

Alima Cosmetics, Inc. (“Alima,” “we,” “us,” “our”) may, from time to time, offer you the opportunity to receive rewards toward future purchases from alimapure.com (the “Site”) by referring other real people to make purchases on our Site (the “Program”).

Participation in this Program constitutes your acceptance of these Referral Program Terms (“Terms”) and Alima’s [Terms of Use](#) and [Privacy Policy](#) (incorporated herein by reference). If you do not agree to these Terms in their entirety, you are not authorized to register or to participate in the Program in any manner. You may not participate in the Program where doing so would be prohibited by any applicable law or regulations.

We reserve the right to amend or terminate the Program at any time, at our sole discretion, for any reason, including the methods through which rewards are earned. We reserve the right to disqualify you from participating in the Program at any time at our sole discretion, including without limitation if you do not comply with any of these Terms or otherwise fail to comply with any applicable laws. If we remove the links to your referral codes, you may not receive referral credit for new people completing their first purchases with us anymore. If we modify or discontinue the Program, we will let you know via email or by posting a notice on the Alima Pure site. Alima will not be liable to you in the event of any modification, suspension or discontinuance of the Program.

Eligibility. To participate in the Program, you must be a legal resident of the United States of America and be at least 18 years old. Eligibility is limited to real, individual persons only. The Program may not be used by businesses for affiliate lead generation or for any other purpose. Employees of Alima or any of its subsidiaries, affiliates or promotional agencies may not participate in the Program.

How the Program Works.

- To participate as a “Referrer” in the Program, visit the Site and follow the on-screen instructions to refer friends, family members, and colleagues (“Friends”) to the Program by entering their names and email addresses in the relevant fields to create your unique referral link (“Referral Link”).
- Once you have created your Referral Link, you can share that Referral Link via email and/or social media. Referred Friends who have never made a purchase on the Site and who click on the Referral Link and make a purchase of per the purchase requirements specified in the Referral Link (“Referred Customer”) will receive 10% off that purchase.
- For each unique Referred Customer that you refer, you will receive a code for 10% off a future order (“Referral Reward”).
- You are limited to one Referral Reward for each Referred Customer. Additional or repeat purchases made by a Referred Customer will not earn you additional Referral Rewards.
- Referral Rewards are valid for one-time use. Referral Rewards are non-transferable, are not redeemable for cash, and are subject to change without notice. Referral Rewards cannot be combined with other offers or discounts. Referral Rewards must be used prior to any specified expiration date. Referral Rewards cannot be applied to gift card purchases.
- The amount of Referral Rewards that you may receive and the time period in which you may earn Referral Rewards are subject to limitations as determined by Alima.

- Referral Rewards will expire upon the cancellation of your Alima account.

Requirements and Restrictions to the Program. Your participation in the Programs is subject to the following:

- You must only invite individuals who you think would want to receive a Referral Link. By participating in the Program, you represent that you have your Friends' prior consent to provide their email addresses.
- No Bulk Distribution ("Spam"). Each Referrer must be the actual sender of the emails and must comply with applicable law. Referrals must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues and family members.
- Bulk email distribution, distribution to strangers, or any other use of Program in a manner that is not expressly approved herein is expressly prohibited and may be grounds for immediate termination and further legal action.
- Alima has no obligation to monitor the content you provide. However, we may choose to do so and block any email messages, remove any content, or prohibit any use of the Program.
- You may not refer yourself. For example, you may not create multiple or fake accounts with Alima or participate in the Program using multiple or fake email addresses or identities.
- You may not use the Program to violate any law, infringe or violate the rights of any third party, or otherwise act in a manner that is deemed harassing, harmful, illegal, hateful, obscene or outside the spirit and intent of the Program.
- Use of any affiliate website, affiliate network property, automated system, script, or macro to participate in the Program is strictly prohibited.
- Selling, trading, bartering, or providing anything of value to your Friends (Referred Customers) beyond the Referral Program invitation, or otherwise using your Program invitations or Referral Rewards for promotional or commercial purposes is strictly prohibited.
- You may not, without explicit permission, include Alima trademarks or engage in activity that may be regarded as misleading to Alima customers.

Compliance with FTC Guidelines. You shall comply with the most recent version of the Federal Trade Commission Guides Concerning the Use of Endorsements and Testimonials in Advertising ("FTC Guides.") Accordingly, you shall:

- In each email, posting, Tweet, or other public statement made as part of the Program, whether written or oral, online or offline, clearly and conspicuously disclose your connection with Alima, including but not limited to the fact that you were or will be given consideration for participating in the Program. The disclosure must be clear and prominent and in close proximity to any statement that you make about us or our products or services. Consult the FTC Guides (currently posted at <https://www.ftc.gov/news-events/media-resources/truth-advertising/advertisement-endorsements>) and other available guidance as necessary to comply with these requirements.

- Not make any false, misleading or deceptive statements in the performance of the Program.
- Ensure all statements accurately reflect your honest, current opinions and beliefs based on your personal experience, including experience with our products or services.
- Not purport to speak on behalf of us or to make any warranties with respect to our products or services.

Privacy. To participate in the Program, you will submit personal information about yourself and your Friends, such as name and e-mail address information, so we can send communications to the Friends on your behalf. The personal information will be collected, processed and used in accordance with Alima's Privacy Statement, which can be found at <https://www.alimapure.com/pages/privacy>.

Disclaimer of Warranties. THE PROGRAM IS PROVIDED "AS IS." ALIMA DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND/OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF THE PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE PROGRAM WILL BE ACCURATE OR RELIABLE. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE PROGRAM IS AT YOUR SOLE RISK.

THE FOREGOING ONLY APPLIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. IT DOES NOT AFFECT ANY WARRANTY WHICH CANNOT BE LEGALLY EXCLUDED OR LIMITED.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ALIMA, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY DAMAGES OF ANY KIND, NO MATTER THE THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PROGRAM, OR ITEMS OBTAINED THROUGH THE PROGRAM, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOST PROFITS, LOST REVENUE, LOST BUSINESS OR ANTICIPATED SAVINGS, LOSS OF DATA, LOST GOODWILL, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF FORESEEABLE. ALIMA'S TOTAL AGGREGATE LIABILITY TO YOU UNDER THESE TERMS AND IN CONNECTION WITH YOUR USE OF THE PROGRAM IS LIMITED TO \$100 OR THE AMOUNT YOU PAID TO US HEREUNDER, WHICHEVER IS GREATER.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE LEGALLY EXCLUDED OR LIMITED. 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, ALIMA'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Indemnification. You agree to indemnify, defend and hold harmless Alima and its parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) due to or arising out of: (a) your breach of these Terms or the documents they incorporate by reference; (b) your use of the Program; or (c) your violation of any law or the rights of any third-party.

Enforcement; Termination. We may take legal action or make a referral to law enforcement, for any illegal or unauthorized use of the Program. We may terminate or suspend your access to all or part of the Program for any reason. You agree that we will not be liable to you or to any third party for any termination of your access to the Program. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities, third parties or court order requesting or directing us to disclose the identity or other information of anyone using the Program.

General Terms. In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, and such determination shall not affect the validity and enforceability of any other remaining provisions. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.