

WEBSITE TERMS OF USE AND CONDITIONS

Last Modified: *January 1, 2024*

Acceptance of the Terms of Use and Conditions

These terms of use are binding upon the User and *Kiss This Makeup LLC* ("the Company"). The following terms and conditions set the rules for the User's access and use of *kissthismakeup.com*, including any content and services offered through *kissthismakeup.com* (the "Website"). Please read the Terms of Use and Conditions before using the Website.

By using this Website you accept these Terms of Use and Conditions. If you do not want to agree to these Terms of Use and Conditions, you must leave the Website and refrain from having any access to it in the future.

By using this Website, you represent and warrant that you are of legal age to consent to these Terms and Conditions. If you do not meet the legal age requirements to consent to these Terms and Conditions you must leave the Website and refrain from having any access to it in the future.

Changes to the Terms of Use and Conditions and to the Website

We may revise and update these Terms of Use and Conditions as necessary as possible and at our discretion. All changes are effective at the moment we post such changes and shall apply to all access and use of the Website.

The User must verify these Terms of Use and Conditions from time to time. The User's continued access and use of the Website following a revision of the Terms of Use and Conditions shall imply an acceptance of the changes.

The Company may change the content of this Website from time to time. However, this content is not necessarily complete or up-to-date and the Company is not under any obligation to update it.

Reliance on the Information Posted

The information presented on the Website is only available for information purposes. The Company does not warrant the accuracy or completeness of this information. The User may not place reliance on the information on the Website. The Company disclaims any liability that could arise if any user or any visitor to the Website relies on such materials.

Third parties may provide content to this Website that includes or may include materials provided by other users, bloggers, and third-party licensors, syndicators or reporting services. The opinions and statements expressed in these materials are solely the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion or views of the Company.

Website Access

The Company reserves the right to amend, modify or delete this Website and its services at our discretion. The Company will not be liable if the Website is unavailable. The Company may restrict user access to some parts of the Website or the entire Website.

The Company is not responsible if the User does not meet the requirements to access the Website. The information you provide to the Company must be up to date and complete. The User is responsible for informing all persons who use the User's internet connection about complying with the Website's Terms of Use and Conditions.

The User agrees that all the information provided to the Company for registration purposes is subject to its Privacy Policy. The User consents to all actions the Company takes under our Privacy Policy. The User is responsible for treating the username and password chosen or given as confidential. The User acknowledges that the account is personal and agrees to keep its information private from any other person. The User acknowledges that third parties do not have a right to access this Website with the User's registered information.

The User shall notify the Company immediately of any unauthorized access to or use of the User's registered information or any other sort of breach of security. The Company has the right to delete any registered information or delete any account if it considers that the User has violated any provision of these Terms of Use and Conditions.

Prohibitions

The User agrees not to use the Website in any way or form that violates any applicable federal, state, local, or international law. The User may not send, receive, upload, download, or otherwise transmit, or procure the sending of, any advertising or promotional material, including any junk mail, chain letter, spam, or any other similar solicitation, without the prior written consent of the Company.

The User may not impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity when using the Website. The User may not engage in any other conduct that restricts or inhibits other users' use or enjoyment of the Website or that may harm the Company or users of the Website, or expose them to liability.

Additionally, the User may not use the Website in any manner that could disable, overburden, damage, interfere, or impair other users' access to the Website or the proper working of the Website. Furthermore, the User may not use any bot, robot, spider, or any automatic device to access the Website for monitoring purposes.

User Content

The Website may contain forums, chat rooms, personal web pages or profiles, bulletin boards, and other interactive features that allow the users to post content or materials on the Website. Any User Content you post to the site will be considered non-confidential and non-proprietary. The User grants the Company and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

The User represents and warrants that the User has the right to distribute the content that the User posts or shares on the Website. The User also warrants that all such contents comply with these Terms of Use and Conditions. The Company is not responsible or liable to any third party for the contents posted on its Website.

Content Standards

These content standards apply to all content made by the User on the Website. These contents must comply with any applicable federal, state, local, and international laws and regulations.

Content by the User must not contain images or texts that are offensive, defamatory, abusive, harassing, violent, hateful, inflammatory, obscene, or otherwise objectionable. The User must not contribute any sexually explicit, violent, sexually discriminatory, or racist content. Furthermore, the User must also not violate any privacy rights of other Users or any third party, nor promote or advocate in favor of any illegal activity. Lastly, the User must not infringe any patent, trademark, copyright, or other Intellectual Property.

User Information

All the information collected on this Website by the Company is subject to our Privacy Policy. By using the Website, the User consents to any action the Company might take concerning the User's information and its compliance with the Privacy Policy.

The Company hereby incorporates any additional terms and conditions and by this reference and may also incorporate specific portions, services, or features of the Website.

Social Media, Toll Free Phone Calls and Links

The User may place a link to our homepage provided that it is done fairly and legally and does not damage our reputation. However, the User must not be associated with the Company and such linking does not constitute any form of approval or endorsement on the Company's part.

This Website may provide certain social media features that enable you to link from your own or certain third-party websites to certain content on this Website. It may also send emails or other communications with certain content, or links to certain content, on this Website, and cause limited portions of content on this Website to be displayed or appear to be displayed on the User's own or certain third-party websites.

The User may use these features solely as they are provided by the Company. The User you must not take any action concerning the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The User agrees to allow us to call and text them via our toll free number (877-977-5477) if they complete any of our contact forms.

The User agrees to cooperate with us in immediately ceasing any unauthorized linking. The Company reserves the right to withdraw linking permission without notice and may disable all or any social media features at any time without any prior notice.

Intellectual Property Rights

The Company owns the Website and its entire contents, features, and functionality, including but not limited to, all information, software, apps, texts, displays, images, video, and audio, and the design are the intellectual property of the Company and its licensors. The Company's intellectual property is protected by domestic and international copyright, trademark, patent, trade secret, and other intellectual property laws.

These Terms of Use permit the User to use the Website for personal use only. The User must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website. However, the User may print or download pages from the Website for the User's personal use. The User may also download desktop or mobile applications solely for personal use, provided that the User agrees to be bound by any license agreement the company may offer for such applications.

The User must not modify copies of any materials from this site, use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text. The User must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If the User prints, copies, modifies, downloads, or otherwise uses or provides any other person with access to any part of the Website, it will be considered a breach of the Terms of Use and Conditions. In such circumstances, the User's right to use the Website will stop immediately and must return or destroy any copies of the materials made.

Trademarks

The Company name, its trademarks, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. The User must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

No warranties

This website is provided “as is” without any representations or warranties, express or implied. The Company makes no representations or warranties in relation to this website or the information and materials provided on this website.

The Company does not warrant that this website will be constantly available, or available at all; or that the information on this website is complete, true, accurate, or non-misleading. Nothing on this website constitutes or is meant to constitute, advice of any kind. If you require advice in relation to any matter you should consult an appropriate professional.

Limitations of liability

The Company will not be liable to the User in relation to the contents of, or use of, or otherwise in connection with, this website for any indirect, special, or consequential loss; or for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

Indemnification

You agree to defend, indemnify, and hold harmless the Company from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use and Conditions or your use of the Website, including, but not limited to, your User Contents, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use and Conditions, or your use of any information obtained from the Website.

Governing Law

All matters relating to the Website and all issues that could potentially arise out of, or related to, these Terms of Use and Conditions, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed under the internal laws of the State of Florida without giving effect to any choice or

conflict of law provision or rule (whether of the State of *Florida* or any other jurisdiction).

The User waives any and all objections to the Company's exercise of jurisdiction by such courts and venue in such courts.

Waiver and Severability

If any provision of this website disclaimer is or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Entire Agreement

The Terms of Use and Conditions and other relevant policies incorporated herein by reference constitute the sole and entire agreement between the User and the Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, of any kind, regarding the use of the Website.

Comments and Concerns

If you have any comments or questions about these Terms of Use and Conditions, please notify the Company at info@kissthismakeup.com.