informing he or she about all the above risks which may occur with eyelash extension procedure and lash extension products sold in this online store.