

Step-Up Comfort

Your Compression Stocking Specialist

TERMS AND CONDITIONS

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By accessing the website, navigate and/or use it, you agree to be fully bound to these terms, whether or not you open an account through the Website, register on the Website or log in with your account. Step Up Comfort Inc. reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms and Conditions, at any time. It is your responsibility to check these Terms and Conditions periodically for changes.

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You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. Step-Up Comfort reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Step-Up Comfort server, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of Step-Up Comfort, including any Step-Up Comfort Account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Step-Up Comfort systems or networks, or any systems or networks connected to the Site or to Step-Up Comfort.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Step-Up Comfort on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

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You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Step-Up Comfort or others.

INTERNATIONAL USERS

The Service is controlled, operated and administered by Step-Up Comfort from our offices within Canada. If you access the Service from a location outside Canada, you are responsible for compliance with all local laws. You agree that you will not use Step-Up Comfort accessed through www.Step-Up-Comfort.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

ACCOUNTS, PASSWORD AND SECURITY

Certain features or services offered on or through the Site may require you to open an Account (including setting up a Step-Up Comfort username and password). You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of you failing to keep this information secure and confidential. You agree to notify Step-Up Comfort immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by Step-Up Comfort or any other user or visitor to the Site due to someone else using your Step-Up Comfort username, password or account as a result of your failing to keep your account information secure and confidential.

You may not use anyone else's Step-Up Comfort username, password or account at any time without the express permission and consent of the holder of that Step-Up Comfort ID, password or account. Step-Up Comfort cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

OTHER TERMS AND CONDITIONS

Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Site, including contests, promotions, Return & Exchange Policy or other similar features, all of which terms are made a part of these Terms and Conditions by this reference. You agree to abide by such other Terms and Conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms and Conditions and the terms posted for or applicable

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to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

Step-Up Comfort obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements.

Step-Up Comfort may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Site with respect to products and services may be out of date, and Step-Up Comfort makes no commitment to update the materials on the Site with respect to such products and services.

Each of these policies may be changed from time to time and are effective immediately upon posting such changes on the Site.

CANCELLATION/REFUND POLICY

You may cancel your order within 48 hours submitting your request. Any opened packages will be examined prior to issuing an exchange or refund. Worn/used items can only be exchanged and a refund can not be issued due to unhygienic concerns.

LINKS TO AND FROM OTHER WEBSITES

Throughout this Website you may find links to third party websites. The provision of a link to such a website does not mean that we endorse that website. If you visit any website via a link on this Website you do so at your own risk.

Any party wishing to link to this website is entitled to do so provided that the conditions below are observed:

- you do not seek to imply that we are endorsing the services or products of another party unless this has been agreed with us in writing
- you do not misrepresent your relationship with this website; and
- the website from which you link to this Website does not contain offensive or otherwise controversial content or, content that infringes any intellectual property rights or other rights of a third party.

By linking to this Website in breach of our terms, you shall indemnify us for any loss or damage suffered to this Website as a result of such linking.

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RESERVATION OF RIGHTS

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Website. You agree to immediately remove all links to our Website upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our Website, you agree to be bound to and abide by these linking terms and conditions.

REMOVAL OF LINKS FROM OUR WEBSITE

If you find any link on our Website or any linked Website objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

Whilst we endeavor to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

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This Site may contain links to other independent third-party Websites ("Linked Sites"). This website may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

SOCIAL MEDIA

All comments, images, videos and other material on third-party social networks do not necessarily reflect the opinion or ideas of Step-Up Comfort or its employees. Therefore, Step-Up Comfort is not responsible for such content.

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OBLIGATIONS OF USERS

As a general comment, Users must operate at all times in conformity with the law, with the norms of polite behavior and the requirements of good faith, employing all due diligence and abstaining from using the Website in any way that may impede, damage or adversely affect the normal operation of the Website, or the goods or rights of Step-Up Comfort, of its suppliers, of other Users or in general of any third party. Specifically, and without this implying any limitation of any kind of provisions of the previous section, Users shall, during their use of the Website, accept the following obligations:

- Not to introduce, store or transmit through the Website any program, data, virus, or code, or any other electronic or physical equipment that is likely to cause damage to the Website, to any of its services, or to any of the equipment, systems or networks of Step-Up Comfort, of any other User, of Step-Up Comfort suppliers, or in general of any third party.
- To provide truthful information in terms of the data requested in the registration form or the order form, and to keep the said data updated.
- Not to introduce, store or propagate on or from the Website any information or material that is defamatory, insulting, obscene, threatening or xenophobic, or is of a type likely to incite to violence or to discrimination for reasons of race, sex, ideology or religion, or that in any way offends against morality, public order, fundamental rights or public liberties,
- Not to destroy, alter, use for the User's own purposes, render unusable or damage the data, information, programs or electronic documents belonging to Step-Up Comfort, to our suppliers or to third parties.
- No to use false identities, or to supplant the identity of others when using the Website or any of its services, including the use if required of passwords or access codes belonging to third parties, or in any other way.
- Not engage in advertising activities or any form of commercial exploitation of the Website, and not to use the contents and information contained on the Website to transmit advertising, or to send messages with any other commercial purpose in mind, or to collect or store the personal data of third parties.

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- Change or remove (temporarily or permanently) the Website or any part of it without notice.
- You confirm that www.Step-Up-Comfort.com shall not be liable to you for any such change or removal.
- Change these Terms and Conditions at any time, and your continued use of the Website following any changes shall be deemed to be your acceptance of such change.
- Modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason;
- Modify or change the Site, or any portion of the Site, and any applicable policies or terms; or
- Interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

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WAIVER

If you breach these Terms and Conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms and Conditions.

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SEVERANCE

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Terms and Conditions shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

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Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of www.Step-Up-Comfort.com for death or personal injury as a result of the negligence of www.Step-Up-Comfort.com or that of its employees or agents.

USER COMMENTS

Certain parts of this website offer the opportunity for users to post and exchange opinions, information, material and data ('Comments') in areas of the website. Step-Up Comfort does not screen, edit, publish or review Comments prior to their appearance on the website and Comments do not reflect the views or opinions of Step-Up Comfort, its agents or affiliates. Comments reflect the view and opinion of the person who posts such view or opinion. To the extent permitted by applicable laws Step-Up Comfort shall not be responsible or liable for the Comments or for any loss cost, liability, damages or expenses caused and or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

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Step-Up Comfort reserves the right to monitor all Comments and to remove any Comments which it considers in its absolute discretion to be inappropriate, offensive or otherwise in breach of these Terms and Conditions.

You warrant and represent that:

- You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
- The Comments do not infringe any intellectual property right, including without limitation copyright, patent or trademark, or other proprietary right of any third party;
- The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material or material which is an invasion of privacy
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant to Step-Up Comfort a non-exclusive royalty-free license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

GOVERNING LAW

By accessing this website, you agree that the Province of Alberta governs the terms of use, the privacy policy and any agreements entered herein. These Terms and Conditions shall be governed by and construed in accordance with the law of Canada and by the laws of the Province of Alberta without regard to its conflicts of law's provisions.

By accessing this site you agree to be bound by the laws and jurisdiction of the Province of Alberta, Canada. If you access the Site from anywhere other than Canada, you agree that the Province of Alberta law will govern these Terms and Conditions and the purchase of products by you through the Site and that any dispute of any sort that might arise between you and Step-Up Comfort or its affiliates and subsidiaries shall be subject to the exclusive jurisdiction of the courts of the Province of Alberta.

The preceding provision regarding venue does not apply if you are a consumer based in the European Union. If you are a consumer based in the European Union, you may make a claim in the courts of the country where you reside. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. Claims made under the separate terms and conditions of purchase for goods and services are not subject to this limitation. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and

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attorneys' fees. In the event of any controversy or dispute between Step-Up Comfort and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

VIOLATION OF THESE TERMS AND CONDITIONS

Step-Up Comfort may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint with a violation of the Terms and Conditions.

Step-Up Comfort rights or property, or the rights or property of visitors to or users of the Site, including Step-Up Comfort customers. Step-Up Comfort reserves the right at all times to disclose any information that Step-Up Comfort deems necessary to comply with any applicable law, regulation, legal process or governmental request.

Step-Up Comfort also may disclose your information when Step-Up Comfort determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Step-Up Comfort may preserve any transmittal or communication by you with Step-Up Comfort through the Site or any service offered on or through the Site, and may also disclose such data under the terms of use and the privacy policy.

You agree that Step-Up Comfort may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine, in our sole discretion, that you have violated these Terms and Conditions or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms and Conditions will constitute an unlawful and unfair business practice, and will cause irreparable harm to Step-Up Comfort, for which monetary damages would be inadequate, and you consent to Step-Up Comfort obtaining any injunctive or equitable relief that Step-Up Comfort deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Step-Up Comfort may have at law or in equity.

You acknowledge and agree that Step-Up Comfort may preserve any transmittal or communication by you with Step-Up Comfort through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or Step-Up Comfort determines that such preservation or disclosure is reasonably necessary to:

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- Enforce these Terms and Conditions.
- Comply with legal process.
- Respond to claims that any such data violates the rights of others.
- Protect the rights, property or personal safety of Step-Up Comfort, its employees, users of or visitors to the Site, and the public.

If Step-Up Comfort does take any legal action against you as a result of your violation of these Terms and Conditions, Step-Up Comfort will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Step-Up Comfort. You agree that Step-Up Comfort will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms and Conditions.

FEEDBACK, INFORMATION AND CONTACT

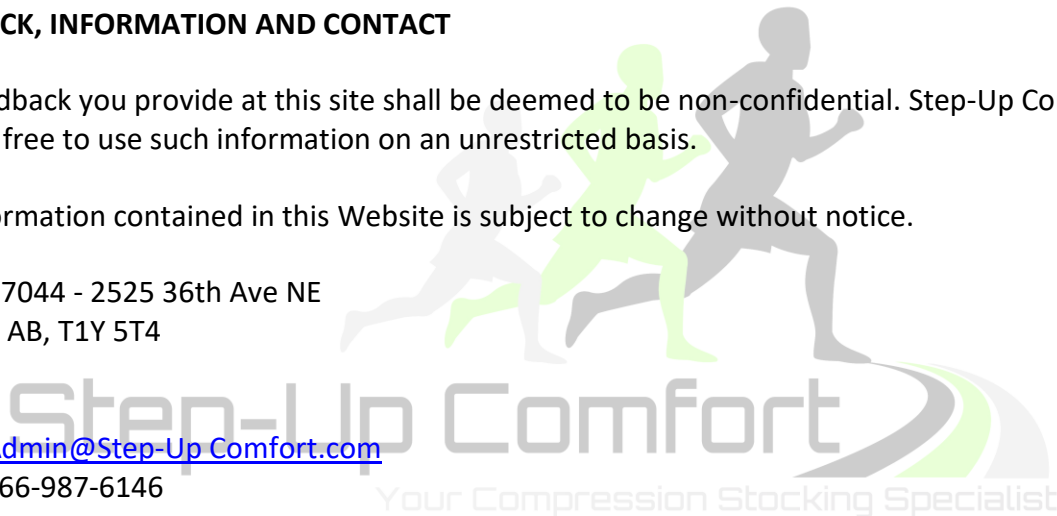
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Suite #57044 - 2525 36th Ave NE
Calgary, AB, T1Y 5T4
Canada

Email: Admin@Step-Up Comfort.com

Fax: 1-866-987-6146



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