

# WEBSITE TERMS AND CONDITIONS OF USE

THIS SITE AND RELATED SERVICES ARE PROVIDED SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOUR CONTINUED USE OF THIS SITE WILL INDICATE YOUR TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS, PROMPTLY EXIT THIS SITE.

## 1. Restrictions on Use

All pages within this Website and any material made available for download (collectively the "Site") are the property of Face and Body Professionals, Inc. and/or its affiliates. The Site is protected by federal and international copyright and trademark laws. No portion of the materials on these pages may be reprinted, republished, modified, or distributed in any form without the express written permission of Face and Body Professionals, Inc. Site for your own personal use or the internal use of your business.

You shall keep intact any proprietary notices, including copyright notices, contained on any downloaded materials and shall comply with any applicable end user license agreements.

Any rights not expressly granted by these Terms and Conditions or any applicable end user license agreements are reserved by Face and Body Professionals, Inc.

## 2. Trademark Notice

Face and Body Professional's Eyz-A-Blue, Prepcaine, Super Trio, Sustaine Blue Gel Swipe and Liquidcaine are the logos, trademarks, and service marks of Face and Body Professionals, Inc. All other trademarks, service marks and logos used in this Site are the trademarks, service marks or logos of their respective owners.

## 3. Warranty Disclaimer

THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITERELATED SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, AND HYPERLINKED WEBSITES. FACE AND BODY PROFESSIONALS, INC. ITS AFFILIATES AND ITS SPONSORS ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY HYPERLINKED WEBSITE.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITERELATED SERVICES, AND/OR HYPERLINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES.

Although Face and Body Professionals, Inc attempts to ensure the integrity and accurateness of the Site, it makes no guarantees whatsoever as to the correctness or accuracy of the Site. It is possible that the Site could include inaccuracies or errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform Face and Body Professionals, Inc so that it can be corrected. Information contained on the Site may be changed or updated without notice.

## 4. Confidential and Proprietary Information

Face and Body Professionals, Inc does not want to receive confidential or proprietary information from you through the Site. Please note that any information or material sent to Face and Body Professionals, Inc through the Site will be deemed NOT to be confidential. By sending Face and Body Professionals, Inc any information or material, you grant Face and Body Professionals, Inc an unrestricted, irrevocable, world-wide, royalty free license to use, reproduce, display, perform, modify, transmit, and distribute those

materials or information, and you also agree that Face and Body Professionals, Inc is free to use any ideas, concepts, know-how, or techniques that you send us for any purpose.

#### **5. Links to Our Site**

If you desire to provide a hyperlink from your Website to our Site, you must agree to be bound by the terms of our Hyperlink License Agreement.

#### **6. Links or Pointers to Other Sites**

Face and Body Professionals, Inc makes no representations whatsoever about any other Website that you may access through this Site. When you access a non-Face and Body Professionals, Inc Website, please understand that it is independent from Face and Body Professionals, Inc, and that Face and Body Professionals, Inc has no control over the content on that Website. In addition, a hyperlink to a non-Face and Body Professionals, Inc website does not mean that Face and Body Professionals, Inc endorses or accepts any responsibility for the content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, trojan horses, and other items of a destructive nature.

#### **7. Choice of Law and Venue**

These Terms and Conditions are entered into in the State of California and shall be governed by and construed in accordance with the laws of the State of California, exclusive of its choice of law rules. Each party to these Terms and Conditions submits to the exclusive jurisdiction of the state and federal courts sitting in the County of Marin in the State of California, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce these Terms and Conditions, the prevailing party will be entitled to costs and attorney fees. In the event that any of the Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, those provisions shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect.

#### **8. Entire Agreement**

These Terms and Conditions constitute the entire agreement between Face and Body Professionals, Inc and you pertaining to the subject matter of this Agreement. In its sole discretion, Face and Body Professionals, Inc may modify these Terms and Conditions by posting the revised version on this Site.

#### **9. No Unlawful or Prohibited Purpose**

As a condition of your use of this Site, you warrant to Face and Body Professionals, Inc that you will not use the Site for any purpose that is unlawful or prohibited by these Terms and Conditions