



TERMS AND CONDITIONS

General Terms and Conditions of the Interior Design Service of Jil Sonia Interiors Inc. This Design firm is owned and operated by Jil Sonia McDonald.

By using this Site & our services, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Intellectual Property

All content published and made available is the property of Jil S. McDonald and Jil Sonia Interior Inc.'s creators. This includes, but is not limited to images, text, logos, documents, worklists, downloadable files, and anything that contributes to the composition of our design.

Acceptable Use

As a user of our Services, you agree to use our Services legally, not to use our Services for illegal purposes, and not to:

- Harass or mistreat other users of our Services & site.
- Violate the rights of other users of our Services.
- Violate the intellectual property rights of the Site owners or any third party to the Services.
- Hack into the account of another user of the Site.
- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site or Services illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site & Services. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site and Services.

Limitation of Liability

Jil S. McDonald and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities, and expenses including legal fees from your use of our Services.

Indemnity

Except where prohibited by law, by using these Services you indemnify and hold harmless Jil S. McDonald and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Services or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Province of British Columbia.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and Jil S. McDonald are unable to resolve any dispute through informal discussion, then you and Jil S McDonald agree to submit the issue before a mediator. The decision of the mediator will not be binding. Any mediator must be a neutral party acceptable to both you and Jil S. McDonald. The costs of any mediation will be shared equally between you and Jil S. McDonald.

Notwithstanding any other provision in these Terms and Conditions, you and Jil S. McDonald agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

Additional Terms

- Client is to ensure all items selected by designer will fit through the doors & into the room.
- Jil Sonia Interiors Inc. does not warranty any items, please contact the manufacturer directly for any manufacturer defects.
- Client is to ensure all items meet the current building code and that all items are installed to industry standards. Tile is installed to TTMAC standards.
- When items are delivered, please note on the delivery slip if any boxes or packaging appear damaged. You can accept the item if you note any exterior damage to the box. Then within 2 days, open & inspect the item for further damage & contact Jil Sonia Interiors with photos & notes.
- While Jil Sonia Interiors Inc. tries to obtain the best pricing possible for our clients, we do not guarantee we will always have the lowest price.
- Returns are only allowed within 30 of order & only with the authority & discretion of the original supplier. It is very rare for a manufacturer to offer a refund unless the item arrives damaged.
- Client will receive design recommendations based on the questionnaire, pictures, or other material submitted by the client. Design is inherently subjective, however, and you agree that cannot and does not warrant or guarantee your satisfaction with design services and/or ideas you receive from JIL SONIA INTERIOR DESIGNS INC.
- Due to the nature of online shopping, JIL SONIA INTERIORS INC. has made every effort to portray recommended products and their colors and materials in the most accurate way on the Design Board. The displayed colors of the products will depend upon the monitor of the user and cannot be guaranteed by JIL SONIA INTERIORS INC. as an accurate portrayal of the actual color or material of the product. We also make best efforts to estimate scale of your space based on photos and measurements provided but can't guarantee that all recommended products will fit your space. Customers are required to accurately measure their space to ensure that items fit prior to purchasing. Customers are required to ensure the return policy of any design purchase is to their liking.
- DUE TO THE NATURE OF THE INTERNET, JIL SONIA INTERIORS INC. DOES NOT GUARANTEE, OR WARRANTY ANY OF THE PRODUCTS OR MERCHANDISE

PURCHASED BY YOU THROUGH THE USE OF OUR SERVICES OR THOSE SERVICES OF A SERVICE PROVIDER. YOUR ONLY RECOURSE OR REMEDY FOR GUARANTEE OR WARRANTY CLAIMS IS DIRECTLY WITH THE MANUFACTURER OR PRODUCER OF THE MERCHANDISE.

- While JIL SONIA INTERIORS INC. will attempt to ensure that all retail product links are current in order to assist clients with purchasing design items, there is no guarantee that the furniture or accessories recommended by JIL SONIA INTERIORS INC. will be available for purchase at all OR within a specific time frame due to the ever-changing nature of the Internet. (You may have a gap in time between final design board delivery and your implementation of the items). If prices are provided as part of the design service recommendation, there is no guarantee that the price is the lowest price or that the customer will find the item at the similar price when they order.
- Ultimately, we want you to be happy and excited to finalize your room but want you to also be aware of expectations and limitations provided by us.

1. Formation of Contract

- a. These Terms and Conditions along with the estimate of works ("Estimates") provided by Jil Sonia Interiors Inc. which tells the services set out the entire contract between Jil Sonia Interiors Inc. and you (the "Client") and will apply once an appointment has been made to provide Jil Sonia Interiors Inc. services (the "Services")
- b. Before acquiring the Services, you should read these terms and conditions carefully. If you do not agree with them, do not use the Services.

2. Jil Sonia Interiors Inc. Scope of Work

- a. Jil Sonia Interiors Inc. been retained to provide interior design services only. Jil Sonia Interiors Inc. Interiors is not a general contractor and will not act in such capacity. Any issues concerning construction elements must be discussed between owner and his/her contractor.
- b. Jil Sonia Interiors Inc. will endeavour to advise the client of the predicted timescale of works as soon as is possible after the quotes have been produced. All such dates shall be approximate only and Jil

Sonia Interiors Inc. cannot be held responsible for any delay in completion.

- c. If Jil Sonia Interiors Inc. is responsible for organizing Third Party companies, firms, or individuals (“Third Party Suppliers”) to undertake certain work for the Client, such as painting, cabinet supply, curtain and blind manufacture and fitting and such other work as confirmed by Jil Sonia Interiors Inc. they are not to be held liable for the work done. The client needs to remedy this with the trades & manufacturers.
- d. Due to the nature of the Interior Design business, we cannot guarantee that Clients will always like our recommendations. Interior Design can be subjective. Unfortunately, we cannot provide any refunds in this case. However please feel free to contact Jil Sonia Interiors Inc. and we will be happy to discuss the design concept further over the phone and perhaps make further recommendations via phone/email in special cases.

3. Client Obligation

- a. The Client shall ensure that the property is accessible to employees of Jil Sonia Interiors Inc. and any third-party suppliers providing services throughout the duration of the works.
- b. The client will ensure that utilities such as electricity and water are available for use at the property throughout works and at no cost to Jil Sonia Interiors Inc.

4. Third Party Suppliers

- a. If so requested, Jil Sonia Interiors Inc. Interiors may coordinate the services and financial settlements with the Third-Party Suppliers on their behalf, as part of the service undertaken, but the Client will remain ultimately responsible for the contractual relationship with the Third-Party Supplier.
- b. Jil Sonia Interiors Inc. Interiors is not responsible for forming any contractual relationship on behalf of the client.

5. Payment and Billing Terms

The charges for the services are set out in the Invoice accompanying these terms and conditions or as amended or updated by Jil Sonia Interiors Inc. and communicated to the Client.

- a. Payment should be made by e-transfer or cheque. E-transfer is preferred.
- b. E-transfers are payable to jil@jilsoniainteriors.com
- c. All Cheques should be made payable to Jil Sonia Interiors Inc.
- d. All payments to Jil Sonia Interiors Inc. are due immediately upon presentation of invoice, except where the invoice is sent via post where payments shall be payable within 5 working days from the date of the invoice
- e. Interest at the rate of 5% per month shall be payable on all accounts not settled by their due date.
- f. The interest will be added monthly thereafter from the due date until the settlement is received.
- g. Should Jil Sonia Interiors Inc. have to instruct a debt recovery agency, or instigate legal proceedings, the Client will be liable for any costs incurred.

6. Cancellation and Termination Policy

- a. The Client has the right to cancel this contract (the "Contract") at any time, up to the end of seven working days after the day on which the Contract is signed, subject to the following provisions. A working day is any day other than weekends and bank or other public holidays.
- b. The client does not have the right to cancel the Contract if the supply of the Service begins with the Client's agreement before the end of the seven working day cancellation period.
- c. To exercise the right of cancellation as set out in clause 7.a, the Client must give written notice to Jil Sonia Interiors Inc. by hand or post or email at [Jil Sonia Interiors Inc. at jil@jilsoniainteriors.com](mailto:jil@jilsoniainteriors.com)
- d. Once the client has notified Jil Sonia Interiors Inc. that the Client is cancelling the Contract, Jil Sonia Interiors Inc. will within 30 days refund the balance due of the unused Services.

- e. Following the seven-day period, the client has the right to terminate the contract at any time giving notice in writing to Jil Sonia Interiors Inc. The Client will be liable to pay Jil Sonia Interiors Inc. for the services provided to the date of Termination (including but not limited to Services already performed, goods and materials supplied or ordered on the Client's behalf, any services that may incur cancellation fees and any travel or accommodation costs incurred by Jil Sonia Interiors Inc. Consultants).
 - A delay by either party in acting on a breach of this contract will not be regarded as a waiver of the breach. If either party waives a breach of the Contract by the other, the waiver is limited to the particular breach.
 - Termination of contract will not affect either party's outstanding rights or duties, including Jil Sonia Interiors Inc.'s right to recover any money owing to it under these terms and conditions.

7. Liability

- a. Jil Sonia Interiors Inc. shall have no Liability to the Client for any loss, damage, costs, expenses, or other claims for compensation arising from any information or instruction supplied by the client, which is or are incomplete, incorrect, or inaccurate.
- b. Jil Sonia Interiors Inc. shall not be liable to the Client for any unforeseeable loss or damage arising from the provision (or non-provision) of the Services, including loss of profit or consequential loss or damage.
- c. Neither Jil Sonia Interiors Inc., nor the client shall be liable for any failure to perform its duties under this Contract due to circumstances beyond its control, including without limitation illness, flood, fire, or otherwise adverse weather conditions.
 - To enable Jil Sonia Interiors Inc. to deal with any complaints that may arise relating to the Services, the Client must provide full details of any complaints within 7 days of the supply of the relevant services.
 - Nothing in these Terms and Conditions affects any liability for death or personal injury caused by Jil Sonia Interiors Inc.'s negligence or for fraudulent misrepresentation, or the Client's statutory rights as a consumer.

9. Data Protection

- a. Jil Sonia Interiors Inc. will only use personal information provided by the Client for the purpose of providing the Services, or for informing the client of the availability of similar services, unless the client agrees otherwise.
- b. The Client can correct any information, or ask for information about the Client to be delayed, by giving written notice to Jil Sonia Interiors Inc.
- c. We have taken every measure to prevent internet fraud and ensure data collection from you is stored as securely as possible. However, we cannot be liable in the event of a breach in our secure computer servers.

10. Copyright

- a. The copyright, design right and all other intellectual property rights in any materials and other documents or items prepared or produced for the Client by or on behalf of Jil Sonia Interiors Inc. in connection with the Services shall belong to Jil Sonia Interiors Inc. absolutely and any such materials, documents or items shall be or remain the sole property of Jil Sonia Interiors Inc.
- b. Jil Sonia Interiors Inc. shall be permitted to use photographs of the Client's property which demonstrates the Services provided by Jil Sonia Interiors Inc. for its own marketing purposes.
- c. The client shall be entitled to use any such materials, documents, or other items as are referred to in paragraph 10.a in connection with the Services but shall not be entitled to copy any such items or use them for any commercial purpose.
- d. In accessing the website, you agree that you will access the content solely for your personal, non-commercial use.

11. General

- a. Jil Sonia Interiors Inc. may assign or sub-contract the Contract if this is necessary for Operational reasons or in connection with a business transfer or reorganization. Otherwise, the contract is not transferable by either part.

- b. Severability: If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time to maintain compliance with the law and to reflect any changes to the way we operate our Site & Services and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

jil@jilsonaiinteriors.com

You can also contact us through the feedback form available on our Site.

Effective Date: 1st day of September 2021