

## **Standard Terms & Conditions for Use of the Équilibre Website and Products**

**Last updated: October 26, 2018.**

Thank you for visiting our site which is owned and operated by Équilibre, LLC (“Équilibre”, “We”, “Us”, or “Our”). Please read these Terms and Conditions (“Terms and Conditions”) carefully before using the services of this site (the “Site”).

THESE TERMS AND CONDITIONS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THIS SITE AND THE RELATED SERVICES, FEATURES, CONTENT, APPS, WIDGETS OFFERED OR ANY PURCHASES YOU MAKE VIA THE SITE.

These Terms and Conditions apply to all users of the Site, including, without limitation, users who are contributors of content, information and other materials or services on the Site. Your access and use of the Site will be subject to the version of the Terms and Conditions posted on the Site at the time of use. If you do not agree with the Terms and Conditions, then you do not have the right to access, view, register, download or otherwise use the Site or purchase any cosmetics, and, accordingly, you should not do so.

We may at our sole discretion change, add, or delete portions of these Terms and Conditions at any time on a going-forward basis. It is your responsibility to check these Terms and Conditions for changes prior to use of the Site, and in any event your continued use of the Site following the posting of changes to these Terms and Conditions constitutes your acceptance of any changes. We will notify you of any such material changes by posting notice of the changes on the Site, and/or, in our sole discretion, by email.

### **1. Privacy.**

PRIVACY. We have developed a Privacy Policy in order to inform you of its practices with respect to the collection, use, disclosure and protection of your information. You can find the Privacy Policy, which is incorporated into this Agreement, on our home page and by using this Site you agree to the terms of the Privacy Policy.

### **2. Products & Services for Personal Use.**

The products available on the Site, or promoted on any Équilibre medium, and any samples thereof we may provide to you, are for personal use only. You may not sell or resell any of the products or services, or samples that you purchase or otherwise receive from us. Customers may not purchase more than 30 units of a single item in one transaction and/or within a 24 hour window. We reserve the right, with or without notice, to cancel or reduce the quantity of any orders that we believe, in our sole discretion, may result in the violation of our Terms and Conditions.

The prices displayed on the site are quoted in U.S. dollars and Polish Zloty and are intended to be valid and effective only in the United States and Poland. We have the right to refuse or cancel orders placed, including but not limited to orders where the product(s) is listed at an incorrect price regardless of whether the order has been confirmed or your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we will issue a credit to your credit card account

We currently ship our products in the United States and Poland (if that language is selected on the Site), but we intend to provide our products in other countries in the future. If shipping products to other countries requires changes to our Terms and Conditions (including our Privacy Policy), we will update these Terms and Conditions.

**NOTWITHSTANDING THE FOREGOING**, if you are an Approved Retailer, you may purchase our products for resell purposes. To become an Approved Retailer, you or your business must complete and submit our Équilibre Retailer Application found on our Site.

### **3. Accuracy of Information.**

We attempt to be as accurate as possible when describing our products on the Site; however, we do not warrant that the product descriptions, colors, information or other content available on the Site are accurate, complete, reliable, current, or error-free.

This Site may contain typographical errors or inaccuracies and may not be complete or current. Équilibre therefore reserves the right to correct any errors, inaccuracies or omissions (including after an order has been submitted) and to change or update information at any time without prior notice. Please note that such errors, inaccuracies or omissions may relate to pricing and availability, and we reserve the right to cancel or refuse to accept any order placed based on incorrect pricing or availability information. We apologize for any inconvenience.

U.S. Food and Drug Administration or any other country's drug regulatory authorities and the results reported, if any, may not necessarily occur in all individuals. We are not offering products to diagnose, treat, cure or prevent any condition or disease. The Site is not a substitute for medical advice from your own health care practitioner. Please test all products before use.

### **4. Intellectual Property.**

Everything on the site, including ALL information and content available on the Site and its look and feel, including but not limited to trademarks, logos, service marks, features, functions, text, graphics, logos, button icons, images, audio clips, data compilations and software, and the compilation and organization thereof (collectively, the "Content") is the property of Équilibre, LLC or the property of our parents, subsidiaries, affiliates, partners or licensors, and is protected by United States and international laws, including laws governing copyrights and trademarks.

Neither the Content nor any portion of the Site may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without our express, prior written consent.

Requests for permission should be directed to our Connecticut office in the United States via email at HELLO@EQUILIBRE-COSMETICS.COM.

### **5. Your Obligations and Responsibilities.**

In the access or use of the Site you must comply with these Terms and Conditions and the special warnings or instructions for access or use posted on the Site. You must always act in accordance with the law and in good faith. It is strictly prohibited to use or contact the Site to harass or disparage Équilibre, its personnel, products or services. No unsolicited email (spam) may be directed to or through the Site. Users may not use the Site in order to transmit, distribute, display, store or destroy material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, patent, trademark, trade secret or other intellectual property rights of others or violate the privacy or publicity or other personal rights of others, or (c) that is libelous, obscene, threatening, abusive or hateful. If you default negligently or willfully in any of the obligations set forth in these Terms and Conditions (including our Privacy Policy), you shall be liable for all the losses and damages that this may cause to Équilibre, our affiliates, partners or licensors

### **6. Your account.**

You may choose to register an email address on our Site and you should review our Privacy Policy before you do so. If you do, you will have an email address/username and password for your account. You are responsible for maintaining the confidentiality of your account, username and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account, username and/or password. You are solely responsible for all content that you upload, post, email or otherwise transmit via or to the Site. You agree to provide only accurate, truthful information. We reserve the right to refuse service and/or terminate accounts without prior notice if you violate these Terms and Conditions or if we decide, in our sole discretion, that it would be in our best interests to do so.

### **7. Third Party Links.**

Équilibre may provide content of third parties ("Third Party Content") or links to website of third parties ("Third Party Sites") as a service to those interested in this information. Équilibre does not monitor, approve or have any control over any Third Party Content or the Third Party Sites and the inclusion of links to Third Party Content or Third Party Sites does not imply any association or relationship between Équilibre and such third party. Équilibre does not guarantee, endorse or adopt the accuracy or completeness of any Third Party Content or any Third Party Site. Équilibre is not responsible for updating or reviewing Third Party Content or Third Party Sites. Your use of Third Party Content and Third Party Sites is at your own risk. Third Party Content does not necessarily reflect the views of Équilibre.

### **8. Special Features, Functionality & Events.**

We are not responsible for the content of any off-website pages or any other websites linked to or from the Site. Links appearing on the Site are for convenience only and are not an endorsement by us, our parents, subsidiaries, our affiliates or our partners of the referenced content, product, service, or supplier. Your linking to or from any off-website pages or other

websites is at your own risk. We are in no way responsible for examining or evaluating, and we do not warrant the offerings of, off-website pages or any other websites linked to or from the Site, nor do we assume any responsibility or liability for the actions, content, products, or services of such pages and websites, including, without limitation, their privacy policies and terms and conditions. You should carefully review the terms and conditions and privacy policies of all off-website pages and other websites that you visit.

## **9. Submissions.**

Équilibre's default policy is to decline unsolicited suggestions and ideas. Notwithstanding our policy with regard to unsolicited suggestions and ideas, any inquiries, feedback, suggestions, ideas or other information you provide us (collectively, "Submissions") will be treated as non-proprietary and non-confidential. Subject to the terms of our Privacy Policy, by transmitting or posting any Submission, you hereby grant us a worldwide, non-exclusive, unrestricted, royalty-free, perpetual, irrevocable, assignable right and license to copy, use, reproduce, modify, adapt, translate, publish, license, distribute, sell or assign the Submission in any way as we see fit, including but not limited to copying in whole or in part, creating derivative works from, distributing and displaying any Submission in any form, media, or technology, whether now known or hereafter developed, alone or as part of other works, or using the Submission within or in connection with our products or services. You also acknowledge that your Submission will not be returned and we may use your Submission, and any ideas, concepts or know how contained therein, without payment of money or any other form of consideration, for any purpose including, without limitation, developing, manufacturing, distributing and marketing products.

If you make a Submission, you represent and warrant that you own or otherwise control the rights to your Submission. You further represent and warrant that such Submission does not constitute or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false email address, impersonate any person or entity, or otherwise mislead us as to the origin of any Submission. You agree to indemnify us for all claims arising from or in connection with any claims to any rights in any Submission or any damages arising from any Submission.

## **10. User Content.**

When you transmit, upload, post, share, distribute, reproduce, e-mail or otherwise make available data, text, software, music, sound, photographs, graphics, images, videos, messages or other materials ("User Content") on the Site in any manner (including, but not limited to, emails sent to us), you are entirely responsible for such User Content. Such User Content constitutes a Submission. This means that all third parties, and not us, are entirely responsible for all User Content that they post to the Site. You agree not to engage in or assist or encourage others to engage in transmitting, uploading, posting, e-mailing or otherwise making available on the Site User Content that:

(a) is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

- (b) you do not have a right to make available under any law or under contractual or fiduciary relationships;
- (c) is known by you to be false, inaccurate or misleading;
- (d) you were compensated for or granted any consideration by any third party; or
- (e) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party. In addition, you agree not to transmit, upload, post, e-mail, or otherwise make available any software viruses, unsolicited or unauthorized advertising, solicitation or promotional material, including chain letters, mass mailings, or any form of "spam." You further agree not to
  - (i) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity, including without limitation, an Équilibre representative or Artist, (ii) "stalk" or otherwise harass including advocating harassment of another, entrap or harm any third party including harming minors in any way; (iii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content; (iv) intentionally or unintentionally violate any applicable local, state, national or international law; or (v) collect or store personally identifiable data about other users.

We do not endorse or control the User Content transmitted or posted on the Site and therefore, we do not guarantee the accuracy, integrity or quality of User Content. You understand that by using the Site, you may be exposed to User Content that is offensive, indecent or objectionable to you. Under no circumstances will we be liable in any way for any User Content, including, without limitation, for any errors or omissions in any User Content, or for any loss or damage of any kind incurred by you as a result of the use of any User Content transmitted, uploaded, posted, e-mailed or otherwise made available via the Site. You hereby waive all rights to any claims against us for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with User Content.

You acknowledge that we have the right (but not the obligation) in our sole discretion to refuse to post or remove any User Content and we reserve the right to change, condense, or delete any User Content. Without limiting the generality of the foregoing or any other provision of these Terms and Conditions, we have the right to remove any User Content that violates these Terms and Conditions or is otherwise objectionable and we reserve the right to refuse service and/or terminate accounts without prior notice for any users who violate these Terms and Conditions or infringe the rights of others.

## **11. Copyright Infringement Notices.**

### Digital Millennium Copyright Act (DMCA) Notice

Pursuant to 17 U.S.C. Section 512, as amended by Title II of the Digital Millennium Copyright Act (the "Act"), Équilibre reserves the right, but not the obligation, to terminate your right to use the Site if Équilibre determines in its sole and absolute discretion that you are involved in any activity that may be infringing, including alleged acts of infringement, regardless of whether the material or activity is ultimately determined to be infringing. Équilibre accommodates and does not interfere with standard technical measures used by copyright owners to protect their

materials. In addition, pursuant to the Act, Équilibre has implemented or will implement procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act.

Équilibre respects the intellectual property of others. We maintain a policy that provides for the termination in appropriate circumstances of the Site's use privileges of users who are violators of our intellectual property rights. Consistent with the Digital Millennium Copyright Act, if you believe that copyrighted materials have been copied in a way that constitutes copyright infringement, please send an e-mail or written notice to our Designated Agent for notices of infringement and provide the following:

- I. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that you claim is infringed;
- II. Identification of the copyrighted work(s) that you claim has been infringed;
- III. A description of the material that you claim is infringing and the location of that material on the Site;
- IV. Your address, telephone number and email address;
- V. A statement by you that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- VI. 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.

You may contact the designated agent of Équilibre for claimed infringement via mail Attn: DMCA Agent, Équilibre, LLC, 360 Bloomfield Avenue, Ste 301, Windsor, Connecticut 06095.

After receiving a claim of infringement, we will process and investigate the claim and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, we will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity, and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We will take reasonable steps promptly to notify the user that we have removed or disabled access to such material.

## **12. Disclaimer of Warranties; Limitation of Liability.**

SUBJECT ONLY TO LIMITATIONS IMPOSED UNDER APPLICABLE LAW, THE SITE AND ITS CONTENT AND SERVICES ARE PRESENTED "AS IS." NEITHER WE NOR OUR PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, OR LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE SITE TERMS AND CONDITIONS OR THE SITE OR ITS CONTENTS OR SERVICES.

YOU AGREE THAT NEITHER WE NOR OUR PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, OR LICENSORS WILL BE RESPONSIBLE OR LIABLE IN CONTRACT, WARRANTY OR IN TORT (INCLUDING NEGLIGENCE) FOR ANY (a) INTERRUPTION OF BUSINESS; (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE SITE; (c) DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF OFF-WEBSITE LINKS ON THE SITE; (e) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE SITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY WEBSITES (f) ANY INACCURACIES OR OMISSIONS IN CONTENT OR (g) EVENTS BEYOND OUR REASONABLE CONTROL.

FURTHER, NEITHER WE NOR OUR PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, OR LICENSORS WILL BE LIABLE IN CONTRACT, WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE SITE OR YOUR USE THEREOF, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY FOR SUCH CLAIMS EXCEED ONE HUNDRED DOLLARS (\$100.00).

YOU AGREE THAT NO CLAIMS OR ACTION IN CONTRACT, WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE) ARISING OUT OF, OR RELATED TO, THE USE OF THE SITE OR THESE TERMS AND CONDITIONS MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION RELATING TO SUCH CLAIM OR ACTION AROSE. IF YOU ARE DISSATISFIED WITH THE SITE, TERMINATION OF YOUR USE OF THE SITE IS YOUR SOLE REMEDY. WE HAVE NO OTHER OBLIGATION, LIABILITY, OR RESPONSIBILITY TO YOU.

**IF YOU ARE A CALIFORNIA RESIDENT:**

YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

**SPECIAL NOTICE FOR NEW JERSEY USERS:**

BY USING THE SITE, YOU: (A) ASSUME ALL RISK OF LOSSES OR DAMAGES RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE; (B) IRREVOCABLY WAIVE ALL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) THAT MAY OCCUR AS A RESULT OF YOUR USE OF THE SITE; (C) EXPRESSLY

AGREE TO RELEASE AND DISCHARGE ÉQUILIBRE, AND ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RESULTING, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE SITE; AND (D) YOU VOLUNTARILY WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST ÉQUILIBRE FOR LOSSES OR DAMAGES, WHETHER BASED ON WARRANTY, AND ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

**13. Indemnification.**

You agree to defend, indemnify and hold harmless Équilibre, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of these Terms and Conditions or your use of the Site, including your contributions, any use of the Sites’ content, services and products other than as expressly authorized in these Terms and Conditions or your use of any information obtained from the Sites.

**14. Disputes.**

With respect to any dispute, claim, or controversy regarding the Site, all rights and obligations and all actions contemplated by these Terms and Conditions shall be governed by the laws of the State of Connecticut in the United States, as if the Terms and Conditions were a contract wholly entered into and wholly performed within Connecticut. ANY DISPUTE RELATING IN ANY WAY TO YOUR USE OF THE SITE, THESE SITE TERMS AND CONDITIONS, OR THE RELATIONSHIP BETWEEN THE PARTIES (OTHER THAN CLAIMS RELATING TO THE INTELLECTUAL PROPERTY RIGHTS OF ÉQUILIBRE OR OUR PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS OR LICENSORS OR CLAIMS IN EQUITY) SHALL BE SUBMITTED TO CONFIDENTIAL ARBITRATION IN CONNECTICUT AND YOU AGREE TO SUBMIT YOURSELF TO THE JURISDICTION AND PROCEEDINGS THEREOF. ARBITRATION MEANS THAT AN ARBITRATOR(S) WILL DECIDE THE CLAIM, AND YOU WILL NOT HAVE THE RIGHT TO SUE IN COURT OR TO HAVE A JUDGE OR JURY DECIDE YOUR CLAIM. YOUR RIGHTS TO PREHEARING EXCHANGE OF INFORMATION AND APPEALS MAY ALSO BE LIMITED IN ARBITRATION.

It is further agreed that any dispute over the scope of this arbitration provision and any dispute as to whether a claim is arbitral shall be submitted to the arbitrator for decision.

NOTWITHSTANDING THE FOREGOING, to the extent you have in any manner violated or threatened to violate our intellectual property rights or the intellectual property rights of our affiliates, partners or licensors or otherwise have a cause of action in equity, we may seek injunctive or other appropriate relief in any court of competent jurisdiction, or through arbitration



for these violations as well, and you consent to jurisdiction and venue in any such jurisdictional court for such preliminary injunctive purposes.

For individual consumers, Arbitration under this agreement shall be conducted under the Consumer Arbitration Rules and the Supplementary Procedures then prevailing with the American Arbitration Association. For businesses, legal entities and our Approved Dealers, Arbitration under this agreement shall be conducted under the Expedited Procedures of the Commercial Arbitration Rules then prevailing with the American Arbitration Association. All arbitrator's awards shall be binding and may be entered as a judgment in any court of competent jurisdiction.

You agree that any arbitration or proceeding shall be limited to the dispute between us and you individually, and (i) no arbitration or proceeding shall be joined with any other;

(ii) there is no right or authority for any dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

FOR ANY CLAIM WHERE THE TOTAL AMOUNT OF THE AWARD SOUGHT IS \$10,000 OR LESS, THE ARBITRATOR, YOU AND ÉQUILIBRE MUST ABIDE BY THE FOLLOWING RULES: (A) THE ARBITRATION SHALL BE CONDUCTED SOLELY BASED ON TELEPHONE OR ONLINE APPEARANCES AND/OR WRITTEN SUBMISSIONS; AND (B) THE ARBITRATION SHALL NOT INVOLVE ANY PERSONAL APPEARANCE BY THE PARTIES OR WITNESSES UNLESS OTHERWISE MUTUALLY AGREED BY THE PARTIES. IF THE CLAIM EXCEEDS \$10,000, THE RIGHT TO A HEARING WILL BE DETERMINED BY THE AAA RULES, AND THE HEARING (IF ANY) MUST TAKE PLACE IN CONNECTICUT.

NOTWITHSTANDING ANY PROVISION IN THESE TERMS TO THE CONTRARY, IF THE CLASS-ACTION WAIVER ABOVE IS DEEMED INVALID OR UNENFORCEABLE, YOU AGREE THAT YOU SHALL NOT SEEK TO, AND WAIVE ANY RIGHT TO, ARBITRATE CLASS OR COLLECTIVE CLAIMS. IF THE ARBITRATION PROVISION IN THIS SECTION IS FOUND UNENFORCEABLE OR TO NOT APPLY FOR A GIVEN DISPUTE, THEN THE PROCEEDING MUST BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF COMPETENT JURISDICTION OR THE UNITED STATES DISTRICT COURTS LOCATED IN CONNECTICUT, AS APPROPRIATE, AND YOU AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF EACH OF THESE COURTS FOR THE PURPOSE OF LITIGATING SUCH CLAIMS OR DISPUTES, AND YOU STILL WAIVE YOUR RIGHT TO A JURY TRIAL, WAIVE YOUR RIGHT TO INITIATE OR PROCEED IN A CLASS OR COLLECTIVE ACTION, AND REMAIN BOUND BY ANY AND ALL LIMITATIONS ON LIABILITY AND DAMAGES INCLUDED IN THESE TERMS AND CONDITIONS. THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

WILL SURVIVE TERMINATION OF YOUR USE OF THE SITE AND YOUR RELATIONSHIP WITH ÉQUILIBRE. THIS ARBITRATION AGREEMENT INVOLVES INTERSTATE COMMERCE AND, THEREFORE, SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1-16 (FAA), AND NOT BY STATE LAW. INFORMATION ON AAA AND HOW TO START ARBITRATION CAN BE FOUND AT WWW.ADR.ORG. IF YOU WISH TO INITIATE ARBITRATION AGAINST ÉQUILIBRE, YOU MUST SEND WRITTEN NOTICE TO ÉQUILIBRE AT THE ADDRESS BELOW:

Équilibre, LLC

360 Bloomfield Avenue, Suite 301, Windsor, CT 06095

**15. Consent to Receive Notices Electronically by Posting on the Site and Via Email.**

You consent to receive any agreements, notices, disclosures and other communications (collectively, "Notices") to which these Terms and Conditions refer from us electronically including without limitation by e-mail or by posting notices on this Site. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. To withdraw your consent to receive Notices electronically, you must notify us of your withdrawal of such consent by emailing us at

HELLO@EQUILIBRE-COSMETICS.COM and discontinue your use of this Site. In such event, all rights granted to you pursuant to these Terms and Conditions, hereof, shall automatically terminate.

Unfortunately, we cannot provide the benefits of this Site to any user that cannot consent to receipt of Notices electronically. Please note that this consent to receive Notices is entirely separate from any election you may make with respect to receipt of marketing communications. Your options with respect to receipt of marketing communications are set forth in our PRIVACY POLICY.

**16. General.**

You acknowledge and agree that these Terms and Conditions constitute the complete and exclusive agreement between us concerning your use of the Site, and supersede and govern all prior proposals, agreements, or other communications.

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time by posting the changes on the Site and providing notice of such change. Any changes are effective immediately upon posting to the Site and release of notice of such change. Your continued use of the Site thereafter constitutes your agreement to all such changed Terms and Conditions. We may, with or without prior notice, terminate any of the rights granted by these Terms and Conditions. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of the Site.

Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, or other form of joint enterprise between us. Our failure to require your performance of any provision hereof shall not affect our full right to require such performance at any time

thereafter, nor shall our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these Terms and Conditions shall be unenforceable or invalid under any applicable law or be so held by any applicable arbitral award or court decision, such unenforceability or invalidity shall not render these Terms and Conditions unenforceable or invalid as a whole but these Terms and Conditions shall be modified, to the extent possible, by the adjudicating entity to most fully reflect the original intent of the parties as reflected in the original provision. The headings in the Terms and Conditions are for convenience only and shall not be used in its interpretation.

If you have any questions regarding these Terms and Conditions, please email us at [HELLO@EQUILIBRE-COSMETICS.COM](mailto:HELLO@EQUILIBRE-COSMETICS.COM)