



Website Terms of Use

Please read these Terms and Conditions (the "**Agreement**") carefully before using this website. If you use www.jafrabiz.com (the "**JAFRA WEBSITE**"), you agree to be bound by this Agreement. If you do not agree to be bound by this Agreement, please do not use the JAFRA WEBSITE. JAFRA Cosmetics International, Inc., a company incorporated under the laws of the State of Delaware, U.S.A. (referred to herein as "**JAFRA**," "**we**," "**us**" and "**our**"), reserves the right to change this Agreement, in whole or in part, at any time, at our sole discretion, and to provide you with notice of such change by any reasonable means, including without limitation posting the revised draft of this Agreement on the JAFRA WEBSITE. You should always check this Agreement prior to using the JAFRA WEBSITE. Your continued use of the JAFRA WEBSITE following the posting of changes to this Agreement will mean that you accept those changes.

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

- The "**JAFRA Independent Consultant Agreement**" means JAFRA's Independent Consultant Agreement, collectively with any and all terms and conditions or subsequent agreements accompanying such agreement.
- A "**JAFRA Independent Consultant**" is an individual (a) who has agreed, pursuant to the terms of a JAFRA Independent Consultant Agreement, to be a JAFRA independent Consultant, (b) who remains an active JAFRA independent Consultant in good standing.
- If you are a JAFRA Independent Consultant, you acknowledge and agree that your use of the JAFRA WEBSITE is subject not only to this Agreement, but also to the terms and conditions contained in your JAFRA Independent Consultant Agreement.

1. INTENDED AUDIENCE.

The JAFRA WEBSITE is not intended to subject JAFRA to the laws or jurisdiction of any state, country or territory other than those of the United States. JAFRA makes no representation or warranty that any JAFRA WEBSITE, in whole or in part, or any products, services, or materials made available through the JAFRA WEBSITE, are appropriate or available for use in other locations. Those who choose to access the JAFRA WEBSITE from other locations 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.

"The content of www.jafrabiz.com is maintained by headquarters and is not intended to apply to or be binding upon sales operations carried out outside the U.S.A. territory."

2. RESTRICTED USES.

"JAFRA" and the other JAFRA trademarks, trade names, service marks and logos appearing on the JAFRA WEBSITE are proprietary trademarks of JAFRA. The use of any of our trademarks or any other content made available through the JAFRA WEBSITE, except as expressly provided in this Agreement, is strictly prohibited.

The contents of the JAFRA WEBSITE are copyrighted under United States copyright laws. Except as stated herein, none of the material on the JAFRA WEBSITE may be copied, reproduced, distributed, republished, displayed, posted or transmitted. Subject to your compliance with this Agreement, you may download one (1) copy of any particular materials from the JAFRA WEBSITE for your own personal, non-commercial use, provided that you agree to abide by any copyright notice or other restrictions contained in or applicable to such materials, including any author attribution, copyright or trademark notice or restriction in any such material that you download. Any modification of the materials or use of the materials for any other purpose, whether commercial or noncommercial, is a violation of JAFRA's copyright and other proprietary rights.

3. INFORMATION SUBMITTED VIA THE JAFRA WEBSITE.

Your submission of information through the JAFRA WEBSITE is governed by JAFRA's Security and Privacy Statement (the "**Security and Privacy Statement**"), located at jafra.com/Security and Privacy Statement, and this Agreement incorporates by reference the terms and conditions of the Security and Privacy Statement. You represent and warrant that any information you provide in connection with your use of the JAFRA WEBSITE is true, accurate and complete, and that you will maintain and update such information so that it remains true, accurate and complete.

4. REGISTRATION; USER NAMES AND PASSWORDS.

You may be required to register in order to access certain areas of the JAFRA WEBSITE. With respect to any such registration, we may refuse to grant you, and you may not use, a 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 JAFRA WEBSITE, and you agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the JAFRA WEBSITE, to any third party. You are fully responsible for all transactions (including any information transmitted in connection with any transactions) and other interactions with the JAFRA WEBSITE that occur in connection with your user name. You agree to immediately notify JAFRA 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 JAFRA WEBSITE, and to ensure that you "log off" and exit from your account with the JAFRA 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.

5. NOTICE REGARDING JAFRA INDEPENDENT CONSULTANTS AND JAFRA INDEPENDENT CONSULTANTS' PERSONALIZED SITES.

JAFRA Independent Consultants are independent third party contractors of JAFRA and are not otherwise affiliated with JAFRA. JAFRA is not responsible or liable for the statements, acts or omissions of JAFRA Independent Consultants, whether through or in connection with the JAFRA WEBSITE, "offline," or otherwise. Without limiting the foregoing, although JAFRA enables JAFRA Independent Consultants to create personalized online sites that contain JAFRA branding and content and that may share URLs with certain JAFRA WEBSITE, you acknowledge and agree that JAFRA has no control over, and is not responsible or liable for, any text, images, or other information or materials posted by JAFRA Independent Consultants to such personalized online sites or any customizations made by JAFRA Independent Consultants to such personalized online sites (such information, materials, and customizations, the "**JAFRA Independent Consultant Content**") or any materials communicated by an JAFRA Independent Consultant to you. JAFRA has not taken any steps to confirm the accuracy or reliability of any JAFRA Independent Consultant Content or other materials communicated by an JAFRA Independent Consultant to you, and makes no representations or warranties as to the security of any communications between you and any JAFRA Independent Consultants undertaken using JAFRA Independent Consultant Content (for example, email links posted by JAFRA Independent Consultants).

6. CONDUCT RULES.

We expect users of the JAFRA WEBSITE to comply with the law and respect the rights and dignity of others. In addition, your use of the JAFRA WEBSITE is predicated on your compliance with the rules set forth in this section. Failure to comply with these rules may result in termination of your access to the JAFRA WEBSITE pursuant to Section 12 below.

You agree not to:

- a.) Post, transmit, or otherwise make available through or in connection with the JAFRA WEBSITE:
 - 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 libelous; (c) fraudulent or tortuous; (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.
 - Any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities or activities.
 - Any virus, worm, Trojan horse, Easter egg, time bomb, 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.

- 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 JAFRA in advance.
- Any personally identifiable information of another individual, without the prior consent of such individual.
- Any material, non-public information about a company, without the proper authorization to do so.

b.) Use the JAFRA WEBSITE for any fraudulent or unlawful purpose.

c.) Use the JAFRA WEBSITE to defame, abuse, harass, stalk, threaten 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 JAFRA WEBSITE.

d.) Impersonate any person or entity, including without limitation any representative of JAFRA; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the JAFRA WEBSITE; or express or imply that we endorse any statement you make.

e.) Interfere with or disrupt the operation of the JAFRA WEBSITE or the servers or networks used to make the JAFRA WEBSITE available; or violate any requirements, procedures, policies or regulations of such networks.

f.) Use the JAFRA WEBSITE to advertise or offer to sell or buy any goods or services for any business purpose, without JAFRA’s express prior written consent.

g.) Reproduce, duplicate, copy, sell, resell, link to or otherwise exploit for any commercial purposes, any portion of, use of, or access to, the JAFRA WEBSITE.

h.) Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the JAFRA WEBSITE.

i.) Remove any copyright, trademark or other proprietary rights notice from the JAFRA WEBSITE or materials originating from the JAFRA WEBSITE.

j.) Frame or mirror any part of the JAFRA WEBSITE.

7. PURCHASES AND OTHER TRANSACTIONS.

JAFRA reserves the right, with or without prior notice, (a) to change product or service descriptions, images and references; (b) to limit the available quantity of any product or service; (c) to honor, or impose conditions on the honoring of any coupon, coupon code, promotional code, incentive offer or other promotion; (d) to prevent or prohibit any user or customer from completing any or all transaction(s); and/or (e) to refuse to provide any user or customer with any product or service. Price and availability of any product or service offered through the JAFRA WEBSITE are subject to change without notice, and JAFRA shall not be responsible for errors in the prices or descriptions of such products or services. Refunds and exchanges will be subject to JAFRA’s refund and exchange policies then in effect. You agree to pay all

charges that may be incurred by you or on your behalf through the JAFRA WEBSITE, at the price(s) in effect when such charges are incurred, including without limitation all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

8. LINKS TO OR FROM OTHER SITES.

Except as otherwise expressly stated by JAFRA on a JAFRA WEBSITE, JAFRA is not affiliated or associated with operators of any third party websites that link to or are linked from the JAFRA WEBSITE. JAFRA expressly disclaims any responsibility for the accuracy, content, or availability of information found on third party websites that link to or are linked from the JAFRA WEBSITE. We cannot ensure your satisfaction with any products or services that are available through any third party site that links to or is linked from the JAFRA WEBSITE because these third party sites 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 sites. 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 site or otherwise.

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

JAFRA shall have the right, at any time and at its sole discretion, to block links to the JAFRA WEBSITE through technological or other means without prior notice.

9. DISCLAIMER.

THE JAFRA WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. JAFRA MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF ANY MATERIAL ON OR ACCESSIBLE THROUGH THE JAFRA WEBSITE. ANY RELIANCE ON OR USE OF SUCH MATERIALS SHALL BE AT YOUR SOLE RISK. JAFRA MAKES NO REPRESENTATION OR WARRANTY (A) REGARDING THE STATEMENTS, ACTS OR OMISSIONS OF ANY JAFRA INDEPENDENT CONSULTANTS; (B) THAT THE JAFRA WEBSITE WILL BE AVAILABLE ON A TIMELY BASIS, OR THAT ACCESS TO THE JAFRA WEBSITE WILL BE UNINTERRUPTED, ERROR FREE OR SECURE; (C) THAT DEFECTS OR ERRORS WILL BE CORRECTED; OR (D) THAT THE JAFRA WEBSITE OR THE SERVERS OR NETWORKS THROUGH WHICH THE JAFRA WEBSITE ARE MADE AVAILABLE ARE SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

While we try to maintain the integrity and security of the JAFRA WEBSITE and the servers from which the JAFRA WEBSITE is operated, the JAFRA WEBSITE may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the JAFRA WEBSITE.

10. LIMITATION OF LIABILITY.

IN NO EVENT SHALL JAFRA, ITS SUBSIDIARIES OR AFFILIATES, OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR REPRESENTATIVES (THE FOREGOING ENTITIES, COLLECTIVELY, THE "**JAFRA ENTITIES**") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF (A) THIS AGREEMENT, (B) THE JAFRA WEBSITE, (C) YOUR USE OF OR INABILITY TO USE THE JAFRA WEBSITE, OR (D) THE ACTS OR OMISSIONS OF JAFRA INDEPENDENT CONSULTANTS, IN EACH EVENT, EVEN IF JAFRA OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. JAFRA 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. JAFRA IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY (INCLUDING WITHOUT LIMITATION ANY JAFRA INDEPENDENT CONSULTANT), OR ANY INFRINGEMENT BY A THIRD PARTY OF ANOTHER'S INTELLECTUAL PROPERTY, PRIVACY OR OTHER RIGHTS. IN NO EVENT SHALL JAFRA'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 JAFRA WEBSITE, OR YOUR USE OF OR INABILITY TO USE THE JAFRA WEBSITE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR USING OR ACCESSING THE JAFRA WEBSITE.

11. INDEMNIFICATION.

You will indemnify and hold the JAFRA Entities harmless from and against any and all claims, actions, demands, causes of action and other proceedings arising from or related to any of the following (the "**Claims**"): (a) your use of, inability to use, or activities in connection with the JAFRA WEBSITE; (b) any violation of this Agreement or any other JAFRA terms, conditions or policies by you or through any account you may have with any JAFRA WEBSITE; (c) any Transaction; (d) any allegation that any Submission or other materials that you make available through the JAFRA WEBSITE infringe or otherwise violate the intellectual property, privacy, or other rights of any third party; or (e) your violation of any rights of any JAFRA WEBSITE visitor, user, or customer, or any other third party; and you agree to reimburse the JAFRA Entities 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 Claim(s).

12. TERMINATION AND ENFORCEMENT.

This Agreement is effective until terminated by JAFRA. You agree that JAFRA, at its sole discretion, may terminate your access to or use of the JAFRA WEBSITE, at any time and for any reason, including without limitation if JAFRA believes that you have violated or acted inconsistently with the letter or spirit of this Agreement (including but not limited to your failure to comply with the rules of conduct set

forth above). Upon any such termination, your right to use the JAFRA WEBSITE will immediately cease. You agree that any termination of your access to or use of the JAFRA WEBSITE may be effected without prior notice and that JAFRA 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 JAFRA shall not be liable to you or any third party for any termination of your access to the JAFRA 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. JAFRA reserves the right to take steps that JAFRA 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 JAFRA WEBSITE and/or a third party claim that your use of the JAFRA WEBSITE is unlawful or violates such third party's rights).

13. INFORMATION OR COMPLAINTS.

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the JAFRA WEBSITE, please send an email to JAFRAcares@jafra.com. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210.

14. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Delaware, U.S.A. without regard to its conflicts of laws principles.

15. 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 JAFRA. 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 JAFRA 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 JAFRA relating to such subject matter. Notices to you may be made by posting a notice (or a link to a notice) to any JAFRA WEBSITE, by email, or by regular mail, at JAFRA'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.