

TERMS OF USE

IMPORTANT - THIS IS A LEGAL DOCUMENT BETWEEN YOU ("YOU" OR "YOUR") AND EDGEWELL PERSONAL CARE COMPANY AND/OR ITS AFFILIATES ("EDGEWELL", "WE", "OUR", OR "US"). BEFORE ACCESSING OR USING THE SITE, YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT (THE "AGREEMENT") AS THEY GOVERN ACCESS TO AND USE OF THE SITE. EDGEWELL IS WILLING TO ALLOW ACCESS TO AND USE OF THE SITE ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. PLEASE READ CAREFULLY. HOWEVER, WE'VE PROVIDED THIS SHORT SUMMARY FOR YOUR CONVENIENCE (WITH CAPITALIZED TERMS DEFINED IN THE AGREEMENT).

Summary of Terms

Acceptance By using the Services, you agree to this Agreement and all other operating rules, policies and procedures that may be published from time to time on the Site by us without notice to you, including the Terms of Use and Privacy Policy (altogether, the "Agreement")

Your Account You must inform us immediately if you suspect any unauthorized use of or access to your password or account. We will not be responsible if you suffer any harm or loss as a result.

Use of Service We provide the Services for informational and legitimate shopping purposes only or to communicate. You may not rely on any information or opinions expressed on the Service for any other purpose.

Termination We may modify the Services at any time or discontinue them altogether. You can terminate your account and we reserve the right to terminate it for you if you violate this Agreement or if we deem your use of the Services to be inappropriate.

Rights We reserve all right, title and interest in and to the Services not expressly granted to you under this Agreement. There are no implied licenses under this Agreement. You retain copyright and any other rights you already hold in Content which you upload or otherwise submit to, or make available on, the Services.

Intellectual Property Except as otherwise stated in this Agreement or provided for, you acknowledge and agree that we (or our licensors) own all legal right, title and interest in and to the Services and/or Content, including, without limitation, any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

Disclaimers The Services are provided to you on an "as is" and "as available" basis, without warranty or representation of any kind.

Limitation of Liability Our total liability for any reason whatsoever related to use of the Services or any claims relating to this agreement or any content shall not exceed the

amounts, if any, paid by you to us during the past twelve months in connection with your access to the Services.

Arbitration Our Agreement contains a mandatory arbitration clause. You agree that any disputes will be settled by arbitration, and you waive your right to a trial by jury or to participate in a class action.

Governing Law; Venue Missouri law applies to this Agreement. Actions for disputes relating to this Agreement must be brought in the courts located in the State of Missouri.

Indemnity You agree to indemnify us for actions arising out of your use of the Services, your Content or your violation of this Agreement.

USING THIS SITE

You may access and browse this Site and other related software, interactive features or downloads (whether accessed directly through this Site or third party software), register for one of our promotions, register for a user account ("Account"), contact us, or sign up to receive re-occurring communications from us (altogether, the "Services").

This Agreement sets forth the terms and conditions for your use of the Services. By using the Services, you agree to this Agreement and all other operating rules, policies and procedures that may be published from time to time on the Site by us without notice to you, including the Terms of Use and Privacy Policy (altogether, the "Agreement"). Any capitalized term in the Privacy Policy and/or the Terms of Use shall have the same meaning here. If you do not agree to the terms and conditions of this Agreement, do not use this Site or the Services provided.

USE OF SERVICE

We provide the Services for informational and legitimate shopping purposes only or to communicate. You may not rely on any information or opinions expressed on the Service for any other purpose.

The Services may contain links to other websites or services maintained by third parties, including retailers. We do not operate or control, in any respect, or necessarily endorse the content found on third-party websites or services. You assume sole responsibility for your use of third-party links, websites, products and services, all of which have separate privacy policies, terms and conditions, and other policies independent of us.

By connecting to the Services with a third-party service (e.g., Facebook), you give us permission to access and use information, content and/or material you have supplied to that service as permitted by that service, and to store your log-in credentials for that service. We reserve the right, but have no obligation, to monitor disputes between you and any other user of the Service, or any user's action or inaction. You are solely responsible.

You agree that you will abide by any third-party company policies and terms necessary in using our Site or Service (such as a third-party publisher terms of use or Facebook, Twitter, Instagram or YouTube terms of use).

You agree that (i) you will use the Services solely for your own, non-commercial, individual personal use; and (ii) all information supplied by you to us will be true, accurate, current and complete. We are not responsible for any harm or loss that you suffer. We retain the right to deny or suspend access to the Services to anyone, at any time for any reason.

You acknowledge and agree that your use of the Services, including, the storage of any data, files, information and/or other materials on a server owned or under our control shall be at your sole risk and responsibility. We expressly reserve the right to limit storage capacity and to remove and/or delete any data, files, and/or other information stored or used in connection with the Service for any reason in our sole discretion.

We cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings, or other interruptions. We cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or settings. The Site is provided free of charge and on that basis we have no obligation to provide any maintenance or support services in relation to it and we are not responsible for any loss or damage you may suffer as a result.

We will make reasonable efforts to make the Site available but we may from time to time need to interrupt, restrict, modify or discontinue, temporarily or permanently the Site or parts of it without notice.

YOUR AGREEMENT

You represent, warrant, and agree that you will not:

- Use the Services in any unlawful manner for any unlawful purpose
- Use the Services for the distribution, housing, processing, propagation, storage, or other handling of, any Content (as defined below) or other material prohibited by this Agreement, or any material that may create a risk of any loss or damage to any person or property, or any other material (including, without limitation, links to such material) that we deem, in our sole discretion, to be objectionable whether or not such material is unlawful;
- Permit or otherwise enable unauthorized users to access and/or use the Services;
- Use the Service to export software or data in violation of applicable U.S. laws or regulations;
- Sell, copy, duplicate, rent, lease, loan, distribute, transfer, or sublicense the Service, or otherwise permit any third party to use or have access to the Service for any purpose (except as expressly permitted by us in writing) or decompile, reverse engineer, disassemble, modify, create a derivative work of, display in human readable form, attempt to discover any source code, or otherwise use any software that enables or comprises any part of the Service;
- Remove any copyright, trademark, patent or other proprietary notices from the Service or any Content on the Services;
- Distribute, publish, exhibit, or otherwise use the Services, in any manner and for any purpose not expressly permitted under this Agreement;
- Exploit the Services or collect any data incorporated in the Services in any automated manner through the use of bots, metaspiders, crawlers or any other automated means;
- Register as a user of the Service by providing false, inaccurate, or misleading information;

- Post hyperlinks to commercial services or websites;
 - Collect personal data about other users of the Services for commercial or any other purposes;
 - Post or otherwise make available irrelevant Content (as defined below), repeatedly post or make available the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
 - Attempt to gain unauthorized access to our computer systems (including any non-public areas of the Services) or engage in any activity that disrupts, diminishes the quality of, probes for vulnerability, interferes with the performance of, or impairs the functionality of, the Services (or the servers and networks which are connected to the Services);
 - Make available Content (as defined below) that in our opinion constitutes or contains "affiliate marketing," "link referral codes," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement, except to the extent such Content is provided to you by us or one of our affiliates for a purpose specifically authorized by us in writing;
 - Access or use the Services if you have been previously removed from the Services by us;
- or
- Use the Services if you are under the age of 18.

YOUR ACCOUNT AND PASSWORD

You must keep your password secret and not give it to anyone else or let them use your account. You are solely responsible for maintaining the confidentiality of your password(s) and for restricting access to your computer or other electronic device, and for all activities that occur under your account or password. You must not use anyone else's password or account. You must inform us immediately if you suspect any unauthorized use of or access to your password or account. We will not be responsible if you suffer any harm or loss as a result.

PROVISION OF THE SERVICES

You acknowledge and agree that the form and nature of the Services which we provide may change from time to time without prior notice to you. You acknowledge and agree that we may discontinue your account, decline to provide you access to the Services or stop (permanently or temporarily) providing the Services to you or to users generally at our sole discretion.

PRICING & AVAILABILITY

All products are sold through a third-party retailer linked to the Site. We do not guarantee the availability or pricing of any item purchased through a third-party retailer linked to the Site or otherwise. All products are subject to change without notice. Some of the items on our Site may no longer be available when you place your order.

RESERVATION OF RIGHTS

Subject to your compliance with this Agreement, we hereby give you a personal, revocable, worldwide, non-assignable and non-exclusive right to access and use the Services in the manner and for the purposes expressly permitted by the Agreement and our associated

policies. We reserve all right, title and interest in and to the Services not expressly granted to you under this Agreement. There are no implied licenses under this Agreement.

MOBILE FEATURES

The Site and Services may offer features and services that are available to you via your mobile phone. These features and services may include the ability to browse the Site from your mobile device, upload content, receive messages, download applications or access Site features (collectively, the "Mobile Features"). Standard messaging, data and other fees may be charged by your carrier. Your carrier may prohibit or restrict certain Mobile Features or they may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. Instructions on how to opt-out of certain Mobile Features will typically require you to text a keyword (e.g., "STOP," "CANCEL," "END," "UNSUBSCRIBE," "QUIT," etc.) to the applicable shortcode for the Mobile Feature.

CONTENT

You understand that all information and materials (including, without limitation, personal information, data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) accessible as part of, or through the use of, the Services are the sole responsibility of the person from which such information originated. All such information is referred to as "Content."

You acknowledge that Content presented to you as part of the Services may be protected by intellectual property rights which are owned by us, the persons and/or entities that provide that Content to us, or by other persons or companies on their behalf. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by us or by the owners of that Content, in writing.

We reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content. You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable.

You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including, without limitation, any loss or damage which we may suffer) by doing so.

Content that you create, transmit, or display while using the Services must be appropriate for the Services. We may reject, remove, or edit any Content that: (i) is unlawful, harassing, defamatory, abusive, hateful, threatening, obscene, harmful, tortious, libelous, or invasive of another's privacy; (ii) attacks the character or damages the reputation of other users, name-calls, insults, ridicules, mocks, exploits, electronically stalks or otherwise harasses another individual; (iii) contains material or language that is profane, pornographic, sexually graphic, ethnically offensive, "off color," political, or propaganda; (iv) infringes or violates any party's rights, including, without limitation, using third-party copyrighted materials or the names or likenesses of others without appropriate permission and attribution, using third-party trademarks without appropriate permission or attribution or in a way that is likely or intended

to cause confusion, or using or distributing third-party information (whether or not protected as a trade secret) in violation of a duty of confidentiality; (v) discloses or references any personally identifiable information belonging to you or a third party; (vi) depicts or describes any activities that would violate the personal privacy rights of others, including, without limitation, collecting and distributing information about others without their permission; (vii) impersonates any person or entity; falsely states or otherwise misrepresents an affiliation with any person or entity; intentionally omits, deletes, forges, or misrepresents transmission information, including, without limitation, headers, return mailing, and Internet protocol addresses; or otherwise manipulates identifiers to disguise the origin of any Content transmitted to the Services; (viii) contains any worms, viruses, Trojan horses, or other harmful, disruptive, or destructive files, code, or programs; (ix) interferes with, disrupts, or harms in any way the Services or any servers or networks connected to the Services; (x) uses the Services for any illegal purpose, or violates any applicable local, state, national, foreign or international law or regulation, intentionally or unintentionally; (xi) we otherwise determine to be inappropriate for the Services or inconsistent with our image and reputation.

INTELLECTUAL PROPERTY

Except as otherwise stated in this Agreement or provided for, you acknowledge and agree that we (or our licensors) own all legal right, title and interest in and to the Services and/or Content, including, without limitation, any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services.

You agree that in using the Services, you will not use any trademark, service mark, trade name, design or logo of any individual, company or organization without permission or in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names, designs or logos.

GRANT OF RIGHTS

You retain copyright and any other rights you already hold in Content which you upload or otherwise submit to, or make available on, the Services. By posting, uploading, submitting or otherwise making available Content, you give us a worldwide, perpetual, fully-sublicensable (through multiple tiers), transferable, irrevocable, royalty-free, and non-exclusive license to use, host, store, reproduce, adapt, modify, translate, re-arrange, publish, publicly perform, publicly display, distribute and otherwise exploit such Content (in whole or in part) in any manner or media whatsoever, now known or hereafter developed, for any purpose whatsoever, including, without limitation, (i) in connection with our business and (ii) in connection with the business of our successors, subsidiaries, affiliates and their related companies.

Unless otherwise specifically noted, you agree and hereby confirm that any submission of Content is made without any prior payment or promise payment or the expectation of any

benefit or consideration for submitting such Content. Additional terms and conditions may apply for content related to promotions, contest, sweepstakes, giveaways or similar programs. The Services are a public platform and other users of the Services may, and you hereby grant all users of the Services the right to, search for, see, and/or use any Content that you make publicly available through the Services to the extent permitted by the features and functionalities of the Services.

You agree that we may use your feedback, suggestions, or ideas in any way, including, without limitation, in future modifications of the Services, other products or services, advertising or marketing materials. You grant us a perpetual, worldwide, fully transferable, sublicensable, irrevocable, fully-paid up, royalty free license to use the feedback, suggestions, and ideas you provide to us in any way.

By submitting Content, you also grant us the right to use your name, picture, likeness, voice, and biographical information in connection with the use or publication of your Content.

In connection with Content you upload, submit, post, or otherwise make available via the Services, you affirm, represent, and warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use such Content in the manner contemplated by this Agreement. You further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights.

You acknowledge and agree that you waive any moral (or similar) rights that you may have in respect of your Content, including, but not limited to, the right to be attributed as the author of the Content and the right not to have the Content edited or changed in a way you are not happy with.

If you are an employee of Edgewell, its affiliates or agent of Edgewell of its affiliate, you agree to include a clear and conspicuous disclosure of your relationship with us in any Content you post, upload, submit, or otherwise make available to us.

COPYRIGHT

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. It is our policy, in appropriate circumstances and at our discretion, to disable and/or terminate the accounts of users who repeatedly infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights of others.

If you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our copyright agent with the following information: an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Services; your address, telephone number, and e-mail address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you,

made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Any notification by a copyright owner or a person authorized to act on such copyright owner's behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon us actual knowledge of facts or circumstances from which infringing material or acts are evident. Our copyright agent for notice of claims of copyright infringement can be reached as follows:

Legal Department - Copyright Agent
Edgewell
6 Research Drive
Shelton, CT 06484
Phone: 2039445994
Email: DMCA@Edgewell.com

WARRANTIES

The Services are provided to you on an "as is" and "as available" basis, without warranty or representation of any kind. To the fullest extent permitted by law, we expressly disclaim all warranties, whether express, implied, statutory or otherwise, including without limitation, any warranty of merchantability, title, non-infringement, quality, and/or fitness for a particular purpose. Without limiting the foregoing, we do not warrant the accuracy, reliability or completeness of any information provided by us in connection with your use of the Services, or that the Services, including, without limitation, any data, files, and/or other information stored on a server owned or under our control or in any way connected with the Services, will meet your requirements or be available, uninterrupted, error-free, virus-free or secure.

You are solely responsible for your content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your and other users' online distribution and publication of content provided by you and them.

These disclaimers do not exclude any product liability claims, statutory consumer rights, damages associated with personal injury or resulting from our intentional misconduct, recklessness, fraud, or gross negligence.

DISCLAIMER OF LIABILITY

To the fullest extent permitted by law, in no event shall we, our parents, subsidiaries, affiliates, or any of their directors, members, managers, officers, employees, agents or third party licensors, be liable for any special, indirect, incidental, consequential, punitive or exemplary damages or losses arising out of or relating to this agreement and/or the Services provided hereunder or any other interactions with us, even if we have been advised of the possibility of such damages.

This limitation of liability applies whether the alleged liability is based on contract, negligence, recklessness, professional negligence, tort, strict liability or any other basis or legal theory. Without limitation of the foregoing, the total liability for any reason whatsoever related to use of the Services or any claims relating to this agreement or any content shall

not exceed the amounts, if any, paid by you to us during the past twelve months in connection with your access to the Services.

The Services are controlled and operated in the United States. We make no representations that the Services is appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition.

These limitations of liability herein do not exclude any product liability claims, statutory consumer rights, damages associated with personal injury or resulting from our intentional misconduct, recklessness, fraud, or gross negligence.

RELEASE AND INDEMNIFICATION

You agree to release, indemnify and hold harmless us, our parents, subsidiaries, affiliates, directors, members, officers, employees, agents and third party licensors, third-party publishers, necessary third-party platform providers, from and against any and all liabilities, losses, damages, claims and expenses, including, without limitation, attorneys' fees, with respect to (i) your access, misuse of, or reliance upon, the Service, (ii) your actual or alleged violation or breach of this Agreement or rights of another, (iii) Content provided by you or through use of your account, including any claims of infringement of intellectual property or other proprietary rights, or privacy rights, of any third party with respect to the Content, and/or (iv) your acts or omissions.

You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder. For the avoidance of doubt, this section shall survive the termination of this Agreement. This provision does not require you to indemnify us for any unconscionable commercial practice by another party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Service.

TERM AND TERMINATION

This Agreement is effective until terminated by us or you. We shall have the right to terminate this Agreement including, without limitation, your right to access and use the Services, at any time in our sole discretion and without advance notice to you.

The licenses granted herein by us shall automatically terminate without advance notice if you fail to comply with any material provision of this Agreement. You may terminate this Agreement at any time by deleting your user account on the Services and discontinuing use of any and all parts of the Services.

LOCAL GOVERNING LAW

In any circumstances where the Agreement to Arbitrate Disputes permits the parties to litigate in court, these Terms of Use shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to its conflicts of law principles. You further expressly consent and agree to submit to the exclusive jurisdiction and venue of a court of competent jurisdiction located in the State of Missouri. No software from these Services may be downloaded, exported or re-exported in violation of any law including,

without limitation, to countries that are subject to U.S. export restrictions.

DISPUTES AND ARBITRATION

Please read this section carefully. It may significantly affect your legal rights, including your right to file a lawsuit in court and to have a jury hear your claims. It contains procedures for mandatory binding arbitration and a class action waiver.

WE BOTH AGREE TO ARBITRATE: You and Edgewell agree to resolve any claims relating to these Terms of Use through final and binding arbitration, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights (for example, trademark, trade secret, copyright, or patent rights). Under such circumstances, we may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS. Any dispute, controversy, or claim arising out of or relating to these Terms of Use shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures in front of one arbitrator. If there is a conflict between JAMS Rules and the rules set forth in these Terms of Use, the rules set forth in these Terms of Use will govern. The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS jamsadr.com or 1-800-352-5267. To initiate arbitration, you or we must do the following things:

1. Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at jamsadr.com.
2. Send three copies of the Demand for Arbitration, plus the appropriate filing fee to: JAMS to your local JAMS office or to JAMS, Two Embarcadero Center, Suite 1500, San Francisco, CA 94111.
3. Send one copy of the Demand for Arbitration to the other party.

Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. If travelling to the State of New York is a burden, you may participate in the arbitration by phone or via document submission to the fullest extent allowable by the arbitrator. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys' fees). Arbitration under this

agreement shall be held in the United States in the State of New York under New York law without regard to its conflict of laws provisions. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

The arbitrator will decide the rights and liabilities, if any, of you and Edgewell, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and these Terms of Use. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

The parties hereby waive their constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and us in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND EDGEWELL WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. You acknowledge that you have been advised that you may consult with an attorney in deciding to accept this agreement to arbitrate.

You can decline this agreement to arbitrate by emailing us at LegalEPC@Edgewell.com and providing the requested information as follows: (1) your name; (2) the URL of Terms of Use; (3) your address; (4) your phone number; (5) and clear statement that you wish to opt out of this arbitration provision in the Terms of Use. The Opt-Out Notice must be emailed no later than 30 days after the date you first accept the Terms of Use by using the Services.

SEVERABILITY

If any provision in this Agreement is invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of this Agreement shall remain in effect.

ASSIGNMENT, SUBLICENSE OR TRANSFER

You may not assign, sublicense, or transfer this Agreement or any rights or obligations hereunder without our prior written consent. Any such attempted assignment, sublicense, or transfer will be null and void and we, in our sole discretion, shall have the right to

immediately terminate this Agreement.

ENTIRE AGREEMENT

This Agreement sets forth the entire understanding and agreement between the parties relating to its subject matter. All provisions that should by their nature survive the termination of this Agreement shall survive the expiration of this Agreement including, without limitation, the rights and licenses you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, no class action, and no trial by jury. Any waiver of or promise not to enforce any right under this Agreement shall not be enforceable unless evidenced by a writing signed by the party making said waiver or promise.

The No Warranties and Disclaimer of Liability sections do not apply to New Jersey residents.

MODIFICATIONS

We may make changes to the Terms of Use and other terms and conditions of the Agreement from time to time in our sole discretion, by updating these Terms of Use on this Site, and specifying the effective date of the new version of the Terms of Use. The "Last Updated" date at the top of these Terms of Use will indicate when the latest changes were made.