



BEFORE AND AFTER

Terms & Conditions of Use

This site (together with any successor site(s) and all Services (as defined below), the “B&A BEAUTY AND WELL-BEING WEBSITE”) is operated by B&A Beauty and Well-being Cosmetics Limited (“B&A BEAUTY AND WELL-BEING,” “we,” “us,” and “our”). We provide B&A BEAUTY AND WELL-BEING WEBSITE users with access to content and services related to us and our products, including audio visual content, images, forums, text, data and other similar content and services (such content and services, collectively, the “Services”). Please read these Terms and Conditions of Use (the “Agreement”) carefully before using the B&A BEAUTY AND WELL-BEING WEBSITE. By using the B&A BEAUTY AND WELL-BEING WEBSITE, you agree to be bound by this Agreement. If you do not agree to the terms and conditions of this Agreement, please do not use the B&A BEAUTY AND WELL-BEING WEBSITE. By using the B&A BEAUTY AND WELL-BEING WEBSITE, you affirm that you are of legal age to enter into this Agreement or, if you are not, that you have obtained parental or guardian consent to enter into this Agreement. If you are not of legal age to enter into this Agreement and have not obtained parental or guardian consent to enter into this Agreement, then you may not use the B&A BEAUTY AND WELL-BEING WEBSITE. Additionally, this website is not intended for persons younger than 13 years of age. If you are under 13 years of age, you should not provide your personal information on this website.

We reserve the right to change this Agreement, in whole or in part, from time to time at our sole discretion, and to provide you with notice of such change by any reasonable means, including without limitation by posting the revised draft of this Agreement on the B&A BEAUTY AND WELL-BEING WEBSITE. You can determine when this Agreement was last revised by referring to the “LAST UPDATED” legend at the top of this Agreement. Your continued use of the B&A BEAUTY AND WELL-BEING WEBSITE following the posting of changes to this Agreement will mean that you accept those changes, provided that any material change to this Agreement shall not apply retrospectively to any claim or dispute between you and us in connection with this Agreement that arose prior to the “LAST UPDATED” date applicable to that version of this Agreement in which we included such material change. If you do not agree to such changes, you may not use the B&A BEAUTY AND WELL-BEING WEBSITE. We may, at any time, modify or discontinue all or part of the B&A BEAUTY AND WELL-BEING WEBSITE; charge, modify or waive fees required to use the B&A BEAUTY AND WELL-BEING WEBSITE; or offer opportunities to some or all B&A BEAUTY AND WELL-BEING WEBSITE users, subject to any restrictions placed on our exercise of such rights under applicable law.

For purposes of this Agreement, the following terms have the following meanings:

- i. The “B&A BEAUTY AND WELL-BEING Representative Agreement” means the agreement (collectively with any terms and conditions attached thereto or incorporated therein) between B&A BEAUTY AND WELL-BEING and an B&A BEAUTY AND WELL-BEING independent sales representative pursuant to which such individual

was appointed as an B&A BEAUTY AND WELL-BEING independent sales representative.

- ii. An “B&A BEAUTY AND WELL-BEING Independent Sales Representative” is an individual (a) who has agreed, pursuant to the terms of an B&A BEAUTY AND WELL-BEING Representative Agreement, to be an B&A BEAUTY AND WELL-BEING independent sales representative and (b) who remains an active B&A BEAUTY AND WELL-BEING independent sales representative in good standing.

If you are an B&A BEAUTY AND WELL-BEING Independent Sales Representative, you acknowledge and agree that your use of the B&A BEAUTY AND WELL-BEING WEBSITE is subject not only to this Agreement, but also to the terms and conditions contained in your B&A BEAUTY AND WELL-BEING Representative Agreement and any applicable B&A Beauty and Well-being policies, codes of conduct or other related guidelines.

1. Content Posted by B&A BEAUTY AND WELL-BEING Independent Sales Representatives

B&A BEAUTY AND WELL-BEING Independent Sales Representatives are independent Third-Party contractors of B&A BEAUTY AND WELL-BEING and are not otherwise affiliated with B&A BEAUTY AND WELL-BEING or any of B&A BEAUTY AND WELL-BEING’s parent companies, subsidiaries or affiliates (collectively “Affiliates”). B&A BEAUTY AND WELL-BEING is not responsible or liable for the statements, acts or omissions of B&A BEAUTY AND WELL-BEING Independent Sales Representatives, whether through or in connection with the B&A BEAUTY AND WELL-BEING WEBSITE or otherwise.

Without limiting the foregoing, although B&A BEAUTY AND WELL-BEING may provide B&A BEAUTY AND WELL-BEING Independent Sales Representatives with certain resources and tools (including without limitation assistance with the creation of personalized online sites that contain B&A BEAUTY AND WELL-BEING branding and content and that may share URLs in whole or in part with the B&A BEAUTY AND WELL-BEING WEBSITE), you acknowledge and agree that neither B&A BEAUTY AND WELL-BEING nor any Affiliate has control over, or is responsible or liable for, any text, images, or other information or materials posted by B&A BEAUTY AND WELL-BEING Independent Sales Representatives to the B&A BEAUTY AND WELL-BEING WEBSITE or such personalized online sites. You further acknowledge and agree that neither B&A BEAUTY AND WELL-BEING nor any Affiliate has control over, or is responsible or liable for any customizations made by B&A BEAUTY AND WELL-BEING Independent Sales Representatives to the B&A BEAUTY AND WELL-BEING WEBSITE or such personalized online sites, or any materials communicated by an B&A BEAUTY AND WELL-BEING Independent Sales Representative to you. Such information, materials, and customizations shall be referred hereafter as “B&A BEAUTY AND WELL-BEING Independent Sales Representative Content”.

Neither B&A BEAUTY AND WELL-BEING nor any Affiliate (a) has taken any steps to confirm the accuracy or reliability of any B&A BEAUTY AND WELL-BEING Independent Sales Representative Content or other materials communicated by an B&A BEAUTY AND WELL-BEING Independent Sales Representative to you, or (b) makes any representations or warranties as to the security of any communications between you and any B&A BEAUTY AND WELL-BEING Independent Sales Representatives undertaken using B&A BEAUTY AND WELL-BEING Independent Sales Representative Content (for example, email links

posted by B&A BEAUTY AND WELL-BEING Independent Sales Representatives). In addition, neither B&A BEAUTY AND WELL-BEING nor any Affiliate makes any representations or warranties as to the data privacy or data protection practices of any B&A BEAUTY AND WELL-BEING Independent Sales Representative.

2. Information You Submit Through the B&A BEAUTY AND WELL-BEING WEBSITE

Your submission of information through the B&A BEAUTY AND WELL-BEING WEBSITE is governed by B&A BEAUTY AND WELL-BEING's privacy policy (the "Privacy Policy"), located here. This Agreement incorporates by reference the terms and conditions of the Privacy Policy. To the extent that you submit any personally identifiable information to any Third-Party in connection with the B&A BEAUTY AND WELL-BEING WEBSITE (for example, via a Third-Party Application, which is defined in Section 12 below), please note that (a) such Third-Party's collection, use and disclosure of such information will be governed by its own privacy policy and not by B&A BEAUTY AND WELL-BEING's Privacy Policy, and (b) we are not responsible for the information collection, usage and disclosure practices of such Third-Party or any other third parties, including without limitation B&A BEAUTY AND WELL-BEING Independent Sales Representatives.

You represent and warrant that any information you provide in connection with your use of the B&A BEAUTY AND WELL-BEING WEBSITE is true, accurate and complete, and that you will maintain and update such information as needed, such that the information remains true, accurate and complete. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE INFORMATION OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH OR IN CONNECTION WITH THE B&A BEAUTY AND WELL-BEING WEBSITE, YOU DO SO AT YOUR OWN RISK.

3. Registration; User Names and Passwords

You may be required to register in order to access certain areas of the B&A BEAUTY AND WELL-BEING WEBSITE, for example, to post Submissions (defined in Section 5 below). With respect to any such registration, you may not use (and we may refuse to grant you) any user name or email address that belongs to or is already being used by another person; that may be construed as impersonating another person; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion. You are responsible for maintaining the confidentiality of any password you may use to access the B&A BEAUTY AND WELL-BEING WEBSITE, and you agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the B&A BEAUTY AND WELL-BEING WEBSITE, to any Third-Party. You are fully responsible for all interactions with the B&A BEAUTY AND WELL-BEING WEBSITE that occur in connection with your user name. You agree to immediately notify B&A BEAUTY AND WELL-BEING of any unauthorized use of your password or user name or any other breach of security related to your account, your user name or the B&A BEAUTY AND WELL-BEING WEBSITE, and to ensure that you "log off" and exit from your account with the B&A BEAUTY AND WELL-BEING WEBSITE (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

If you are an B&A BEAUTY AND WELL-BEING employee or an B&A BEAUTY AND WELL-BEING Independent Sales Representative, you agree that B&A BEAUTY AND WELL-BEING may identify you as such (for example, by means of a badge or other identifier) while you use the B&A BEAUTY AND WELL-BEING WEBSITE. If you do not want to be so identified, then you may not use the B&A BEAUTY AND WELL-BEING WEBSITE.

4. Rules of Conduct

While using the B&A BEAUTY AND WELL-BEING WEBSITE you agree to comply with all applicable laws, rules and regulations, and to respect the rights and dignity of others. In addition, your use of the B&A BEAUTY AND WELL-BEING WEBSITE is conditional on your compliance with the rules of conduct set forth in this Section 4, and failure to comply with this Agreement and/or these rules of conduct (including without limitation your repeated engagement in copyright infringement through or in connection with the B&A BEAUTY AND WELL-BEING WEBSITE) may result in termination of your access to the B&A BEAUTY AND WELL-BEING WEBSITE pursuant to Section 18 below.

You agree not to:

Post, transmit, or otherwise make available through or in connection with the B&A BEAUTY AND WELL-BEING WEBSITE:

- i. Any information or materials that are or may be, or the posting, transmission or use of which is or may be: (a) threatening, harassing, degrading, hateful or intimidating; (b) defamatory or libellous; (c) fraudulent or tortious; (d) obscene, indecent, pornographic or otherwise objectionable; or (e) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right without the express written consent of the owner of such right.
- ii. Any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; that promotes gambling; or that encourages or provides instructional information about illegal activities or activities such as “hacking,” “cracking,” or “phreaking.”
- iii. Any virus, worm, Trojan horse, Easter egg, time bomb, malware, spyware, or other computer code, file, or program that is harmful or invasive or that may or is intended to damage, hijack, disable, interfere with, or disrupt the operation of, or monitor the use of, any hardware, software or equipment.
- iv. Any unsolicited or unauthorized advertisements, promotional material, “junk mail,” “spam,” “chain letter,” “pyramid scheme” or investment opportunity, or any other form of solicitation that is not expressly approved by B&A BEAUTY AND WELL-BEING in advance.
- v. Any personally identifiable information of another individual, without the prior lawful consent of such individual.
- vi. Any material, non-public information about a company, without the proper authorization to do so.

Use the B&A BEAUTY AND WELL-BEING WEBSITE for any fraudulent or unlawful purpose.

Use the invitation functionality on the B&A BEAUTY AND WELL-BEING WEBSITE to invite any person to join the B&A BEAUTY AND WELL-BEING WEBSITE unless you personally know the invitee and know that he or she will agree to receive the invitation.

Use the B&A BEAUTY AND WELL-BEING WEBSITE to defame, abuse, harass, stalk, threaten, bully, or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or to harvest or collect information about users of the B&A BEAUTY AND WELL-BEING WEBSITE.

Impersonate any person or entity, including without limitation any employee, agent or other representative of B&A BEAUTY AND WELL-BEING; including by (a) falsely stating or otherwise misrepresenting your affiliation with any person or entity in connection with the B&A BEAUTY AND WELL-BEING WEBSITE; or (b) expressing or implying that we endorse any statement you make.

Interfere with or disrupt the operation of the B&A BEAUTY AND WELL-BEING WEBSITE or the servers or networks used to make the B&A BEAUTY AND WELL-BEING WEBSITE available; or violate any requirements, procedures, policies or regulations of such networks.

Restrict or inhibit any other person from using the B&A BEAUTY AND WELL-BEING WEBSITE (including without limitation by hacking or defacing any portion of the B&A BEAUTY AND WELL-BEING WEBSITE).

Use the B&A BEAUTY AND WELL-BEING WEBSITE to (a) advertise or offer to sell or buy any goods or services for any business purpose, or otherwise promote any services, businesses or opportunities except to the extent that you are an B&A BEAUTY AND WELL-BEING Independent Sales Representative that has otherwise been authorized or instructed by B&A Beauty and Well-being to use the B&A BEAUTY AND WELL-BEING WEBSITE to promote the B&A BEAUTY AND WELL-BEING business opportunity., or (b) solicit B&A BEAUTY AND WELL-BEING WEBSITE visitors or users to visit, become members of, subscribe to, or register with any commercial online service or other organization; in each case, without B&A BEAUTY AND WELL-BEING's express prior written consent.

Reproduce, duplicate, copy, sell, resell, link to or otherwise exploit for any commercial purposes, any portion of, use of, or access to, the B&A BEAUTY AND WELL-BEING WEBSITE except to the extent that you are an B&A BEAUTY AND WELL-BEING Independent Sales Representative that has otherwise been authorized or instructed by B&A Beauty and Well-being to use the B&A BEAUTY AND WELL-BEING WEBSITE for such purposes.

Except as expressly permitted by applicable law, modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the B&A BEAUTY AND WELL-BEING WEBSITE.

Remove any copyright, trademark or other proprietary rights notice from the B&A BEAUTY AND WELL-BEING WEBSITE or from materials originating from the B&A BEAUTY AND WELL-BEING WEBSITE.

Frame or mirror any part of the B&A BEAUTY AND WELL-BEING WEBSITE.

Create a database by downloading and storing B&A BEAUTY AND WELL-BEING WEBSITE content.

Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or in any way gather B&A BEAUTY AND WELL-BEING WEBSITE content or reproduce or circumvent the navigational structure or presentation of the B&A BEAUTY AND WELL-BEING WEBSITE without B&A BEAUTY AND WELL-BEING’s express prior written consent.

Place a widget provided by B&A BEAUTY AND WELL-BEING on any third-party website in violation of the policies governing the third-party website (including the terms of use governing such website).

Additionally, you acknowledge and agree that you (and not B&A BEAUTY AND WELL-BEING) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use the B&A BEAUTY AND WELL-BEING WEBSITE, and for paying all charges related thereto.

5. Submissions

- A. Generally. The B&A BEAUTY AND WELL-BEING WEBSITE may contain areas where you are able to post information and materials, including without limitation text, images, photographs, graphics, music, videos, audio visual works, data, information, files, links and other materials (each, a “Submission”). For purposes of clarity, you retain ownership of any Submissions that you post, subject to the terms and conditions of this Agreement (including the license grant in Section 5(b) below). You hereby acknowledge and agree that you do not have any rights to use or incorporate into any Submission or other materials, any content or materials owned by us or the Affiliates, or our or their respective licensors or suppliers (“B&A Beauty and Well-being Content”), except to the extent that B&A BEAUTY AND WELL-BEING expressly authorizes you in writing to so use or incorporate such B&A Beauty and Well-being Content. For the sake of clarity, B&A BEAUTY AND WELL-BEING, the Affiliates or our or their respective licensors or suppliers, as applicable, shall retain ownership of the B&A Beauty and Well-being Content. For each Submission that you post, you hereby grant to us and the Affiliates a world-wide, royalty free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable, and fully sub licensable (through multiple tiers) license, without additional consideration to you or any Third-Party, to: (i) reproduce, distribute, transmit, perform and display (publicly or otherwise), make available to the public, adapt, modify, edit, translate, make, sell, offer to sell, import, and otherwise use and exploit (and have others exercise such rights on behalf of us or the Affiliates, through multiple tiers) such Submission, any ideas accompanying, related to, or embodied in such Submission, and any materials embodying, incorporating, or derived from such Submission, in any format or media now known or hereafter developed; (ii) create derivative works from such Submission (including without limitation by incorporating such Submission into any other work, or into our, the Affiliates’ or our or their respective designees’ products or services); (iii) exercise all trademark, publicity and other proprietary rights with regard to such Submission; (iv) use your name, photograph, portrait, picture, voice, likeness and biographical information as news or information and for advertising or promotional purposes, whether or not in connection with your Submission; and (v) use your Submission (including the contents thereof and any derivative works thereof) for any advertising or promotional purposes. IF YOU DO NOT WISH TO GRANT THE RIGHTS GRANTED IN THIS SECTION 5, PLEASE DO NOT POST ANY SUBMISSIONS ON THE B&A BEAUTY AND WELL-BEING WEBSITE.

- B. Disclaimers. It is possible that B&A BEAUTY AND WELL-BEING WEBSITE visitors will post information or materials on the B&A BEAUTY AND WELL-BEING WEBSITE that are wrong or misleading or that otherwise violate this Agreement. We, the Affiliates and our and their respective directors, officers, employees, agents, representatives, licensors and providers do not endorse and are not responsible for any information or materials made available through the B&A BEAUTY AND WELL-BEING WEBSITE or your use of such information or materials. All Submissions will be deemed to be non-confidential and may be (i) disclosed to the general public and (ii) used by us without (A) any confidentiality or other non-disclosure obligations or (B) attribution to you or any Third-Party. We reserve the right, at any time and in our sole discretion, to set limits on the number and size of Submissions that may be posted on the B&A BEAUTY AND WELL-BEING WEBSITE or the amount of storage space available for Submissions.
- C. Acknowledgement. You hereby acknowledge and agree that (i) you have received good and valuable consideration in exchange for the rights granted by you hereunder in and to any Submission that you post, which consideration includes, without limitation, the ability to participate in activities on the B&A BEAUTY AND WELL-BEING WEBSITE and the possibility that publicity or favorable exposure may arise from our or the Affiliates' use of such Submission or any derivative works incorporating or embodying such Submission; and (ii) you are not entitled to any further compensation for any use or other exploitation of such Submission by us or the Affiliates or any other party in connection with the rights in such Submission that have been granted hereunder and/or that are available under applicable law.
- D. Representations and Warranties. You hereby represent and warrant that: (i) you have the legal right and authority to enter into this Agreement; (ii) you solely own, or otherwise have the full right and permission to exploit, all of the rights in, to, and under any Submission that you post and to grant the rights and licenses set forth herein, and with respect to any Third-Party materials that appear in or are otherwise incorporated or embodied in any Submission that you post, you have obtained express, written clearances from all owners of and rights holders in such Third-Party materials as necessary to grant the rights and licenses set forth herein; (iii) any Submissions that you post, and the use thereof by us, the Affiliates, our and their respective designees, and other users of the B&A BEAUTY AND WELL-BEING WEBSITE do not and shall not infringe or violate any patent, copyright, trademark, trade secret, or other intellectual property rights or other rights of any Third-Party; (iv) any Submission that you post is not confidential and does not contain any confidential information; (v) in creating, preparing and posting any Submission, you (A) have complied and will comply in all respects with all applicable laws, rules (including without limitation our rules of conduct set forth in Section 4 above), and regulations and (B) have not violated and will not violate any understanding by which you are explicitly or implicitly bound (including without limitation any agreement with any Third-Party) and (vi) you have obtained the written consent, release, and/or permission of every identifiable individual who appears in any Submission that you post, to use such individual's name and likeness for purposes of using and otherwise exploiting such Submission(s) in the manner contemplated by this Agreement, or, if any such identifiable individual is under the age of majority, you have obtained such written consent, release and/or permission from such individual's parent(s) or guardian(s) and from any other entity from whom such consent, release or permission is required (and, in each case, you agree to provide to us a copy of any such consents, releases and/or permissions upon our request). If you do post a Submission that contains the likeness

of an identifiable individual, we strongly encourage you not to include any identifying information within such Submission, such as the individual's name or address.

- E. Waiver; Further Assurances. To the extent permitted under applicable law, you agree to forever release, discharge and waive all claims against us, the Affiliates and our and their respective directors, officers, employees, agents, representatives, licensors and providers from, and covenant not to initiate, file, maintain, or proceed upon any claims, demands, actions, losses, costs, damages, liabilities, judgments, settlements or expenses (including without limitation reasonable attorneys' fees) that relate in any way to this Agreement and/or the use of any Submission in a manner consistent with the rights granted under this Agreement, including without limitation any claim for idea misappropriation. Additionally, to the extent permitted under applicable law, you hereby waive any and all rights that you may have under laws worldwide that concern "moral rights" or "droit moral," or similar rights, in connection with any Submission (and you hereby represent and warrant that you have obtained clear, express written waivers from any applicable third parties with respect to any and all rights that such third parties may have under such laws in connection with any Submission that you post). At any time upon our request, you shall: (i) take or cause to be taken all such actions as we may reasonably deem necessary or desirable in order for us and the Affiliates to obtain the full benefits of this Agreement and any licenses granted by you hereunder, and (ii) execute a non-electronic hard copy of this Agreement.
- F. No Obligation to Use. We may determine in our sole discretion whether or not to exercise any right granted to us under this Agreement, and we shall have no obligation to (i) use or otherwise exploit any Submission or (ii) include any Submission on the B&A BEAUTY AND WELL-BEING WEBSITE or in any other services or materials.

6. Unsolicited Input

Notwithstanding anything to the contrary in this Agreement, we and the Affiliates do not accept, invite or consider unsolicited input or submissions of ideas, proposals or suggestions ("Unsolicited Input"), whether related to the B&A BEAUTY AND WELL-BEING WEBSITE, our products or otherwise. You hereby acknowledge and agree that (a) any Unsolicited Input is not confidential and B&A BEAUTY AND WELL-BEING and the Affiliates have no confidentiality obligations with respect to such Unsolicited Input and (b) to the extent permitted under applicable law, any Unsolicited Input will become our and the Affiliates' sole property. Neither we nor any Affiliate has any obligation with respect to Unsolicited Input, and we and the Affiliates may use Unsolicited Input for any purpose whatsoever without compensation to you or any other person.

7. Monitoring: Reporting of Objectionable Materials

We may, but have no obligation to: (a) monitor, evaluate or alter Submissions before or after they appear on the B&A BEAUTY AND WELL-BEING WEBSITE; (b) seek to verify that any or all rights, consents, releases and permissions in or relating to a Submission have been obtained by you in accordance with your representations above; (c) refuse, reject or remove any Submission at any time or for any reason (including without limitation if we determine in our sole discretion that all rights, consents, releases and permissions have not been obtained by you despite your representations above). You agree to cooperate with us in our verification and inquiries related to the foregoing. We may disclose any Submissions and the circumstances surrounding their transmission to anyone for any reason or purpose, and in accordance with our Privacy Policy. If you become aware of any unlawful, defamatory, offensive or objectionable material(s) on the B&A BEAUTY AND WELL-BEING

WEBSITE (other than material that infringes copyright, which is addressed separately in Section 19 below), contact us by using the “Report Abuse” functionality on the B&A BEAUTY AND WELL-BEING WEBSITE. The Submission will then be evaluated and removed or edited at the Moderator’s discretion. If B&A BEAUTY AND WELL-BEING deems it appropriate, at its sole discretion, at any time, the User’s access may either be temporarily or permanently restricted to the B&A BEAUTY AND WELL-BEING WEBSITE, and the User’s agreement, if one exists, with B&A BEAUTY AND WELL-BEING may be terminated. Deliberate misuse of the “Report Abuse” facility will not be tolerated and may result in the User’s access to the B&A BEAUTY AND WELL-BEING WEBSITE being restricted.

8. Our Proprietary Rights

We, the Affiliates and our and their respective licensors and suppliers own the information and materials (including without limitation any B&A Beauty and Well-being Content) made available through the B&A BEAUTY AND WELL-BEING WEBSITE. Such information and materials are protected by copyright, trademark, patent and/or other proprietary rights and laws. Except as expressly authorized in advance by us, you agree not to reproduce, modify, rent, lease, loan, sell, distribute or create derivative works based on all or any part of the B&A BEAUTY AND WELL-BEING WEBSITE or any information or materials (including without limitation any B&A Beauty and Well-being Content) made available through the B&A BEAUTY AND WELL-BEING WEBSITE.

We, the Affiliates and/or our or their respective licensors or suppliers own the trade names, trademarks and service marks on the B&A BEAUTY AND WELL-BEING WEBSITE, including without limitation “B&A BEAUTY AND WELL-BEING” and “B&A Beauty and Well-being Connects”. All trademarks and service marks on the B&A BEAUTY AND WELL-BEING WEBSITE not owned by us or the Affiliates are the property of their respective owners. You may not use our trade names, trademarks or service marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained herein or on the B&A BEAUTY AND WELL-BEING WEBSITE should be construed as granting any license or right to use any trade names, trademarks or service marks without express prior written consent of the owner.

PLEASE NOTE THAT UNAUTHORIZED USE OF THE B&A BEAUTY AND WELL-BEING WEBSITE (INCLUDING WITHOUT LIMITATION ANY SOFTWARE USED TO MAKE THE B&A BEAUTY AND WELL-BEING WEBSITE AVAILABLE) MAY SUBJECT YOU TO MONETARY DAMAGES AND OTHER CIVIL AND CRIMINAL PENALTIES INCLUDING WITHOUT LIMITATION, FOR COPYRIGHT INFRINGEMENT.

9. Sweepstakes, Contests, and Similar Promotions

Any sweepstakes, contest, raffles, and other promotions made available through the B&A BEAUTY AND WELL-BEING WEBSITE (“Promotions”) may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you agree to become subject to those rules, which may vary from the terms and conditions set forth herein. In the event of any conflict between the terms and conditions of a Promotion and the B&A BEAUTY AND WELL-BEING WEBSITE terms and conditions, the Promotion terms and conditions shall govern.

10. Intended Audience

B&A BEAUTY AND WELL-BEING controls and/or operates the B&A BEAUTY AND WELL-BEING WEBSITE from United Kingdom, and to the extent admissible by the applicable laws, the B&A BEAUTY AND WELL-BEING WEBSITE is not intended to subject B&A BEAUTY AND WELL-BEING to the laws or jurisdiction of any state, country or territory other than those of England and Wales. Unless otherwise specified, materials made available through the B&A BEAUTY AND WELL-BEING WEBSITE are presented solely for the purpose of providing services and promoting products available in United Kingdom. To the extent permitted under applicable law, B&A BEAUTY AND WELL-BEING makes no, and hereby disclaims any, representations or warranties that the B&A BEAUTY AND WELL-BEING WEBSITE, in whole or in part, or any products, services, or materials made available through the B&A BEAUTY AND WELL-BEING WEBSITE, are appropriate or available for use in other locations. B&A BEAUTY AND WELL-BEING products will be delivered only in the territory of the United Kingdom. User from outside of the United Kingdom, purchasing B&A BEAUTY AND WELL-BEING products must indicate a delivery address in the United Kingdom and delivery outside of the United Kingdom must be organised by the User on its own. Those who choose to access the B&A BEAUTY AND WELL-BEING WEBSITE from other locations other than the United Kingdom do so on their own initiative and at their own risk and are responsible for compliance with local laws, rules and regulations, if and to the extent local laws, rules or regulations are applicable.

11. Third-Party Applications

The B&A BEAUTY AND WELL-BEING WEBSITE may interoperate with or include Third-Party software applications and services (or links thereto) that are made available by our third-party service providers (such applications, “Third-Party Applications”). Because we do not control Third-Party Applications, you agree that neither we nor the Affiliates, nor our or their respective directors, officers, employees, agents, representatives, licensors or providers, are responsible or liable for any Third-Party Applications, including without limitation the performance, accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights relating to, Third-Party Applications or their use. We have no obligation to monitor Third-Party Applications, and we may remove or restrict access to any Third-Party Applications (in whole or part) from the B&A BEAUTY AND WELL-BEING WEBSITE at any time. The availability of Third-Party Applications on the B&A BEAUTY AND WELL-BEING WEBSITE does not imply our endorsement of, or our affiliation with any provider of, such Third-Party Applications. Further, your use of Third-Party Applications may be governed by additional terms and conditions that are not set forth in this Agreement or in our Privacy Policy (for example, terms and conditions that are made available by the provider(s) of such Third-Party Applications themselves in connection with such Third-Party Applications). This Agreement does not create any legal relationship between you and provider(s) of such Third-Party Applications, and nothing in this Agreement shall be deemed to be a representation or warranty by us, any Affiliate, or our and their respective directors, officers, employees, agents, representatives, licensors or providers with respect to any Third-Party Application.

12. Third-Party Content

The B&A BEAUTY AND WELL-BEING WEBSITE may incorporate certain functionality that allows, via the system or network of which the B&A BEAUTY AND WELL-BEING

WEBSITE is a component, the routing and transmission of, and online access to, certain digital communications and content made available by third parties (“Third-Party Content”). By using such B&A BEAUTY AND WELL-BEING WEBSITE functionality, you acknowledge and agree that you are directing us to access and transmit to you Third-Party Content associated with such functionality. Because we do not control Third-Party Content, you agree that we are neither responsible nor liable for any Third-Party Content, including the accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights relating to, Third-Party Content. We have no obligation to monitor Third-Party Content, and we may block or disable access to any Third-Party Content (in whole or part) via the B&A BEAUTY AND WELL-BEING WEBSITE at any time. Your access to or receipt of Third-Party Content via the B&A BEAUTY AND WELL-BEING WEBSITE does not imply our endorsement of, or our affiliation with any provider of, such Third-Party Content. Further, your use of Third-Party Content may be governed by additional terms and conditions that are not set forth in this Agreement or our Privacy Policy (for example, terms and conditions that are made available by the providers of such Third-Party Content). This Agreement does not create any legal relationship between you and the providers of such Third-Party Content with respect to such Third-Party Content, and nothing in this Agreement shall be deemed to be a representation or warranty by us, or any of the Affiliates, or our or their respective directors, officers, employees, agents, representatives, licensors or providers with respect to any Third-Party Content.

13. Links to or From Other Sites

The B&A BEAUTY AND WELL-BEING WEBSITE may provide links to or feeds from other websites and online resources. Except as otherwise expressly stated by B&A BEAUTY AND WELL-BEING on the B&A BEAUTY AND WELL-BEING WEBSITE, B&A BEAUTY AND WELL-BEING is not affiliated or associated with the operators of any Third-Party websites or resources that link to or are linked from the B&A BEAUTY AND WELL-BEING WEBSITE. B&A BEAUTY AND WELL-BEING expressly disclaims any responsibility for the accuracy, content, or availability of information found on Third-Party websites or resources that link to or are linked from the B&A BEAUTY AND WELL-BEING WEBSITE. We cannot ensure your satisfaction with any products or services that are available through any Third-Party website or resource that links to or is linked from the B&A BEAUTY AND WELL-BEING WEBSITE, because these Third-Party websites and resources are owned and operated by independent entities. We do not endorse any of the products or services, nor have we taken any steps to confirm the accuracy or reliability of any of the information, made available through any Third-Party websites or resources, and we make no representations or warranties as to the security of any information (including without limitation credit card and other personal information) that you may provide or be requested to provide to any Third-Party, whether through such a Third-Party website or resource or otherwise.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES AND RESOURCES AND ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, SERVICES, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH WEBSITES AND RESOURCES.

B&A BEAUTY AND WELL-BEING shall have the right, at any time and at its sole discretion, to block links to the B&A BEAUTY AND WELL-BEING WEBSITE through technological or other means without prior notice.

14. Disclaimer

THE B&A BEAUTY AND WELL-BEING WEBSITE AND ALL GOODS, SERVICES, PRODUCTS, B&A BEAUTY AND WELL-BEING INDEPENDENT SALES REPRESENTATIVE CONTENT, THIRD-PARTY APPLICATIONS (AS DEFINED IN SECTION 12), THIRD-PARTY CONTENT (AS DEFINED IN SECTION 13), INFORMATION AND MATERIALS MADE AVAILABLE THROUGH THE B&A BEAUTY AND WELL-BEING WEBSITE ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND WE, THE AFFILIATES, AND OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS AND PROVIDERS DISCLAIM ALL STATUTORY AND IMPLIED REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. B&A BEAUTY AND WELL-BEING MAKES NO REPRESENTATION OR WARRANTY THAT THE B&A BEAUTY AND WELL-BEING WEBSITE OR ANY GOODS, SERVICES, PRODUCTS, B&A BEAUTY AND WELL-BEING INDEPENDENT SALES REPRESENTATIVE CONTENT, THIRD-PARTY APPLICATIONS, THIRD-PARTY CONTENT, INFORMATION AND MATERIALS MADE AVAILABLE THROUGH THE B&A BEAUTY AND WELL-BEING WEBSITE WILL BE ACCURATE, RELIABLE, COMPLETE, ERROR FREE OR COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE. ANY RELIANCE ON OR USE OF THE B&A BEAUTY AND WELL-BEING WEBSITE OR ANY GOODS, SERVICES, PRODUCTS, B&A BEAUTY AND WELL-BEING INDEPENDENT SALES REPRESENTATIVE CONTENT, THIRD-PARTY APPLICATIONS, THIRD-PARTY CONTENT, INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE B&A BEAUTY AND WELL-BEING WEBSITE SHALL BE AT YOUR SOLE RISK. WITHOUT LIMITING THE FOREGOING, B&A BEAUTY AND WELL-BEING MAKES NO REPRESENTATION OR WARRANTY (A) REGARDING THE STATEMENTS, ACTS OR OMISSIONS OF ANY B&A BEAUTY AND WELL-BEING INDEPENDENT SALES REPRESENTATIVES OR ANY OTHER THIRD PARTIES; (B) THAT THE B&A BEAUTY AND WELL-BEING WEBSITE WILL BE AVAILABLE ON A TIMELY BASIS, OR THAT ACCESS TO THE B&A BEAUTY AND WELL-BEING WEBSITE WILL BE UNINTERRUPTED OR SECURE; (C) THAT DEFECTS OR ERRORS WILL BE CORRECTED; OR (D) THAT THE B&A BEAUTY AND WELL-BEING WEBSITE OR THE SERVERS OR NETWORKS THROUGH WHICH THE B&A BEAUTY AND WELL-BEING WEBSITE ARE MADE AVAILABLE ARE SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Applicable law may not allow for limitations of certain implied warranties; solely to the extent that such law applies to you, some or all of the above limitations or disclaimers may not apply to you, and you may have additional rights.

The B&A BEAUTY AND WELL-BEING WEBSITE may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the B&A BEAUTY AND WELL-BEING WEBSITE. If you become aware of any unauthorized Third-Party alteration to the B&A BEAUTY AND

WELL-BEING WEBSITE, contact us by using the “Report Abuse” functionality on the B&A BEAUTY AND WELL-BEING WEBSITE, or write to us at with a description of the material(s) at issue and the URL or location on the B&A BEAUTY AND WELL-BEING WEBSITE of such materials.

15. Limitation of Liability

IN NO EVENT SHALL B&A BEAUTY AND WELL-BEING, ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS OR PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE B&A BEAUTY AND WELL-BEING WEBSITE, NOR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE B&A BEAUTY AND WELL-BEING WEBSITE (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH YOUR USE OR RECEIPT OF ANY THIRD-PARTY APPLICATIONS OR THIRD-PARTY CONTENT), OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF B&A BEAUTY AND WELL-BEING OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. B&A BEAUTY AND WELL-BEING IS NOT RESPONSIBLE FOR ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR SUBMISSIONS, TRANSMISSIONS OR DATA OR FOR ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED. B&A BEAUTY AND WELL-BEING IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY (INCLUDING WITHOUT LIMITATION ANY B&A BEAUTY AND WELL-BEING INDEPENDENT SALES REPRESENTATIVE), OR ANY INFRINGEMENT BY A THIRD-PARTY OF ANOTHER’S INTELLECTUAL PROPERTY, PRIVACY OR OTHER RIGHTS. IN NO EVENT SHALL B&A BEAUTY AND WELL-BEING’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING FROM OR RELATED TO THIS AGREEMENT, THE B&A BEAUTY AND WELL-BEING WEBSITE, OR YOUR USE OF OR INABILITY TO USE THE B&A BEAUTY AND WELL-BEING WEBSITE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR USING OR ACCESSING THE B&A BEAUTY AND WELL-BEING WEBSITE.

Applicable law may not allow for exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above exclusions or limitations may not apply to you, and you may have additional rights. For example, in some jurisdictions, a website operator may not exclude or limit liability for personal injury or death directly resulting from the use of such operator’s website or such operator’s negligence.

16. Indemnification

Except to the extent prohibited under applicable law, you will defend, indemnify and hold harmless B&A BEAUTY AND WELL-BEING, the Affiliates, and its and their respective directors, officers, employees, agents, representatives, licensors or providers from and against any and all allegations, claims, actions, demands, causes of action and other proceedings (“Claims”) arising from or related to any of the following: (a) your use of, inability to use, or

activities in connection with the B&A BEAUTY AND WELL-BEING WEBSITE; (b) any violation of this Agreement or any other B&A BEAUTY AND WELL-BEING terms, conditions or policies by you; (c) any Transaction; (d) any Submission or other materials that you make available through the B&A BEAUTY AND WELL-BEING WEBSITE (including without limitation any Claim that such Submission or other materials or the use thereof caused damage to, or infringed or otherwise violated the intellectual property, privacy, or other rights of, any Third-Party); or (e) your violation of any rights of any B&A BEAUTY AND WELL-BEING WEBSITE visitor, user, or customer, or any other Third-Party; and you agree to reimburse B&A BEAUTY AND WELL-BEING, the Affiliates and its and their respective directors, officers, employees, agents, representatives, licensors or providers on demand for any damages, losses, costs, judgments, fees, fines and other expenses they incur (including attorneys' fees and court costs) as a result of any such Claim(s).

17. Termination and Enforcement

This Agreement is effective until terminated. You agree that B&A BEAUTY AND WELL-BEING, at its sole discretion, may suspend, restrict or terminate your access to or use of the B&A BEAUTY AND WELL-BEING WEBSITE, at any time and for any reason, including without limitation if B&A BEAUTY AND WELL-BEING believes that you have violated or acted inconsistently with the letter or spirit of this Agreement (including without limitation your failure to comply with the rules of conduct set forth in Section 4 above), subject to any restrictions placed on B&A BEAUTY AND WELL-BEING's exercise of such rights under applicable law. Upon any such termination, your right to use the B&A BEAUTY AND WELL-BEING WEBSITE will immediately cease. You agree that any suspension, restriction or termination of your access to or use of the B&A BEAUTY AND WELL-BEING WEBSITE may be effected without prior notice and that B&A BEAUTY AND WELL-BEING may immediately deactivate or delete any user name and/or password used by or provided to you, and all related information and files associated therewith, and/or bar any further access to such information or files. You agree that B&A BEAUTY AND WELL-BEING shall not be liable to you or any Third-Party for any suspension, restriction or termination of your access to the B&A BEAUTY AND WELL-BEING WEBSITE or to any such information or files, and shall not be required to make such information or files available to you after any such termination, suspension or restriction. B&A BEAUTY AND WELL-BEING reserves the right to take steps that B&A BEAUTY AND WELL-BEING believes are necessary or appropriate to enforce and/or verify compliance with this Agreement (including without limitation in connection with any legal process relating to your use of the B&A BEAUTY AND WELL-BEING WEBSITE and/or a Third-Party claim that your use of the B&A BEAUTY AND WELL-BEING WEBSITE is unlawful or violates such Third-Party's rights). Sections 1, 5-8 and 11-22 of this Agreement shall survive any expiration or termination of this Agreement.

18. Claims of Copyright Infringement

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the B&A BEAUTY AND WELL-BEING WEBSITE infringe your copyright, you (or your agent) may send B&A BEAUTY AND WELL-BEING a notice requesting that B&A BEAUTY AND WELL-BEING remove the materials or disable access to them. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send B&A BEAUTY AND WELL-BEING a counter-notice. Notices and

counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices should be sent to John Bergin, Chief Trademark & Copyright Counsel, Global Legal, B&A Beauty and Well-being Products Inc., 1251 Avenue of the Americas, New York, New York, 10020, USA; tel: 212-282-7000; email: dmca.notices@B&A Beauty and Well-being.com. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, please be aware that there are penalties for false claims under the DMCA.

19. Forward-Looking Statements

Statements appearing on the B&A BEAUTY AND WELL-BEING WEBSITE that concern B&A Beauty and Well-being, its affiliates and/or its management and that are not historical facts are “Forward-Looking Statements” within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. Such forward-looking statements are based on management's reasonable current assumptions and expectations. Such forward-looking statements involve risks, uncertainties and other factors, which may cause the actual results, levels of activity, performance or achievement of B&A Beauty and Well-being to be materially different from any future results expressed or implied by such forward-looking statements, and there can be no assurance that actual results will not differ materially from management's expectations. These factors and risks are described in our current annual report and current quarterly report filed with the U.S. Securities and Exchange Commission (“SEC”) and in other filings we make with the SEC. You can access our most recent SEC filings via the SEC EDGAR system located at www.sec.gov, or you may view these filings on our investor website (www.B&A Beauty and Well-beinginvestor.com) as soon as reasonably practicable after they are filed with or furnished to the SEC. We disclaim any obligation or responsibility to update, revise or supplement any Forward-Looking Statement or any other statements appearing on the B&A BEAUTY AND WELL-BEING WEBSITE.

20. Governing Law

This Agreement shall be governed by the laws of England and Wales without regard to its conflicts of laws principles. You agree that any dispute or claim arising out of or relating to this Agreement shall be resolved only in the courts located in England and you hereby consent and submit to the jurisdiction of such courts for the purposes of litigating any such dispute or claim.

21. Miscellaneous

If any provision of this Agreement shall be deemed to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and B&A BEAUTY AND WELL-BEING. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This Agreement, together with all agreements and statements referred to herein and incorporated herein by reference, is the entire agreement between you and B&A BEAUTY AND WELL-BEING relating to the subject matter hereof and, except as otherwise provided herein,

supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and B&A BEAUTY AND WELL-BEING relating to such subject matter. Notices to you may be made by posting a notice (or a link to a notice) to the B&A BEAUTY AND WELL-BEING WEBSITE, by email, or by regular mail, at B&A BEAUTY AND WELL-BEING's discretion. Without limitation, you agree that 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. Except as expressly set forth in the following sentence, nothing in this Agreement, express or implied, is intended to or shall confer on any person (other than the parties and their respective successors or permitted assigns) any rights, remedies, obligations or liabilities. Notwithstanding the previous sentence, you agree that Jive Software, Inc. is a Third-Party beneficiary under this Agreement with the right to enforce solely those specific terms and conditions of this Agreement that expressly restrict you from (a) uploading prohibited content or materials to the B&A BEAUTY AND WELL-BEING WEBSITE or (b) using the B&A BEAUTY AND WELL-BEING WEBSITE for prohibited purposes; otherwise, and solely to the extent that the laws of England govern, a person who is not party to this Agreement may not enforce any of this Agreement's provisions under the Contracts (Rights of Third Parties) Act 1999. This Agreement © 2021 B&A Beauty and Well-being Limited. All rights reserved.

Registered office:

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60327 Frankfurt am Main