

Youtiful Moisture Terms of Use

Effective Date: 10/23/2015

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF OUR SITES AND APPLICATIONS.

This website is owned and operated by Youtiful Moisture, LLC. These Terms of Use (“Terms”) apply to our websites and mobile applications. By using our sites or applications, you agree to be bound by these Terms of Use and consent to our collection, use, and sharing of your information, as described in our Privacy Policy. If you do not agree to these Terms, please exit and do not further visit our sites or use our applications. If you have any questions regarding our Terms, policies or your use of our sites or applications, please contact us at sales@youtifulmoisture.com.

Site Content, Ownership, Limited License, and Rights of Others

Subject to your strict compliance with these Terms, Youtiful Moisture grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to use our sites and applications for your personal, non-commercial purposes only.

When using our sites and applications, you must respect the intellectual property and other rights of Youtiful Moisture and others.

Site Use and Restrictions

Any unauthorized use of our sites or applications for any purpose is prohibited. We may suspend or terminate the availability of our sites or applications (and any elements or features of them), in whole or in part, for any reason, and at any time, in our sole discretion, and without advance notice or liability.

You agree that you will not:

1. aside from your purchase of goods or services offered for sale by Youtiful Moisture or its affiliates, use our sites or applications for any political or commercial purpose;
2. engage in any activities through or in connection with our sites or applications that attempt to or do harm any individuals or entities or are unlawful, offensive, abusive, or that violate any right of any third party, or are otherwise objectionable to Youtiful Moisture;
3. engage in any activity that interferes with another user's access to our sites or applications or the proper operation of our sites or applications, or otherwise causes harm to our sites or applications, or other users;
4. interfere with or circumvent any security or access feature of our sites or applications; or
5. otherwise violate these Terms.

You also agree that, in using our sites and applications:

1. you will not copy or distribute any content from our sites or applications manually or by using any robot, scraper, crawler, or any other automatic device or process;
2. you will not frame or utilize framing techniques to enclose any content from our sites (including any images, text, or page layout);
3. you will keep intact all trademark, copyright, and other intellectual property notices contained in content from our sites and applications;
4. you will not use content from our sites or applications in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands;
5. you will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit content from our sites or applications in any way for any purpose except as specifically permitted by these Terms or with the prior written consent of an officer of Youtiful Moisture or, in the case of content from a licensor, the owner of the content; and
6. you will not insert any code or product to manipulate content on our sites or applications.

Creating and Terminating Accounts

To use some of the features on our sites and applications, you must first register for an account through our online registration process. When you register for an account, you will select your own password and you agree that:

1. You will not use a username (or email address) that is already being used by someone else, impersonates another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive. We may reject the use of any password, username, or e-mail address for any other reason in our sole discretion;
2. You will provide true, accurate, current, and complete registration information about yourself during the registration process and will update it as needed to keep it accurate;
3. You are solely responsible for all activities that occur under your account, password, and username " whether or not you authorized the activity;
4. You are solely responsible for maintaining the confidentiality of your password and for restricting access to your device(s) so that others may not access any password protected portion of our sites or applications using your name, username, or password;
5. You will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security; and
6. You will not sell, transfer, or assign your account or any account rights.

We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations. If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits " all in our sole discretion, for any reason, and without advance notice or liability.

Postings You Make ("User-Generated Content")

We may offer features on our sites and applications that allow you to make postings or otherwise submit messages or create content (“User-Generated Content”). We may allow you to create User-Generated Content through product reviews, comments, forums, messaging features, or other functionality.

Subject to the rights and license you grant in these Terms, you retain whatever legally cognizable right, title, and interest that you have in your User-Generated Content and you remain ultimately responsible for it. You hereby grant to Youtiful Moisture a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use any User-Generated Content that you create or post in any manner, as Youtiful Moisture sees fit, including for advertising, marketing, or promotional purposes. As such, **you acknowledge and agree that User-Generated Content may be made publicly available**, and you grant that Youtiful Moisture may, but is not obligated to, protect and enforce our rights to your User-Generated Content, including by bringing and controlling actions in your name and on your behalf.

When you submit User-Generated Content, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to the User-Generated Content you submit, and that (a) you are the sole author and owner of the intellectual property and other rights to the User-Generated Content, or you have a lawful right to submit it and grant Youtiful Moisture the rights to it that you are granting by these Terms, all without any Youtiful Moisture obligation to obtain consent of any third party and without creating any obligation or liability of Youtiful Moisture; (b) the User-Generated Content you submit is accurate; (c) the User-Generated Content does not and will not infringe any intellectual property or other right of any third party; and (d) the User-Generated Content will not violate these Terms or cause injury or harm to any person.

Youtiful Moisture may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any User-Generated Content, and Youtiful Moisture may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of User-Generated Content without notice or any liability to you or any third party in connection with our operation of our sites and applications.

Rules for User-Generated Content

When you make postings or otherwise create User-Generated Content, you agree to the following:

- All of your User-Generated Content either must be your original work or you must have all necessary rights in it from third parties required for you to comply with these Terms. Your User-Generated Content should not contain any logos, phrases, or trademarks that belong to third parties.
- If we permit you to post or link to photos, link to embedded videos, or otherwise include other images of real people, then you must make sure that they depict only you, or that you have express permission to depict and post images of each other person depicted.
- All of your activities on our sites or applications, including User-Generated Content, must be appropriate, as determined by us. Please be respectful of others.
- Your User-Generated Content must not be for commercial or political purposes.
- Your User-Generated Content must not promote any infringing, illegal, or other similarly inappropriate activity.
- You may not impersonate any other person, user, or company. Do not submit User-Generated Content that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company.
- All User-Generated Content may be publicly accessible and as such should not contain personal information.
- Once you submit User-Generated Content to our sites or applications, you may not be able to edit or remove it.
- Your User-Generated Content must not contain viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of our sites or applications or others' software or devices.
- You are solely responsible for your interaction with other users of our sites and applications, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users.

If you submit User-Generated Content that Youtiful Moisture believes may violate any of these rules, then we may, but are not required to, take any legally available action that we deem appropriate, in our sole discretion, including the removal of such Content or your account or restriction of access to our sites or applications. You may report potential violations of these rules to us at sales@youtifulmoisture.com.

Reporting Potential Copyright Infringement to Us

If you believe that any material on our sites or applications infringes your copyright, please send us a notification, under the Digital Millennium Copyright Act (“DMCA”), by e-mail to sales@youtifulmoisture.com

- Identify the copyrighted work(s) you claim is infringed.
- Identify the material you claim is infringing the copyright(s), and provide enough information for us to reasonably locate that material.
- Include a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner’s behalf (the “Claimant”).
- Include the Claimant’s name, address, and telephone number(s).
- Include a statement that the Claimant has a good faith belief that use of the disputed material is not authorized by the copyright owner or his agent.
- Include a statement, under penalty of perjury, that the information in the notification of copyright infringement is accurate and that the Claimant is authorized to act on behalf of the copyright owner.

Purchasing Terms and Policies

To purchase any products or services on our sites or applications, you must be at least eighteen (18) years of age or the applicable age of majority in your jurisdiction of residence. Prior to the purchase of any products or services on our sites or applications, you must provide us with a valid credit card number or third-party payment account and any associated payment information. By submitting that information to us or our credit card processor, you hereby agree that you authorize us and/or our processor to charge your card at our convenience but within thirty (30) days of credit card authorization. For any product or service that you order on our sites or applications, you agree to pay the price applicable (including any sales taxes, shipping and handling, and any applicable surcharges) as of the time you submit the order. Youtiful Moisture will automatically bill your credit card or other form of payment submitted as part of the order process for such price. Please note that we do not provide price protection or refunds in the event of a price drop or promotional offering.

You hereby represent and warrant that you will not use any credit card or other form of payment unless you have all necessary legal authorization to do so. YOU, AND NOT Youtiful Moisture, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY. You agree to pay all fees and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. Unless you notify Youtiful Moisture of any discrepancies within sixty (60) days after they first appear on your credit card statement, you agree that they will be deemed accepted by you for all purposes. If Youtiful Moisture does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by Youtiful Moisture or its agents. Sales taxes, or other taxes, customs, import/export charges, or similar governmental charges are not included in the price of the products. You are responsible for paying any such taxes or charges imposed on your purchases, including, but not limited to, sales, use, or value-added taxes. Youtiful Moisture shall automatically charge and withhold the applicable tax for orders to be delivered to addresses within any states or localities that it deems is required in accordance with our order policy in effect at the time of purchase.

Return Policy

All purchase transactions made through our sites and applications are subject to Youtiful Moisture's return policy in effect at the time of purchase. Youtiful Moisture's current return policy permits a full refund for purchases of products within thirty (30) days of your purchase date using the refund request feature in the "My Account" section. Shipping and handling charges will not be refunded. Please allow thirty (30) days for processing of returns. We may modify our return policy from time to time, so you should check these terms prior to making purchases on our sites or applications.

Order Acceptance Policy

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Youtiful Moisture reserves the right at any time after receipt of your order to accept or decline your order for any reason. Youtiful Moisture further reserves the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Your order will be deemed accepted by Youtiful Moisture upon our delivery of products or services that you have ordered. We may require additional verifications or information before accepting

any order. Notwithstanding the foregoing, you agree that, if we cancel all or a portion of your order or if we provide you less than the quantity you ordered, your sole and exclusive remedy is either that: (a) we will issue a credit to your credit card account or payment account in the amount charged for the cancelled portion or the quantity not provided (if your credit card or payment account has already been charged for the order), or (b) we will not charge your credit card or payment account for the cancelled portion of the order or the quantity not provided. Do not assume that a cancellation or change of an order you have placed with Youtiful Moisture has been effected until you receive a confirmation from us. You will be responsible for, and your credit card or third-party payment account may be charged for, the payment of all fees associated with orders already processed or shipped before your cancellation/change request or a request to terminate your account was received.

No Responsibility to Sell Mispriced Products or Services

We do our best to describe every item, product, or service offered on our sites and applications as accurately as possible. However, we are human, and therefore we do not warrant that specifications or pricing on our sites or applications is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications of any item, product, or service, Youtiful Moisture shall have the right to refuse or cancel any orders in its sole discretion. If we charged your credit card or other payment account prior to cancellation, we will issue a credit to your account in the amount of the charge. Additional terms may apply. If a product you purchased from Youtiful Moisture is not as described, your sole remedy is to return it in unused condition, complete and undamaged, in the original packaging.

Modifications to Prices or Billing Terms

The purchase of products and services on our sites and applications is subject to availability. PRODUCTS AND SERVICES DISPLAYED MAY NOT BE AVAILABLE AT ALL TIMES AND MAY BE SUBSTITUTED OR DISCONTINUED AT ANY TIME. Youtiful Moisture RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON OUR SITES OR APPLICATIONS OR BY E-MAIL DELIVERY TO YOU.

Links by You to Our Sites

You may create hyperlinks to our sites, so long as: (a) the links only incorporate text, and do not use any trademarks, (b) the links and the content on your website do not suggest any affiliation with Youtiful Moisture or cause any other confusion, and (c) the links and the content on your website do not portray Youtiful Moisture or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, abusive, or that violates any right of any third party or is otherwise objectionable to Youtiful Moisture. Youtiful Moisture reserves the right to suspend or prohibit linking to our sites for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

Links to Other Websites and Online Services

We provide links to other websites and integration with other online services, including social media, as a convenience only. Youtiful Moisture does not endorse or warrant any of those websites or online services and is not responsible for their content. Please review the terms of use and privacy policies of other such websites and services, because they are likely to be different from ours. Please also see our Privacy Policy for details regarding how we share information with third parties.

Governing Law

You agree that all matters relating to your use of our sites or applications, your User-Generated Content, or these Terms will be governed by the laws of the United States and the State of Florida without regard to its conflicts of laws provisions. You agree to personal jurisdiction by and venue in state and federal courts in Florida.

Dispute Resolution

In the event that any dispute between Youtiful Moisture and you arises out of your use of our sites or applications, your User-Generated Content, or these Terms, you and we agree to try to promptly resolve any such dispute informally. Please send a written notice describing the dispute to [salest@Youtiful Moisture.com](mailto:salest@YoutifulMoisture.com). If we are unable to resolve any such dispute within thirty (30) days, then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law, provided that any lawsuit shall be filed in a Florida court, as agreed-to above. Either you or we may seek an injunction or emergency court relief if the dispute threatens to cause irreparable harm to you, Youtiful Moisture, or another person or entity.

Limited Time to File Claims

You agree that you will assert any claim arising out of your use of our sites or applications, your User-Generated Content, or these Terms of Use within one (1) year after the claim arises, or such claim will be barred.

No Class Action Matters

You agree that any disputes you have will be resolved only on an individual basis and will not be consolidated with any other claim or proceedings that involve any claim or controversy of any other party, in a class action or other joint format. But if, for any reason, any court with competent jurisdiction holds that this restriction is unconscionable or unenforceable, then you agree that your claim or dispute will be brought exclusively in a state or federal court located in Florida.

DISCLAIMERS AND LIMITATIONS OF LIABILITY

OUR SITES AND APPLICATIONS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Youtiful

Moisture SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOST PROFITS, OR LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE, RESULTING FROM THE USE OR MISUSE OF OUR SITES OR APPLICATIONS, OR THE INFORMATION, DOCUMENTS, OR SOFTWARE THEREIN, EVEN IF Youtiful Moisture HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANOTHER PARTY. Youtiful Moisture DOES NOT WARRANT THAT OUR SITES AND APPLICATIONS WILL BE UNINTERRUPTED OR FREE OF INACCURACIES OR ERRORS, NOR DOES Youtiful Moisture WARRANT THAT OUR SITES AND APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS.

Your use of our sites or applications, and any reliance on any material published or transmitted by them, is at your own risk. You agree that you hereby release Youtiful Moisture, its affiliates, advertisers, suppliers, distributors and others from any and all liability or obligations arising from the access or use of our sites or applications or any products sold or promoted on them. Your sole remedy for any problem or concern is to exit our sites or applications. Youtiful Moisture reserves the right to restrict or limit access to our sites and applications.

Sites and Applications Operated in the United States

Youtiful Moisture controls and operates our sites and applications from its offices in the United States, and Youtiful Moisture makes no representation that our sites or applications are appropriate or available for use beyond the United States. If you use our sites or applications from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. Our sites or applications may describe products and services that are available only in the United States (or only parts of it). We reserve the right to limit the availability of our sites or applications and/or the provision of any content, program, product, service, or other feature described or available on our sites or applications to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide. You and we disclaim any application to these Terms of the Convention on Contracts for the International Sale of Goods.

Miscellaneous Terms

Assignment

Youtiful Moisture may assign its rights and obligations under these Terms, in whole or in part, to any party at any time without any notice. These Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Youtiful Moisture.

Communications

When you communicate with us electronically, such as via email, you consent to receive communications from us electronically. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Indemnity

You hereby agree to defend, indemnify, and hold Youtiful Moisture and its subsidiaries and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (each an "Youtiful Moisture Party," or collectively, "Youtiful Moisture Parties") harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Youtiful Moisture Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (a) your User-Generated Content; (b) your use of our sites or applications and your activities in connection with our sites or applications; (c) your breach or alleged breach of these Terms; (d) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of our sites or applications and your activities in

connection with our sites or applications; (e) information or material transmitted through your device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (f) any misrepresentation made by you; or (g) Youtiful Moisture Parties' use of the information that you submit to us (including your User-Generated Content) (all of the foregoing, "Claims and Losses").

You will cooperate as fully required by Youtiful Moisture Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, Youtiful Moisture Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Youtiful Moisture Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Youtiful Moisture Party.

No Waiver

Except as expressly set forth in these Terms, (a) no failure or delay by you or Youtiful Moisture in exercising any of rights, powers, or remedies under these Terms will operate as a waiver of that or any other right, power, or remedy, and (b) no waiver or modification of any term of these Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

Severability and Interpretation

If any provision of these Terms is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed

against its drafter. Wherever the word "including" is used in these Terms, the word will be deemed to mean "including, without limitation."

Amendments or Changes to These Terms

We reserve the right to change these Terms of Use at any time, by posting amended terms on this website. Use of our sites or applications after the effective date constitutes your acceptance of the amended terms and conditions. We reserve the right to apply the amended terms to the information that we have already collected, subject to our [Privacy Policy](#) and any legal constraints. You should read and review this page regularly to see if there have been any changes.

Contact Us

If you have any questions regarding our Terms, practices, or your use of our sites or applications, please contact us at sales@youtifulmoisture.com or at P.O. Box 540484, Greenacres, FL 33454: