

Ritology Terms and Conditions

1. Ownership

Copyright © 2021 RITOLGY, INC. This copyright notice applies, and is not limited, to the following websites, and any of its affiliate pages from time to time (“Website”):

1.1. www.ritology.co

are owned by Ritology, Inc.

2. Copyright

Copyright exists in the marketing material, website, mobile apps and includes and extends to all text, images, graphics, photographs, designs, logos, icons, videos, audios and recordings, words, phrases, proprietary pages and product names referred to and included in the Website unless otherwise obtained from a third party who may itself have its own copyright in that material.

3. Intellectual Property

Intellectual property means all our proprietary rights and interests including but not limited to all intellectual or industrial property whether registered, or unregistered, non-existing or coming into existence in the future in connection with or related to or otherwise created, invented, designed or otherwise owned by us, as referred to in these Terms and Conditions as varied from time to time and without limitation includes copyright, trademarks, designs, patents, character names, writings, digital content, business names, inventions, creations, ideas, symbols, artwork, confidential information and moral rights.

4. Definitions

4.1. For the purposes of these Terms and Conditions in addition to the above paragraphs the following definitions apply:

4.1.1. “Account” refers to your online account and/or Subscription with Ritology.

4.1.2. “Cut-off Date” is 14 days prior to the Rollover date for your Subscription;

4.1.3. “Licence” means these Terms and Conditions for use of the Website and its contents;

4.1.4. “Our, ourselves, us, we”, refers to Ritology, Inc, and its affiliates who for the purposes of these Terms and Conditions refers to any person or entity we directly or indirectly own, control or operate, currently or in the future and/or which has a controlling interest in us and/or is an entity who has the right to operate with or on behalf of ourselves;

- 4.1.5. "Party" refers to a party to these Terms and Conditions and it includes that party's successors, administrators and assignors and where a party consists of more than person, then these Terms and Conditions bind them jointly and each of them severally;
- 4.1.6. "Products" includes but is not limited to all Ritology products or services offered on the Website;
- 4.1.7. "Rollover" is the term used to describe the automatic continuance or auto-renewal of your Subscription which occurs every 1-6 months in accordance with your requested Rollover (delivery) at the time of registration or as nominated in your Account.
- 4.1.8. "Subscription" means registration on the Website for an auto-renewal delivery of selected Products.
- 4.1.9. "Shipment Date" is the Cut Off Date, being at least 14 days prior to the Rollover date;
- 4.1.10. "You or yours" refers to you, the person accessing the Websites, Subscription, Account and agreeing to the Terms and Conditions of your use of same;
- 4.1.11. One gender includes each other gender;
- 4.1.12. The single includes the plural and the plural includes the singular.

5. Your Agreement

- 5.1. In accessing the Website, including all webpages, and/or your Account, you are deemed to have read and agreed to these Terms and Conditions. We reserve the right, at our sole discretion, to change or modify portions of these Terms and Conditions at any time without further notice. Your continued use of the Website and your Account after any such changes constitutes your acceptance of the new Terms and Conditions. It is your responsibility to regularly check the Website to determine if there have been changes to these Terms and Conditions and to review such changes.

6. Use of Website

- 6.1. By virtue of these Terms and Conditions, you are granted a non-exclusive, non-transferable, non- sublicensable licence to personally access and use, for non-commercial purposes, the Website and the services offered on the Website.
- 6.2. The term of this licence shall be for a term of 5 (five) years from the date of registration of your activation.
- 6.3. You agree that when you access the Website, and review the Products, that you will not reproduce, distribute, publish, republish, print, upload to any third party, post on any social media site or forum, or distribute or modify or otherwise deal with any content in the Website

in whatever format, personally or otherwise, and/or provide it, or any part of it, to a third party that would otherwise infringe our intellectual property rights.

- 6.4. You agree that your use of the Website will not violate any laws without limitation, including those governing competition, advertising, consumer protection laws, privacy, obscenity, spamming, stalking, intellectual property rights and/or defamation and when accessed in another jurisdiction the laws of that jurisdiction, so far as the laws are not inconsistent, in which case you agree to be bound by the laws of Delaware, USA.
7. Eligibility
 - 7.1. You represent and warrant that you are at least 18 years old and will be responsible for completing all sign-up information or if under 18 years of age, have been granted access by your parent or guardian. If you are accessing and using the Website's services or products on behalf of a party who is not at least 16 years of age, then you are representing that you are that party's legal guardian and you are responsible for that party's compliance with these Terms and Conditions and you will indemnify us for any losses or damage that we suffer as a consequence of the party who is less than 18 years of age failing to comply with these Terms and Conditions.
 - 7.2. Without limitation, the Website is available only to individuals that can form legally binding contracts.
8. Payment Options
 - 8.1. Our website allows you the ability to purchase our Products on pre order (additional terms below), once off, or on an auto renewal Subscription basis. All prices are in USD unless otherwise indicated.
9. Subscription
 - 9.1. The Subscription service is designed to allow users such as yourself the ability to send or receive our Products on an ongoing basis pursuant to your original sign up terms. The Subscription order will Rollover every 1-6 months from the date of your first order, and every 1-6 months thereafter as per your selected delivery timeframe.
 - 9.2. If you wish to cancel your Subscription, you can do so in your Account or via email to hello@ritology.co prior to the Cut Off Date to prevent being charged for a further Subscription Rollover period.
10. Ordering Policy
 - 10.1. By placing an order for any Products on our Website you are offering to purchase the goods on and subject to these Terms and Conditions. All orders are subject to availability and confirmation of the order price.

- 10.2. When placing an order, you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods.
11. Payment and Auto-Renewal:
 - 11.1. You agree to pay Ritology the amount that is specified on the Website at the time purchase. If you have subscribed to the Subscription service, you hereby authorize us to bill your payment instrument in advance on a periodic basis in accordance with the terms of the applicable subscription plan until you terminate your account, and you further agree to pay any charges so incurred. You understand and accept that, unless otherwise expressly stated, our Service is a subscription that operates on an auto-renewal basis such that your credit card or other payment instrument will be assessed a monthly fee after the conclusion of your initial subscription package. All payments made are non-refundable. If you dispute any charges you must let Ritology know within fourteen (14) days after the date that Ritology charges you. If you have paid for a Product but did not receive it, please contact us at hello@ritology.co. We reserve the right to increase or vary the Subscription plan prices at any time. If Ritology does, we will provide notice of the change on the Website or in email to you at least 30 days before the change is to take effect. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount.
12. Taxes:
 - 12.1. You agree to pay all taxes, duties and other charges that may be incurred by you or on your behalf through the purchase or Subscription, at the price(s) in effect when such charges are incurred, including without limitation all shipping and handling charges. In addition, you will remain responsible for any taxes that may be applicable to your purchases made through the Service, including any district taxes in your jurisdiction.
13. Shipping
 - 13.1. We offer free standard shipping within the USA and Australia. For shipping outside of the USA or Australia, shipping rates will be calculated at checkout.
 - 13.2. You are otherwise required to pay all shipping rates and potential duty costs and import fees not mentioned.
14. Commercial Use:
 - 14.1. Unless otherwise expressly authorized herein or in accordance with your Subscription, you agree not to display, distribute, license,

perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or transmit for any commercial purposes, any portion of the Product, service, or Subscription. The Subscription service is for your personal use and may not be used for direct commercial endeavors.

15. Complaints

- 15.1. We operate a complaint handling procedure, which we will use to try to resolve disputes when they first arise. Please let us know if you have any issues or complaints at hello@ritology.co.

16. Refund Policy

- 16.1. It is the responsibility of the customer to ensure all shipping details are correct including address and shipment method. If your Subscription order is returned to our head office, you will be liable for re-shipping costs.
- 16.2. Should you choose to have your items “left at door” we reserve the right not to refund you for any lost shipment, due to theft or non-delivery.
- 16.3. All lost items will need to be registered and processed through the appropriate postal service. This is to be completed by the customer. We cannot action refunds or replace items until this process has been completed
- 16.4. We are not liable for Products that are damaged or lost in transit to us.
- 16.5. You may not cancel or return your order because you have changed your mind. We only provide refunds for damaged products and if your purchase arrives damaged, we request that you take a photo of the damaged item(s) and email the photo to hello@ritology.co and include you name, address and order particulars. Refunds will only be payable by us for goods damaged and notified to us within 7 days of receipt by you. We reserve the right to refuse repayments of damaged goods if you cannot demonstrate to us that the goods were damaged in transit to you.
- 16.6. You will also have limited Warranty with every Razor purchase as described below.
- 16.7. We also do not provide a refund for returned Products that are damaged due to misuse, lack of care, mishandling, accident, abuse or other abnormal use.
- 16.8. Our goods come with guarantees that cannot be excluded under certain laws. The benefits and limitations set out above are in addition to all other rights and remedies that you have under applicable law and do not limit, exclude or restrict your rights which cannot be limited, excluded or restricted under applicable law.

17. Limited Warranty

- 17.1. Your Products have a limited warranty that gives you specific legal rights, and you may also have other rights which vary depending on your location. No other express warranty is given whether express or implied, including any warranty of merchantability or fitness for a particular purpose or use of the product.
- 17.2. This limited warranty extends to all Razors manufactured by us and purchased directly from Ritology or our authorised retailers. Your Razor will not be covered by warranty if used improperly or used in a commercial or institutional setting.
- 17.3. This limited warranty extends to the original purchaser or recipient of any Razor. All warranties are valid only for the period of time the Razor is owned by the original purchaser or original recipient and a copy of the receipt is required.
- 17.4. This limited warranty period starts on the date of original purchase as shown on the purchase receipt.
- 17.5. The limited warranty is not transferable.
- 17.6. We warrant the Razor in its original packaging sold to you against any defect that arises due to faulty materials or workmanship (“defects”) for 1 year, when the Razor is used by the original purchaser or original recipient normally for its intended purposes.
- 17.7. This limited warranty does not cover any of the following:
 - 17.7.1. “Cosmetic Damage” including scratches, chips, scuffs, stains, colour changes, normal wear and tear, or other non-functional changes in the appearance of the Razor that occurs with normal use and does not impede functionality;
 - 17.7.2. Any Razor which is not sold by Ritology or an authorised retailer.
 - 17.7.3. Razors sold “as-is”, “preconditioned”, “reconditioned”, “used”, “refurbished”, “seconds”, “previously owned” and the like, indicating that the Razor is not “new” or in perfect condition.
 - 17.7.4. Any Razor that’s been modified or altered.
 - 17.7.5. Loss of functionality due to being dropped or extreme neglect evidenced by its visual condition.
- 17.8. In the event of a defect, Ritology’s sole and exclusive liability and your sole remedy under this limited warranty will be, at our option, to provide a repaired or replacement Razor, or refund of your purchase, subject to the following:
 - 17.8.1. you must return your Razor to us and provide us with proof of the original receipt of purchase.
 - 17.8.2. you will be responsible for paying all applicable return shipping fees.
- 17.9. Evidence of a Defect and any claims must be sent to us at this email address: hello@ritology.co

- 17.10. We will repair or replace and ship your Razor back to you or refund your purchase within 30 days after receiving your original Razor and request for warranty service.
 - 17.11. Replaced or repaired Razors are subject to the same limited warranty as the original Razor.
 - 17.12. Change of Address, Contact Details and Locations
 - 17.13. It is your responsibility to ensure that the mobile number, postal address and email address you have registered with Ritology are kept current. You can make these changes in your Account. Any issues please email us at hello@ritology.co with your new contact details and authorise us to make the changes on your behalf.
18. Medical Disclaimer
 - 18.1. A person differs from one another, and how you react to a product may be considerably different from how people react to such product. Nothing included in the website must be or is intended for medical or skin care treatment or diagnosis. All of the information you will find here are for the purposes of general knowledge. Any information on the site is not advised to use for treatment or diagnosis of your health or skin problem or condition. It is always recommended to seek the advice of a medical or healthcare professional when considering a new healthy or skin care program/treatment, or with any queries you have in mind about your skin or medical condition. You must carefully read the information provided on the site, or in any product packaging or label. Seeking medical advice is highly important if you are dealing with some sort of illness or allergies before using any product that you have purchased from the site.
19. Privacy Policy and Collection Statement
 - 19.1. We will use our best endeavours to protect your privacy as provided by you with respect to your personal information and by your provision of your personal information as referred to in these Terms and Conditions, you have expressly agreed to our collection, use and retention of your personal information.
 - 19.2. We will manage your personal information in accordance with our legal requirements.
 - 19.3. We will use our best endeavours to ensure your personal information is not accessed illegally or without authorisation but we cannot guarantee that our systems will or can be free from third party interference or be interrupted and so we do not warranty the security or privacy of your personal information including payment and/or Account details and you acknowledge that when you provide us with any personal information, you are doing so at your own risk.
 - 19.4. Please review our Privacy Policy carefully.

20. Contact with Third Parties and third-party websites
 - 20.1. Our Services may contain hyperlinks to other websites and webpages (“Third-Party Pages”), as well as to text, graphics, videos, images, music, sounds, and information belonging to or originating from other third-parties (collectively, “Third-Party Applications”). We do not investigate, monitor, or review any Third-Party Pages or Third-Party Applications to ensure their accuracy, completeness, or appropriateness. We are not responsible for the Third-Party Pages or any Third-Party Applications accessed through our Services. You agree that we shall have no liability with respect to any loss or damage of any kind incurred as a result of any dealings between you and any third party, or as a result of the presence of such third party on the DSC Services.
 - 20.2. The inclusion of any hyperlinks to any Third-Party Pages or Third-Party Applications on our Services do not indicate our approval or endorsement thereof. These links are provided solely as a convenience or benefit to users. Your interactions with a third party on the Services, or based on such third party’s participation or presence on our Services, are solely between you and the third party. we make no representations or warranties with respect to the content, ownership, or legality of any such linked third party website. If you choose to leave our Services to access any Third-Party Pages or Third-Party Applications, you do so at your own risk.
21. Disclaimer of Warranties and Limitation of Liability:
 - 21.1. We do not guarantee, represent or warrant that your purchase or Subscription will be uninterrupted, timely, secure or error-free.
 - 21.2. You agree that from time to time we may remove the Subscription for indefinite periods of time or cancel the service at any time, without notice to you.
 - 21.3. You expressly agree that your use of, or inability to use, the Subscription service is at your sole risk.
 - 21.4. In no case shall Ritology, our directors, officers, employees, affiliates, subsidiaries, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the services, Subscription or any Products procured, or for any other claim related in any way to your use of the Subscription or any Product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content

(or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

22. Choice of Law

22.1. These Terms are governed in accordance with the laws of the state of Delaware, United States of America, without regard to its conflict of law provisions. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

23. Errors and Mistakes

23.1. Occasionally there may be information on our Website that contains typographical errors, inaccuracies or omissions that may relate to Product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on our Website or promotions, including without limitation, pricing information, except as required by law.

24. Mandatory Agreement to Arbitrate on an Individual Basis (Class Action Waiver)

24.1. Please read this Section carefully. It is part of your contract with us and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

24.2. Most customer concerns can be resolved quickly and to a customer's satisfaction by writing to our customer service department at hello@ritology.co. In the unlikely event that our customer service department is unable to resolve a complaint you may have to your satisfaction; the terms of this Section govern dispute resolution between us.

24.3. Applicable to the United States: Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, counts, claim, or cause of action) between you and us or our employees, agents, successors, or assigns, shall exclusively be settled through binding and confidential

arbitration, except that you or DSC may take claims to small claims court if the dispute qualifies for hearing by such a court. In addition, each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

- 24.4. There is no judge or jury in arbitration and arbitration procedures are simpler and more limited than rules applicable in court. YOU ACKNOWLEDGE AND AGREE THAT, APART FROM THE NARROW EXCEPTIONS ABOVE, YOU AND THE COMPANY ARE EACH WAIVING YOUR RIGHTS TO SUE IN COURT, INCLUDING RIGHTS TO RECEIVE A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY-GENERAL ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING.
- 24.5. Arbitration shall be subject to the U.S. Federal Arbitration Act and federal arbitration law, and shall be conducted by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the "JAMS Rules") and as modified by this agreement to arbitrate. The JAMS Rules, including instructions for bringing arbitration, are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration>. The Minimum Standards are available at <http://www.jamsadr.com/consumer-arbitration/>.
- 24.6. We (including you) must abide by these rules: (a) the arbitration shall be conducted on an individual basis and not in a class, consolidated or representative action and the arbitrator shall not award class-wide relief; (b) we will pay its arbitration costs as required by JAMS rules, and in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your arbitration filing and hearing fees as the arbitrator deems is necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation; (c) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (d) each side pays his, her or its own attorneys' fees and costs unless the claim(s) at issue permit the prevailing party to be paid its fees and litigation costs, and in such instance, the fees and costs awarded shall be determined by the applicable law.
- 24.7. With the exception of subpart (a) in the paragraph above, if any part of this arbitration provision is deemed invalid, unenforceable or illegal, then the balance of this arbitration provision shall remain in effect and be construed in accordance with its terms as if the invalid,

unenforceable, or illegal provision were not contained. If, however, subpart (a) in the paragraph above is found invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or U.S. federal court in California.

- 24.8. Applicable to Canada: After any dispute arises, the parties involved in the dispute may agree to resolve the dispute using Arbitration. If the parties elect to use arbitration, disputes shall be referred to ADR Institute of Canada. For a copy of the procedure to file a Claim, or for other information about this organization, contact them as follows: www.adrcanada.ca.
- 24.9. Applicable to Australia: After any dispute arises, the parties involved in the dispute may agree to resolve the dispute using arbitration. If the parties elect to use arbitration, disputes shall be referred to the Australian Centre for International Commercial Arbitration and be arbitrated in Australia (using appropriate telephonic communications).

ADDITIONAL PRE ORDER TERMS

1. Pre Order
 - 1.1. When placing a Pre-Order for a Ritology product (“Products”), you will be required to provide certain information, such as your address and billing information. You represent and warrant that all such information is accurate, and you shall ensure that such information is kept current. We shall have no responsibility or liability for inaccurate information or information that later becomes outdated, and shall have no obligation to make efforts to determine the correct contact or shipping information.
2. Shipping and Payment
 - 2.1. You will be charged the full Price of the Products at the time of placing the Pre-Order. Ritology endeavours to have the product shipped to you by the Estimated Time of Delivery (ETD) advised on the Website . Any delays beyond will be relayed to you by email. If Ritology is unable to commence shipping the Products to you within 3 months of the ETA, Ritology shall process a full refund to you if you request. Your placing of a preorder constitutes your express agreement to Ritology of charging the full Price of the Products at such time.
3. Delivery Schedule
 - 3.1. Although we will make efforts to begin delivering Products as soon as reasonably practicable, you understand and agree that there may be delays. An ETD is only an estimate, is subject to change, and Ritology does not represent or warrant that it will be able to ship the Product by the estimated date. As a result, in the event that a delay arises and the estimated shipment and/or release of the product is not met, Ritology is not responsible for any damages that may occur due to the delay, nor shall it be obligated, except as set forth in these Terms, to provide any discounts, refunds or credits due to any such delays. We will provide you periodical updates with respect to such delivery schedule. If for any reason you decide that you do not wish to continue to wait for your Product, you may cancel your reservation as provided for below.
4. Cancellation
 - 4.1. Pre-ordered Products are considered sold and subject to the terms of this Agreement and any refund or return policy therein. If Ritology cancels your order you will receive a full refund of the purchase Price without interest (and you will not pay any processing fee).
5. LIMITATION OF LIABILITY
 - 5.1. UNDER NO CIRCUMSTANCES WILL RITOLGY BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OR RELATED TO THIS AGREEMENT. IN THE EVENT RITOLGY IS HELD LIABLE FOR ANY DAMAGES ARISING OUT OR RELATED TO

THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE
THE FULL REFUND OF YOUR PURCHASE PRICE WITHOUT INTEREST.

6. Terms and Conditions of Sale
 - 6.1. Your purchase of the Product will be subject to these terms and conditions in its entirety.