

Terms of Use and Conditions of Purchase

PLEASE CAREFULLY READ THESE TERMS OF USE AND CONDITIONS OF SALE BEFORE PLACING AN ORDER ONLINE OR OVER THE TELEPHONE, OR OTHERWISE USING THIS WEBSITE OR ANY OTHER Naked Leaf Skincare, LLC WEBSITE. This product website (the "Website") is owned and operated by Naked Leaf Skincare, LLC and its affiliates (collectively "Naked Leaf Skincare, LLC," "Naked Leaf," "the Company," "us," "we" or "our"). These Terms of Use and Conditions of Purchase and any amendments or supplements to it, together with our [Privacy Policy](#) (collectively, the "Agreement") form a legally binding agreement between you and Naked Leaf Skincare, LLC. This Agreement governs your access to and use of any Naked Leaf Skincare, LLC Website, any order you place through a Naked Leaf Skincare, LLC Website or by telephone, and, as applicable, your use or attempted use of our products and services (collectively, "Your Use").

Your use of the Website shall be deemed to constitute your consent to be bound by this Agreement and shall be enforceable in the same way as if you had signed this Agreement. **IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE DO NOT USE THE WEBSITE, DO NOT ORDER, AND DO NOT USE A Naked Leaf Skincare, LLC PRODUCT.**

THIS AGREEMENT INCLUDES A MANDATORY ARBITRATION AGREEMENT, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY CLAIM (DEFINED IN SECTION 14) TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT. IF YOU WANT TO OPT-OUT OF THIS MANDATORY ARBITRATION AGREEMENT, [SECTION 14](#) BELOW DESCRIBES THE PROCEDURES YOU MUST FOLLOW TO DO SO. THE ARBITRATION AGREEMENT ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY CLAIM INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION.

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1. Eligibility

In order to use the Website, you must be (a) 18 years or older and have the power to enter into a binding contract with us and not be barred from doing so under any applicable laws; or (b) 13 years or older and have your parent or guardian's consent to the Agreement. The Website is not intended for children under the age of 13 and no person under the age of 13 may use the Website. If you use the Website, you are affirming that you are at least 13 years old.

2. User-Generated Content

Subject to the limitations set forth herein, you may upload any photographs, comments, video clips, reviews and other communications and content to the Website (“Your Content”). Unless we indicate otherwise, by posting or submitting Your Content to the Website, you grant Naked Leaf Skincare, LLC a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content, and the name submitted in connection with such content, throughout the world in any media now known or hereafter conceived. Naked Leaf Skincare, LLC and its affiliates are free to use any ideas, concepts or know-how contained in Your Content for any purpose whatsoever including, but not limited to, developing, manufacturing, distributing and marketing products using such information.

You represent and warrant that (a) you own or otherwise control all of the rights to Your Content; (b) that Your Content is accurate; (c) that use of Your Content does not violate this Agreement and will not cause injury to any person or entity; and (d) that you will indemnify Naked Leaf Skincare, LLC for all claims relating to Your Content.

We will not be responsible or liable to you or to any third party for the content or accuracy of Your Content. Naked Leaf Skincare, LLC has the right, but not the obligation, to monitor and edit or remove any activity or

content. Naked Leaf Skincare, LLC takes no responsibility and assumes no liability for Your Content or for any of Your Content posted by a third party.

3. User Conduct

You must only use the Website for lawful purposes, and you must not use it in a way that infringes the rights of anyone else or that restricts or inhibits anyone else's enjoyment of the Website. You may not without our prior written consent:

- (i) copy, reproduce, rent, lease, loan or sell content retrieved from the Website;
- (ii) modify, distribute, or re-post any content on the Website for any purpose; or
- (iii) use the content of the Website for any commercial exploitation whatsoever.

In using the Website, you further agree:

- (a) not to disrupt or interfere with the security of, or otherwise abuse, the Website, or any services, system resources, accounts, servers, or networks connected to or accessible through the Website or an affiliated or linked Website;
- (b) not to disrupt or interfere with any other user's enjoyment of the Website or affiliated or linked Website;
- (c) not to upload, post, or otherwise transmit through or on the Website any viruses or other harmful, disruptive, or destructive files;
- (d) not to use, frame, or utilize framing techniques to enclose Naked Leaf Skincare, LLC trademark, logo, or other proprietary information (including the images found on the Website, the content of any text, or the layout/design of any page or form contained on a Website page) without Naked Leaf Skincare's express written consent;
- (e) not to reverse engineer, or create derivative works based on the Website or any content (including, without limitation, any software) available through the Website.
- (f)

not to use meta tags or any other "hidden text" utilizing a Naked Leaf Skincare, LLC name, trademark, or product name without Naked Leaf Skincare LLC's express written consent;

(g)

not to deeplink to the Website without Naked Leaf Skincare, LLC's express written consent;

(h)

not to create or use a false identity on the Website, share your account information, or allow any person besides yourself to use your account to access the Website;

(i)

not to collect or store personal data about others;

(j)

not to attempt to obtain unauthorized access to the Website or portions of the Website that are restricted from general access;

(k)

not to post any material that is knowingly false and/or defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or is otherwise in violation of any law. You further agree not to post any copyrighted material unless the copyright is owned by you;

(l)

To be bound by the Product Submission Policies of Naked Leaf Skincare, LLC, including that any product submission you may make to Naked Leaf Skincare, LLC will not be held in confidence by Naked Leaf Skincare, LLC and is not proprietary, that Naked Leaf Skincare, LLC may use the product submission and any aspect thereof for any purposes in Naked Leaf Skincare, LLC's sole discretion and that Naked Leaf Skincare, LLC owes no duties or obligations with respect to you or the product submission made; and

(m)

to comply with all applicable laws regarding your use of the Website

4. Protection of Intellectual Property Rights and License

You acknowledge that content available through the Website, including, without limitation, content in the form of text, graphics, software, music, sound, photographs, and videos, and content provided by suppliers, sponsors, or third-party advertisers ("Intellectual Property Rights"), is protected by copyright, trademarks, patents, or other proprietary rights and laws. You are hereby granted a non-exclusive, non-transferable, revocable,

limited license to view, copy and print content retrieved from the Website for the sole purpose of using or placing an order via the Website, provided that you do not remove or obscure the copyright notice or other notices displayed on the content. Except as expressly provided in this Agreement, nothing contained in this Agreement or on the Website shall be construed as conferring any other license or right, expressly, by implication, by estoppel, or otherwise under any of Naked Leaf Skincare, LLC's or a third party's Intellectual Property Rights. Any rights not expressly granted herein are reserved.

5. Disclaimer Regarding Information Provided on the Website

THE INFORMATION (INCLUDING, WITHOUT LIMITATION, ADVICE AND RECOMMENDATIONS) ON THE WEBSITE IS NOT INTENDED AS MEDICAL OR HEALTHCARE ADVICE, OR TO BE USED FOR MEDICAL DIAGNOSIS OR TREATMENT, FOR ANY INDIVIDUAL PROBLEM. IT IS ALSO NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE AND SERVICES FROM A QUALIFIED HEALTHCARE PROVIDER FAMILIAR WITH YOUR UNIQUE FACTS. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER REGARDING ANY MEDICAL CONDITION BEFORE STARTING ANY NEW TREATMENT. YOUR USE OF THE WEBSITE IS SUBJECT TO THE ADDITIONAL DISCLAIMERS AND CAVEATS THAT MAY APPEAR THROUGHOUT THE WEBSITE.

NAKED LEAF SKINCARE, LLC AND ITS AGENTS ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE INFORMATION, SERVICES, OR OTHER MATERIAL ON THE WEBSITE. WHILE NAKED LEAF SKINCARE, LLC STRIVES TO KEEP THE INFORMATION ON THE WEBSITE ACCURATE, COMPLETE, AND UP-TO-DATE, NAKED LEAF SKINCARE, LLC CANNOT GUARANTEE, AND WILL NOT BE RESPONSIBLE FOR, ANY DAMAGE OR LOSS RELATED TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION ON THE WEBSITE.

6. Disclaimer of Warranties With Respect to Use of the Website

THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE

LAW, NAKED LEAF SKINCARE, LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NAKED LEAF SKINCARE, LLC DOES NOT MAKE ANY WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, OR THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. NAKED LEAF SKINCARE, LLC MAKES NO WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR AS TO THE ACCURACY, QUALITY, OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE WEBSITE.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS USED AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NAKED LEAF SKINCARE, LLC OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

7. Links to Other Websites That Naked Leaf Skincare, LLC Does Not Control

The Website may provide links to other websites and/or resources, including advertisers, over which Naked Leaf Skincare, LLC has no control. These links are provided solely as a convenience to users and should not be construed as an endorsement by Naked Leaf Skincare, LLC of content, items, or services on those third-party websites. You access, view and use such website links, including the content, items or services on those websites, solely at your own risk. Naked Leaf Skincare, LLC makes no representations or warranties with respect to the content, ownership, or legality of any such linked websites. You agree that Naked Leaf Skincare, LLC has no responsibility or liability for the availability of such external websites or resources, or for the content, advertising, products, or other materials available through such websites or resources. At the moment you leave the Website via a link to another website, you will be subject to the Privacy Policy and the Terms of Use of such other website.

8. Purchasing Items from Us

Product Representations. Naked Leaf Skincare, LLC reserves the right, without prior notice, to discontinue or change specifications and prices on products without incurring any obligation to you. Naked Leaf Skincare, LLC takes reasonable precautions to try to ensure that the prices quoted on the Website are correct, and to describe the items available on the Website as accurately as possible and to depict the most up to date packaging. However, when ordering products, please note that Naked Leaf Skincare, LLC does not warrant that product descriptions are accurate, complete, reliable, current, or error-free, or that product packaging depicted on the Website will match the actual product that you receive. If a product described on the Website is not as described when you receive it, or the packaging on the Website does not match the product you receive, your sole remedy is to return it to us in an unused and undamaged condition in accordance with our [Return Policy](#), which is listed on the Website under Customer Service. Naked Leaf Skincare, LLC's descriptions of, or references to, products not owned by Naked Leaf Skincare, LLC do not imply endorsement of that product, or constitute a warranty by Naked Leaf Skincare, LLC.

Pricing Errors and Omissions. Please be aware that prices, availability and other purchase terms are subject to change without prior notice. We make every effort to ensure the accuracy of the information on the Website and to correct errors once discovered. Naked Leaf Skincare, LLC reserves the right to revoke any stated offer to correct any errors, inaccuracies, or omissions, including after an order has been submitted, after it has been confirmed, or after your credit card has been charged. If we discover an error has occurred after your credit card has been charged and your order is canceled as a result of the error, your credit card will be refunded the full amount of your order.

Order Placement and Acceptance. If you order a product, payment must be received by Naked Leaf Skincare, LLC prior to Naked Leaf Skincare, LLC's acceptance of the order. Naked Leaf Skincare, LLC may require additional information regarding your order if you have not provided all of the information required, and may cancel or limit an order any time after it has been placed.

Your order is expressly conditioned on acceptance of this Agreement. Once a properly completed order, your authorization and a form of payment has been received, we will promptly locate the item(s) you have ordered to place them in line for shipment. All items are subject to availability. We will promptly inform you if the product(s) you have ordered are not available and we may offer you alternative product(s) of equal quality and value.

Naked Leaf Skincare, LLC does not accept orders from dealers, wholesalers, or customers who intend to resell items offered on the Website. If Naked Leaf Skincare, LLC discovers that you are placing orders with the intent to resell items offered on the Website, we will immediately cancel your order, suspend or terminate your account, and pursue any and all available legal remedies from you under applicable law. To the extent your conduct may be fraudulent, such as purchasing products through the use of fake or stolen cards, Naked Leaf Skincare, LLC will also report you to federal, state and/or local enforcements authorities.

Shipping and Risk of Loss. Naked Leaf Skincare, LLC will add applicable shipping and handling fees to your order. Unless otherwise noted, Naked Leaf Skincare, LLC will use commercially reasonable efforts to ship products within a reasonable time after receipt of your properly completed order. Although Naked Leaf Skincare, LLC may provide delivery or shipment timeframes or dates, you understand that those are Naked Leaf Skincare, LLC's good-faith estimates and may be subject to change. You further understand that product availability may be limited and particular products may not be available for immediate delivery, in which case the products will be delivered when they become available. If your order will be delayed (either from the date specified at the time of order or, if no date was specified, beyond 30 days from the date of your order, Naked Leaf Skincare, LLC will use reasonable good faith efforts to contact you. If Naked Leaf Skincare, LLC cannot contact you or you no longer wish to receive the item, Naked Leaf Skincare, LLC will cancel the order and promptly refund the amount tendered, and will do so within 7 business days if the order was made using a third-party credit card, such as a Visa or Mastercard. Naked Leaf Skincare, LLC shall not be liable for any loss, damage, cost, or expense related to any delay in shipment or delivery. All items purchased from the Website are delivered to shipment carriers. The risk of loss and title for such items pass to you upon our delivery to the carrier. Naked Leaf Skincare, LLC may reject orders where the stated delivery address is outside the United States.

Sales Tax. In the United States, Naked Leaf Skincare, LLC is required to collect applicable state and local sales tax on orders shipped to certain states. Taxes apply to most merchandise, but some states exclude certain items, like food products. Some taxing authorities also require the taxable amount to include any shipping and handling charges, while others charge sales tax only on merchandise. Naked Leaf Skincare, LLC is required to follow the rules of each state. Your final order total will include the appropriate state

and local taxes. Qualifying States: AL, AZ, AR, CA, CO, CT, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, NE, NV, NJ, NM, NY, NC, ND, OH, OK, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI and WY.

Payment Information. In ordering products through the Website, by telephone, or otherwise, you agree to provide only true, accurate, current, and complete payment information. By placing an order, you represent and warrant that you will only provide payment information which is yours or for which you are authorized to provide. Naked Leaf Skincare, LLC shall have the right to cancel your order or to suspend or terminate your account if we have grounds to believe that you have provided inaccurate, not current, fraudulent, or incomplete payment information to Naked Leaf Skincare, LLC, or for any other reason that we, in our sole discretion, deem appropriate. You agree that your placement of an electronic order on the Website is sufficient to satisfy any applicable Statute of Frauds, and no further writing is required.

International Orders. Naked Leaf Skincare, LLC does not currently directly sell certain Naked Leaf Skincare, LLC products in any jurisdiction other than the United States of America, as these products may not be approved for sale in other jurisdictions. While Naked Leaf Skincare, LLC may choose to accept orders for the purchase of its products from non-U.S. residents, the acceptance of such orders and the sale of such products will be subject to the following conditions:

- (a) You agree that the purchase of any Naked Leaf Skincare, LLC products by you, as a non-U.S. resident, shall be (i) ex works Naked Leaf Skincare, LLC facilities in the United States per Incoterms 2010, with all title risk and loss in the products passing to you in the United States; and (ii) for your own personal use only and not for further resale or distribution in any manner;
- (b) You agree not to order more than a ninety (90) day supply of any consumable products within any ninety (90) day period;
- (c) You hereby expressly authorize and direct Naked Leaf Skincare, LLC to load and ship the purchased products to your shipping address, and to contract on your behalf with a courier company for that purpose; and
- (d)

You are the principal importer of record and will undertake responsibility for all applicable taxes, shipping, customs clearance, duties and import requirements from Naked Leaf Skincare, LLC's facilities in the United States to your foreign shipping address.

For Canadian Orders only: Naked Leaf Skincare, LLC is an approved CREDITS participant with the Canada Border Services Agency (CBSA). By ordering goods from Naked Leaf Skincare, LLC, you hereby authorize Landmark Trade Service LTD. an approved customs broker in CREDITS, to act as your agent, and to transact business with the CBSA to obtain release of your merchandise, account for duties and taxes, return merchandise to Naked Leaf Skincare, LLC, and electronically submit refund claims on your behalf. Under the CREDITS program, you understand that the CBSA will send any refund of duties and taxes that were paid on the returned merchandise to the customs broker, and that you will obtain the refund directly from Naked Leaf Skincare, LLC. Further, you also authorize Landmark Trade Service LTD. to forward any refund issued by the CBSA in your name, so th Naked Leaf Skincare, LLC can be reimbursed.

Automatic Renewal Terms. If you are placing an order online or by telephone as part of our automatic renewal program, your membership in the program will remain in effect until it is cancelled. We may, in our sole discretion, terminate your membership in the program at any time without notice to you.

IF YOU ARE A MEMBER OF OUR AUTOMATIC RENEWAL PROGRAM AND YOU HAVE PROVIDED US WITH A VALID CREDIT CARD NUMBER OR AN ALTERNATE PAYMENT METHOD, EACH SHIPMENT WILL BE AUTOMATICALLY PROCESSED AT THE TIME OF EACH SUCCESSIVE SHIPMENT AND/OR INSTALLMENT AND WILL BE BILLED TO THE PAYMENT METHOD YOU PROVIDED TO US AT THE TIME OF YOUR INITIAL PURCHASE AND ENROLLMENT. IF YOU WISH TO CANCEL YOUR PARTICIPATION IN OUR AUTOMATIC RENEWAL PROGRAM, YOU MAY DO SO BY CALLING A CUSTOMER SERVICE REPRESENTATIVE AT THE TELEPHONE NUMBERS LISTED ON THE WEBSITE UNDER CUSTOMER SERVICE.

You are obligated to provide current, complete, and accurate information for your billing account. You are responsible for promptly updating all information to keep your billing account current, complete, and accurate (e.g., change in billing address, credit card number, or credit card expiration date). You must promptly notify us if your credit card information is

cancelled or is no longer valid (e.g., loss or theft). Changes to such information can be made by calling a customer service representative at the telephone numbers listed on the Website under [Customer Service](#). If you are participating in our automatic renewal program using a credit card and your credit card fails to process for a subsequent shipment, Naked Leaf Skincare, LLC may convert your account to a pay-by-check plan. If your account has been converted to a pay-by-check plan, you will receive an invoice along with your shipment. Invoiced items not paid within 28 days of receipt will be considered past due and Naked Leaf Skincare, LLC will send you communications to collect past due balances. If you fail to timely update your credit card information or fail to timely pay by check, your membership in our automatic renewal program may be terminated and your account may be sent for collection.

Return/Refund Policy. You may return items in accordance with the Return Policy instructions that accompany your product shipments or, if you are uncertain about your right to return the product, you may also call [Customer Service](#) at Naked Leaf Skincare, LLC for assistance. Naked Leaf Skincare, LLC will refund your payment when your product is timely returned or cancelled, and within 7 business days of our receipt of the returned product if purchased using third-party credit, such as a Visa or Mastercard.

9. Electronic Communications, Signatures and Agreements

The information communicated on the Website constitutes an electronic communication. When you communicate with Naked Leaf Skincare, LLC through the Website or via other forms of electronic media, such as e-mail, you are communicating with Naked Leaf Skincare, LLC electronically. You agree that Naked Leaf Skincare, LLC may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that Naked Leaf Skincare, LLC provides to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication (e.g., by Naked Leaf Skincare, LLC or you).

You further acknowledge and agree that by clicking on the button labeled "SUBMIT", "DOWNLOAD", "I ACCEPT" or such similar links as may be designated by Naked Leaf Skincare, LLC, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Agreement and any hyperlinks contained herein. Pursuant to any applicable statutes, regulations, rules,

ordinances or other laws, including, without limitation, the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act") or other similar statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE WEBSITE OR SERVICES OFFERED BY GUTHY-RENKER. Furthermore, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature, delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

10. Communications with Naked Leaf Skincare, LLC: You acknowledge that telephone calls to or from Naked Leaf Skincare, LLC are monitored and recorded and you agree to such monitoring and recording.

You verify that any contact information provided to Naked Leaf Skincare, LLC, including, but not limited to, your mailing address, shipping address, e-mail address, residential phone number, and mobile phone number is true and accurate. You further verify that you are the telephone subscriber and/or that you own any telephone numbers that you provide to Naked Leaf Skincare, LLC. You acknowledge that by voluntarily providing your telephone numbers to Naked Leaf Skincare, LLC, you expressly agree to be contacted at the telephone numbers you provide.

You consent to receive e-mails, pre-recorded voice messages and/or autodialed calls (including text messages) by or on behalf of relating to this Agreement, any purchase or transaction with Naked Leaf Skincare, LLC, matters related to your account (including debt collection), and promotions regarding Naked Leaf Skincare, LLC products. These communications may be made by or Naked Leaf Skincare, LLC on behalf of Naked Leaf Skincare, LLC, even if your phone number is registered on any state or federal Do Not Call list. You acknowledge that you may incur a charge for these calls by your telephone carrier and that Naked Leaf Skincare, LLC will not be responsible for these charges.

Naked Leaf Skincare, LLC may obtain, and you expressly agree to be contacted at, e-mail addresses, mailing or shipping addresses and phone numbers provided by you directly or obtained through other lawful means, such as skip tracing. You agree to provide Naked Leaf Skincare, LLC notice within 30 days of any change to your contact information by writing to info@nakedleafskincare.com; Attention: Customer Service or [email us](#). Your

consent to this communication provision is not required to make any purchase with Naked Leaf Skincare, LLC.

11. Limitation on Naked Leaf Skincare, LLC's Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL GUTHY-RENKER, ITS SUPPLIERS, PARENTS, SUBSIDIARIES, REPRESENTATIVES, AFFILIATES OR AGENTS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THIS INCLUDES WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THIS APPLIES REGARDLESS OF THE MANNER IN WHICH DAMAGES ARE CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE RESULTING FROM (1) THE USE OF, OR THE INABILITY TO USE, THE WEBSITE; (2) THE USE OF, OR THE INABILITY TO USE, ITEMS PURCHASED ON THE WEBSITE; OR (3) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR ITEMS.

12. Indemnification

You agree to indemnify and hold harmless Naked Leaf Skincare, LLC, its directors, officers, employees, agents, co-branders, suppliers, subsidiaries, parents, and affiliates, from and against any and all liability, losses, claims, demands, disputes, damages, and costs of any kind, including, without limitation, reasonable attorneys' fees and costs of litigation resulting from or in any way connected with (i) your use of the Website; (ii) information you submit or transmit through the Website; (iii) privacy, tort or other claims (e.g., claims under the Federal Telephone Consumer Protection Act or its state law equivalent) relating to the provision of personal information (e.g., telephone number) to Naked Leaf Skincare, LLC that is not owned by you, in contravention of this Agreement; and/or (iv) your breach of this Agreement.

13. Termination of Website

You agree that Naked Leaf Skincare, LLC may, in its sole discretion, and at any time, terminate or suspend its operation of the Website or your use of the Website, without prior notice to you, for any reason that Naked Leaf Skincare, LLC, in its sole discretion, deems appropriate. You further agree

that Naked Leaf Skincare, LLC will not be liable to you or to any third party for the consequences of such termination or suspension. In the event of any termination of your use of or access to the Website, you agree that the provisions of the Agreement regarding protection of intellectual property rights and license, indemnification, disclaimer regarding information provided on the website, disclaimer of warranties with respect to use of the website, limitation on Naked Leaf Skincare, LLC's liability, and pre-dispute, mandatory binding arbitration, and class action waiver shall survive any such termination.

14. Pre-Dispute, Mandatory Binding Arbitration, and Class Action Waiver

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. YOU AGREE THAT ANY CLAIM THAT YOU MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH BINDING ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY. THE RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST.

YOU AGREE THAT YOU MAY ONLY BRING A CLAIM IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

Generally, Arbitration is a method of resolving a Claim without filing a lawsuit. "Claim" means any dispute between you, Naked Leaf Skincare, LLC, and/or any involved third party relating to your account, Your Use (defined [here](#)), your relationship with Naked Leaf Skincare, LLC, or these Terms of Use and Conditions of Purchase. This includes any and all claims that relate in any way to your use of the products, your attempted use of the products, and any act or omission by Naked Leaf Skincare, LLC or any third party related to your use or attempted use of the products. You, Naked Leaf Skincare, LLC, or any involved third party may pursue a Claim. Naked Leaf Skincare, LLC agrees to binding arbitration should it have any Claims against you. Likewise, you agree to binding arbitration should you have any Claims against Naked Leaf Skincare, LLC. By agreeing to arbitrate, you waive the right to go to court and agree instead to submit any Claims to binding arbitration.

This arbitration provision sets forth the terms and conditions of our agreement to binding arbitration and is governed by and enforceable under the Federal Arbitration Act (the “FAA”), 9 U.S.C. §§ 1-16, as amended.

Exceptions to Binding Arbitration. As an exception to binding arbitration, you and Naked Leaf Skincare, LLC both retain the right to pursue, in a small claims court, any claim that is within that court's jurisdiction and proceeds on an individual (non-class) basis. Naked Leaf Skincare, LLC will not demand arbitration in connection with any individual claim that you properly file and pursue in a small claims court, so long as the claim is pending only in that court. Binding arbitration also does not apply to disputes concerning trade secret misappropriation, patent infringement, copyright infringement or misuse, or trademark infringement or dilution.

Mandatory Pre-Dispute Procedures. You acknowledge and agree that before initiating any Claim (subject to the exceptions above) against Naked Leaf Skincare, LLC, you will first give us an opportunity to resolve your problem or dispute. This includes sending a written description of your problem or dispute to us, including, but not limited to, information or representations related to our products and upon which you rely. You may send the written description by U.S. Mail to Naked Leaf Skincare, LLC; Attn: Customer Service. You agree to negotiate with Naked Leaf Skincare, LLC in good faith about your problem or dispute. If for some reason your problem or dispute is not resolved to your satisfaction within 60 days after Naked Leaf Skincare, LLC's receipt of your written dispute, you agree to the dispute resolution provisions below.

Commencement of Arbitration. You and Naked Leaf Skincare, LLC agree to commence any arbitration proceeding within 1 year after the Claim arises (including the mandatory pre-dispute procedures outlined above) and that any proceeding commenced after 1 year shall be barred.

Arbitration Location. For your convenience, the arbitration may be conducted in the federal district where you reside. It may be held by telephone or through written submissions if both you and Naked Leaf Skincare, LLC agree.

Sponsoring Organization, Rules and the Arbitrator. You agree that any Claims shall be resolved by submitting the dispute to final and binding arbitration before a single arbitrator who is a retired judge or an

experienced attorney with experience in the subject(s) of the Claim. The arbitrator shall be chosen from JAMS Comprehensive Arbitration Rules and Procedures and the arbitration rules of the selected tribunal shall apply, which can be obtained by calling the selected tribunal.

The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, construction, validity, applicability, or enforceability of these Terms of Use and Conditions of Purchase and this arbitration provision. The arbitrator shall have the exclusive and sole authority to determine whether this arbitration agreement can be enforced against a non-signatory to this agreement and whether a non-signatory to this agreement can enforce this provision against you or Naked Leaf Skincare, LLC.

Arbitration Fees. Naked Leaf Skincare, LLC shall pay for all filing, administrative, and arbitrator fees for an arbitration initiated by either party. The parties shall each pay their own additional fees, costs, and expenses, including, but not limited to, those for any attorneys, experts, documents, and witnesses.

Arbitration Award. The arbitrator shall follow substantive law and may order any relief if permitted by law. The arbitrator may award any form of individual relief, including injunctions and punitive damages, so long as they are in accordance with applicable law. The arbitrator may award costs or fees to a prevailing party, but only if the law expressly allows it. Although Naked Leaf Skincare, LLC may have a right to an award of attorneys' fees and expenses under some laws if it prevails, Naked Leaf Skincare, LLC agrees that it will not seek such an award, unless your Claims are determined by the arbitrator to be frivolous. Nothing herein shall be construed to limit the arbitrator's ability to award remedies provided by applicable law. Any award rendered shall include a written opinion and shall be final, subject to appeal under the FAA.

Enforceability. This provision survives termination of your account or relationship with Naked Leaf Skincare, LLC, bankruptcy, assignment or transfer. If the class action waiver is deemed unenforceable (i.e., unenforceability would allow arbitration to proceed as a class or representative action), then this entire arbitration provision shall be rendered null and void and shall not apply. If a portion of this arbitration provision (other than the class action waiver) is deemed unenforceable, the remaining portions of this arbitration provision shall remain in full force and effect.

Miscellaneous. Failure or any delay in enforcing this arbitration provision in connection with any particular Claims will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. This provision is the entire arbitration agreement between you and Naked Leaf Skincare, LLC and shall not be modified except in writing by Naked Leaf Skincare, LLC.

Amendments. Naked Leaf Skincare, LLC reserves the right to amend this arbitration provision at any time. Your continued use of any Naked Leaf Skincare, LLC's Website, purchase of a Naked Leaf Skincare, LLC product, or use or attempted use of a Naked Leaf Skincare, LLC product, is affirmation of your consent to such changes. Should the changes to this arbitration provision be material, Naked Leaf Skincare, LLC will provide you notice and an opportunity to opt-out. Your continued use of any Naked Leaf Skincare, LLC Website, purchase of a Naked Leaf Skincare, LLC product, or use or attempted use of a Naked Leaf Skincare, LLC product, is affirmation of your consent to such material changes.

YOU HAVE THE RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION WITHIN 30 DAYS FROM THE DATE OF PURCHASE, USE, OR ATTEMPTED USE OF A NAKED LEAF SKINCARE, LLC PRODUCT (WHICHEVER COMES FIRST) BY WRITING TO NAKED LEAF SKINCARE, LLC, 50 TICE BOULEVARD, SUITE 250, WOODCLIFF LAKE, NEW JERSEY: GENERAL COUNSEL. FOR YOUR OPT-OUT TO BE EFFECTIVE, YOU MUST SUBMIT A SIGNED WRITTEN NOTICE IDENTIFYING ANY NAKED LEAF SKINCARE, LLC PRODUCT YOU PURCHASED, USED OR ATTEMPTED TO USE WITHIN THE 30 DAYS AND THE DATE YOU FIRST PURCHASED, USED OR ATTEMPTED TO USE NAKED LEAF SKINCARE, LLC PRODUCTS. UNTIMELY OPT-OUTS WILL NOT BE VALID AND YOU MUST THEN PURSUE YOUR CLAIM THROUGH ARBITRATION PURSUANT TO THESE TERMS.

15. Exclusive Venue for Other Controversies

You agree that any controversy excluded from the dispute resolution procedure and class action waiver provisions in this Agreement (other than an individual action filed in small claims court) shall be filed only in the Superior Court of New Jersey, Bergen County Vicinage, or the United States District Court for the District of New Jersey, and each party hereby irrevocably and unconditionally consents and submits to the exclusive

jurisdiction of such courts for any such controversy. You and Naked Leaf Skincare, LLC agree to commence any proceeding within 1 year after the Claim arises and that any proceeding commenced after 1 year shall be barred.

16. Remedies for Naked Leaf Skincare, LLC

In order to avoid irreparable injury to Naked Leaf Skincare, LLC, in the event of any breach or threatened breach by you of the provisions of this Agreement, we shall be entitled to seek an injunction and/or other equitable relief restraining such breach. Nothing in this Agreement shall be construed as prohibiting Naked Leaf Skincare, LLC from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of monetary damages from you.

17. Modifications to the Agreement

Naked Leaf Skincare, LLC may make changes to these Terms of Use and Conditions of Purchase, from time to time, in its sole discretion, by updating this posting on the Website without notice to you. Your continued use of the Website following the posting of a new version of the Terms of Use and Conditions of Purchase constitutes your acceptance of any such changes. Accordingly, whenever you visit the Website, check to see if a new version has been posted.

18. Trademark Notices

Naked Leaf Skincare, LLC is a trademark of Naked Leaf Skincare, LLC. All other trademarks and service marks displayed on the Website are the property of Naked Leaf Skincare, LLC or their respective owners. You may not use or display any trademarks or service marks owned by Naked Leaf Skincare, LLC without Naked Leaf Skincare, LLC's prior written consent. You may not use or display any other trademarks or service marks displayed on the Website without the permission of their owners.

19. Copyright Policy

It is Naked Leaf Skincare, LLC policy to respect the copyright and intellectual property rights of others. Naked Leaf Skincare, LLC may remove content that appears to infringe the copyright or other intellectual property rights of others. In addition, Naked Leaf Skincare, LLC may terminate access by users who appear to infringe the copyright or other intellectual property rights of others. Further, Naked Leaf Skincare, LLC complies with the Digital Millennium Copyright Act.

If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please provide Naked Leaf Skincare, LLC's Copyright Agent the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
2. A description of the copyrighted work that you claim has been infringed.
3. A description of where the material that you claim is infringing is located on the Website.
4. Your address, telephone number, and e-mail address.
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
6. A statement by you, made under penalty of perjury (e.g., notarized affidavit), that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please direct inquiries regarding infringement issues by email to Naked Leaf Skincare, LLC.

Code of Conduct

Naked Leaf Skincare, LLC aspires to protect its brands and bring quality products and exceptional consumer experience to its customers. One way we seek to accomplish such continuous improvement is to ensure fair and ethical workplace standards in our supply chain. More details of our Code of Conduct can be found at Naked Leaf Skincare, LLC

20. Other Important Terms

Naked Leaf Skincare, LLC may assign, transfer, or sub-contract any of our rights or obligations under these Terms of Use and Conditions of Purchase to any third party at our discretion. Any representations, warranties, and indemnification obligations made or undertaken by you will survive cancellation or termination of your account or relationship with Naked Leaf Skincare, LLC. No delay by Naked Leaf Skincare, LLC in exercising any right or remedy under these Terms of Use and Conditions of Purchase shall operate as a waiver of that right or remedy or shall affect Naked Leaf Skincare, LLC's ability to subsequently exercise that right or remedy. Any waiver must be agreed to by Naked Leaf Skincare, LLC in writing. These Terms of Use and Conditions of Purchase supersede any other terms

previously published by us and any other representations or statements made by us to you, whether oral, written, or otherwise.