

Bellissima International Terms of Use

Welcome to the www.bellissimainternational.com website (the "Site"). The Site is owned and operated by Bellissima Products Inc. Please review the following terms and conditions carefully.

1. Acceptance of Agreement

By accessing, using or browsing the Site, you agree to be bound by these Terms of Use and to comply with all applicable laws and regulations. Bellissima International reserves the right, in its sole discretion, to change, add or modify any portion of these Terms of Use at any time by posting new Terms of Use on the Site. Your continued use of the Site after such changes are posted will constitute your agreement to such changes. If you do not agree with any of these terms or changes to the Terms of Use, please do not use the Site.

2. Modifications to the Site

Bellissima International reserves the right, for any reason, in its sole discretion, to terminate, suspend or change any aspect of the Site including but not limited to content, features or hours of availability. Bellissima International may impose limits on certain features of the Site or restrict your access to part or all of the Site without notice or penalty.

3. User Conduct

You are solely responsible for the content and context of any materials you post or submit through the Site. You warrant and agree that while using the Site, you will not upload, post, transmit, distribute or otherwise publish through the Site any materials which: (a) are unlawful, threatening, harassing, libelous, defamatory, pornographic or profane; (b) restrict or inhibit any other user from using or enjoying the Site; (c) constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability; or (d) contain a virus or other harmful component, advertising of any kind, or false or misleading indications or origin or statements of fact.

4. Intellectual Property

You acknowledge and agree that all content and materials available on the Site, including but not limited to the Bellissima International name and logos, are protected by intellectual property and other laws. Except as expressly authorized by Bellissima International, any use, copy, reproduction, display, performance, modification or transmission is strictly prohibited. Notwithstanding the above, you may download one copy of the content and materials on the Site on any single computer for your personal non-commercial use, provided you do not: (a) modify or copy the materials; (b) use the materials for any commercial purpose or for any public display (commercial or noncommercial); (c) attempt to decompile or reverse engineer any software contained on the Site; (d) remove any copyright or other proprietary notations from the materials; (e) transfer the materials to another person; or (f) "mirror" the materials on any other server. This license shall automatically terminate if you violate any of these restrictions.

5. User Submissions

Any information, data, material, remarks, ideas, concepts or other information you transmit or post to the Site ("Submitted Information") will be considered non-confidential and non-proprietary. Bellissima International will have no obligations to you with respect to the Submitted Information, and may, at its option and without compensation to you, disclose, distribute, copy, incorporate, or otherwise use the Submitted Information for any and all commercial and non-commercial purposes.

6. Professional

Professionals are able to register to access a professionals-only, password-protected area of the Site. You agree that you will provide accurate information when creating such an account and that you will keep your account information up-to-date. You are solely responsible for protecting the confidentiality of your password and may not disclose your password to any other person. In the event that an unauthorized user gains access to the password-protected area of the Site as a result of your acts or omissions, you agree that you shall be liable for any such unauthorized use.

7. Diversion Policy

Bellissima International is a professional, salon-only brand. Our products are manufactured for sale and distribution exclusively in salons where the use and purchase of our products are guided by the advice of salon professionals. Sale of Bellissima International products in non-professional retail, mass, drug, and food channels, as well as any sales over the Internet, whether on auction or independently-owned sites, are prohibited by Bellissima International contracts and long-standing company policies.

Bellissima International does not guarantee the genuineness, quality, or freshness of its products sold outside authorized salon channels. Such products may be adulterated or misbranded and may not bear legally-required batch code or ingredient information.

Internationally, Bellissima International assigns specific country territories to its distributors. Sales by others into those territories from other countries, whether by the Internet or otherwise, violate the rights of those distributors and interfere with our contractual relations with them, as well as with our respective rights for prospective economic advantage. Such sales, which frequently involve false declarations and illegal shipment of flammable materials via U.S. mail, violate not only U.S. Customs and U.S. Postal Service laws, but also the import laws of the country of destination. Such actions may subject both sellers and purchasers to criminal sanctions, fines, and confiscation.

8. DISCLAIMER OF WARRANTIES

THE SITE, INCLUDING ALL CONTENT, FUNCTIONS, AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. Bellissima International DOES NOT WARRANT THAT THE SITE OR THE FUNCTIONS, FEATURES OR CONTENT CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CERTAIN USERS.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL Bellissima International BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR INABILITY TO USE, THE SITE OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO EVEN IF BELLISSIMA INTERNATIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CERTAIN USERS. IN NO EVENT SHALL BELLISSIMA INTERNATIONAL TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE) ARISING FROM THIS AGREEMENT OR YOUR USE OF THE SITE EXCEED ONE HUNDRED DOLLARS (\$100.00) IN THE AGGREGATE.

10. Indemnification

You agree to defend, indemnify and hold Bellissima International, and its officers, directors, employees, agents, licensees, successors and assigns harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred or suffered by them in connection with any claim arising out of or related

to: (a) your use of the Site; (b) your breach or violation of these Terms of Use; (c) your dispute with another user; or (d) the unauthorized access to any password-protected area of the Site using your password. Bellissima International reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle or otherwise dispose of any matter without the prior written consent of Bellissima International.

11. Termination

These Terms of Use constitute a binding agreement between you and Bellissima International until terminated by you or Bellissima, which Bellissima International may do at any time, without notice, in its sole discretion. If you become dissatisfied with the Site, your only recourse is to immediately discontinue use of the Site.

12. Linking Restrictions

You may provide a hypertext link to the Site on another website, provided that: (a) the link must be a text-only link clearly marked "Bellissima International Home Page" and only go to the Site's home page; (b) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with Bellissima International name and trademarks; (c) the appearance, position and other aspects of the link may not create the false impression that an entity is associated with or sponsored by Bellissima International; (d) when activated by a user, the link must display the Site full-screen and not within a "frame" on the linked website; and (e) Bellissima International reserves the right to revoke its consent to the link at any time in its sole discretion.

13. Choice of Law; Forum

These Terms of Use shall be governed by and in accordance with the laws of the State of California, without regard to conflicts of law provisions. Any controversy involving Bellissima International arising from or in any way related to these Terms of Use or your use of the Site shall be heard in the appropriate State or Federal court in Los Angeles County, California and you irrevocably consent to the jurisdiction of such courts.

14. Notices

Except as explicitly stated otherwise, any notices shall be given by email to www.bellissimainternational.com at the email address you provide to Bellissima International. Notice shall be deemed given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid.

15. General Provisions

If any provision of these Terms of Use is held to be invalid or unenforceable by a court of competent jurisdiction, then such provision shall be enforced to the maximum extent possible so as to effect the intent of these Terms of Use, and the remainder of the Terms of Use shall continue in full force and effect. The failure by either you or Bellissima International to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. You agree that any cause of action arising out of or related to the Site or these Terms of Use must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. This agreement comprises the entire agreement between you and Bellissima International, and supersedes all prior agreements between the parties regarding the subject matter contained herein. All provisions in these Terms of Use regarding representations and warranties, indemnification, disclaimers, and limitation of liability shall survive the termination of these Terms of Use.

16. Contact Information

If you have any questions or comments about these Terms of Use, please contact Bellissima International at:

Bellissima International Inc.
Attn. Legal Department
PO Box 669
Soquel, CA 955073

www.bellissimainternational.com
1-888-428-4357 / 831-462-5388