

BEAUTYtheory, LLC

Terms of Use

Welcome to BEAUTYtheory, and thank you for visiting the www.mybeautytheory.com website and for registering with BEAUTYtheory. This Agreement sets forth the legal terms and conditions of your use of the BEAUTYtheory website.

1. Acceptance of Terms.

BEAUTYtheory Company ("BEAUTYtheory" or "we", "us", "our") provides access to the BEAUTYtheory website, located at www.mybeautytheory.com, (the "website") subject to your acceptance of this website User Agreement ("Agreement"). BY USING the www.mybeautytheory.com website, YOU AGREE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. If you do not agree to be bound by the terms of this Agreement, you will not be able to proceed with the BEAUTYtheory Independent Brand Advisor (IBA) or Customer registration process or use the service.

When using a particular feature of the website, you may also be subject to any posted guidelines, rules, privacy policies, or other contractual provision as noted. BEAUTYtheory may update this Agreement from time to time without prior notice to you. We encourage you to review this Agreement periodically for any updates or changes.

2. Eligibility.

You represent and warrant that you are at least 18 years old and are of sufficient legal age to use the website and to enter into the binding legal obligations you may incur as a result of use of the website. You agree to be financially responsible for any liability you may incur as a result of using the website.

3. Use of the website.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE INTERNET. You understand that BEAUTYtheory cannot and does not guarantee or warrant that files available for downloading from the website will be free of infection or viruses, worms, Trojan horses, time bombs, cancelbots or other computer programming routines that are intended to intercept or expropriate any system, data or personal information, or to damage, detrimentally interfere with any system. You are responsible for implementing sufficient firewalls, virus protections and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the website for the reconstruction of any lost data.

5. Online Conduct.

(a) Independent Brand Advisors and Customers agree that they are solely responsible for the content or information they publish, post or display on the website, or transmit to other IBAs and Customers. You agree to use the Service in a manner consistent with any and all applicable laws and regulations that you will not post any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law. You agree that you will not post on the website, or transmit to other IBAs and Customers or employees, any defamatory, inaccurate, abusive, obscene, profane, offensive sexually oriented, threatening, harassing, racially offensive, or illegal material, comments, suggestions, photos, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). Please notify us of any material contained on the website that you believe infringes these rules by sending an email to compliance@mybeautytheory.com.

(b) You will not engage in advertising to, or solicitation of, other IBAs or Customers to buy or sell any products or services through the website. You will not transmit any chain letters, spam or junk email to other IBAs and Customers.

(c) You will not harvest or collect personal information about IBAs or Customers whether or not for commercial purposes, without consent. You will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the website or its contents. You will not "frame" or "mirror" any part of the website, without our prior written authorization. You also shall not use metatags or code or other devices containing any reference to BEAUTYtheory.com or the website in order to direct any person to any other website for any purpose. You will not modify, adapt, sub-license, translate, sell, reverse engineer, decipher, de-compile or otherwise disassemble any portion of the website or any software used on or for the website or cause others to do so.

(d) You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.

(e) We reserve the right to terminate or restrict your access to the website if, in our opinion, your use of the website may violate any laws, infringe upon another person's rights or violate the terms of this Agreement.

6. Links to Other websites.

BEAUTYtheory expends great efforts to provide only high quality web resources that are valuable and appropriate. However, because BEAUTYtheory does not have control over the changing nature of content on sites that may be listed in its links, BEAUTYtheory lists third party sites for use at the user's risk and explicitly disclaims any responsibility for the accuracy, content, or availability of information the resources may contain. Subsequently, BEAUTYtheory does not warrant or guarantee that information from any listed site will not contain material that is inaccurate, or which some individuals may deem inappropriate or objectionable.

7. Intellectual Property.

(a). The contents of the website, such as text, graphics, logos, audio clips, video, photographs, software, and other information (the "Content") is the property of BEAUTYtheory and/or its IBAs or partners, and is protected by federal and international copyright and trademark laws, or other proprietary rights. These rights are protected in all forms, media and technologies existing now or hereinafter developed. You may print and download portions of material from the different areas of the website solely for your personal non-commercial use or your non-commercial use or as otherwise permitted in writing. No portion of the Content may be reprinted, republished, modified, or distributed in any form without the express written permission of BEAUTYtheory, unless otherwise noted. Certain content may be licensed from third parties and all such third party content and all intellectual property rights related to the content belong to the respective third parties. You may not remove, alter or modify any copyright, trademark or other intellectual property or proprietary notice or legend contained on the website or the Content. Any rights not expressly granted by this Agreement or any applicable end-user license agreements are reserved by BEAUTYtheory.

(b) BEAUTYtheory, logos, and all product and service names, company names, and other logos, unless otherwise noted, are trademarks and/or trade dress of BEAUTYtheory Company. The use or misuse of any Marks or any other materials contained on the website, without the prior written permission of their owner, is expressly prohibited. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent or trademark of BEAUTYtheory or any third party.

ANY UNAUTHORIZED USE OF ANY MATERIALS CONTAINED ON THIS WEBSITE MAY VIOLATE COPYRIGHT LAWS, TRADEMARK LAWS, THE LAWS OF PRIVACY AND PUBLICITY, AND COMMUNICATIONS REGULATIONS AND STATUTES.

9. Disclaimer of Warranty and Limitation of Liability.

THE INFORMATION, SERVICES, PRODUCTS, AND MATERIALS CONTAINED IN THIS WEBSITE ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE

LAW, BEAUTYTHEORY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH INFORMATION, SERVICES, PRODUCTS, AND MATERIALS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN ADDITION, BEAUTYTHEORY DOES NOT WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS WEBSITE IS CURRENT, COMPLETE, OR ERROR-FREE. BEAUTYTHEORY DOES NOT WARRANT OR GUARANTEE THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE BEAUTYTHEORY SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; SOME STATES/PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

UNDER NO CIRCUMSTANCES AND IN NO EVENT SHALL BEAUTYTHEORY BE LIABLE TO CUSTOMER/PROMOTER FOR ANY AMOUNT IN EXCESS OF THE FEES ACTUALLY PAID BY CUSTOMER/PROMOTER DIRECTLY TO BEAUTYTHEORY FOR PRODUCTS OR SERVICES PROVIDED HEREUNDER.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL BEAUTYTHEORY, IT'S SUBSIDIARIES, ASSOCIATED ENTITIES, OFFICERS, EMPLOYEES, AGENTS, LICENSEES OR LICENSORS, OR ITS SUPPLIERS OR RESELLERS (EITHER JOINTLY OR SEVERALY) BE LIABLE TO YOU OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL DAMAGES OR OTHER LOSS OF ANY CHARACTER, RELATING TO THE WEBSITE, THE COMMUNITY OR CONTENT, THIS AGREEMENT OR ACTIVITIES RELATING THERETO EVEN IF BEAUTYTHEORY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, BEAUTYTHEORY'S LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

10. Accounts and Password.

(a) You are solely responsible for all activities within your account under your password and BEAUTYtheory identification number. Your password should be treated with care and should not be disclosed to anyone. You cannot use your password or anyone else's password for any unauthorized purpose. You indemnify BEAUTYtheory and its staff from all claims and liabilities made by a third party resulting from all activities incurred within your account.

(b) In consideration of your use of the website you agree to: (i) provide true, accurate, and current and complete information about yourself or your organization as prompted by the website (the "registration information"); and (ii) maintain and update the Registration Information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and decline to permit your continued use of the website and future access to the website.

11. Indemnification.

You agree to indemnify, defend and hold BEAUTYtheory and its IBAs, subsidiaries officers, directors, employees and agents harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including actual attorneys' fees) resulting from (i) your use, misuse or abuse of the website, (ii) your use or purchase of services or goods provided through the website, or (iii) your breach of any provision of this Agreement. You will cooperate as fully as reasonably required in BEAUTYtheory's defense of any claim. BEAUTYtheory reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of BEAUTYtheory.

12. Confidentiality.

For IBAs, your user license includes a revocable right to access and use certain trade secret, confidential, and proprietary business information, which includes, without limitation, sales organization information, i.e., information compiled by BEAUTYtheory that discloses or relates to all or part of the IBA's sales organization, including, without limitation, IBA lists, and all IBA contact and business performance information. You acknowledge that BEAUTYtheory is the exclusive owner of all such confidential information and agree to maintain all confidential information in strictest confidence and to use it only as authorized by BEAUTYtheory. You agree not to compile, organize, access, create lists of, or otherwise use confidential information except as authorized by BEAUTYtheory under the IBA Policies and Procedures, as amended.

13. Linking and Framing Policy.

(a) This website may contain links to other websites operated by third parties. The linked sites are not under our control and we are not responsible for their content. Such links do not imply our endorsement or guarantee of the products, information, or recommendations provided by any third party site. The third party site may have a privacy policy different from ours and may provide less security than this website. We disclaim all liability with regard to your access to such linked websites. We provide links to other sites as a service to users, and access to any other sites linked to this website is at your own risk.

(b) Unless you have a written agreement in effect with BEAUTYtheory that states otherwise, you may only provide a hyperlink to the website on another website only if the link is a text-only link clearly marked "BEAUTYtheory" or "www.mybeautytheory.com," and the link is directed to the URL www.mybeautytheory.com and not to other pages within the website. In addition, the link, when activated by a user, must display the website full-screen and not within a "frame" on the linking website. Further, the appearance, position and other aspects of the link must not be such as to damage or dilute the goodwill associated with the BEAUTYtheory name and trademarks or create the false appearance that BEAUTYtheory is associated with, approves of, or is a sponsor of, the linking website. BEAUTYtheory reserves the right to revoke its consent to any link at any time in its sole discretion.

14. License to use submitted material.

By posting or contributing content to the Site, or by providing any feedback, suggestions, ideas, and other submissions to BEAUTYtheory, you are granting BEAUTYtheory a non-exclusive, royalty-free, perpetual, and worldwide license to use your content in connection with the operation of the Services, including, without limitation, (a) the license rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your content, and/or to incorporate it into a collective work, and (b) the right to sublicense any or all of BEAUTYtheory's license rights to others. You further waive any and all moral rights in and to such content in favor of BEAUTYtheory. For greater certainty, this means that, among other things, BEAUTYtheory has the right to use any and all ideas you submit (including ideas about our products, services, publications or advertising campaigns) in any manner that we choose, without any notice or obligation to you whatsoever.

15. Acceptable and Lawful Use of the website.

(a) Any information provided to BEAUTYtheory in connection with use of the website: (i) shall not be false, inaccurate or misleading; (ii) shall not be obscene or indecent; (iii) shall not contain any viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to intercept or expropriate any system, data or personal information, or to damage, detrimentally interfere with any system.; (iv) shall not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (v) shall not be defamatory, libelous, unlawfully threatening or harassing; and (vi) shall not create liability for BEAUTYtheory or cause us to lose the services of our Internet service providers or other suppliers.

(b) You agree not to interfere or take action that results in interference with or disruption of the website or servers or networks connected to this website. You agree not to attempt to gain unauthorized access to other computer systems or networks connected to this website.

16. Anti-Spam Policy.

BEAUTYtheory strictly prohibits the sending of unsolicited bulk email (spam). Spam is defined for this purpose as sending messages similar in content to any persons, entities, newsgroups, forums, email lists, or other groups or lists unless prior consent has been obtained from the email recipient or unless there is a preexisting business or personal relationship with the email recipient. BEAUTYtheory also prohibits using false headers in emails or falsifying, forging or altering the origin of any email in connection with BEAUTYtheory, and/or its products and services. BEAUTYtheory prohibits engaging in any of the foregoing activities by using the service of another provider, remailer service, or otherwise. If you or anyone you know is "spammed" by someone who is selling or describing BEAUTYtheory's products, please contact us promptly so that we make take appropriate action.

17. Copyright Infringement.

(a) In appropriate circumstances and in our sole discretion, we may remove or disable access to material on any of our websites or hosted on our systems that may be infringing the copyright of others.

(b) Consistent with the Digital Millennium Copyright Act ("DMCA"), BEAUTYtheory will respond to a notice of alleged copyright infringement regarding any information available on our Site or through our Service. Please note that this procedure is exclusively for notifying us that copyrighted material has allegedly been infringed and matters other than informing BEAUTYtheory that copyrighted material may have been infringed will not receive a response through this process.

(c) Pursuant to the DMCA, your infringement notification must include the following information:

- An electronic or physical signature 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 upon;
- A description of where the material that you claim is infringing is located on the site, including a link or screenshot of the webpage containing the infringing material, if applicable;
- Your address, telephone number and e-mail address;
- A 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 authorized to act on the copyright owner's behalf.

(d) Please send your notice of copyright infringement to BEAUTYtheory's designated Copyright Agent as follows:

Compliance Office
BEAUTYtheory
compliance@mybeautytheory.com.

18. Governing Law, Jurisdiction and Venue.

This Agreement and access to the website shall be governed by and construed in accordance with the law of the state of Florida, exclusive of its choice of law rules and matters affecting copyrights, trademarks and patents under U.S. federal law. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the state of Florida and of the United States of America located in Florida for any litigation arising out of or relating to use of the website or purchases of services made through the website (and agree not to commence any litigation relating thereto except in such courts). You hereby irrevocably and unconditionally waive any objection to the laying of venue of any such litigation in the courts of the state of Florida and agree not to plead or claim in any court in the state of Florida that such litigation brought therein has been brought in an inconvenient forum.

19. Waiver.

No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. The terms and conditions of this Agreement may be waived or amended only in writing and only by the party that is entitled to the benefits of the term(s) or condition(s) being waived or amended. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

20. Severability.

In the event that one or more portions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision contained in this Agreement.

21. Headings.

The headings used throughout this Agreement are solely for the convenience of reference and are not to be used as an aid in the interpretation of this Agreement.

22. Assignment.

You may not assign your rights or delegate your responsibilities hereunder without the express written permission of BEAUTYtheory, except pursuant to the sale of your business, or all or substantially all of its assets. BEAUTYtheory may, at any time, assign its rights or delegate its obligations hereunder without notice to you.

23. Third Party Beneficiary Rights.

No person not a party to this Agreement is intended to be a beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

24. Changes to These Terms of Use.

We reserve the right, in our sole discretion, to change these Terms at any time. Updated versions of the Terms will be posted here on our website and are effective immediately. The date of the newest version is posted below. Please check back frequently, especially before you use our website, to see if these Terms have changed. Continued use of the website after any changes to the Terms constitutes your consent to such changes.

25. Contact Us.

If you have any concerns about the website or these Terms, please send an e-mail to customerservice@mybeautytheory.com, or call (800) 210-6964. We will make every reasonable effort to address your concerns and remedy any problems you bring to our attention.