

Website Terms of Use

1. Welcome to Mauj

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

These Terms of Use constitute an agreement between Beauty Box and you, the visitor, governing your access and use of the Website.

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

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

2. Acceptance of these Terms of Use

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

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

Your access to and use of the Website is subject to your continued compliance with these Terms of Use and all applicable laws. Your right to access and use the Website will terminate immediately, without any further action by us, if you breach these Terms of Use.

3. Modification and Changes to Terms of Use

We reserve the right, in our sole discretion, to modify or update these Terms of Use at any time for any reason, with or without prior notice to you, and any such changes to these Terms of Use will supersede and replace any previous Terms of Use effective immediately upon posting to this page. It is your responsibility to periodically review these Terms of Use as posted here for any changes. Your continued use of the Website after the posting of changes to these Terms of Use 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 Terms of Use.

4. License to Use the Website

We are pleased to grant you a non-exclusive, revocable, limited license to use the Website solely for your personal and non-commercial use. You may only use the Website in the manner in which the Content (as defined below) you access is intended and in compliance with these Terms of Use and with any and all applicable federal, state, local and international laws, rules and regulations.

You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer or sell any Content, software, products or services contained within the Website without our express written consent.

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

All rights not expressly granted to you in these Terms of Use are reserved and retained by us.

The licenses granted terminate if you do not comply with these Terms of Use and/or any other Website terms and conditions.

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

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

5. Children's Online Privacy Protection Act Notification

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

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

6. Our Newsletter

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

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

Please allow 48 hours for termination to take effect. Following termination, you will

not receive any further communications from us unless and until you re-register. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

7. Termination

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

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

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

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

8. Intellectual Property Rights

The Website and its content, features and functionality, including, without limitation, information, software, text, graphics, logos, button icons, images, audio clips, video clips, data compilations and the design, selection and arrangement thereof, are the exclusive property of Beauty Box or other content suppliers, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, and may not be used or exploited in any way without our prior written consent.

No right, title or interest in or to the Website or any Content is transferred to you and all rights not expressly granted are reserved. Any use of the Website that is not expressly permitted by these Terms of Use may be a breach of these Terms of Use and may violate copyright, trademark and other laws.

In addition to the intellectual property rights mentioned above, for purposes of these Terms of Use, “Content” is defined as all information such as the “look and feel” of the Website, data files, graphics, text, photographs, drawings, logos, images, sounds, music and video and audio files on the Website.

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

Beauty Box and its suppliers make no warranties about the Content or about results to be obtained from using the Website. You bear the entire risk of the completeness, accuracy or usefulness of any Content found on the Website. Beauty Box reserves the

right to withdraw, temporarily or permanently, any Content from the Website at any time and for any reason and such removal may be immediate and without notice.

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

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

9. Restrictions

You may not under any circumstances:

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

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

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

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

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

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

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

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

Attempt to reverse engineer any aspect of the Website or attempt to derive the source code (including the tools, methods, processes and infrastructure) that enables

or underlies the Website, create any derivative works or materials of any kind using the Content, whether or not you intend to give away the derivative materials free of charge, or otherwise build a business utilizing any aspect of the Website.

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

10. Privacy and Communications

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

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

11. Modification or Suspension of the Website and Right to Terminate Your Use of the Website

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

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

12. Linked Destinations and Advertising

The Website may contain links to other websites, including, but not limited to, advertisements and other content posted by us or by third-parties (“Linked Sites”). You may also navigate to the Website from links, often provided by us, deployed by third parties in their social media, advertisements and other marketing activities (the

locations where these links are placed are also considered Linked Sites). Access to or from Linked Sites is made available by Beauty Box only as a convenience. Such Linked Sites are not owned, operated or controlled by us and if you visit Linked Sites, you do so entirely at your own risk and subject to the terms of use and privacy policies of such Linked Sites. Please be careful to read the terms of use and privacy policies of any Linked Sites before you provide any personal or other information to, or engage in any activity on, such Linked Sites. Any terms, conditions, warranties or representations included in the Linked Sites are solely between you and the relevant providers of the Linked Sites. You cannot rely on our Terms of Use and/or our Privacy Policy to govern your use of another website or destination.

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

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

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

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

14. Disclaimers

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

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

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

15. Warranty Disclaimer

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

ACCORDINGLY, THE WEBSITE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITH NO REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND AND YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK. BEAUTY BOX EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED, REGARDING THE WEBSITE, INFORMATION, SOFTWARE, PRODUCTS, SERVICES OR RELATED GRAPHICS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY PURPOSE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, COMPATIBILITY, SECURITY AND ACCURACY, AND ALL WARRANTIES THAT MAY ARISE FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. IN STATES AND JURISDICTIONS IN WHICH THE EXCLUSION OF WARRANTY IS PROHIBITED, SUCH EXCLUSIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED.

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

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

16. Medical Information

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ALL MEDICAL AND WELLNESS INFORMATION PROVIDED ON THE WEBSITE, INCLUDING ALL TEXT, PHOTOGRAPHS, IMAGES, ILLUSTRATIONS, GRAPHICS, AUDIO, VIDEO AND AUDIO-VIDEO CLIPS, AND OTHER MATERIALS, IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (i) THE ADVICE OF YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, (ii) A VISIT, CALL OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, OR (iii) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL.

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

YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF ANY CONTENT PRESENTED ON OR VIA THE WEBSITE AND YOU

SHOULD NOT USE THE WEBSITE OR ANY CONTENT AVAILABLE THROUGH OR VIA THE WEBSITE FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. THE TRANSMISSION AND RECEIPT OF ANY CONTENT, IN WHOLE OR IN PART, OR COMMUNICATION VIA THE INTERNET, E-MAIL OR OTHER MEANS DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND BEAUTY BOX.

17. Indemnity and Release

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

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

18. Limitations on Liability

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

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

IN NO EVENT SHALL OUR TOTAL LIABILITY FOR ALL DAMAGES, LOSSES OR CAUSES

OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU TO US, IF ANY, FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO USE OF THE WEBSITE OR \$50 (WHICHEVER IS LESS).

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

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

19. Law and Jurisdiction

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

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

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

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

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

20. Waiver and Severability

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

21. Assignment

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

22. Admissibility

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

23. Entire Agreement

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