

# Customer Terms And Conditions

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*Last updated on December 17, 2020*

## Welcome to Mauj!

These Customer Terms & Conditions and any other terms, conditions, policies and rules posted on the website located at the URL [www.mauj.me](http://www.mauj.me) and any social media related thereto (together, the “Website”), including the Terms of Use and our Privacy Policy, each of which is incorporated by reference herein (collectively with these Customer Terms & Conditions, the “Website Terms”), constitute an agreement between Beauty Box LLC (“we”, “our”, “us”) and you, governing the purchase by you of any products or services offered for sale by us (each a “Product” or a “Service”) on the Website.

**WHEN YOU PURCHASE A PRODUCT OR SERVICE FROM THE WEBSITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE WEBSITE TERMS. IF YOU DO NOT AGREE TO THE WEBSITE TERMS OR TO ANY CHANGES WE MAY SUBSEQUENTLY MAKE TO THE WEBSITE TERMS, YOU SHOULD STOP USING THE WEBSITE AND DISCONTINUE PURCHASING PRODUCTS FROM THE WEBSITE.**

Your access to the Website and the right to purchase Products or Services from us is subject to your continued compliance with the Website Terms and all applicable laws. If you breach the Website Terms, your right to access the Website and purchase Products or Services will terminate immediately, without any further action by us.

We reserve the right to modify or update these Customer Terms & Conditions at any time for any reason, with or without prior notice to you, and any such changes to these Customer Terms & Conditions will supersede and replace any previous Customer Terms & Conditions effective immediately upon posting to this page. It is your responsibility to review these Customer Terms & Conditions as posted here for any changes. Your continued use of the Website after the posting of changes to these Customer Terms & Conditions will constitute your acceptance of such changes. For the avoidance of doubt, you should discontinue using the Website if you do not agree with any changes to these Customer Terms & Conditions.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our Products and Services to you.

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## 1. Eligibility to Purchase Products and Services

In order to make purchases on the Website, you represent that you are at least the age of majority in your country of residence and lawfully able to enter into and form contracts on the internet in accordance with such laws.

In order to make purchases on the Website, you will be required to provide information about yourself that is true, accurate, current and complete in all respects, including your last name, email address, shipping address and other requested information as indicated. Furthermore, you will be required to provide payment details that you represent, and warrant are both valid and correct and confirm that you are the person referred to in the “Billing” information provided.

By making an offer to purchase Products or Services, you expressly authorize us to perform credit checks and, where deemed necessary, to transmit or to obtain your credit card information or credit report information (including any update information) to or from third parties solely to authenticate your identity, to validate your credit/debit card, to obtain an initial credit card authorization and/or to authorize individual purchase transactions.

You may not use our Products or Services for any illegal or unauthorized purpose nor may you, in the use of the Products or Services, violate any laws in your jurisdiction.

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## **2. Products**

The images of the Products on our Website are for illustrative purposes only. Although we have made every effort to display the colors accurately, we cannot guarantee that a device's display of the colors accurately reflects the color of the products. Your Product may vary slightly from those images.

The packaging of the Product may vary from that shown in images on our Website.

All descriptions of Products/Services or Product/Service pricing are subject to change at anytime without notice, at our sole discretion. We reserve the right to discontinue any Product or Service at any time and to limit the sales of our Products to any person, geographic region or jurisdiction.

Products purchased by you must be for personal use or purchased as a gift and may not be re-sold or used for commercial purposes or for any other commercial benefit. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

You expressly agree that your use of, or inability to use, the Product is at your sole risk. All products are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

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## **3. Orders**

When placing an order, you must follow the instructions on the Website as to how to place your order and for making changes to your order before you submit it to us through the Website. All orders are subject to acceptance and availability and any Products in 'Your Bag' are not reserved and may be purchased by other customers until your order is complete and accepted by us.

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## 4. Acceptance of your Order

Once you place an order, you will receive an e-mail acknowledging the details of your order. We will not be obligated to supply a Product or Service to you until we have accepted your order for such Product or Service by e-mail stating that we are accepting your order.

We may, in our discretion, refuse to accept an order from you for any reason, including if we are unable to obtain authorization for payment, if shipping restrictions apply to a particular item or are withdrawn or you do not meet the eligibility criteria set out in these Customer Terms & Conditions.

We will not be liable to you or any third-party by reason of our withdrawing any Product(s)/Service(s) from the Website, whether or not the Product(s)/Service(s) have been sold, our refusing to process a transaction or unwinding or suspending any transaction after processing has begun and our removing or editing any content on the Website.

If you discover that you have made a mistake with your order after you have submitted it to us, please contact us immediately by e-mail to [customerservice@mauj.me](mailto:customerservice@mauj.me)

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## 5. Prices

Prices shown on the Website are in US Dollars and are exclusive of taxes. Once you select a Product or Service that you wish to order and place it in 'Your Bag,' you may see all charges you must pay, including taxes, if applicable, , on the Review page by clicking "checkout" in 'Your Bag'. We are offering worldwide free shipping, but you will be responsible for payment of any customs duties in the destination country. You are also responsible for verifying the possibilities of importing the ordered items with respect to the governing laws of the destination country.

If the price for a Product or Service in your order changes before we accept your order, we will contact you and ask you to confirm that you wish to proceed with the order at the amended price. While every effort is made to ensure that details on the Website are accurate, we may from time to time discover an error in the pricing of Products or Services. If we discover an error in the pricing of a Product or Service in your order, we will notify you as soon as possible. We will not be under any obligation to accept or fulfill an order for a Product or Service that was advertised at an incorrect price and reserve the right to cancel such an order that has been accepted or is in transit.

If you order a Product or Service that is priced incorrectly for any reason, we will e-mail or telephone you to inform you that we have not accepted your order and/or that the relevant part of your order has been cancelled. If you or your credit/debit card company have already paid for the Product(s) or Service(s), we will refund the full amount as soon as reasonably practicable. In the event that Products are recalled in transit, we will process your refund once the Products have been returned to us.

If you are a customer whose credit/debit card is not denominated in US Dollars, your final price will be calculated in accordance with the applicable exchange rate on the day your credit/debit card issuer processes the transaction.

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## 6. Payment

If you choose a direct payment gateway to complete your purchase, then Shopify stores your credit card data. It is encrypted through the Payment Card Industry Data Security Standard (PCI-DSS).

Your purchase transaction data is stored only as long as is necessary to complete your purchase transaction. After that is complete, your purchase transaction information is deleted.

All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover.

PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.

For more insight, you may also want to read Shopify's Terms of Service: <https://www.shopify.com/legal/terms> or Privacy Statement <https://www.shopify.com/legal/privacy>.

You own a Product or have the right to receive a Service once we have received payment in full.

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## 7. Delivery

Although it is our intention to deliver Product(s)/Service(s) in accordance with any confirmed delivery date we have given to you for any order which we accept, we cannot guarantee any firm delivery dates.

We will endeavor to notify you if we anticipate that we will be unable to meet a confirmed delivery date, but in no event will we be responsible for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

Upon delivery of an order, you agree to inspect the Product(s) for the correct quantities and any obvious faults, defects or damage.

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## 8. Returns

Our Products are non-returnable, unless they are faulty.

Products are faulty if they are received damaged or where a manufacturing fault occurs within 1 year of your order. Products that are damaged as a result of normal wear and tear are not considered faulty.

If you return a damaged or faulty Product we will inspect the Product and at our discretion, either replace the Product or refund the full purchase price of the Product and taxes, if applicable.

We will replace the goods or refund you provided that the defect or fault is not caused by normal wear and tear, damage caused deliberately or accidentally, negligence or if you fail to follow product care instructions or if the goods have been misused, altered or repaired without our approval.

Returning Products is always at your risk. If you return any Product for any reason, you must ensure that it is adequately packaged and insured. We will not accept any

responsibility for damage caused by inadequate packaging by you or if the Product is damaged or lost while being returned to us.

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## 9. Termination

Beauty Box reserves the right, in its sole discretion, to terminate these Customer Terms & Conditions or any portion thereof at any time, without notice. Our rights under these Customer Terms & Conditions will expressly survive termination of these Customer Terms & Conditions, the cessation of your use of or access to the Website, and/or cancellation of your subscription. 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 Customer Terms & Conditions are effective unless and until terminated by either you or us. You may terminate these Customer Terms & Conditions at any time by providing us [7] days notice.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Customer Terms & Conditions, 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 Products and Services (or any part thereof).

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## 10. Governing Law and Jurisdiction

These Customer Terms & Conditions and any dispute that may arise between you and Beauty Box will 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 CUSTOMER TERMS & CONDITIONS AND YOUR USE OF THE WEBSITE WILL 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. ANY CAUSE OF ACTION YOU MAY HAVE 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 Customer Terms & Conditions, 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.