



CONDITIONS OF USE

Welcome to the Aveda Institute Las Vegas web site (õWeb Siteö). Casal Institute of Nevada, LLC, trading and doing business as Aveda Institute Las Vegas (õInstituteö), provide you this Web Site and the features thereon subject to the following Conditions of Use (õConditionsö). Please read these Conditions carefully.

Effective Date

These Conditions were last updated on March 29, 2011.

Agreement and Acceptance of Conditions

By accessing, visiting, browsing or otherwise using this Web Site, you agree to be bound by and accept the Conditions, Privacy Policy (posted separately), and all disclaimers and terms and conditions that appear elsewhere on this Web Site. If you do not agree to the Conditions, Privacy Policy and all other disclaimers, terms and conditions that appear in this Web Site, then you should not use and/or immediately discontinue your use of this Web Site.

Privacy

Your use of this Web Site is subject to the Privacy Policy which is posted separately and referred to and incorporated herein by reference. Please review the Privacy Policy to understand our practices.

Consent to Electronic Communications

When you use this Web Site, send e-mail messages to us or complete the õAdmissions Information Inquiryö form, you are communicating electronically with the Institute. You consent to receive communications electronically from the Institute. The Institute will communicate with you by e-mail message or by posting notices on this Web Site. You agree that all agreements, notices, disclosures and other communications that the Institute provides to you electronically satisfy any legal requirement that such communications be in writing.

Copyright and Other Proprietary Rights

Copyright © 2006-2011 by Casal Institute of Nevada, LLC, t/d/b/a Aveda Institute Las Vegas. All rights reserved.

All content included on, comprising and/or compiled on this Web Site including without limitation typefaces, text, logos, button icons, graphics, images, photographs, videos, audio clips, digital downloads, information, data, software and other material (collectively, "Content") is the property of the Institute or its content or software suppliers and is protected by the copyright,

trademark, patent or other proprietary rights, and these rights are valid and protected in all forms, media and technologies existing now or developed in the future. All Content is copyrighted as a collective work under the U.S. and international copyright laws, and the Institute owns, to the fullest extent allowed by such laws, the copyright in the selection, coordination, arrangement, compilation and enhancement of all Content.

Except as expressly authorized or licensed, you may not copy, modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale, lease or rental of, create derivative works from or in any way exploit any of the Content, in whole or in part.

The logos and other trademarks on this Web Site are the property of their respective owners and are owned by, licensed to, or, where required, used with permission by the Institute and may not be reproduced, copied, or manipulated in any manner without the express, written approval of the trademark owner.

Trademarks

Aveda Institute Las Vegas and the Web Site's graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks and/or trade dress of the Institute in the United States and/or other countries. The Institute's trademarks and trade dress may not be used in connection with any product or service that is not the Institute, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the Institute. All other trademarks not owned by the Institute that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Institute.

License and Site Access

The Institute grants you a limited license to access and make non-commercial, personal use of this Web Site and its Content, provided that you retain all copyright, trademark and other proprietary notices contained in this Web Site and/or its Content, do not modify or alter this Web Site and/or its Content, and do not copy or post this Web Site and/or its Content on any network computer or broadcast the material in any media. This license does not include any resale or commercial use of this Web Site or its Contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this Web Site or its Contents; any downloading or copying of account information for the benefit of another merchant; any use of data mining, robots, or similar data gathering and extraction tools. Further, neither this Web Site or its Contents nor any portion of this Web Site or its Contents may be downloaded (other than page caching), reproduced, duplicated, copied, modified, transmitted, distributed, sold, resold, used, reused, posted, reposted, visited, or otherwise exploited for any public or commercial purpose without the express written permission from an authorized representative of the Institute. Additionally, without the express written permission from an authorized representative of the Institute, you may not either frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Institute, or use any meta tags or any other "hidden text" utilizing the Institute name or trademarks. It is

strictly prohibited to download the images or photographs of the products for sale within this Web Site.

This Web Site may be used only for lawful purposes. Activities including without limitation tampering with this Web Site, misrepresenting the identity of a user, using buying agents or conducting fraudulently activities on this Web Site are prohibited.

Any unauthorized use terminates the permission or license granted by the Institute. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of this Web Site so long as the link does not portray the Institute, or its products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any the Institute logo or other proprietary graphic or trademark as part of the link without the express written permission from an authorized representative of the Institute.

Security

Users of this Web Site are prohibited from violating or attempting to violate the security of this Web Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) using this Web Site for unintended purposes or trying to change the behavior of the site; (c) attempting to probe, scan or test the vulnerability of a system or network or breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host or network, including without limitation via means of submitting a virus to the site, overloading, "flooding," "spamming," "mail bombing" or "crashing"; (f) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; or (g) forging communications on behalf of this Web Site (impersonating this Web Site) or to this Web Site (impersonating as a legitimate user). Sending unsolicited and unauthorized e-mail on behalf of the Institute, including promotions and/or advertising of products or services, is expressly prohibited. Violations of system or network security may result in civil or criminal liability.

You agree not to use any device, software or routine or data to interfere or attempt to interfere with the proper working of this Web Site or any activity being conducted on this Web Site. You agree, further, not to use or attempt to use any engine, software, tool, agent, data or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Web Site other than the search engine and search agents provided by the Institute or generally publicly available browsers.

Posted Content

Certain features on this Web Site currently or in the future may allow you to post reviews, comments, photographs, and other content; send ecards and other communications; and submit suggestions, ideas, comments, questions, or other information (collectively, "Posted Content"). You may supply Posted Content to this Web Site so long as the Posted Content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form

of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of Posted Content. The Institute reserves the right (but not the obligation) to remove or edit any Posted Content, but does not regularly review Posted Content.

If you do supply Posted Content, and unless we indicate otherwise, you grant the Institute a nonexclusive, royalty-free, perpetual, irrevocable, unrestricted and fully sublicensable right to use, modify, reproduce, adapt, publish, translate, create derivative works from, transmit, display and distribute such Posted Content throughout the world in any media and for any purpose whatsoever to the extent permitted by law. Also, you grant the Institute and its sublicensees the right to use the name that you submit in connection with the Posted Content, if they choose. By supplying the Posted Content, you represent and warrant that: (i) you own or otherwise control all of the rights to the Posted Content; (ii) the Posted Content is non-confidential; (iii) the Posted Content is accurate; (iv) use of the Posted Content does not violate any of this Web Site's Conditions and will not cause injury to any person or entity; and (v) you will indemnify the Institute for all claims resulting from the Posted Content you supply.

The Institute has the right but not the obligation to monitor and edit or remove any activity or content. The Institute takes no responsibility and assumes no liability for any content posted by you or any third party.

Descriptions

The Institute attempts to be as accurate as possible. However, the Institute does not warrant that the descriptions of products and services or other Content of this Web Site are accurate, complete, reliable, current, or error-free. Nor does the Institute guarantee that the color you see matches the product color, as the display of the color depends, in part, upon the monitor you are using.

Links to Third-Party Web Sites

This Web Site contains links to other sites operated by third-parties (Third-Party Sites). These links are available for your convenience and are intended only to enable access to these Third-Party Sites and for no other purpose.

The Institute is not responsible for examining or evaluating any Third-Party Site or its content. Nor does the Institute warrant or make any representation about the substance, quality, functionality, accuracy, fitness for a particular purpose, merchantability or any other representation about any Third-Party Site or its content or any products, services or other offerings made in any Third-Party Site. A link to a Third-Party Site on this Web Site does not constitute sponsorship, endorsement, approval or responsibility for any Third-Party Site or its content. The Institute makes no representation or warranty as to any products or services offered on any Third-Party Site, and the Institute assumes no responsibility or liability for the actions, products, services and/or content of any Third-Party Site.

The conditions of use and privacy policy of any Third-Party Site may differ substantially from the Conditions and Privacy Policy that apply to your use of this Web Site. Please review the

conditions of use for all Third-Party Sites for more information about the terms and conditions that apply to your use of Third-Party Sites.

Minor Users

This Web Site is not intended or designed to attract users under the age of eighteen (18). If you are under the age of 18, you may use this Web Site only with the involvement of a parent or guardian.

Termination

The Institute may, in its sole discretion, terminate your use of this Web Site at any time. The Institute reserves the right to change, suspend or discontinue all or any aspects of this Web Site, its Content and/or the products, services and other offers set forth in this Web Site at any time without prior notice.

Disclaimers of Warranties and Limitations of Liability

This Web Site and its Content are provided on an "AS IS" and "AS AVAILABLE" basis, and this Web Site, its Content, its software, the servers and/or networks on which the Web Site resides, any electronic communications sent by the Institute to you and/or any other electronic files available at this Web Site may contain bugs, worms, viruses, errors, problems, harmful components or other limitations. Neither the Institute nor its affiliates, subsidiaries or designees nor each of their respective officers, directors, employees, agents, third-party content providers, designers, contractors, distributors, merchants, sponsors, licensors or the like (collectively, "Associates") make any representation or warranty as to either the accuracy, integrity, completeness, currency or suitability of the Web Site or its Content or the operation of this Web Site, including without limitation that your use of this Web Site will be uninterrupted or error-free. Further, the Institute and its Associates do not represent or warrant that this Web Site, its Content, its software, the servers and/or networks on which the Web Site resides, any electronic communications sent by the Institute to you and/or any other electronic files downloaded or available through this Web Site are or will be free of bugs, worms, viruses, errors, problems, harmful components or other limitations. Moreover, the Institute and its Associates make no representation or warranty that the Content on this Web Site is applicable to, or appropriate for use in, locations outside of the United States. All responsibility and/or liability for any damages caused by your use of this Web Site, including without limitation by bugs, worms, viruses, errors, problems, harmful components or other limitations, are disclaimed. You understand and agree that your use of this Web Site and any material downloaded, obtained or otherwise accessed through the use of this Web Site is done at your own discretion and your own risk, and that you are solely responsible for any and all damage to your computer system or loss of data that may result from using this Web Site and/or downloading of any such material. You further agree that if you are dissatisfied in any manner with this Web Site or your use of this Web Site, then your sole and exclusive remedy is to discontinue your use of this Web Site.

TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE INSTITUTE AND ITS ASSOCIATES DISCLAIM ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY THE INSTITUTE OR ITS ASSOCIATES SHALL CREATE A WARRANTY.

UNDER NO CIRCUMSTANCES SHALL THE INSTITUTE OR ITS ASSOCIATES BE LIABLE FOR: (i) ANY INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES; AND (ii) ANY CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION BODILY INJURY TO PERSON (INCLUDING DEATH), DAMAGE TO PROPERTY, AND COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS, PROFITS, REVENUE OR SAVINGS), RESULTING FROM, ARISING OUT OF OR RELATING TO, DIRECTLY OR INDIRECTLY, THE USE OF OR INABILITY TO USE THIS WEB SITE OR ITS CONTENT, INCLUDING WITHOUT LIMITATION ANY WEB SITES MAINTAINED BY THIRD PARTIES AND LINKED TO THIS WEB SITE AND/OR ANY RELIANCE BY YOU ON ANY CONTENT OBTAINED FROM THIS WEB SITE THAT RESULTS IN MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OR CORRUPTION OF FILES, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE. THIS PROVISION APPLIES TO ALL CLAIMS WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER THE INSTITUTE OR ITS ASSOCIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

The disclaimer of warranties and limitation of damages set forth in these Conditions are fundamental elements of the basis of the bargain between the Institute and you. By using this Web Site, you acknowledge and agree that the Institute has an interest in limiting the liability of itself and its Associates. You further agree that you will not bring any claim against the Institute and/or its Associates with respect to any damages or losses you suffer in connection with this Web Site and that the limitations of warranties, liability and damages set forth in these Conditions will protect both the Institute and its Associates and any and all of their successors and assigns.

By using this Web Site, you acknowledge and agree that the exclusions and limitations of warranties, liability and damages set forth in these Conditions are reasonable. If you do not think they are reasonable, you must not use and/or immediately discontinue your use of this Web Site.

Applicable Law

This Web Site is created, operated and controlled by the Institute in the State of Nevada, United States of America. By using this Web Site, you agree that the laws of Nevada shall govern the validity, performance, and enforcement of these Conditions and any dispute of any sort that might arise between you and the Institute, without giving effect to any conflict of laws,

principles or any other rule or regulation that would result in the application of the law of any other state or country.

Jurisdiction and Venue of Disputes

Any dispute relating in any way to your visit to this Web Site or to products or services sold or distributed by the Institute or through this Web Site shall be adjudicated exclusively in any state or federal court in Clark County, Nevada, and you consent to exclusive jurisdiction and venue of such courts.

Site Policies, Modification, And Severability

Please review our other policies, such as our Privacy Policy, posted on this Web Site. These policies also govern your visit to this Web Site.

We reserve the right to make changes to this Web Site, these Conditions, the Privacy Policy, and other site policies at any time. Each time you use this Web Site, you should visit and review the then current Conditions, Privacy Policy and other site policies that apply to your use of this Web Site and any transactions made while on this Web Site.

If any term, clause or provision of these Conditions shall be determined by a court of competent jurisdiction to be void, invalid or unenforceable under applicable law or for any other reason, then only that term, clause or provision as is determined to be void, invalid or unenforceable shall be stricken from these Conditions or modified to make it no longer void, invalid or unenforceable. Further, such void, invalid or unenforceable term, clause or provision shall not affect the enforceability of the other terms, clauses or provisions of these Conditions, and these Conditions shall remain in full force and effect in all other respects.

Notice and Procedure for Making Claims of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Institute copyright agent the written information specified below. Please note that this procedure is exclusively for notifying the Institute that your copyrighted material has been infringed.

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an e-mail address at which the complaining party may be contacted.

- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Institute's designated agent to receive notifications of claimed infringement can be reached as follows:

Mail:

Michelle Bartholomew
CFO
Aveda Institute Las Vegas
Corporate Office
237 East Front Street
Youngstown, Ohio 44503

Fax: (330) 746-4103

Telephone: (330) 746-7550

For additional information regarding this procedure, please reference the Digital Millennium Copyright Act (DMCA), 17 U.S.C. §512. The Institute provides the above contact information for purposes of the DMCA only and reserves the right to respond only to correspondence that is relevant to this purpose.

Owner and Operator

The Institute is the owner and operator of this Web Site. References to the "Institute" herein refer to Casal Institute of Nevada, LLC, trading and doing business as Aveda Institute Las Vegas, and/or its respective affiliates, subsidiaries and designees as deemed appropriate by the Institute.

The on-line address for this Web Site is <http://www.avedalasvegas.com/>. The Institute mailing address is 4856 S. Eastern Avenue, Las Vegas, Nevada 89119, and its telephone number is (702) 459-2900.

Entire Agreement

These Conditions constitute the entire agreement between the Institute and you and govern your use of this Web Site, and you agree and acknowledge that any other agreements between you and the Institute with respect to your use of this Web Site are superseded and of no force or effect.