

## TERMS OF USE

This website, as well as all associated mobile sites and mobile applications (collectively referred to as "Website") is operated by New World Beauty, LLC. ("us/we/our"). "You/your" means you as a user of the Website. "User" means all users of this Website. We offer this Website, including all information, products and services available from this Website, to you conditioned upon your acceptance of all the terms, conditions, policies and notices stated herein.

### **YOUR CONTINUED USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO THESE TERMS OF USE.**

By accessing this Website, you agree to be bound by the Terms of Use set forth herein. If there is anything you do not understand, please email any inquiry to [clientservice@metierbeaute.com](mailto:clientservice@metierbeaute.com). If at any time you do not agree to these Terms of Use, please do not use this Website.

Notice Regarding Dispute Resolution: These Terms contain provisions that govern how legal claims that might arise between you and us will be handled. See Mandatory and Binding Arbitration Provision and Class Action Waiver (Section 12), which includes a binding obligation to resolve disputes on an individual (i.e. non-class action) basis which, subject to exceptions, will require claims you may have against us to be determined in binding arbitration or small claims court.

YOU SHALL NOT USE THE WEBSITE FOR ANY ILLEGAL PURPOSES, AND YOU WILL USE IT IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. YOU SHALL NOT USE THE WEBSITE IN A WAY THAT MAY CAUSE THE WEBSITE TO BE INTERRUPTED, DAMAGED, RENDERED LESS EFFICIENT OR SUCH THAT THE EFFECTIVENESS OR FUNCTIONALITY OF THE WEBSITE IS IN ANY WAY IMPAIRED. YOU AGREE NOT TO ATTEMPT ANY UNAUTHORIZED ACCESS TO ANY PART OR COMPONENT OF THE WEBSITE.

### **Intellectual Property Ownership and Use**

You acknowledge and agree that all of our trademarks, logos, copyrights and any and all other intellectual property rights in all material or content contained within this Website shall remain at all times vested in us or, in the cases where we are using such material or content under authority from a third party, in the owner of such material or content.

We grant you the limited right to access and make use of the Website as our User. However, you shall not: a) reproduce, duplicate, copy, sell or otherwise exploit the Website or any image, page layout, page design, trade dress, trademark, logo or other content ("Site Content") for any commercial purpose; b) use a robot, spider or data mining or extraction tool or process to monitor, extract or copy Site Content; c) use any meta tags, search terms, key terms, or the like that contain the Website's name or our trademarks; d) engage in any activity that interferes with the Website or another user's ability to use the Website; e) modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the Website and the goods or services offered on the Website; or f) assist or encourage any third party in engaging in any activity prohibited by these Terms of Use.

You shall not use, copy, distribute, or exploit any of the Site Content in any manner without our prior written permission. You may not link to this Site from any pornographic, obscene, profane, defamatory, libelous, threatening, unlawful or other web site or material which could constitute or encourage unlawful conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or regulation. LINKING TO THE WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS OF SERVICE. We reserve the right to terminate or refuse any link to the Website for any reason whatsoever, in our sole discretion.

All Site Content and all materials and content contained within the Website, including but not limited to the text, graphics, logos, icons, images, audio clips, video clips, articles, posts and data appearing on the

Website, are owned by us, or used by us under authorization, and are protected by U.S. and foreign trademark and copyright laws. No portion of the materials or content on these pages may be reprinted or republished in any form without our express written permission.

### **Errors and Inaccuracies**

We strive to provide complete, accurate, up-to-date information on the Website. Unfortunately, despite those efforts, human or technological errors may occur. The Website may contain typographical mistakes, inaccuracies, or omissions, some of which may relate to pricing and availability of products or the events we promote, and some information may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions, including after an order has been submitted, and to change or update information at any time without prior notice.

You acknowledge that the particular technical specifications and settings of your computer and its display could affect the accuracy of its display of the colors and look of products offered on the Website.

**IF YOU BELIEVE THAT A PRODUCT OFFERED BY US IS NOT AS DESCRIBED, YOUR SOLE REMEDY IS TO RETURN IT TO US FOR A REFUND.**

We will not be liable to you for any delay or failure to perform any obligation or services related to the Website if the delay or failure results from any cause beyond such ours reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

### **Changes to Website or These Terms of Use**

Other than as may be required by law, we reserve the right to modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you, and you confirm that we shall not be liable to you or any third party for any modification to withdraw or withdrawal of the Website or any portion of it.

We may alter these Terms of Use from time to time, and your use of the Website (or any part of the Website) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms of Use have been changed. **If you do not agree to any change to the Terms of Use then you must immediately stop using the Website.**

The Website is subject to constant change. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website.

### **External Sites and Resources**

We are not responsible for the availability of any websites owned or controlled by third-parties. We do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of any third party websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offense caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such third-party external sites or resources.

### **Orders, Price and Resale**

You may purchase products only for personal use and not for resale. By placing your order, you certify that you are purchasing products for personal use only and not for resale. We reserve the right to refuse orders for any reason without explanation and in our sole discretion, even after your receipt of an order confirmation or after your credit card has been charged.

Nothing on the Website constitutes a binding offer to sell products described on the Website or to make such products available in your area. We reserve the right at any time after receipt of your order to accept or decline your order, or any portion thereof, in our sole discretion, even after your receipt of an order confirmation or after your credit card has been charged. The prices displayed on the Website are quoted in U.S. dollars and must be paid in U.S. dollars. In the event a product is listed at an incorrect price, we have the right to refuse or cancel orders placed for the product listed at the incorrect price, regardless of whether the order has been confirmed or your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we will issue a credit to your credit card account.

WE ARE NOT RESPONSIBLE FOR ANY CUSTOMS AND/OR DUTIES & TAXES APPLIED TO YOUR ORDER. You are personally responsible for paying these fees upon receipt or delivery of the order. A general guideline to follow when estimating these fees should be to calculate 20% of the total dollar amount of the items ordered. However, this is just a guideline as the actual fees will vary based on the country you are in. You should check with your local Customs Department for more detailed information on how to estimate these additional charges.

### **Sales, Shipping, and Returns**

We accept credit cards for our products through our third-party payment processors. Please be sure to provide your exact billing address and telephone number (i.e. the address and phone number your credit card bank has on file for you). Incorrect information will cause a delay in processing your order. Your credit card will be billed upon you placing your order.

For a multiple product orders, our order processing company will make every attempt to ship all products contained in the order at the same time. Products that are unavailable at the time of shipping will be shipped as they become available, unless you inform us otherwise. You will only be charged for products that you order, plus any applicable shipping charges. You will only be charged for shipping at the rate quoted to you on your purchase receipt. The entirety of this shipping charge may be applied to the first product(s) shipped on a multiple shipment order.

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept or decline your order for any reason or to supply less than the quantity you ordered of any item.

Your order will ship as it becomes available, and our order processing company will make every effort to ship your order as quickly as possible. There may be times when a product you have ordered is out-of-stock. In that case, we will refund the cost of that product. We will endeavor to promptly inform you of any products that you have ordered that are out-of-stock. We cannot guarantee when an order will arrive. Consider any shipping or transit time offered to you by us only as an estimate. We encourage you to order in a timely fashion to avoid delays caused by shipping or product availability

We will accept the return of products that are defective due to defects in manufacturing and/or workmanship within thirty (30) days from the date you receive your purchase. Fulfillment mistakes that we make resulting in the shipment of incorrect product to you will also be accepted for return within thirty (30) days from the date you receive your purchase.

Your credit card will be automatically charged for all applicable sales taxes; however, it is your responsibility as the customer to report any purchases of tangible personal property that have not been taxed by us and pay the sales or use tax on those purchases unless exempt under local state law. If you are shipping outside of the US, once your order arrives at its destination, you will be required to pay all import duties, customs and local sales taxes levied by the country to which you are shipping in order to release your order from customs. International duties and taxes will be marked "Bill to Recipient." We are not responsible for orders not accepted due to failure to pay duties and taxes. International shipping, duty, and taxes are non-refundable in the event of a return/exchange.

We ship to all U.S. states and territories, all Canadian provinces and territories, and Mexico.

Standard shipping will be free on all orders over \$40 USD.

### **Disclaimers**

WE MAKE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED IN RELATION TO THE ACCURACY OF ANY INFORMATION ON THE WEBSITE. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN RELATION TO THE WEBSITE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, ACCURACY, CONDITION OR COMPLETENESS, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OR TRADE.

WE MAKE NO WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR BUGS OR ARE FULLY FUNCTIONAL, ACCURATE, OR RELIABLE.

AS SET FORTH IN THE WEBSITE PRIVACY POLICY, YOU ACKNOWLEDGE THAT WE CANNOT GUARANTEE, AND THEREFORE SHALL NOT BE IN ANY WAY RESPONSIBLE FOR, THE SECURITY OR PRIVACY OF THE WEBSITE AND ANY INFORMATION PROVIDED TO OR TAKEN FROM THE WEBSITE BY YOU.

### **Limitations on Liability**

WE WILL NOT BE LIABLE FOR ANY ECONOMIC LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS) OR ANY LOSS OF GOODWILL OR REPUTATION, OR ANY LOSS OR CORRUPTION OF DATA, OR ANY SPECIAL OR INDIRECT OR CONSEQUENTIAL LOSSES ARISING OUT OF YOUR USE OF THE WEBSITE; IN ANY CASE WHETHER OR NOT SUCH LOSSES WERE WITHIN THE CONTEMPLATION OF US AT THE DATE ON WHICH THE EVENT GIVING RISE TO THE LOSS OCCURRED.

### **Indemnification**

YOU AGREE TO BE FULLY RESPONSIBLE FOR (AND FULLY INDEMNIFY US AGAINST) ALL CLAIMS, LIABILITY, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING LEGAL FEES, SUFFERED BY US AND ARISING OUT OF ANY BREACH OF YOUR REPRESENTATIONS AND WARRANTIES OR THESE TERMS OF USE BY YOU OR ANY OTHER LIABILITIES ARISING OUT OF YOUR USE OF THE WEBSITE, OR THE USE BY ANY OTHER PERSON ACCESSING THE WEBSITE USING YOUR COMPUTER OR INTERNET ACCESS ACCOUNT.

### **Resolution Of Claims or Disputes.**

These Terms of Use 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 Website, 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](mailto: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 these Terms of Use, 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 these Terms of Use, including with respect to the interpretation of any provision of these Terms of Use 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.

### **Investigations of Violations of These Terms**

We may investigate any reported violation of these Terms of Use and take any action that we deem appropriate. Such action may include, but is not limited to, issuing warnings, removing posted content and/or reporting any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties.

### **State Specific Notices**

Notice for California Users. Under California Civil Code Section 1789.3, California Website users are entitled to know that they may file grievances and complaints with: the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, in writing at 1625 North Market Blvd., Suite N 112, Sacramento CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210 or by email at [dca@dca.ca.gov](mailto:dca@dca.ca.gov).

Notice For New Jersey Users. Any disclaimer, limitation of liability, indemnification or damages provisions contained herein shall apply to New Jersey residents or New Jersey transactions only to the extent permitted by New Jersey law or New Jersey public policy. Paragraph 15.1 shall not apply to New Jersey residents or New Jersey transactions.

In addition, our mailing address is PO Box 880041, Boca Raton, FL 33488 and we may be reached by email at [clientservice@metierbeaute.com](mailto:clientservice@metierbeaute.com). Please contact us to resolve any issues with our Site that you may have.

### **Miscellaneous**

If any part of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Terms of Use and shall not affect the validity and enforceability of any of the remaining provisions of the Terms of Use.

These Terms of Use and our Privacy Policy, and any other terms or agreements that may be posted on the Website (as may be amended from time to time) ("Website Agreements") contain the entire agreement between you and us relating to the Website and your use of the Website and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between you and us in relation to such matters. No oral explanation or oral information shall alter the interpretation of these Website Agreements. You confirm that, in agreeing to accept these Website Agreements, you have not relied on any representation except insofar as the same has expressly been made a representation in these Website Agreements, and you agree that you shall have no remedy in respect of any representation which has not become a term of these Website Agreements.

You may send us notices or communicate with us by email at [clientservice@metierbeaute.com](mailto:clientservice@metierbeaute.com). If you send us an email that asks for a response, and you do not receive a response within ten (10) business days, please send us another email as we may not have received your previous email. When you send e-mail to us, you are communicating with us electronically, and you agree that we may communicate with you electronically. You acknowledge that that communications by email are not considered confidential communications. Therefore, please do not send us any confidential information by email.

**DATE LAST MODIFIED: March 20, 2020**