

Privacy Policy

This website is operated by New World Beauty, LLC. We respect your privacy and understand that you have a right to know why we collect your personal information and what we do with it. This Privacy Policy applies to information we collect through our Sites (as defined below) as well as information we may collect offline.

This policy describes the type of information we collect from you and/or that you may provide us when you visit and/or use this website and/or any of our mobile applications (individually or collectively, "Sites"). "You/your/user(s)" means you as a user of our Sites.

By accessing the Sites, you acknowledge this Privacy Policy and agree to be bound by the terms hereof, the Terms of Service, and any other terms or policies we post on the Sites. If there is anything you do not understand, please email any inquiry to clientservice@metierbeaute.com. If at any time you do not agree to this Privacy Policy, please do not use the Sites or provide us with any personal information.

We reserve the right to change or update this Privacy Policy by posting such changes or updates to the Sites or emailing you notice of the changes. Amendments to this Privacy Policy will be posted at this URL and will be effective when posted. You can tell if this Privacy Policy has changed by checking the last modified date that appears at the end of this Privacy Policy. Your continued use of the Sites following the posting of any amendment, modification or change shall constitute your acceptance thereof.

YOUR SECURITY

We strive to keep your Personal Information private and safe. We take commercially reasonable physical, electronic and administrative steps to maintain the security of Personal Information collected, including limiting the number of people who have physical access to database servers, as well as employing electronic security systems and password protections that guard against unauthorized access. All payment transactions will be handled through our third party payment processors, and we will not have access to your credit card number or other such financial data.

Unfortunately, despite our best efforts, the transmission of data over the Internet cannot be guaranteed to be 100% secure. While we will use reasonable means to ensure the security of information you transmit through the Sites, any transmission of Personal Information is at your own risk. We cannot guarantee that such information will not be intercepted by third parties, and we will not be liable for any breach of the security of your Personal Information resulting from causes or events that are beyond our control, including, without limitation, your own act or omission, corruption of storage media, defects in third-party data security products or services, power failures, natural phenomena, riots, acts of vandalism, hacking, sabotage, or terrorism, and we are not responsible for unauthorized circumvention of any privacy settings or security measures contained on the Sites.

INFORMATION WE COLLECT

We collect various information that identifies you as a person ("Personal Information") in two ways. First, we collect Personal Information that you provide to us. Second, we collect certain Automated Information that may contain Personal Information when you use our Sites.

Personal Information You Provide to Us

The Personal Information you provide to us is generally:

- contact details including name, email, telephone number and shipping, billing address
- login and account information, including unique user ID and password, in the event our Sites allow you to create an account with us
- personal details including purchase history

- payment or credit card information through our third-party payment processors
- personal preferences including marketing preferences

We collect Personal Information directly from you when you provide it to us. This typically occurs when you:

- Sign up for our email list or newsletter
- Place an order with us online
- Send us an email or other communication
- “Like” or “follow” us on any of our social networking sites
- Register for an account with us, if our Sites allow this feature
- Participate in our promotions, surveys, and/or contests

Automated Information

We also collect information, some of which may be Personal Information, through automated means when you visit our Sites (“Automated Information”) such as:

- the IP address of the device you use to connect to the internet (which may include information about your geographic location)
- the unique identifiers of your device
- your browser characteristics
- your device characteristics
- your operating system
- your language preferences
- the URLs through which you were referred to our Site
- information on actions taken by you on our Site
- dates and times of your visits to our Site
- the pages you accessed on our Site
- predicated age and gender demographics

We collect Automated Information automatically as you navigate through our Site as explained further below.

We may collect information, which may include certain Personal Information data such as your IP address, from your browser when you use our Sites. We use a variety of methods, such as cookies and pixel tags to collect this information, which may include your (a) IP address; (b) unique cookie identifier, cookie information and information on whether your device has software to access certain features; (c) unique device identifier and device type; (d) domain, browser type and language; (e) operating system and system settings; (f) country and time zone; (g) previously visited websites; (h) information about your interaction with our Sites such as click behavior, purchases and indicated preferences; and (i) access times and referring URLs.

Most web browsers automatically accept cookies. If you do not wish to have cookies on your system, you can set your browser to refuse them. Please review the specific instructions from your browser in order to do this. However, please note that not accepting cookies may make certain features of our Sites unavailable or difficult to view or use.

In some of our email messages we may use a “click-through URL” linked to content on our Sites. When you click one of these URLs, you will pass through our web server before arriving at the destination web page. We track this click-through data to help us determine interest in particular topics and measure the effectiveness of our Sites. If you prefer not to be tracked through our emails, simply avoid clicking text or graphic links in the email.

Third parties may also collect information via our Sites through cookies, third party plug-ins and widgets in order to deliver our targeted advertisements to you across the Internet.

Our web server may collect clickstream information such as the address (or URL) of the website that you came from before visiting the Sites, which pages you visit on the Sites, which browser you used to view the Sites, and any search terms you may have entered on our site, among other things. The Sites may also use other technologies to track which pages our visitors view.

HOW WE USE THE INFORMATION WE COLLECT

Most commonly we will use your Personal Information in the following circumstances:

- Where you have asked us to do so, or consented to us doing so;
- Where we need to do so in order to perform a contract we have entered into with you;
- Where it is necessary for our legitimate interests (or those of a third party) and your fundamental rights do not override those interests; and
- Where we need to comply with a legal or regulatory obligation.

SHARING PERSONAL INFORMATION WITH THIRD PARTIES

We are committed to maintaining your trust and we want you to understand when and with whom we may share Personal Information and information collected about you. We do not share your Personal Information with any third parties except as set forth herein.

We may disclose your Personal Information to outside individuals and/or companies that help us bring you the products and services we offer and to create, operate, and maintain our Sites. For example, we may work with third parties to: (a) manage a database of customer information; (b) assist us in distributing e-mails; (c) assist us with direct marketing and data collection; (d) provide data storage and analysis; (e) provide fraud prevention; (f) provide customer service; (g) provide order fulfillment and/or delivery services; and (h) provide other services designed to assist us in developing and running our Sites and maximizing our business potential. We require that these outside companies agree to keep all information shared with them confidential and to use the information only to perform their obligations to us.

If we seek investors or go through a business transition, including but not limited to, a merger, acquisition by another company, or a sale of all or a portion of our assets, your Personal Information may be shared as part of the negotiation of the transaction and will likely be among the assets transferred in the event of a sale or partial sale of our assets.

We may disclose your Personal Information when legally required to do so, to cooperate with law enforcement investigations or other legal proceedings, to protect against misuse or unauthorized use of the Website, to limit our legal liability and protect our rights or to protect the rights, property or safety of Users of the Sites or the public.

TARGETED ADVERTISING AND REMARKETING

You may see advertisements for our products/services on other websites and mobile applications because we work with third party advertisers to engage in remarketing and retargeting activities. Through our relationships with these advertisers, we can target messaging to our users by interest-based, demographic, contextual, and other means. These third party advertisers track your online activities over time and across websites and mobile applications by collecting information through automated means, including through the use of third-party cookies, web server logs, and web beacons. They use this information to show you advertisements that may be tailored to your individual interests. The information our advertising partners may collect includes data about your visits to websites and mobile applications that participate in the relevant advertising networks, such as the pages or advertisements you view and

the actions you take on the websites or apps. This data collection takes place both on our Sites and on third-party websites and mobile applications that participate in the advertising networks. This process also helps us track the effectiveness of our marketing efforts. Some third-party advertising companies may be advertising networks that are members of the Network Advertising Initiative, which offer a single location to opt out of ad targeting from member companies (www.networkadvertising.org).

OTHER WEBSITES

Our Sites may contain links or references to websites operated by third parties, or you may have come to our Sites using a link found in another website. This does not mean that we endorse these websites or the goods or services they provide. We do not make any representations or warranties about any website that may be linked to the Site. Such other websites are independent from us, and we have no control over, or responsibility for, their information, products or activities. Our privacy practices may differ from those of these other websites. If you provide Personal Information at one of these third party websites, you are subject to the privacy policy of the operator of that website, not our Privacy Policy. Please make sure you understand the other website's privacy policy before providing such website with any Personal Information.

If you use a third-party website or application (e.g. Facebook, Google +, Twitter) to access our Sites or your account on our Sites, your activities on such third-party sites or apps are governed by the privacy practices of those sites or apps. The privacy policies of other sites and apps may differ significantly from ours, and we have no control over the operation of those sites or apps or the manner in which they collect, store, or process data.

YOUR CHOICES ABOUT HOW WE USE YOUR INFORMATION AND OPTING OUT

There are ways by which you can control how your Personal Information is used.

Tracking

You can set your browser to refuse some or all cookies or to alert you when cookies are being sent. Please visit your specific browser's instructions for doing this. The "Help" function on most browsers contains information on how you can set your browser to notify you before accepting cookies, or you can disable them entirely. If you opt out of cookies, you will not be able to take advantage of various features of the Sites that are available to other users. For example, we may use cookies to recognize you by name when you return to this site so you don't have to login again and provide your password each time. If you use more than one browser, you will need to change each browser's settings in order to refuse cookies.

Promotional Offers

If you do not wish to receive our email promotional offers, you may opt-out by checking the relevant box when you place an order and we collect your information or clicking on the "unsubscribe" link found in emails we send to you. Please allow up to ten (10) business days for changes to your email preferences to take effect. During that time, you may continue to receive email communications from us that were already in process. Opting out of receiving our communications will not affect your receipt of service-related communications, such as payment confirmations and delivery status updates, if we have a data breach, or other such communications for which we have a legal obligation to inform you and/or to prevent fraud or harm to our Sites, our business, and/or third parties

Advertising

If you do not want us to use information that we collect for us to deliver advertisements to you, you can opt-out of receiving such advertising.

You may opt out of Internet-based and mobile advertising on your mobile device by visiting TRUSTe's Ad Preference Manager, currently available at <https://preferences-mgr.truste.com/>, the Digital Advertising Alliance's consumer choice page, currently available at <http://www.aboutads.info/choices/>, or the Network Advertising Initiative (NAI) opt out tool currently available at <http://www.networkadvertising.org/choices/>.

When using the ad industry opt out tools described above, note that: (a) if you opt-out we may still collect some data about your online activity for operational purposes (such as fraud prevention), but it will not be used by us for the purpose of targeting ads to you; (b) if you use multiple browsers or devices you may need to execute this opt out on each browser or device; and (c) other ad companies' opt-outs may function differently than our opt-out, and we have no control over the practices of any third-parties. We do not make any representations or warranties about such opt-out services. Such services are independent from us, and we have no control over, or responsibility for their performance.

Analytics

Our products and services use Google Analytics and its associated tracking technologies to help display our ads you see on other sites, and to help us manage and optimize our online advertising efforts. To opt out of Google Analytics Advertising Features, visit <https://support.google.com/analytics/answer/181881?hl=en> or you may access the Google Analytics Opt Out Browser Add-on, currently located at <https://tools.google.com/dlpage/gaoptout>.

We also use Shopify Analytics (<https://help.shopify.com/en/manual/reports-and-analytics/shopify-reports>), PayPal Analytics (<https://developer.paypal.com/docs/wlw/reporting-and-analytics/>) and Amazon Analytics (<https://aws.amazon.com/business-analytics/>).

DISCLOSURE FOR LEGAL PURPOSES

You hereby authorize us to disclose any of your Personal Information pursuant to judicial and administrative proceedings and to law enforcement or government agencies if we are legally required to do so. You also authorize us to disclose Personal Information if we believe the disclosure is necessary or appropriate in the event of an investigation of improper or illegal conduct in connection with the Sites, such as fraud, misrepresentation, intellectual property infringement, or other activity that may put us at risk for liability.

NOTICE TO CALIFORNIA CONSUMERS

The following applies to you only if you are a California resident.

Under California Civil Code sections 1798.83-1798.84, California residents are entitled to ask us for a notice describing what categories of Personal Information we share with third parties or corporate affiliates for those third parties or corporate affiliates' direct marketing purposes. That notice will identify the categories of information shared and will include a list of the third parties and affiliates with which it was shared, along with their names and addresses. At this time, we do not share any Personal Information with third parties or affiliates for their direct marketing purposes.

Please note the following:

- Users can visit the Sites anonymously without providing their Personal Information, but we may collect Personal Information, such as IP addresses, automatically through the use of cookies or other tracking technologies;
- We will add a link to this Privacy Policy on our home page, or at a minimum, on the first significant page after entering the Sites;

- Our Privacy Policy link includes the word “Privacy” and can be easily be found on the page specified above;
- Users will be notified of any privacy policy changes on our Privacy Policy page;
- Users are able to change their Personal Information by emailing us, or, if our Sites allow you to create an account with us, by updating their Personal Information in their online accounts with us; Some Internet browsers include the ability to transmit “Do Not Track” signals that give you control over the collection and use of web browsing information. Because uniform standards for “Do Not Track” signals have not yet been adopted, we do not process or respond to such signals in users’ web browsers at this time; and
- We allow the collection of users’ behavioral tracking by third parties for analytical purposes. We do not authorize the collection of Personal Information on the Sites by third parties, except for the collection of IP addresses, which may be used for analytical purposes.

DISPUTES

This Privacy Policy will be interpreted in accordance with the laws of the State of New York and the United States of America, without regard to its conflict-of-law provisions. By visiting the Sites, you agree that, except as otherwise specified herein, the laws of the State of New York without regard to principles of conflict of laws, will govern any dispute of any sort that might arise between us or any of our affiliates regarding your visit and use of the Sites.

We and you agree that in the event of any dispute, the party wishing to address the dispute must contact the other party in writing, including by e-mail, and advise the other party of the dispute in reasonable detail as well as informing the other party of the remedy being sought. We may send you notices via the email address or physical address you provide to us, and all notices to us shall be sent to the following email address: clientservice@metierbeaute.com and include the words “DISPUTE NOTICE” in the subject. The parties shall then make a good faith effort to resolve the dispute before resorting to more formal means of resolution. In the event that the dispute is not resolved through this procedure, the party raising the dispute may proceed to mandatory arbitration as set forth below.

Arbitration

ANY AND ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING ARBITRATION. YOU HEREBY AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this Privacy Policy, except for matters that may be taken to small claims court. Your rights will be determined by a neutral arbitrator, NOT a judge or jury. You agree that any dispute arising out of or relating to this Privacy Policy, including with respect to the interpretation of any provision of this Privacy Policy or other agreements between you and us, or concerning the performance or obligations of you and us, shall be resolved by mandatory and binding arbitration submitted to JAMS in accordance with its Commercial Arbitration Rules at the request of either us or you pursuant to the following conditions:

- **Place of Arbitration Hearings.** Unless you elect to conduct the arbitration by telephone or written submission, an in-person arbitration hearing will be conducted at a JAMS facility in your area or at a JAMS facility in New York, New York.
- **Selection of Arbitrator** shall be made pursuant to JAMS’ Streamlined Arbitration Rules & Procedures or JAMS’ Comprehensive Arbitration Rules & Procedures, depending on the amount of the claim as specified herein.
- **Conduct of Arbitration.** The arbitration shall be conducted by a single neutral arbitrator under JAMS’ Streamlined Arbitration Rules & Procedures. For claims exceeding \$5,000.00, the arbitration shall be conducted under JAMS’ Comprehensive Arbitration Rules & Procedures

Subject to the applicable JAMS procedure, the arbitrator shall allow reasonable discovery in the forms permitted by the Federal Rules of Civil Procedure, to the extent consistent with the purpose of the arbitration. The arbitrator(s) shall have no power or authority to amend or disregard any provision of this section or any other provision of these Terms of Service, except as necessary to comply with JAMS' Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness. The arbitration hearing shall be commenced promptly and conducted expeditiously. If more than one day is necessary, the arbitration hearing shall be conducted on consecutive days unless otherwise agreed in writing by the parties.

- Findings and Conclusions. The arbitrator(s) shall, after reaching judgment and award, prepare and distribute to the parties written findings of fact and conclusions of law relevant to such judgment and award and containing an opinion setting forth the reasons for the giving or denial of any award. The award of the arbitrator(s) shall be final and binding on the parties, and judgment thereon may be entered in a court of competent jurisdiction.
- Costs and Fees. You will be subject to a filing fee, set by JAMS, to initiate the arbitration. To the extent permitted by JAMS procedures, each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration, and we will remain responsible for its share of costs, expenses and fees plus any costs, expenses and fees required under JAMS procedures.
- Litigation. The Federal Arbitration Act and federal arbitration law apply to these Terms. Either party also may, without waiving any remedy under these Terms, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

Class-Action Waiver

Any arbitration, claim or other proceedings by or between you and us shall be conducted on an individual basis and not in any class action, mass action, or on a consolidated or representative basis. You further agree that the arbitrator shall have no authority to award class-wide relief or to combine or aggregate similar claims or unrelated transactions. You acknowledge and agree that this agreement specifically prohibits you from commencing arbitration proceedings as a representative of others. If for any reason a claim proceeds in court rather than in arbitration, each party waives any right to a jury trial. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

CHILDREN

We do not knowingly permit persons under 16 years of age to use the Sites, and we do not knowingly collect, use or disclose Personal Information from anyone under 16 years of age. If we determine upon collection of Personal Information that a user is under this age, we will not use or maintain his/her Personal Information without the parent/guardian's consent. If we become aware that we have unknowingly collected Personal Information from a child under the age of 16, we will make reasonable efforts to delete such information from our records.

CONFIDENTIAL INFORMATION

We do not want you to send to us any confidential or proprietary information through email or otherwise. Any information, materials, suggestions, ideas or comments sent to us will be considered non-confidential, and by submitting the same to us, you are giving us the absolute right to use, modify, reproduce, transmit, display and distribute the information for any purpose whatsoever, with no payment or other compensation to you. However, we will not use your name unless we are required by law to

identify the source of the materials, information, suggestions, ideas or comments, or unless we first obtain your permission.

ASSIGNMENT

We may freely assign this Privacy Policy or any of our rights and/or obligations hereunder to any successor.

CONTACT

If you have any questions about your privacy or security at the Sites, or wish to update your Personal Information, please send an email to clientservice@metierbeaute.com.

DATE LAST MODIFIED: March 20, 2020