

Website Terms of Use

1. Welcome to Mauj

Beauty Box LLC, a Delaware limited liability company (“Beauty Box”, “we,” “our,” “us”), operates the website located at the URL www.mauj.me together with any other website or applications branded as Mauj (collectively, the “Website”).

These Terms of Use constitute an agreement between Beauty Box and you, the visitor, governing your access, use and subscription of the Services. By installing, accessing, using, or subscribing to our Services, you agree to these Terms of Use and policies referenced within, including but not limited to our Privacy Policy and Community Guidelines Policy located here. If you do not agree to these Terms of Use or any policy referenced within, you may not use our Services.

Please read these Terms of Use carefully before you start using the Website or any of the Services. These Terms of Use are also incorporated by reference into our Privacy Policy and Customer Terms & Conditions.

THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

2. Definitions

“Agreement” means, collectively, all the terms, conditions, notices, and policies contained or referenced in this document (“Terms of Use”) and all other operating rules, policies (including but not limited to the Privacy Policy and Community Guidelines Policy) and procedures that we may publish from time to time on the Website. Our policies are available here.

“Community Guidelines Policy” means the policy setting out the community guidelines for the use of the Services, which can be found here.

“Content” means any form of information, data, materials, or creative expression including, but not limited to, video, audio, photographs, images, illustrations, animations, tools, text, ideas, communications, replies, ‘likes,’ comments, software, nutrition information, recipes, exercises (physical or otherwise), interactive features, designs, copyrights, trademarks, service marks, branding, logos, and other similar assets, patents, sounds, applications and any intellectual property therein, any of which may be generated, provided, or otherwise made accessible on or through the Services.

“Our Community” means the community of Users using our Services.

“Our Content” means all Content save and except for User Content.

“Privacy Policy” means our data privacy which can be found here.

“Service” or “Services” means the Website and Our Content, and any and all current and future digital products or services provided through the Website or otherwise by us, including but not limited to any products, services, and content provided in collaboration with our partners.

“User Content” means any Content that a User submits, transfers, or otherwise provides to or through the use of the Services.

3. Acceptance of these Terms of Use

WHEN YOU ACCESS OR USE THE WEBSITE OR ACCESS, USE, OR SUBSCRIBE TO ANY OF THE SERVICES, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS OF USE AND THE AGREEMENT.

IF YOU DO NOT AGREE TO THESE TERMS OF USE OR ANY PART OF THE AGREEMENT, OR TO ANY CHANGES WE MAY SUBSEQUENTLY MAKE TO THESE TERMS OF USE OR THE AGREEMENT, YOU MUST IMMEDIATELY STOP ACCESSING THE WEBSITE AND DISCONTINUE USING THE SERVICES PROVIDED BY BEAUTY BOX LLC. THESE TERMS OF USE AND THE AGREEMENT APPLIES TO ALL VISITORS, USERS, VENDORS, CUSTOMERS, MERCHANTS AND OTHERS WHO ACCESS THIS WEBSITE.

Your access to and use of the Website and your access to, use and subscription of the Services are subject to your continued compliance with the Agreement and all applicable laws. Your right to access and use the Website and to access, use, or subscribe to the Services will terminate immediately, without any further action by us, if you breach any provision of the Agreement including but not limited to these Terms of Use.

4. Modification and Changes to Terms of Use

We reserve the right, in our sole discretion, to modify or update these Terms of Use and any other part of the Agreement at any time for any reason, with or without prior notice to you, and any such changes to the Agreement will supersede and replace any previous version of the Agreement effective immediately upon posting to this page. It is your responsibility to periodically review these Terms of Use and policies referred to therein as posted here for any changes. Your continued use of the Website or use of the Services after the posting of changes to the Agreement will constitute your acceptance of such changes. For the avoidance of doubt, you should discontinue using the Website and the Services if you do not agree with any changes to these Terms of Use.

5. Account Creation

You may need to create an account to access and use the Services. You must provide us with accurate and complete information as prompted by the registration process. Further, we may require you to verify or authenticate your account through secondary means such as email verification

Also, we may, in our sole and absolute discretion, allow you to create an account and log-in to the Services through online third-party services, such as Google (“Third Party Services”). In such cases, we may ask you to authenticate, register for, or log into Third Party Services on the websites of their respective providers. As part of this integration, the Third Party Services will provide us with access to certain information you have provided to them, and we will use, store, and disclose such information in accordance with our Privacy Policy. However, please note that Third Party Services use, store, and disclose your information in accordance with their own policies. We assume no responsibility or liability for the privacy practices or any other actions of any third-party website or service that may be enabled within the Services. Further, we assume no responsibility or liability for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Third Party Services.

You represent and warrant that you are the subscriber and owner of the email address you provided as part of your account set-up and/or in connection with the Services. If we discover that any information provided in connection with your account is false, inaccurate, or misleading, we reserve the right, in our sole and absolute discretion, to suspend or terminate your account at any time.

Also, you agree and acknowledge that we or our affiliates may contact you by e-mail to your provided email address to verify your identity, provide you with notices and information regarding your account or use of the Services, fulfill your requests, resolve your complaints, provide you with promotional information (if you opt to receive such information), or for any other purpose we deem necessary in our sole and absolute discretion. Please note that for promotional information and other non-essential information, you may opt out any time by following the steps set out in the emails we may send to your provided email address.

Please be aware that you are responsible for maintaining the confidentiality of all actions that take place while using your account, and must notify us immediately at info@mauj.me in the event of any actual or suspected loss or unauthorized use of your account. We are not responsible, and we do not assume any liability for any loss that results from unauthorized use of your account.

Please note that transmission of data or information including but not limited to communications by e-mail over the internet or other networks is not completely secure, and may result in possible loss, interception, or alteration. As such, we do not assume any responsibility or liability for any damage or costs you may incur as a result of any such transmissions over the internet or other networks. While we take commercially reasonable efforts to protect the privacy of all information you provide us and while we shall treat all such information in accordance with the Privacy Policy, in no event will the information you provide to us create any fiduciary duty or obligations to you, or result in any liability to you in the event that such information is accessed by third parties without our express written consent.

6. Services

From time to time, and as part of the Services, we may offer certain Services which are free of cost (“Standard Services”) and certain additional Services which may only be availed after subscription and payment (“Subscription Services”).

In the event you subscribe to any of the Subscription Services, you will be required to enter your billing information in order to sign-up.

Unless you cancel your subscription prior to the last day of the billing cycle as per your Subscription Services package, you will be charged for renewal of such Subscription Services in accordance with the billing package of your subscription (“Auto-Renewal”). In the event the Auto-Renewal is rejected for any reason whatsoever, you will be required to immediately update your billing information, failing which shall result in suspension/termination of Subscription Services. At any time and without notice, we may modify the terms and conditions of the payment for Subscription Services.

Also, from time to time, we may, in our sole and absolute discretion, offer subscription to any Services (including Subscription Services) with a free trial for a limited time (“Free Trial”). In such cases, we may require you to provide your billing information to sign-up for such Free Trial. In the event of a Free Trial, you will not be charged until the Free Trial has expired. Please note that we may, in our sole and absolute discretion, at any time and without notice, modify the terms and conditions of the Free Trial offer or cancel such Free Trial offer. Also, please be aware that unless you cancel your subscription on or prior to the last day of your Free Trial, you will be charged for the Subscription Services corresponding to such Free Trial.

Please note that while we strive to create the best experience for you and Our Community, your access and use of the Services may be interrupted from time to time for any reason including but not limited to hardware or software malfunctions, updating, maintenance or repair of the Services or other actions that we, in our sole and absolute discretion, may elect to take. In no event will we be responsible or liable to any party for any loss, cost, or damage that results from any scheduled or unscheduled downtime or use of a rooted or jailbroken device.

For any portion of the Services offered on a payment or subscription basis, the following terms apply, unless we or our third-party affiliate(s) otherwise notify you in writing. This Agreement also incorporates by reference and includes any program ordering and/or payment terms provided to you in connection with the Services.

- When you subscribe for any Services which requires providing your payment information, your account will be debited or charged.
- You may only pay with the payment options expressly provided to you. Please note that your payment details are stored by and your payments are processed through our third party payment service provider. Accordingly, to make purchases, you must agree to such third party payment service provider’s terms.
- If any payment or registration information is not accurate, current, and complete, and if you do not inform us in writing promptly when any such information changes, we may, in our sole and absolute discretion, suspend or terminate your account and refuse access to the Services.
- Please note that we will automatically renew your package for Services at the then-current rates, unless the Services subscription is cancelled, suspended or terminated in accordance with this Agreement.
- We reserve the right, in our absolute and sole discretion, with or without prior notice to you, to change our subscription plans or adjust pricing for our Services in any manner and at any time.
- If you believe any payment shown on your billing statement or receipt is incorrect, or if you need any further information about a payment, you must notify us at info@mauj.me no later than 90 days after we sent the first statement or receipt on which the problem or error appeared.

- Additional payment, cancellation, or renewal terms may be provided to you elsewhere in this Agreement or within the Services.
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7. Service Updates

We may update our Services to offer you a better user experience. Therefore, we may provide updates (including automatic updates) for certain Services from time to time. This may include upgrades, modifications, bug fixes, patches, other error corrections or new features. Please note that during such updates, access to the Services and your account may be limited or suspended with or without notice to you.

In our sole discretion, we may change, suspend, or discontinue any or all of the Services at any time, including the availability of any product, feature, subscription, database, or content. In addition, we have no obligation to provide any updates or to continue to provide or enable any particular features or functionality of any Service. We may also impose limits on certain Services or restrict your access to part or all of the Services without notice or liability.

8. Our Community

Through the Services, you may have access to Our Community where you will be able to learn more and share some of your own wisdom and experiences.

Our Community and other Services may include live or pre-recorded events with chat features and feedback capabilities, live or pre-recorded video and/or audio calls and conferences with chat features and feedback capabilities, as well discussion forums, blogs, or other interactive areas or social features that allow you and other Users to post User Content and interact with one another (“Community Areas”). You are solely responsible for your (i) use of the Community Areas and for any User Content you post, including the transmission, accuracy, and completeness of such User Content, and (ii) interactions with other Users. As the Community Areas are public, you understand your User Content may be made and remain public. You should never post any Personal Data in a Community Area.

We have the right, but not the obligation, to monitor the Community Areas. We assume no responsibility or liability for any loss or damage resulting from any interaction with other Users who employ the Services, individuals you meet through the Services, or individuals who find you because of User Content posted on, by or through the Services. We are under no obligation to become involved in any disputes between our Users. Further, you expressly agree and understand that we disclaim all liability related to and you expressly and unconditionally release us from all responsibility and liability arising out of or in connection with such dispute.

You acknowledge and agree to follow the Community Guidelines Policy when posting any User Content and using the Services. Our Community Guidelines Policy may be found here. If you violate the Community Guidelines Policy, in our sole and absolute discretion, we reserve the right to terminate your account and your access to the Services.

The Services and the Community Areas may include content, information, and materials uploaded by other Users. This content, information, and these materials have not been verified or approved by us. The views expressed by other Users on our site do not represent our views or values.

Please note that while we strive to create a safe space, we do not and cannot guarantee that all Users will always comply with the Community Guidelines Policy or the Agreement. When you access or otherwise use the Services, you may be exposed to content from a variety of sources including from other Users, and we are not responsible for the truth, accuracy, usefulness, safety, legality, or intellectual property rights of or relating to such content. We assume no responsibility or liability for any injury or harm to you resulting from any content posted by any Users or from any Users' failure to comply with the Community Guidelines Policy or the Agreement. If you believe any User Content submitted by other Users to our Services violates the Agreement, Community Guidelines Policy, or is generally inappropriate, please report it to us at info@mauj.me. We shall, in our sole discretion, review and take action we deem necessary.

9. License to Use the Website

We are pleased to grant you a non-exclusive, non-transferrable, revocable, limited license to use the Services and Our Content solely for your personal and non-commercial use. You may only use the Services in compliance with these Terms of Use and with any and all applicable federal, state, local and international laws, rules and regulations.

You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer or sell any of Our Content or Services without our express written consent.

You may not use the Services to further any commercial purpose, including any advertising or advertising revenue generation active on your own website or in any other form or medium.

All rights not expressly granted to you in these Terms of Use are reserved and retained by us. The licenses granted terminate if you do not comply with these Terms of Use and/or any other Website terms and conditions or any other provision of the Agreement.

By using the Services, you represent that you are not a person barred from using the Website under the laws, rules and regulations of the United States, your place of residence or any other applicable jurisdiction.

No other rights, assignment, licenses or legal relationship of any nature, including, but not limited to, agency, partnership, joint-venture, employer-employee, franchisor-franchisee or otherwise, either express or implied, are created through your use of the Services unless expressly reserved in these Terms of Use.

10. Children's Online Privacy Protection Act Notification

You may only use the Services if you are of a legal age to form a binding contract in your place of residence.

Pursuant to 47 U.S.C. Section 230(d) as amended, Beauty Box hereby notifies you that parental control protections (such as computer hardware, software or filtering services) are commercially available and may assist you in limiting access to material that is harmful to minors.

11. Our Newsletter

You may subscribe to our newsletter by submitting your name, email address, country (optional), age (optional) and preferred language on our Website in addition to the topics you are most curious about. By providing us the above information, you consent to our using your email address to send you our newsletter. We may also use your email address to send you other messages, such as changes to features of the Services and special offers.

If you would prefer not to receive our newsletter, you should unsubscribe by clicking the “Unsubscribe” link at the bottom of any email or sending an email to customerservice@mauj.me with “Unsubscribe” in the subject line.

Please allow 48 hours for termination to take effect. Following termination, you will not receive any further communications from us unless and until you re-register.

Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

12. Termination

Beauty Box reserves the right, in its sole discretion, to terminate your access to the Services or any portion thereof at any time, without notice.

Our rights under these Terms of Use and the Agreement will expressly survive termination of these Terms of Use, the cessation of your use of or access to the Services, cancellation of any of your subscriptions, and/or the termination of your account. For the avoidance of doubt, the obligations and liabilities of you and us incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Use and the Agreement are effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use our Services.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use or any other part of the Agreement, we also may terminate this Agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

13. Intellectual Property Rights and Content

All Our Content and all copyright, trademarks, design rights, patents, and other intellectual property rights, whether registered or unregistered, in and on the Services belong to us or applicable third parties. Except as expressly provided in these Terms of Use, no right, title or interest in or to the Services or any of Our Content is transferred to you and all rights not expressly granted are reserved. You agree not to duplicate, publish, display, distribute, modify, or create derivative works from the material presented through the Services unless specifically authorized in writing by us.

Any use of the Services that is not expressly permitted by these Terms of Use may be a breach of these Terms of Use and may violate copyright, trademark and other laws.

While you will retain ownership, responsibility for, or other applicable rights in your User Content that such you create, you expressly grant us a license of that User Content. When you provide User Content to us through the Services, you grant us and other Users a non-exclusive, irrevocable, royalty-free, freely transferable, sublicensable, worldwide right and license to use, host, store, cache, reproduce, publish, display (publicly or otherwise), distribute, transmit, modify, adapt (including, without limitation, in order to conform to the requirements of any networks, devices, services, or media through which the Services are available), commercialize, create derivative works of, and otherwise exploit such User Content in connection with any and all Services. You acknowledge and agree that:

- we have the right to arrange the posting of User Content in any way we desire;
- we have no obligation to provide you with any credit when using your User Content; and
- you are not entitled to any compensation or other payment from us in connection with the use of your User Content.

Please note that we reserve the right to monitor, remove, modify or adapt User Content for any reason and at any time, including User Content we believe violates the Agreement or the Community Guidelines Policy.

Following termination of your account, or if you remove any User Content from the Services, we may retain your User Content for a commercially reasonable period of time for backup, archival, or audit purposes, or as otherwise required or permitted by law. Further, we may retain and continue to use, store, display, reproduce, share, modify, create derivative works, perform, and distribute any of your User Content that otherwise has been stored or shared through the Services. Accordingly, the license to your User Content as set out in this Clause 11 continues even if you stop using the Services. For more information, please review the Privacy Policy.

You expressly agree that you will respect the intellectual property rights of others. You represent and warrant you have all the necessary rights to grant us the foregoing license for all User Content you submit in connection with the Services and will indemnify the Indemnified Parties (as defined below) for any breach of such representation and warranty.

We try to ensure that Our Content is accurate and complete. Your use of the Services is at your risk. We do not warrant that the functional aspects of the Services will be error free or that the Services or the server that makes it available are free of viruses or other harmful components.

Beauty Box and its suppliers make no warranties about the Services or about results to be obtained from using the Services. You bear the entire risk of the completeness, accuracy or usefulness of any Services or Content found on the Website. Beauty Box reserves the right to withdraw, temporarily or permanently, any Services or Content from the Website at any time and for any reason and such removal may be immediate and without notice.

As an express condition to your use of and access to the Services, you acknowledge, agree and confirm that Beauty Box is not liable to you or any third party for any such withdrawal.

Content is selected by our editors and is editorial content. We do not accept or take advertising.

14. Restrictions

You may not under any circumstances:

Copy or print any of the Content, whether licensed by us or otherwise, unless and to the extent it is for your own personal, non-commercial use and you must retain all trademark, copyright and other proprietary notices contained in and on any such Content;

Reproduce, download, modify, translate, add to, distribute, transmit, publish, perform, display, disclose, archive, upload, broadcast or sell, sublicense, index or exploit any part of the Website or the content thereon in any medium, either directly or through the use of any device, software, internet site, web-based service or other means, without our prior express written permission;

Remove, alter, bypass, avoid, interfere with or circumvent any copyright, trademark or other proprietary notices marked on the Content or any digital rights management mechanism, device or other content protection measures either directly or through other means;

Mirror, frame, screen scrape or deep link to any aspect of the Website or access any Content through technology or means other than those provided or authorized by us;

Access the Website or the Services via any automated system, including, without limitation, by “robots,” “spiders,” “offline readers,” etc., or take any action that imposes, or may impose (as determined in our sole discretion), an unreasonable or disproportionately large load on our infrastructure;

Introduce viruses, worms, Trojan horses or other malware or software agents, whether harmful or not, to the Website or Services, or tamper with, impair, damage, attack, exploit or penetrate the Mauj system or network, or otherwise attempt to interfere with or compromise the system integrity or security of the Website or Services or any connected networks, or take any action to impact the proper operation of the Services and any person’s or entity’s use or enjoyment thereof;

Bypass the measures we may use to prevent or restrict access to or use of the Services, including by hacking into secured or non-public areas of the Website, circumventing any geo-blocking mechanisms or otherwise;

Use the Website or the Services to collect any personally identifiable information, including names and e-mail addresses, or use the Services for any commercial solicitation purposes, without our prior express written permission; or

Attempt to reverse engineer any aspect of the Website or Services or attempt to derive the source code (including the tools, methods, processes and infrastructure) that enables or underlies the Website, create any derivative works or materials of any kind using the Content, whether or not you intend to give away the derivative materials free of charge, or otherwise build a business utilizing any aspect of the Website or Services.

We reserve the right to limit the Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any Services that we offer. All descriptions of Services or the pricing thereof are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any Service at any time. Any offer for any product or service made on this Website is void where prohibited.

15. Privacy and Communications

We respect your privacy. By accessing or using the Website you acknowledge that your information, including personally identifiable information, will be processed in accordance with our Privacy Policy.

You consent to receive communications from us, whether required by law or otherwise, by e-mail if you have provided us with your e-mail address. You agree that any requirement that a communication be sent to you by us in writing is satisfied by such electronic communication. We are not responsible for any automatic filtering you or your network provider may apply to communications we send to an e-mail address that you provide to us.

16. Modification or Suspension of the Services and Right to Terminate Your Use of the Services

We reserve the right to change, suspend or discontinue any aspect of the Services at any time and from time to time, in our sole discretion and without notice or liability, including by adding or eliminating certain features or discontinuing the Services entirely. Any description of features on the Website shall not be considered to be a representation by Beauty Box that such features will always be included on the Website. From time to time, we may restrict access to some or all of the Services. We also reserve the right to restrict your use of or access to the Services, without notice or liability, for any reason or no reason at our sole discretion. Accordingly, for any reason, and without notice, all or any part of the Services may become unavailable to you at any time and for any period.

If we suspend or discontinue any aspect of the Services, we are not responsible for providing you with any information or content. You have no recourse with regard to any information that we delete regardless of any value you may ascribe to such information. We expressly disclaim any value you may attribute to any of your information stored on our servers.

17. Linked Destinations and Advertising

The Website may contain links to other websites, including, but not limited to, advertisements and other content posted by us or by third-parties (“Linked Sites”). You may also navigate to the Website from links, often provided by us, deployed by third parties in their social media, advertisements and other marketing activities (the locations where these links are placed are also considered Linked Sites). Access to or from Linked Sites is made available by Beauty Box only as a convenience. Such Linked Sites are not owned, operated or controlled by us and if you visit Linked Sites, you do so entirely at your own risk and subject to the terms of use and privacy policies of such Linked Sites. Please be careful to read the terms of use and privacy policies of any Linked Sites before you provide any personal or other information to, or engage in any activity on, such Linked Sites. Any terms, conditions, warranties or representations included in the Linked Sites are solely between you and the relevant providers of the Linked Sites. You cannot rely on our Terms of Use and/or our Privacy Policy to govern your use of another website or destination.

We do not endorse, and Beauty Box expressly disclaims responsibility and liability for, Linked Sites, including with respect to the content, products and services provided by the Linked Sites. Any interactions you have with Linked Sites are between you and the Linked Sites and you agree that Beauty Box is not liable for any damage or loss you may suffer as a result of any interactions with any such Linked Sites or any claims that you may have against any such Linked Sites.

18. Notice and Procedure for Claims of Copyright or Intellectual Property Infringement

All contents of the Website including but not limited to text, design, graphics, interfaces, or code are: Copyright 2020 by Beauty Box LLC, All rights reserved.

All trademarks, service marks, and trade names are trademarks or registered trademarks and are proprietary to Beauty Box.

19. Disclaimers

You understand that products offered through the Services may contain materials that could be dangerous if handled improperly, and you acknowledge that Beauty Box is not liable for any personal injury or property damage arising from any misuse of any products offered through the Services.

You further acknowledge that the Services are not suitable for use by children, and you expressly assume sole liability for providing any individual under the age of majority with access to any of the Services.

You hereby agree not use any Service for any illegal purpose and you assume all liability for any action you take for any action that is contrary to any law, rule, or regulation of any territory.

20. Warranty Disclaimer

The Services and the information, software, products and services included in or available through the Services are continually upgraded and updated. While we will use commercially reasonable efforts to verify the accuracy of any information we place on the Website or through the Services, we do not warrant or represent that such information, products and/or services are reliable, accurate, complete, uninterrupted, error free, secure or free of defects, viruses or bugs.

ACCORDINGLY, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITH NO REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND AND YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. BEAUTY BOX EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED, REGARDING THE SERVICES, WEBSITE, INFORMATION, SOFTWARE, PRODUCTS, CONTENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY PURPOSE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, COMPATIBILITY, SECURITY AND ACCURACY, AND ALL WARRANTIES THAT MAY ARISE FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE.

IN STATES AND JURISDICTIONS IN WHICH THE EXCLUSION OF WARRANTY IS PROHIBITED, SUCH EXCLUSIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED. WITHOUT LIMITATION TO GENERALITY OF THE FOREGOING, WE PROVIDE NO WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND THAT THE WEBSITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

YOU MAY NOT USE OUR SERVICES FOR ANY ILLEGAL OR UNAUTHORIZED PURPOSE NOR MAY YOU, IN THE USE THE SERVICES OR THE WEBSITE, VIOLATE ANY LAWS IN YOUR JURISDICTION (INCLUDING BUT NOT LIMITED TO COPYRIGHT LAWS). BEAUTY BOX DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY RIGHTS OR OBLIGATIONS RELATED TO THE LEGALITY OR LEGAL STATUS OF THE SERVICES IN YOUR JURISDICTION OR COMPLIANCE WITH APPLICABLE LAWS RELATED TO THE USE OR PURCHASE OF SERVICES. YOU HEREBY UNDERTAKE, ACKNOWLEDGE AND AGREE THAT THE SOLE RESPONSIBILITY AND LIABILITY RELATED TO SUCH LEGALITY OR COMPLIANCE SHALL REST SOLELY WITH YOU, AND BEAUTY BOX DISCLAIMS ANY RESPONSIBILITY RELATED THERETO AND RESPONSIBILITY FOR ASSESSING THE RISKS AND ENSURING SUCH COMPLIANCE RESTS WITH YOU.

BEAUTY BOX DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY INFORMATION, PRODUCT OR SERVICE PROVIDED, ADVERTISED OR OFFERED BY ANY LINKED SITE AND BEAUTY BOX WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND ANY LINKED SITE. ANY SUCH LINKS ARE PROVIDED FOR YOUR CONVENIENCE ONLY. IF YOU CHOOSE TO CLICK ON ANY SUCH LINKS, YOU ACKNOWLEDGE AND AGREE THAT YOU, NOT BEAUTY BOX, ARE DISPLAYING ITS CONTENTS AND YOU ACCESS SUCH LINKED SITES AT YOUR OWN RISK. WE EXPRESSLY DISCLAIM ALL LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED BY ANY SOCIAL MEDIA SERVICES IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH SOCIAL MEDIA ACCOUNTS.

21. Medical Information

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL INFORMATION PROVIDED ON THE WEBSITE, THROUGH THE SERVICES, OR IN ANY NEWSLETTER, INCLUDING ALL CONTENT, TEXT, PHOTOGRAPHS, IMAGES, ILLUSTRATIONS, GRAPHICS, AUDIO, VIDEO AND AUDIO-VIDEO CLIPS, AND OTHER MATERIALS, IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE AND SHOULD NOT BE (i) CONSIDERED TO BE MEDICAL INFORMATION OR ADVICE, (ii) USED IN PLACE OF MEDICAL ADVICE FROM A QUALIFIED MEDICAL PROFESSIONAL, (iii) USED IN PLACE OF ANY OTHER ADVICE OF YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, or (iv) A VISIT, CALL OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS.

PLEASE CONSULT WITH YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER IF YOU HAVE HEALTH-RELATED QUESTIONS BEFORE RELYING ON ANY INFORMATION YOU OBTAIN ON THE SERVICES. SHOULD YOU HAVE ANY HEALTH-RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER PROMPTLY.

YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF ANY CONTENT PRESENTED ON OR VIA THE WEBSITE AND YOU SHOULD NOT USE THE WEBSITE OR ANY CONTENT AVAILABLE THROUGH OR VIA THE WEBSITE FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. THE TRANSMISSION AND RECEIPT OF ANY CONTENT, IN WHOLE OR IN PART, OR COMMUNICATION VIA THE INTERNET, E-MAIL OR OTHER MEANS DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND BEAUTY BOX.

22. Indemnity and Release

You agree to defend, indemnify, and hold harmless Beauty Box and its agents, managers, affiliates, licensors, licensees, successors and assigns and each of their respective directors, officers, contractors, employees, agents, service providers and partners (“Indemnified Parties”), from and against any demands, losses, cost or debt, liabilities, claims or expenses (including reasonable attorneys’ fees) made against Beauty Box by any third party due to or arising out of or in connection with (i) your use of and access to the Website, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third-party right, including without limitation any right of privacy, right of publicity or intellectual property rights; or (iv) your violation of any applicable law, rule or regulation.

Without limiting anything set out above, you hereby release each of the Indemnified Parties from all damages, liabilities, claims, actions, demands and costs of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with these Terms of Use, the Privacy Policy and/or any use by you of the Website.

23. Limitations on Liability

EXCEPT FOR A BREACH OF THESE TERMS OF USE BY YOU, A VIOLATION OF INTELLECTUAL PROPERTY RIGHTS OR INDEMNIFICATION OBLIGATIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL YOU OR BEAUTY BOX, AND ANY OF ITS AFFILIATES, LICENSORS, LICENSEES, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, GOODWILL OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, THE DELAY OR INABILITY TO USE THE WEBSITE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES AND/OR FUNCTIONALITY OF THE WEBSITE, OR FOR ANY CONTENT, PRODUCTS OR SERVICES OBTAINED OR PURCHASED THROUGH THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE AND/OR ANY OF ITS AFFILIATES, LICENSORS, LICENSEES, SUCCESSORS OR ASSIGNS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN STATES AND JURISDICTIONS IN WHICH LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARE PROHIBITED, SUCH LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

IN NO EVENT SHALL OUR TOTAL LIABILITY FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU TO US, IF ANY, FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO USE OF THE WEBSITE OR 50\$ (WHICHEVER IS LESS).

UNDER NO CIRCUMSTANCES WILL BEAUTY BOX AND/OR ANY OF ITS AFFILIATES, LICENSORS, LICENSEES, SUCCESSORS OR ASSIGNS BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE WEBSITE, YOUR DATA OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. WE RESERVE THE RIGHT AT ALL TIMES TO DISCLOSE ANY INFORMATION THAT WE DEEM NECESSARY TO COMPLY WITH ANY APPLICABLE LAW, RULE, REGULATION, LEGAL PROCESS OR GOVERNMENTAL REQUEST. YOU WAIVE AND HOLD HARMLESS BEAUTY BOX AND ITS AFFILIATES, LICENSORS, LICENSEES, SUCCESSORS AND ASSIGNS FROM ANY CLAIMS RESULTING FROM ANY ACTION RELATING TO SUCH DISCLOSURE.

BEAUTY BOX MAKES NO REPRESENTATION THAT EACH OF THE WEBSITE, ANY SERVICE, OR ANY PRODUCT AVAILABLE THROUGH THE SERVICES IS APPROPRIATE OR AVAILABLE FOR USE AT LOCATIONS OUTSIDE OF THE UNITED STATES. IF YOU ACCESS THE WEBSITE FROM A LOCATION OUTSIDE OF THE UNITED STATES, YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL AND OTHER APPLICABLE LAWS.

24. Law and Jurisdiction

These Terms of Use and any dispute that may arise between you and Beauty Box shall be governed by and construed in accordance with the Federal Arbitration Act, applicable federal law and the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

DISPUTES ARISING FROM THESE TERMS OF USE AND YOUR USE OF THE SERVICES SHALL BE RESOLVED BY BINDING ARBITRATION. BY AGREEING TO BINDING ARBITRATION, YOU ARE HEREBY WAIVING THE RIGHT TO BRING DISPUTES TO A COURT, INCLUDING THE RIGHT TO TRIAL BY JURY. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL. WE ALSO BOTH AGREE THAT YOU OR WE MAY BRING SUIT IN COURT TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS. ANY CAUSE OF ACTION YOU MAY HAVE WITH RESPECT TO YOUR USE OF THE WEBSITE MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES.

The parties shall maintain the confidential nature of the arbitration proceeding and any award, including the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

IN ANY ARBITRATION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE ARBITRATOR(S) ARE NOT EMPOWERED TO AWARD PUNITIVE OR EXEMPLARY DAMAGES, EXCEPT WHERE PERMITTED BY STATUTE, AND THE PARTIES WAIVE ANY RIGHT TO RECOVER ANY SUCH DAMAGES. THE ARBITRATOR(S) MAY NOT AWARD ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS.

As stated in these Terms of Use, New York law governs this entire agreement, but the parties acknowledge that this agreement evidences a transaction involving interstate commerce, and that notwithstanding the foregoing, any arbitration conducted pursuant to the terms of this agreement shall be governed by the Federal Arbitration Act.

25. Waiver and Severability

No waiver by Beauty Box of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition and any failure of Beauty Box to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms of Use shall continue in effect.

26. Assignment

These Terms of Use and any rights and licenses granted hereunder may not be transferred or assigned by you. We may assign our rights under these Terms of Use without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

27. Admissibility

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

28. Entire Agreement

These Terms of Use together with the Customer Terms and Conditions, the Privacy Policy and any other policies and terms set out in the Website, and the other agreements referred to herein and therein, constitute the sole and entire agreement between you and Beauty Box with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services.