

Terms of service

TERMS OF SERVICE – Beauty Below LLC

1. All information (“Information”) that you read or see at this Site is protected by copyright or other intellectual property laws. The contents (“Contents”) are owned by Beauty Below LLC, its affiliates, or other third parties from whom Beauty Below LLC has received certain legal rights. You may not report, modify, publish, sell, reproduce, distribute, post, display, transmit, or in any way exploit any of this Site’s Contents for commercial purposes. You may, if you wish, download and retain on a disk or in hard drive form a single copy of the Contents of this Site for personal, non-commercial purposes as long as you do not remove any proprietary notices.
2. While Beauty Below LLC has made reasonable efforts to include Information at this site that is accurate and timely, Beauty Below LLC makes no representations or warranties as to the accuracy of such information and, specifically, Beauty Below LLC assumes no liability or responsibility for any errors or omissions in the Information or the Contents of this Site. Moreover, Beauty Below LLC neither warrants nor represents that your use of the Information will not infringe the rights of third parties who are not affiliated with Beauty Below LLC. Your access to and use of this Site are at your own risk, and neither Beauty Below LLC nor any party involved in the creation, transmittal, or maintenance of this Site shall be liable to you for any direct, indirect, consequential, incidental, or punitive damages of any kind allegedly arising out of your access or use of this Site, or your inability to access or use this Site. Notwithstanding anything to the contrary contained herein, the Contents of this Site are provided to you on an “AS IS” basis and specifically **WITHOUT WARRANTY OF ANY KIND, WHETHER**

EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Please note that some jurisdictions may not permit the exclusion of implied warranties and, as a result, some of the exclusions referenced above may not apply to you. You should check your local laws for any limitations or restrictions which might impact you.

3. Beauty Below LLC assumes no responsibility and shall not be liable for any damages to, or any viruses that may infect, your computer equipment resulting from your access to or use of this Site, or the downloading of any Information from this Site.
4. The trademarks, logos, and service marks ("Trademarks") displayed throughout the Site are registered and unregistered Trademarks of Beauty Below LLC Company and third-party licensors. No license, right, or permission is granted to you for any use of the Trademarks by you or anyone authorized by you. Misuse of the Trademarks is strictly prohibited and Beauty Below LLC will aggressively enforce its intellectual property rights to the fullest extent of the law, including the pursuit of criminal prosecution whenever and wherever necessary.
5. The pictures and images of people, products, places, or things displayed on this Site are either the property of Beauty Below LLC or are used with the permission of third parties. Any use of such pictures or images by you or anyone authorized or affiliated with you is strictly prohibited. Unauthorized uses of pictures and images may violate copyright or trademark laws, privacy laws, or communication laws or regulations.
6. Descriptions of Beauty Below LLC products contained within the Site shall not constitute product labeling. You should use Beauty Below LLC products in accordance with the instructions contained on the cartons and labels found on those products in the country of purchase.

7. Internet users located in countries that are subject to U.S. trade embargo laws and regulations are prohibited from accessing this Site and are asked to promptly exit at this time.
8. Any communication or material transmitted to this Site by electronic mail or other means shall be treated as non-confidential and non-proprietary. This includes ideas, suggestions, comments, questions, and any other information or data. Anything submitted to Beauty Below LLC can be used, reproduced, transmitted, disclosed, or published by Beauty Below LLC or its affiliates without restriction or compensation.
9. Beauty Below LLC has not reviewed all of the sites which are linked to this Site. As a result, Beauty Below LLC is not responsible for the content of such linked sites and your linking to such sites is at your own risk.
10. Beauty Below LLC reserves the right to alter or delete any material from the Content of this Site at any time. Beauty Below LLC further reserves the right to discontinue this Site at any time and without notice.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to any conflicts of law provisions. Any cause of action with respect to this Site or this Agreement must be filed in the County of Mecklenburg, State of North Carolina within one year after the cause of action has accrued; unless such a filing is made in accordance with such rules, the cause shall be permanently barred.

SMS/MMS MOBILE MESSAGE MARKETING PROGRAM TERMS AND CONDITIONS

Beauty Below (hereinafter, "We," "Us," "Our") is offering a mobile messaging program (the "Program"), which you agree to use and participate in subject to these Mobile Messaging Terms and Conditions and Privacy Policy (the "Agreement"). By opting in to or participating in any of our Programs, you accept and agree to these terms and

conditions, including, without limitation, your agreement to resolve any disputes with us through binding, individual-only arbitration, as detailed in the "Dispute Resolution" section below. This Agreement is limited to the Program and is not intended to modify other Terms and Conditions or Privacy Policy that may govern the relationship between you and Us in other contexts.

User Opt-In: The Program allows Users to receive SMS/MMS mobile messages by affirmatively opting into the Program, such as through online or application-based enrollment forms. Regardless of the opt-in method, you utilized to join the Program, you agree that this Agreement applies to your participation in the Program. By participating in the Program, you agree to receive auto-dialed or prerecorded marketing mobile messages at the phone number associated with your opt-in, and you understand that consent is not required to make any purchase from Us. While you consent to receive messages sent using an auto dialer, the foregoing shall not be interpreted to suggest or imply that any or all of Our mobile messages are sent using an automatic telephone dialing system ("ATDS" or "auto dialer"). Message and data rates may apply.

User Opt-Out: If you do not wish to continue participating in the Program or no longer agree to this Agreement, you agree to reply STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to any mobile message from Us in order to opt-out of the Program. You may receive an additional mobile message confirming your decision to opt-out. You understand and agree that the foregoing options are the only reasonable methods of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out.

Duty to Notify and Indemnify: If at any time you intend to stop using the

mobile telephone number that has been used to subscribe to the Program, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will complete the User Opt-Out process set forth above prior to ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these terms and conditions. You further agree that, if you discontinue the use of your mobile telephone number without notifying Us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by Us, or any party that assists in the delivery of the mobile messages, as a result of claims brought by an individual(s) who are later assigned that mobile telephone number. This duty and agreement shall survive any cancellation or termination of your agreement to participate in any of our Programs.

YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

Program Description: Without limiting the scope of the Program, users that opt into the Program can expect to receive messages concerning the marketing and sale of digital and physical products, services, and events.

Cost and Frequency: Message and data rates may apply. The Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with Us.

Support Instructions: For support regarding the Program, text "HELP" to the number you received messages from or email us at info@beautybelowmd.com. Please note that the use of this email address is not an acceptable method of opting out of the program. Opt-outs must be submitted in accordance with the procedures set forth above.

MMS Disclosure: The Program will send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.

Our Disclaimer of Warranty: The Program is offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage, or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Our control. T-Mobile is not liable for delayed or undelivered mobile messages.

Participant Requirements: You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with a text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text-messaging instructions.

Age Restriction: You may not use or engage with the Platform if you are under eighteen (18) years of age. By using or engaging with the Platform, you acknowledge and agree that you are not under the age of eighteen (18) years of age and you also acknowledge and agree that you are permitted by your jurisdiction's Applicable Law to use and/or engage with the Platform.

Prohibited Content: You acknowledge and agree to not send any prohibited content over the Platform. Prohibited content includes:

- Any fraudulent, libelous, defamatory, scandalous, threatening, harassing, or stalking activity;
- Objectionable content, including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;
- Pirated computer programs, viruses, worms, Trojan horses, or other harmful code;
- Any product, service, or promotion that is unlawful where such product, service, or promotion thereof is received;
- Any content that implicates and/or references personal health information that is protected by the Health Insurance Portability and Accountability Act ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITEC" Act); and
- Any other content that is prohibited by Applicable Law in the jurisdiction from which the message is sent.

Dispute Resolution: In the event that there is a dispute, claim, or controversy between you and Us, or between you and Mailchimp LLC or any other third-party service provider acting on Our behalf to transmit the mobile messages within the scope of the Program, arising out of or relating to federal or state statutory claims, common law claims, this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim, or controversy will be, to the fullest extent permitted by law, determined by arbitration in Huntersville, North Carolina before one arbitrator. The parties agree to submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. Except as otherwise provided herein, the arbitrator shall apply the substantive laws of the Federal Judicial Circuit in which Momentum Intimacy's principal place of

business is located, without regard to its conflict of laws rules. Within ten (10) calendar days after the arbitration demand is served upon a party, the parties must jointly select an arbitrator with at least five years' experience in that capacity and who has knowledge of and experience with the subject matter of the dispute. If the parties do not agree on an arbitrator within ten (10) calendar days, a party may petition the AAA to appoint an arbitrator, who must satisfy the same experience requirement. In the event of a dispute, the arbitrator shall decide the enforceability and interpretation of this arbitration agreement in accordance with the Federal Arbitration Act ("FAA"). The parties also agree that the AAA's rules governing Emergency Measures of Protection shall apply in lieu of seeking emergency injunctive relief from a court. The decision of the arbitrator shall be final and binding, and no party shall have rights of appeal except for those provided in section 10 of the FAA. Each party shall bear its share of the fees paid for the arbitrator and the administration of the arbitration; however, the arbitrator shall have the power to order one party to pay all or any portion of such fees as part of a well-reasoned decision. The parties agree that the arbitrator shall have the authority to award attorneys' fees only to the extent expressly authorized by statute or contract. The arbitrator shall have no authority to award punitive damages and each party hereby waives any right to seek or recover punitive damages with respect to any dispute resolved by arbitration. The parties agree to arbitrate solely on an individual basis, and this agreement does not permit class arbitration, or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. If any term or provision of this Section is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Section or invalidate or render unenforceable such term or provision in any other jurisdiction. If for any reason a dispute proceeds in court rather than in arbitration, the parties hereby waive any right to a jury

trial. This arbitration provision shall survive any cancellation or termination of your agreement to participate in any of our Programs.

Miscellaneous: You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features, changes, updates, or improvements of the Program shall be subject to this Agreement unless explicitly stated otherwise in writing. We reserve the right to change this Agreement from time to time. Any updates to this Agreement shall be communicated to you. You acknowledge your responsibility to review this Agreement from time to time and to be aware of any such changes. By continuing to participate in the Program after any such changes, you accept this Agreement, as modified.

TECHNOLOGY TERMS OF USE- Beauty Below LLC

PLEASE READ THESE TERMS OF USE CAREFULLY BECAUSE THEY DESCRIBE YOUR RIGHTS AND RESPONSIBILITIES This is the official Terms of Use Agreement ("Agreement") for www.BeautyBelowMD.com ("Site," "we," "us," or "our"), an Internet website offered in cooperation or connection with the manufacturer of intimate skincare products ("Beauty Below LLC"), and this Agreement applies whether you are accessing the Site via a personal computer, a mobile device or any other technology or devices now known or hereafter developed or discovered (each, a "Device").

The Beauty Below Site (www.BeautyBelowMD.com) is provided by Beauty Below LLC. This Agreement governs only the content, features, and activities related to this Site and does not cover websites for any other Beauty Below LLC website, the Parent Companies and any subsidiaries and affiliates of the Parent Companies (collectively, "Affiliates"), or any other company, unless specifically stated.

This Site is offered and made available only to users 18 years of age or older who reside in the United States of America, its territories, and its possessions ("U.S."). If you are not yet 18 years old or the required greater age for certain features, do not reside in the U.S., and/or do not meet any other eligibility requirements, please discontinue using the Site immediately or, if for any reason, you do not agree with all of the terms and conditions contained in this Agreement, please discontinue using the Site immediately because by using or attempting to use the Site, you certify that you are at least 18 years of age or other required greater age for certain features and meet any other eligibility and residency requirements of the Site.

These terms and conditions regarding your use of the Site constitute a legally binding agreement between you and the Site and the Parent Companies. In this Agreement, the term "Site" includes all websites and web pages within the Site as well as any equivalent, mirror, replacement, substitute, or backup Websites and web pages that are associated with the Site. By using this Site, you understand, acknowledge, and agree that you will abide by the terms of this Agreement and any additional terms that govern certain products and services, which will be presented in conjunction with those products and services ("Additional Terms"), including, but not limited to, the User Content Submission Agreement which governs your submission of User Content as such term is defined therein. The Site may also provide rules of participation ("Rules") for certain activities and services including, but not limited to, contests and sweepstakes, award programs, membership clubs, email, and dating services. The Site's Additional Terms and the Privacy Policy and the Rules are hereby incorporated in this Agreement by reference. To the extent that there is a conflict

between this Agreement and Additional Terms for the activity in which you choose to participate, the Additional Terms shall govern. To the extent that there is a conflict between this Agreement and the specific Rules for the activity in which you choose to participate, the Rules shall govern. This Agreement will remain in full force and effect as long as you are a user of the Site and in the event of termination of any membership, service, or feature, you will still be bound by your obligations under this Agreement, the Privacy Policy, any Additional Terms or Rules, including any indemnifications, warranties, and limitations of liability.

The words “use” or “using” in this Agreement means any time an individual (a “user”), directly or indirectly, with or without the aid of a machine or device, does or attempts to access, interact with use, display, view, print or copy from the Site, transmit, receive or exchange data or communicate with the Site, or in any way utilizes, benefits, takes advantage of or interacts with any function, service or feature of the Site, for any purpose whatsoever. This Agreement does not cover your rights or responsibilities with respect to third-party content or sites or any links that may direct your browser or your connection to third-party sites or pages. This is the entire and exclusive Agreement between you and us regarding the use of the Site and it cannot be modified, except as specifically described below in Section 2.

- **REGISTRATION**

Please read our Privacy Policy, which describes the personally identifiable information (“Personal Information”) we collect, use, disclose, manage and store. As part of the registration process for the feature or function, you will fill in your name and email. No username and password are required for registration. Confirmation of registration is required to proceed.

- **MODIFICATIONS**

We reserve the right, at any time and from time to time, for any reason in our sole discretion, to change the terms of this Agreement. We will post or display notices of material changes on the Site and/or e-mail

you or notify you upon registration about these changes; the form of such notice is at our discretion. Once we post them on the Site, these changes become effective immediately and if you use the Site after they become effective it will signify your agreement to be bound by the changes. You should check back frequently and review the terms and conditions of this Agreement, including, but not limited to, the User Content Submission Agreement, other Additional Terms, Rules, and Privacy Policy, regularly so you are aware of the most current rights and obligations that apply to you and the terms and conditions of your agreement with us.

• OWNERSHIP OF INTELLECTUAL PROPERTY

The contents of this Site, including all Site software, design, text, images, photographs, illustrations, audio and video material, artwork, graphic material, databases, proprietary information, and all copyrightable or otherwise legally protectable elements of the Site, including, without limitation, the selection, sequence and 'look and feel' and arrangement of items, and all trademarks, service marks and trade names (individually and/or collectively, "Material"), are the property of the Parent Companies, and their Affiliates, and any of their successors and assigns, and any of their respective licensors, Advertisers (as defined below), suppliers, and operational service providers and are legally protected, without limitation, under U.S. Federal and State, as well as applicable foreign laws, regulations and treaties. Unless the context clearly requires otherwise or we explicitly say so in writing, the term "Site" includes "Material" as well. The Site is to be used solely for your noncommercial, non-exclusive, non-assignable, non-transferable, and limited personal use and for no other purposes. You must not alter, delete or conceal any copyright or other notices contained on the Site, including notices on any Material you download, transmit, display, print, or reproduce from the Site. You shall not, nor will you allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast, or circulate to any third party (including, without limitation, on or via a third party website), or otherwise use, any Material without the express prior written consent of Beauty Below

LLC or its owner if Beauty Below LLC is not the owner. Any unauthorized or prohibited use of any Material may subject you to civil liability, criminal prosecution, or both, under applicable federal, state, and local laws. We require users to respect our copyrights, trademarks, and other intellectual property rights. We likewise respect the intellectual property of others. On notice, we will act expeditiously to remove content on the Site that infringes the copyright rights of others and will disable the access to the Site and its services of anyone who uses them to repeatedly infringe the intellectual property rights of others.

We take the protection of copyrights, both our own and others, very seriously. We, therefore, employ multiple measures to prevent copyright infringement over this Site and to promptly end any infringement that might occur. If you believe that the Site contains elements that infringe your copyrights in your work, please follow the procedures set forth in our Copyright Compliance Policy.

- **ADVERTISING**

From time to time, you may communicate with, receive communications from, be re-directed to, interact with, or participate in or use the services or obtain goods and services of or from, third parties (collectively, the "Advertisers") such as our advertisers, sponsors, or promotional partners, as a result of your use of the Site. All such communication, interaction, and participation is strictly and solely between you and such Advertisers and we shall not be responsible or liable to you in any way in connection with these activities or transactions (including, without limitation, any representations, warranties, covenants, contracts or other terms or conditions that may exist between you and the Advertiser or any goods or services you may purchase or obtain from any Advertiser).

- **RULES OF CONDUCT**

Your use of the Site is subject to all applicable local, state, national laws and regulations and, in some cases, international treaties. You are solely responsible for all activities, acts, and omissions that occur in, from, through, or after your registration. You shall not use, allow, or

enable others to use the Site, or knowingly condone the use of this Site by others, in any manner that is, attempts to, or is likely to.

Be libelous, defamatory, indecent, vulgar, or obscene, pornographic, sexually explicit or sexually suggestive, racially, culturally, or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory, or abusive, or which may or may appear to impersonate anyone else; affect us adversely or reflect negatively on us, the Site, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else, or discourage any person, firm or enterprise from using all or any portion, features or functions of the Site, or from advertising, linking or becoming a supplier to us in connection with the Site;

Send or result in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called "spamming" and "phishing"; be used for commercial or business purposes, including, without limitation, advertising, marketing, or offering goods or services, whether or not for financial or any other form of compensation or through linking with any other website or web pages;

Transmit, distribute or upload programs or material that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horses, spyware, or other potentially harmful programs or other material or information;

Forge any TCP/IP packet header or part of the header information in any email or newsgroup posting for any reason;

Violate any laws, regulations (including, without limitation, laws regarding the transmission of technical data or software exported from the United States), judicial or governmental order or any treaties, or violate or infringe upon any intellectual property rights, rights of publicity or privacy or any other rights of ours or of any other person, firm or enterprise; gain unauthorized access to the Site, personally

identifiable information or other computers, websites or pages, connected or linked to the Site or to use the Site in any manner which violates or is inconsistent with the terms and conditions of this Agreement;

Modify, disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of the Site or the rights of use and enjoyment of the Site by any other person, firm or enterprise; or

Collect, obtain, compile, gather, transmit, reproduce, delete, revise, view or display any material or information, whether personally identifiable or not, posted by or concerning any other person, firm or enterprise, in connection with their or your use of the Site, unless you have obtained the express, prior permission of such other person, firm or enterprise to do so.

- **WIRELESS MARKETING SERVICES AND PROMOTIONAL OPPORTUNITIES**

Beauty Below LLC may provide users and viewers with the opportunity to register for special promotions, services, news, programming, and information delivered via text messaging and other wireless devices such as mobile phones. Users are required to provide their consent to receive such information from Beauty Below LLC (BeautyBelowMD.com), either by registering on this Site or via their wireless Device. Such services and promotional opportunities are provided by the Parent Companies or Affiliates for Beauty Below LLC. The information requested as part of the online registration process is a user's telephone number or a wireless email address, but only if specifically requested, and the carrier's name. Optional information may be requested for specific promotions, such as a user's preferences regarding goods or services, choices of music or artists, or other similar survey information. Depending on the promotion, we may also collect an Internet email address or other information and, depending on the information collected, the user may also be required to confirm his or her agreement to this Agreement and, including without limitation, the Privacy Policy.

Users that register for marketing services acknowledge, understand, and agree that they will be charged by the user's wireless carrier for all messages sent to the user from Beauty Below LLC. Standard messaging rates will apply unless noted otherwise. Under no circumstances will Beauty Below LLC, the Parent Companies, or any Affiliates be responsible for any wireless email or text messaging charges incurred by a user or by a person that has access to a user's wireless device, telephone number, or email address.

A user understands, acknowledges, and agrees that Beauty Below LLC may, at its sole discretion and without liability to any user, terminate its offer of any specific wireless marketing service or all wireless marketing services at any time without advance notice. Beauty Below LLC may provide notice of terminations or changes in services on this Site.

- **VIRAL FEATURES**

There may be portions of our Site, content, functionality, or features (e.g, digital streaming media player(s)) ("Viral Features") that we make available to users for your personal use. While we can obviously change how, to whom, and to what extent we make these Viral Features available at any time without any notice and in our sole discretion, so long as they are available to you, whenever you visit our Site or take advantage of any of these Viral Features (whether you use these Viral Features on your own personal or customized web pages, whether they are displayed or appear embedded or housed within a web page or website of anyone else, whether a commercial website or web page, an advertisement, promotional message or even a personalized or customized web page of a friend or through any device that can access any of these Viral Features) you agree not to download any content made available as part of the Viral Features and acknowledge that such content is available only for streaming viewing and, further, that you are bound by the applicable provisions of this Agreement and our Privacy Policy.

- **POSTINGS**

Your comments, suggestions, and information are important to us. Portions of this Site may provide you and other users an opportunity to participate in forum services, product reviews, blogs, web communities, and other message and communication facilities ("Communities") and may provide you with the opportunity, through such Communities or otherwise, to submit, post, display, transmit and/or exchange (a) information, ideas, opinions, messages or other information ("Post" or "Postings") and (b) User Content (as defined in the User Content Submission Agreement), your submission of which is also governed by the terms and conditions therein, and considered a Posting for purposes of this Agreement. You understand, acknowledge, and agree that such Postings are the sole responsibility of the person from which such Postings originated. This means that you are solely and entirely responsible for the consequences of all Postings that you upload, post, email, transmit or otherwise make available via the Site. Postings do not reflect the views of the Site, Momentum Intimacy LLC, the Parent Companies, or the Affiliates. We reserve the right to monitor, edit or screen any Postings. If we determine, in our sole discretion and judgment, that any Posting does or may violate any of the terms of this Agreement, we reserve the right, at any time and without limiting any and all other rights we may have under this Agreement, at law or in equity, to (a) refuse to allow you to Post; (b) remove and delete Postings; (c) revoke your right to use the Site; and/or (d) use any technological, legal, operational or other means available to us to enforce the provisions of this Agreement, including, without limitation, blocking specific IP addresses or reporting you to law enforcement.

If a Posting originates from you or your account, you hereby agree that: (a) you specifically authorize the Site, Beauty Below LLC, the Parent Companies and their Affiliates to use such Posting in whole or in part, throughout the universe, in perpetuity in or on any and all media, now known or hereafter devised, and alone or together with or as part of other information, content and/or material of any kind or nature; (b) you represent and warrant that (i) the Posting is original to you and/or

fully cleared for use as contemplated herein, (ii) the Posting does and will not, in any way, violate or breach any of the terms of this Agreement, (iii) the Posting does not contain libelous, tortious, or otherwise unlawful information, infringe or violate any copyright or other right, or contain any matter the publication or sale of which will violate any federal or state statute or regulation, (iv) the Posting is not obscene or in any other manner unlawful, (v) the Posting shall not be injurious to the health of any user, and (vi) we shall not be required to pay or incur any sums to any person or entity as a result of our use or exploitation of the Posting; and (c) if your Posting incorporates the name, logo, brand, service or trademark, voice, likeness or image of any person, firm or enterprise, you specifically represent and warrant that (i) you have the right to grant the Site, Beauty Below LLC, the Parent Companies and their Affiliates the right to use all such Postings as described above, (ii) the Posting was produced in compliance with all applicable laws and regulations and (iii) for any User Content Posting that contains original videos, you will comply with any applicable identification verification and record-keeping requirements, and you will secure and maintain the requisite personal information and identification documentation for all individuals who appear in any such original videos, as may be required by law and/or otherwise requested or required by us in connection with our corporate compliance policies and practices, which includes (y) the individual's full legal name, current address, date of birth and (z) a legible photocopy of a valid government-issued identification document (e.g., a U.S. passport, state driver's license or valid photo ID card) to verify the individual's identity. With the submission of each such Posting, Beauty Below LLC, the Parent Companies and the Affiliates reserve the right to request that you, and upon such request, you must, deliver a full and complete set of such identification verification records to us, as well as a legible photocopy of your valid driver's license, passport or other acceptable government-issued photo identification for our verification and record-keeping purposes. In addition, you specifically acknowledge and agree to abide by our policies regarding governmental certification procedures relating to the foregoing identification verification and record-keeping procedures and, if applicable, you will promptly comply with any

specific requests or directions we give you in connection with Postings you submit that may be subject to these requirements.

You understand, acknowledge, and agree that we have the right to delete, re-format, and/or change your Postings in any manner that we may determine (although you will not be responsible for any such changes made). The amount of storage space on the Site is limited. Some Postings may not be processed due to space constraints or outbound message limitations. You understand, acknowledge, and agree that we assume no responsibility for the deletion of Postings or any failure to store, receive or deliver Postings in a timely manner or any other matter relating to Postings. Posting is for noncommercial purposes only and you may not Post in any manner which does or is intended to promote or generate revenue for any business enterprise or commercial activity.

If you believe that any content on the Site (including, without limitation, Postings) violates any of the terms of this Agreement (except for any notices covered by the Copyright Compliance Policy), please send us a message about it by emailing us at info@BeautyBelowMD.com (please refer to our Copyright Compliance Policy for any notices covered by the Copyright Compliance Policy). We cannot guarantee that we will respond to your message and we reserve the right to take or refrain from taking any or all steps available to us once we receive any such message.

- **CONTESTS, SWEEPSTAKES, AUCTIONS, AND PROMOTIONS**

From time to time, Beauty Below LLC, the Parent Companies', the Affiliates' or the Site's operational service providers, suppliers, and Advertisers, may conduct promotions on or through the Site, including, without limitation, auctions, contests, and sweepstakes ("Promotions"). Each Promotion may have Additional Terms and/or Rules which will be posted or otherwise made available to you and, for purposes of each Promotion, will be deemed incorporated into and form a part of this Agreement.

• **CERTAIN PRODUCTS AND SERVICES**

a. RSS Feeds and Podcasts The Site may provide RSS Feeds (“RSS Feeds”) consisting of selected text, audio, video, and photographic content (“Content”) from the Site that is provided over the Internet using an XML feed. Certain RSS Feeds may be podcasts (“Podcasts”) which may include as part of the Content an associated audio, video, and/or photographic file where the audio and/or video file may be downloaded and played from a user’s Device or transferred to a portable listening device. Certain software and hardware is required for users to download and view and/or play Content through RSS Feeds. Content is protected by U.S. Federal and State laws, and applicable foreign laws, regulations, and treaties, and all rights in and to the Content are reserved to Beauty Below LLC or the content provider. Content is available for personal, noncommercial use only, and you may download, copy and/or transfer to a Device or through a Device to another Device the RSS Feeds and associated Content for your personal, non-commercial use only. You shall not, nor will you allow any third party to, reproduce, modify, create derivative works of, display, perform, publish, distribute, disseminate, broadcast, or circulate to any third party, or otherwise use any Content except as expressly authorized in this Section 11. By your access to and use of RSS Feeds, you understand, acknowledge, and agree that the Site, BeautyBelowMD.com from Beauty Below LLC, the Parent Companies, and their Affiliates do not warrant that its RSS Feeds will operate on all user equipment. Please see the “Disclaimer and Limitations of Liability” section below for further details.

b. Mobile Applications If Beauty Below LLC offers products and services through applications available on your wireless or another mobile device (such as a mobile phone) (the “Mobile Application Services”), these Mobile Application Services are governed by the Additional Terms governing the applicable Mobile Application Service. We do not charge for these Mobile Application Services unless otherwise provided in the applicable Additional Terms. However, your wireless carrier’s standard messaging rates and other messaging, data, and other rates and charges will apply to certain Mobile Application

Services. You should check with your carrier to find out what plans your carrier offers and how much the plans cost. In addition, the use or availability of certain Mobile Application Services may be prohibited or restricted by your wireless carrier, and not all Mobile Application Services may work with all wireless carriers or Devices. Therefore, you should check with your wireless carrier to find out if the Mobile Application Services are available for your wireless Device, and what restrictions, if any, may be applicable to your use of such Mobile Application Services. If you change or deactivate your wireless telephone number, you agree to promptly update your Mobile Application Services account information to ensure that your messages are not sent to the person that subsequently acquires your old number. Under no circumstances will Beauty Below LLC, the Parent Companies, or any Affiliates be responsible for any wireless email, text messaging, or other charges incurred by a user (or any person that has access to a user's wireless device, telephone number, or email address) using any Mobile Application Services.

- **HYPERLINKS TO THIRD PARTY SITES**

The appearance, availability, or your use of URLs or hyperlinks referenced or included anywhere on the Site or any other form of link or re-direction of your connection to, with, or through the Site, does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of, the Site, Beauty Below LLC, the Parent Companies or any of their Affiliates, any of their successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, Advertisers, suppliers, and operational service providers. We do not verify, endorse or have any responsibility for any such third party sites, their business practices (including their privacy policies), or any goods or services associated with or obtained in connection with any such site, whether the Site's, Beauty Below LLC, the Parent Companies or any of their Affiliates' logo or sponsorship identification is on the third party site as part of a co-branding or promotional arrangement. If any third party site obtains or collects Personal Information from you, in no event shall we assume or have any responsibility or liability.

• **DISCLAIMER AND LIMITATIONS OF LIABILITY**

THIS SITE AND ALL MATERIALS, PRODUCTS, AND POSTINGS ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THE SITE WILL BE AVAILABLE FOR USE, OR THAT ALL PRODUCTS, FEATURES, FUNCTIONS OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. Without limiting the foregoing, we are not responsible or liable for any malicious code, delays, inaccuracies, errors, or omissions arising out of your use of the Site. You understand, acknowledge, and agree that you are assuming the entire risk as to the quality, accuracy, performance, timeliness, adequacy, completeness, correctness, authenticity, security, and validity of any and all features and functions of the Site, including, without limitation, Postings and Materials associated with your use of the Site.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THIS SITE, Beauty Below LLC, THE PARENT COMPANIES, ANY OF THEIR AFFILIATES, OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATIONAL SERVICE PROVIDERS, ADVERTISERS, OR SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF THE SITE OR FROM THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

Notwithstanding any claim that a sole or exclusive remedy which is provided in this Agreement may or does fail of its essential purpose, you specifically acknowledge and agree that your sole and exclusive remedy for any loss or damage shall be to have the Parent Companies, upon written notice from you to us, attempt to repair, correct or replace any deficient goods or services under this Agreement and, if repair, correction or replacement is not reasonably commercially practicable

for the Parent Companies, to refund any monies actually paid by you for the Products involved and to terminate and discontinue your use of the Site. You further understand and acknowledge the capacity of the Site, in the aggregate and for each user, is limited. Consequently, some messages and transmissions may not be processed in a timely fashion or at all, and some features or functions may be restricted or delayed or become completely inoperable. As a result, you acknowledge and agree that the Parent Companies assume no liability, responsibility, or obligation to transmit, process, store, receive or deliver transactions or Postings or for any failure or delay associated with any Postings and you are hereby expressly advised not to rely upon the timeliness or performance of the Site for any transactions or Postings. Some jurisdictions do not allow for the exclusion of certain warranties or certain limitations on damages and remedies; accordingly, some of the exclusions and limitations described in this Agreement may not apply to you.

• INDEMNIFICATION

You agree to indemnify, defend and hold the Site, Beauty Below LLC, the Parent Companies, and any of their affiliates, or any of their successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, Advertisers, suppliers, and operational service providers harmless from and against any and all claims, actions, losses, expenses, damages, and costs (including reasonable attorneys' fees), resulting from any breach or violation of this Agreement by you, or public posting of your Postings.

The Parent Companies reserves the right to assume, at its sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with the Parent Companies in the defense of any such claim, action, settlement or compromise negotiations, as requested by the Parent Companies.

• ADS AND MALWARE

We take great care and pride in creating this Site. We are always on the lookout for technical glitches that affect how the Site works. When we find them on our end, we will fix them. Unfortunately, your home computer may cause some glitches that affect how you see our Site – and that is beyond our control.

If you experience any unusual behavior, content, or ads on the Site, it may be the result of Malware on your computer. Malware – short for MALICIOUS SOFTWARE – is a term used to broadly classify a form of software that is installed in a computer system with malicious intentions, usually without the owner’s knowledge or permission. Malware includes computer viruses, key loggers, malicious active content, rogue programs, and dialers, among others. While we continuously work closely with our partners to ensure that everything on the Site is working properly, sometimes Malware programs on your personal computer may interfere with your experience on our Site and on other sites that you visit.

We suggest that you take some of the following actions which may help to clean your computer and which could prevent future installations of Malware. - Update your computer via Windows Update (found in the Tools menu in your Internet Explorer web browser). - Install a SpyWare Removal Tool such as Spybot Search and Destroy or AdAware to clean your computer of Malware. - Install antivirus software, such as Norton anti-virus or McAfee Virus-shield. - Install Microsoft Defender (for Windows computers).

Please note that we cannot be responsible for the effects of any third-party software including Malware on your computer system. Please make sure to carefully read the Help or Customer Support areas of any software download site. If you do discover any Malware on your system, we also suggest you speak with a qualified computer technician.

- **PRIVACY**

We respect your privacy and the use and protection of your Personal Information. Please see our Privacy Policy for important information and disclosures relating to the collection and use of your Personal Information in connection with your use of the Site.

- **LAW THAT APPLIES TO THIS AGREEMENT;
MISCELLANEOUS TERMS**

This Agreement, together with any Additional Terms, Rules, our Privacy Policy, and any other regulations, procedures, and policies which we refer to and which are hereby incorporated by reference, contains the entire understanding and agreement between you and the Site and supersedes any and all prior or inconsistent understandings relating to the Site and your use of the Site. This Agreement cannot be changed or terminated orally. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, this will not affect any other provisions and the Agreement will be deemed amended to the extent necessary to make it legal, valid, and enforceable. Any provision which must survive in order to allow us to enforce its meaning shall survive the termination of this Agreement; however, no action arising out of this Agreement or your use of the Site, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose).

This Agreement and your use of the Site is governed by, construed, and enforced in accordance with the internal substantive laws of the State of North Carolina (notwithstanding the State's conflict of laws provisions) applicable to contracts made, executed, and wholly performed in North Carolina, and, for the purposes of any and all legal or equitable actions, you specifically agree and submit to the exclusive jurisdiction and venue of the State and Federal Courts situated in the State and County of North Carolina and agree you will not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum non conveniens or otherwise. To the extent it may be applicable, you agree to opt-out from and expressly exclude any applicability of the Uniform Computer Information Transactions Act. **IN ANY ACTION**

OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THIS AGREEMENT, YOUR USE OF THE SITE OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

SMS/MMS MOBILE MESSAGE MARKETING PROGRAM TERMS AND CONDITIONS

Beauty Below LLC (hereinafter, "We," "Us," "Our") is offering a mobile messaging program (the "Program"), which you agree to use and participate in subject to these Mobile Messaging Terms and Conditions and Privacy Policy (the "Agreement"). By opting in to or participating in any of our Programs, you accept and agree to these terms and conditions, including, without limitation, your agreement to resolve any disputes with us through binding, individual-only arbitration, as detailed in the "Dispute Resolution" section below. This Agreement is limited to the Program and is not intended to modify other Terms and Conditions or Privacy Policy that may govern the relationship between you and Us in other contexts.

User Opt-In: The Program allows Users to receive SMS/MMS mobile messages by affirmatively opting into the Program, such as through online or application-based enrollment forms. Regardless of the opt-in method, you utilized to join the Program, you agree that this Agreement applies to your participation in the Program. By participating in the Program, you agree to receive auto-dialed or prerecorded marketing mobile messages at the phone number associated with your opt-in, and you understand that consent is not required to make any purchase from Us. While you consent to receive messages sent using an auto dialer, the foregoing shall not be interpreted to suggest or imply that any or all of Our mobile messages are sent using an automatic telephone dialing system ("ATDS" or "auto dialer"). Message and data rates may apply.

User Opt-Out: If you do not wish to continue participating in the Program or no longer agree to this Agreement, you agree to reply STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to any mobile message from Us in order to opt-out of the Program. You may receive an additional mobile message confirming your decision to opt-out. You understand and agree that the foregoing options are the only reasonable methods of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out.

Duty to Notify and Indemnify: If at any time you intend to stop using the mobile telephone number that has been used to subscribe to the Program, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will complete the User Opt-Out process set forth above prior to ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these terms and conditions. You further agree that, if you discontinue the use of your mobile telephone number without notifying Us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by Us, or any party that assists in the delivery of the mobile messages, as a result of claims brought by an individual(s) who are later assigned that mobile telephone number. This duty and agreement shall survive any cancellation or termination of your agreement to participate in any of our Programs.

YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO

CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

Program Description: Without limiting the scope of the Program, users that opt into the Program can expect to receive messages concerning the marketing and sale of digital and physical products, services, and events.

Cost and Frequency: Message and data rates may apply. The Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with Us.

Support Instructions: For support regarding the Program, text "HELP" to the number you received messages from or email us at info@BeautyBelowMD.com. Please note that the use of this email address is not an acceptable method of opting out of the program. Opt-outs must be submitted in accordance with the procedures set forth above.

MMS Disclosure: The Program will send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.

Our Disclaimer of Warranty: The Program is offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage, or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Our control. T-Mobile is not liable for delayed or undelivered mobile messages.

Participant Requirements: You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with a text messaging

service. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text-messaging instructions.

Age Restriction: You may not use or engage with the Platform if you are under eighteen (18) years of age. By using or engaging with the Platform, you acknowledge and agree that you are not under the age of eighteen (18) years or are of adult age in your jurisdiction. By using or engaging with the Platform, you also acknowledge and agree that you are permitted by your jurisdiction's Applicable Law to use and/or engage with the Platform.

Prohibited Content: You acknowledge and agree to not send any prohibited content over the Platform. Prohibited content includes:

- Any fraudulent, libelous, defamatory, scandalous, threatening, harassing, or stalking activity;
- Objectionable content, including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;
- Pirated computer programs, viruses, worms, Trojan horses, or other harmful code;
- Any product, service, or promotion that is unlawful where such product, service, or promotion thereof is received;
- Any content that implicates and/or references personal health information that is protected by the Health Insurance Portability and Accountability Act ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITEC" Act); and
- Any other content that is prohibited by Applicable Law in the jurisdiction from which the message is sent.

Dispute Resolution: In the event that there is a dispute, claim, or controversy between you and Us, or between you and MailChimp or any other third-party service provider acting on Our behalf to transmit the mobile messages within the scope of the Program, arising out of or

relating to federal or state statutory claims, common law claims, this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim, or controversy will be, to the fullest extent permitted by law, determined by arbitration in Atlanta, Georgia before one arbitrator.

The parties agree to submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. Except as otherwise provided herein, the arbitrator shall apply the substantive laws of the Federal Judicial Circuit in which Beauty Below's principle place of business is located, without regard to its conflict of laws rules. Within ten (10) calendar days after the arbitration demand is served upon a party, the parties must jointly select an arbitrator with at least five years' experience in that capacity and who has knowledge of and experience with the subject matter of the dispute. If the parties do not agree on an arbitrator within ten (10) calendar days, a party may petition the AAA to appoint an arbitrator, who must satisfy the same experience requirement. In the event of a dispute, the arbitrator shall decide the enforceability and interpretation of this arbitration agreement in accordance with the Federal Arbitration Act ("FAA"). The parties also agree that the AAA's rules governing Emergency Measures of Protection shall apply in lieu of seeking emergency injunctive relief from a court. The decision of the arbitrator shall be final and binding, and no party shall have rights of appeal except for those provided in section 10 of the FAA. Each party shall bear its share of the fees paid for the arbitrator and the administration of the arbitration; however, the arbitrator shall have the power to order one party to pay all or any portion of such fees as part of a well-reasoned decision. The parties agree that the arbitrator shall have the authority to award attorneys' fees only to the extent expressly authorized by statute or contract. The arbitrator shall have no authority to award punitive damages and each party hereby waives any right to seek or recover punitive damages with respect to any dispute resolved by arbitration. The parties agree to arbitrate solely on an individual basis, and this agreement does not

permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. If any term or provision of this Section is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Section or invalidate or render unenforceable such term or provision in any other jurisdiction. If for any reason a dispute proceeds in court rather than in arbitration, the parties hereby waive any right to a jury trial. This arbitration provision shall survive any cancellation or termination of your agreement to participate in any of our Programs.

Miscellaneous: You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features, changes, updates, or improvements of the Program shall be subject to this Agreement unless explicitly stated otherwise in writing. We reserve the right to change this Agreement from time to time. Any updates to this Agreement shall be communicated to you. You acknowledge your responsibility to review this Agreement from time to time and to be aware of any such changes. By continuing to participate in the Program after any such changes, you accept this Agreement, as modified.

This Terms of Use Agreement was last modified on the date indicated above and is effective immediately. **Copyright © 2023 Beauty Below LLC – All Rights Reserved.**

