

## Terms & Conditions

### 1. General Terms

Welcome to the Beautycon website at [www.beautycon.com](http://www.beautycon.com) (the “Site”) hosted by Beautycon Media, Inc., a Corporation duly incorporated in the state of Delaware (“Beautycon”, “BC”, “we” or “us”). The following Terms and Conditions of Use (the “Agreement”) govern website visitor (the “user” or “your”) access to and use of the Site, including, without limitation: all content, whether available directly on the Site or via electronic transmission, including email or social media; functionality; and other Beautycon Services (as defined below). As available through the Site, electronic communications including email, newsletters, blog posts, and the capability to contribute content through comment or contribution forms (each such submission, a “Contribution”), chat room, message board, newsgroup, or other interactive service that may be available to you on or through this site (collectively, the “Services”) are available exclusively for your entertainment purposes. The Beautycon Site is provided for your personal, non-commercial enjoyment, subject to the Terms and Conditions of Use set forth herein.

This Agreement describes your responsibilities and limits Beautycon’s liability. Before using any of the Services, please carefully read all of the terms and conditions below. In the event of any conflict between this Agreement and any other provisions set forth in the Site, this Agreement will control.

### 2. Acceptance of Terms and Conditions of Use

By choosing to visit [www.beautycon.com](http://www.beautycon.com), you expressly accept this Agreement and all terms and conditions set forth. If you do not want to agree to these terms, you must not access the Site.

### 3. Changes to Terms and Conditions of Use

We may change this Agreement from time to time in our sole discretion. All changes take effect immediately when posted and apply to all Site usage going forward. Your continued use of the Site after we post revised Terms and Conditions of Use means that you accept and agree to the changes. You are expected to check this page often so that you are aware of any changes, since they are binding on you.

However, any changes to the dispute resolution provisions set forth will not apply to disputes where the parties have actual notice on or before the date the change is posted on the Website.

### 4. No Guarantees of Uninterrupted Availability

Beautycon reserves the right to change or discontinue, whether temporarily or permanently, the Site or Service (or any part thereof) with or without notice at any time.

You agree that Beautycon, its agents, affiliates, and subsidiaries shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Site or Service.

## 5. Intellectual Property Rights

The Site is owned by Beautycon and is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. As described in Section 1., you may only use the Site and Services for your personal, non-commercial use. You are expressly prohibited from reproducing, distributing, modifying, creating derivative works of, publicly displaying, publicly performing, republish, download, store or transmit any of the material on our Website, except as follows:

If, at any time, we provide social media features with certain content, you make take such actions as are enabled by such features.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website. If you wish to make any use of material on or from the Website (including, without limitation, from our newsletter) other than that set out in this section, please address your request to: [support@beautycon.com](mailto:support@beautycon.com).

You retain all of your ownership rights in your Content and submissions. However, by submitting the Content to Beautycon or the Site, you hereby grant us a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Site and Beautycon's (and its successor's) business, including without limitation for promoting and redistributing part or all of the Beautycon Site in any media formats and through any media channels.

## 6. Prohibited Uses

By using the Site and Services you agree to provide truthful information in response to subscription, contribution, registration, or any other forms. Beautycon reserves the right to terminate your subscription and refuse your current or future use of the Services for any reason, including if you provide false information.

Additionally, you agree not to use the Site or Services to:

- (i) Post, distribute, or otherwise transmit any Content that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- (ii) Post, distribute, or otherwise transmit any information, sound, images, video, messages or other materials, including any Contribution, (collectively, "Content"), that is unlawful, harmful, threatening, embarrassing, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, deceptive, fraudulent, contains explicit or

- graphic descriptions or accounts of sexual acts, is invasive of another's privacy, or is reasonably construed as hateful;
- (iii) Harm minors in any way;
  - (iv) Misrepresent your affiliation with, or impersonate any person or entity;
  - (v) Post, distribute, or otherwise transmit any Content that is independently unlawful, or which the posting, distribution, or transmission of is unlawful under any law or contractual/fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
  - (vi) Post, distribute, or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
  - (vii) Post, distribute, or otherwise transmit any material that contains viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
  - (viii) Subscribe another party without their authorization or register multiple subscriptions under the same or different names;
  - (ix) Violate any applicable local, state, national, or international law.

## 7. User Contributions

You retain all ownership rights in your Contributions. However, by submitting content to Beautycon or the Site, you hereby grant us a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Contribution in connection with the Site and Beautycon's (and its successor's) business, including without limitation for promoting and redistributing part or all of the Beautycon Site (and derivative works thereof) in any media formats and through any media channels.

## 8. Digital Millennium Copyright Act

Beautycon does not permit copyright infringing activities or infringement of intellectual property rights on its Site. Beautycon will remove any Content, if properly notified, that such Content infringes on another person or entity's intellectual property rights. If you are a copyright owner and believe that the Site displays Content that infringes upon your copyright, please submit a written notice pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information:

A 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; Identification of the material that is claimed to be infringing that is to be removed; Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail; A statement that you have 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; and A statement that the information in the

notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

See 17 U.S.C 512(c)(3) for further detail.

Beautycon's designated Agent to receive notifications of claimed infringement is: Jonathon Burford, Beautycon 1161 Vine Street, Los Angeles, California 90038 Media Inc., United States, email: Jonathon@beautycon.com, For clarity, only DMCA notices should go to the Copyright Agent. Any other feedback, comments, requests for technical support, and other communications should be directed to Beautycon customer service. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid. It is Beautycon's policy to block access to or remove any material that it believes in good faith to be copyrighted material that has been illegally copied and distributed on the Site, and to remove repeat offenders from the Site and to deny them access to the Services.

#### 9. Parental Permission

Beautycon may, in its discretion, require users under 19 to obtain the consent of a parent or guardian to use certain Services or view certain content. You agree to abide by any such age restrictions and not help anyone avoid these restrictions.

#### 10. Online Purchases

##### Beautycon Online Store

If for any reason you are not happy with your online store purchase, you may return the item(s) within 30 days for a refund back to the original form of payment, less the shipping charge. Purchases made with a gift certificate will be refunded by a Beautycon online store credit. All items must be returned in original condition (unworn, unwashed, unaltered) with the tags attached in order to be eligible for refund and/or credit. Items that do not meet these criteria will be denied. A separate box should be used to ship products with the original packaging inside. The original packaging should be free of damage and postal labels. Final sale and promotional items are non-refundable and non-exchangeable. Beauty products, earrings, memberships, and event tickets are non-refundable and non-exchangeable.

\*Beautycon reserves the right, in its discretion, to (i) decline the return of your item(s), or (ii) assess a 15% re-stocking fee, if the above mentioned return requirements have not be abided.

Because we cannot be responsible for packages mailed to us, we suggest that you use a trackable and insured mail service. Please allow up to 2-4 weeks from the time you mail your order for the return or exchange to be processed. An email will be sent to you once the return or exchange has been processed.

## 11. Limitation of Liability

Beautycon and its affiliates, and their respective members, directors, officers, managers, employees, shareholders, and agents are not liable for incidental, indirect, consequential, special, punitive, or exemplary damages of any kind in any way related to this Site or Service or for any claim, loss, or injury based on errors, omissions, interruptions, or other inaccuracies. Any claim against us shall be limited to the amount you paid, if any, for use of this Service.

## 12. Indemnification

You agree to indemnify and hold Beautycon, and its affiliates, directors, officers, employees and representatives, harmless from and against any loss, cost, claim, damages, liability and expense, including reasonable attorneys' fees, and further including any injuries to third parties arising out of or relating to: your violation of this Agreement or your use of the Site; any fraud, manipulation, deception or misrepresentation by you; any wrongdoing, willful misconduct or negligence on your part with respect to your use of the Site or Services; and any violation of applicable federal or state laws or regulations.

## 13. Governing Law

This Agreement shall be governed by the laws of the United States and the State of California, applicable to agreements made and to be performed therein without regard to conflict of laws principles.

## 14. Waiver and Severability

No waiver of by the Company of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure of the Company to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, such provision shall be severed to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect.

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## Privacy Policy

Thank you for accessing the web site [www.beautycon.com](http://www.beautycon.com) ("Site") Beautycon. We respect your privacy and want to protect your personal information. To learn more, please read this Privacy

Policy. Your privacy is very important to us. Our Privacy Policy spells out Beautycon's commitment to respecting the privacy of the members and visitors to the Site. We reserve the right to change this policy, which we'll do through online posting. We are very careful with what we do with your information. Collection of information is usually grouped into two categories: personal, which is information identifiable to a specific member, and aggregate, which is general demographic information that does not identify any individual member. Personal information may include your name, email address, mailing address, credit card information and phone number. We may also collect certain demographic information such as your genre preferences, age, gender, geographical location, language, time zone, income and education (some of the information we ask for may be optional). Beautycon may use or disclose aggregate information for any purpose.

We will not disclose your personally identifiable information to third parties for their marketing purposes without your consent.

This Privacy Policy explains how we collect, use and (under certain conditions) disclose your personal information. It also explains the steps we have taken to secure your personal information. Finally, it explains your options regarding the collection, use and disclosure of your personal information. By visiting our Site, you accept the practices described in this Policy and in our Terms of Use. This privacy policy applies only to this Site. We are not responsible for the content or privacy practices on any non-Beautycon web site to which this Site links or that links to this Site.

## INFORMATION COLLECTION & USE

We collect information from you in several different ways on this Site. One goal in collecting personal information from you is to provide an efficient, meaningful, and customized experience. For example, we can use your personal information to:

- Help make this Site easier for you to use by not having to enter information more than once.
- Help you quickly find information, products, and services.
- Help us create content on this Site that is most relevant to you.

Alert you to new information, products, and services that we offer.

1. Registration and Ordering.
2. Before using certain parts of this Site or ordering products, you must complete an online registration form. During registration, you will be prompted to provide to us certain personal information, including but not limited to your name, shipping and billing address(es), phone number, email address, and credit card number. In addition, we may also ask you for your country of residence, so we can comply with applicable laws and regulations, and for your gender. These kinds of personal information are used for

billing purposes, to fulfill your orders, to communicate with you about your order and our site, and for internal marketing purposes. If we encounter a problem when processing your order, we use the personal information to contact you.

3. Email Addresses.
4. Several locations of the Site permit you to enter your email address for purposes including but not limited to: to register for promotions; to request us to notify you when regarding particular offers or products, or to sign up for our e-mail newsletter and special offers, including contests, which we may run from time to time. Your participation in a contest is completely voluntary, so you have a choice whether to participate and disclose information to us. We use this information to notify contest winners and to award prizes. We may post on our Site the names and cities of contest winners.
5. Cookies and Other Technology.
6. Like many sites, this Site employs cookies and web beacons (also known as clear GIF technology or "action tags") to speed your navigation of the Site, recognize you and your access privileges, and track your Site usage.
  - (i) Cookies are small pieces of information that are stored as text files by your Internet browser on your computer's hard drive. Most Internet browsers are initially set to accept cookies. You can set your browser to refuse cookies from web sites or to remove cookies from your hard drive, but if you do, you will not be able to access or use portions of this Site. We have to use cookies to enable you to select products and to purchase those products. If you do this, we keep a record of your browsing activity and purchase. THIS SITE'S COOKIES DO NOT AND CANNOT INFILTRATE A USER'S HARD DRIVE TO GATHER A USER'S CONFIDENTIAL INFORMATION. Our cookies are not "spyware."
  - (ii) Web beacons assist in delivering cookies and help us determine whether a web page on this Site has been viewed and, if so, how many times. For example, any electronic image on this Site, such as an ad banner, can function as a web beacon.
  - (iii) We may use third-party advertising companies to help us tailor site content to users or to serve ads on our behalf. These companies may employ cookies and web beacons to measure advertising effectiveness (such as which web pages are visited or what products are purchased and in what amount). Any information that these third parties collect via cookies and web beacons is not linked to any personal information collected by us.
  - (iv) As an example, Facebook® collects certain information via cookies and web beacons to determine which web pages are visited or what products are purchased. Please note that any information collected by Facebook® via cookies and web beacons is not linked to any client's personal information collected by us.
7. Log Files.
8. As is true of most web sites, the Site automatically recognizes the Internet URL from which you access this Site. We may also log your Internet protocol ("IP") address, Internet service provider, and date/time stamp for system administration, order

verification, internal marketing, and system troubleshooting purposes. (An IP address may indicate the location of your computer on the Internet.)

9. Age.
10. We respect children's privacy. We do not knowingly or intentionally collect personal information from children under age 13. Elsewhere on this Site, you have represented and warranted that you are either 18 years of age or using the Site with the supervision of a parent or guardian. If you are under the age of 13, please do not submit any personal information to us, and rely on a parent or guardian to assist you.

#### Information Use and Disclosure.

1. Internal Use.
2. We use your personal information to process your order and provide you with Client Services. We may internally use your personal information to improve our Site's content and layout, to improve our outreach and for our own marketing efforts (including marketing our services and products to you), and to determine general marketplace information about visitors to this Site.
3. Communications with You: We will use your personal information to communicate with you about our site and your orders and deliveries. Also, we may send you a confirmation email when you register with us. We may send you a service-related announcement on the rare occasions when it is necessary (for example, if we must temporarily suspend our service for maintenance). Also, you may submit your email address for reasons such as to register for promotions; request we notify you regarding particular offers or products, or sign up for our email newsletter and special offers. If you submit your email address, we use it to deliver this information to you. We always permit you to unsubscribe or opt out of future emails (see the opt-out section for more details). Because we have to communicate with you about orders that you choose to place, you cannot opt out of receiving emails related to your orders or your membership.
4. External Use.
5. We want to provide you with excellent service and to offer you a great selection—we primarily sell merchandise, not information. We do not sell, rent, trade, license or otherwise disclose your specific personal information or financial information to anyone, except that:
  - (i) As do most Internet retailers, we sometimes use others to perform specific functions on our behalf. When we disclose information to these service providers, we disclose information to help them to perform their service. For example, in order to deliver products to you, we must share some information. We partner with third parties (such as the U.S. Postal Service, United Parcel Service, and Federal Express) to ship products, to ensure delivery, and so that we can obtain feedback, improve the quality of our service, and measure and improve the quality of the service of the third party. In the example of shippers, we provide them some personally identifiable information such as your name, shipping address, email, and phone number.
  - (ii) Similarly, to help you buy products and provide Client Services to you, we must provide your credit card number to financial services corporations such as credit

card processors and issuers. When we submit your credit card number for authorization, we use state-of-the-art data encryption to protect your information. (More on this below in Data Security.)

- (iii) We may be required to disclose such information in response to requests from law-enforcement officials conducting investigations; subpoenas; a court order; or if we are otherwise required to disclose such information by law. We also will release personal information where disclosure is necessary to protect our legal rights, enforce our Terms of Use or other agreements, or to protect ourselves or others. For example, we may share information to reduce the risk of fraud or if someone uses or attempts to use our Site for illegal reasons or to commit fraud.
- (iv) We will not sell (or trade or rent) personally identifiable information to other companies as part of our regular course of business. However, it's possible that we might acquire or merge with or be acquired by another company or that we might dispose of some or all of our assets. If that happens, your personal information may be disclosed to another company, but that disclosure will be subject to the Privacy Policy in effect.
- (v) We may share non-personal information (such as the number of daily visitors to a particular web page, or the size of an order placed on a certain date) with third parties such as advertising partners. This information does not directly personally identify you or any user.

## DATA SECURITY

This Site incorporates physical, electronic, and administrative procedures to safeguard the confidentiality of your personal information, including Secure Sockets Layer (“SSL”) for all financial transactions through this Site. We use SSL encryption to protect your personal information online, and we also take several steps to protect your personal information in our facilities. Access to your personal information is restricted. Only employees who need access to your personal information to perform a specific job are granted access to your personal information. Finally, we rely on third-party service providers for the physical security of some of our computer hardware. We believe that their security procedures are adequate. For example, when you visit our Site, you access servers that are kept in a secure physical environment, behind a locked cage and an electronic firewall.

Beautycon uses industry-standard procedures and safeguards designed to protect the privacy of all personal information. All Beautycon employees with access to personal information are required to follow specific practices concerning its proper handling. Our vendors and their employees who may need access to member information, such as Client Services and fulfillment vendors, are held to strict confidentiality requirements. At times we may retain third parties to analyze data we collect on our website, and to administer the services provided (such as shipping, web hosting, etc. as described above), solely to help us provide and improve our products, services and websites. These suppliers and other third parties are not authorized by us to use your personal information in any other way. We may have to use personal

information to investigate complaints and protect Beautycon and its members, in compliance with the law, your Membership Agreement and Beautycon policies.

While we use industry-standard precautions to safeguard your personal information, we cannot guarantee complete security. 100% complete security does not presently exist anywhere online or offline.

In the unlikely event that we believe that the security of your personal information in our possession or control may have been compromised, we may seek to notify you of that development. If a notification is appropriate, we would endeavor to do so as promptly as possible under the circumstances, and, to the extent we have your email address, we may notify you by email.

#### OPT OUT/CORRECTIONS

On your request, we will (a) correct or update your personal information; (b) stop sending certain non-membership or order-related emails to your email address; and/or (c) disable your account to prevent any future purchases through that account. You can make these requests by or emailing us at [support@beautycon.com](mailto:support@beautycon.com). Please do not email your credit card number or other sensitive information.

#### OFFLINE COLLECTION, USE & DISCLOSURE OF INFORMATION

As you might expect, the majority of information that we collect is obtained through our Site, and this Privacy Policy applies only to that online collection of personal information. We also collect information offline, where we also try to protect the privacy of your personal information. One example involves someone calling us to place an order or to ask questions. When someone calls, we will ask only for the personal information we need in order to place the order or to answer the question. When we need to store information (such as order information) we will enter it into our database. (See the Data Security section above for more information). Another example involves faxes. If you fax something to us, we will act upon the fax and then either store or shred the fax, depending on whether there is any need to retain the information. There are other ways we could learn of personal information offline (for example, we suppose someone could send us a letter including some return address information), and this Policy doesn't discuss or try to predict all of those methods or uses. As we mentioned, we primarily sell merchandise, not information, and we will try to treat offline collection, uses, and disclosures consistently with our relevant online practices.

#### WHAT IF YOU'RE NOT A BEAUTYCON MEMBER, BUT YOU'VE HEARD FROM BEAUTYCON ?

If you're not a member but you've been contacted by Beautycon, we may have received your information in a few different ways. First, another member may have referred you. Members may give us your name and email address in order for them to customize an invitation for you

to join. You also may receive similarly customized email reminders from your friend about this invitation. If you apply for membership, your information will be used in accordance with the rest of this privacy policy. If you choose not to apply online, your email address may be retained for a period. Similarly, a member may have shipped a gift or other merchandise to you through us and provided your personal information for that purpose.

You may have received an offer from us. If you were a prior member, we may have invited you back. We may also have received your information from one of our partners or from the mailing, opt-in emailing, or phone lists of a reputable company. Unless we are using an opt-in only list in our marketing efforts, Beautycon will screen our lists with the Direct Marketing Association (“DMA”) preference lists before we send such offers.

#### UPDATES TO THIS POLICY

If we change or update this Privacy Policy, we will post changes and updates on this Site so that you will always be aware of what information we collect, use and disclose. We encourage you to review this Privacy Policy from time to time so you will know if the Privacy Policy has been changed or updated. If you have any questions about the Privacy Policy, please contact us at [support@beautycon](mailto:support@beautycon).