

My Butterfly, LLC

Terms of Use

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, INCLUDING LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU.

Welcome to My Butterfly, and thank you for visiting <http://www.mybutterflybeauty.com> website. This Agreement sets forth the legal terms and conditions of your use of the My Butterfly website and various related sites and services. Your use of this website is subject to your compliance with all the terms, conditions, and notices contained or referenced in this Agreement, as well as any other written agreement between us.

1. Acceptance of Terms.

My Butterfly company ("My Butterfly" or "we", "us", "our") provides access to the My Butterfly website, located at www.mybutterflybeauty.com, (the "website") subject to your acceptance of this website User Agreement ("Agreement"). BY CLICKING ON THE "I AGREE" BUTTON OR OTHERWISE USING THE WWW.MYBUTTERFLYBEAUTY.COM WEBSITE, YOU AGREE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. If you agree, click on the "I AGREE" button on the registration page. If you click "I AGREE" without actually reading or printing this license agreement, you will nevertheless be legally bound. If you do not agree to be bound by the terms of this Agreement, you will not be able to proceed with the registration process and become an Independent Consultant.

IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, PLEASE EXIT THIS SITE NOW. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS WEBSITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS WEBSITE, IS TO STOP USING THIS WEBSITE AND THE APPLICABLE PRODUCTS, SERVICES, CONTENT OR INFORMATION.

When using a particular feature of the website, you may also be subject to any posted guidelines, rules, terms of service, acceptable use policies, privacy policies, or other contractual provision as noted. My Butterfly may update this Agreement from time to time without prior notice to you. We encourage you to review this Agreement periodically for any updates or changes.

IF YOU ARE A MY BUTTERFLY INDEPENDENT CONSULTANT (IC) YOU ARE BOUND BY ADDITIONAL TERMS AND CONDITIONS CONTAINED IN YOUR IC AGREEMENT AND THE POLICIES AND PROCEDURES.

2. Eligibility.

You represent and warrant that you are at least 18 years old and are of sufficient legal age to use the website and to enter into the binding legal obligations you may incur as a result of use of the website. You agree to be financially responsible for any liability you may incur as a result of using the website.

3. Access and Passwords.

As part of our registration process you may have selected a particular username and password that will entitle you to enter password protected areas of the website. By registering, you agree that all information provided in the registration process is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate. You agree that you are the only individual entitled to access the site using your username or password, and you agree not to permit others to access the site under your sign up information. You may not assign or otherwise transfer your account to any other person or entity. If you lose your username or password our system can quickly generate you a new one. Just contact us at custsvc@mybutterflybeauty.com or click the "forgot password" link on the sign in page.

4. Use of the website.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE INTERNET. You understand that My Butterfly cannot and does not guarantee or warrant that files available for downloading from the website will be free of infection or viruses, worms, Trojan horses, time bombs, cancelbots or other computer programming routines that are intended to intercept or expropriate any system, data or personal information, or to damage, detrimentally interfere with any system. You are responsible for implementing sufficient firewalls, virus protections and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the website for the reconstruction of any lost data.

5. Online conduct.

ICs and users agree that they are solely responsible for the content or information ICs and users publish, post or display on the website, or transmit to other ICs and users.

You agree to use the website in a manner consistent with any and all applicable laws and regulations that you will not post any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law. You agree that you will not post on the website, or transmit to other ICs and users or employees, any defamatory, inaccurate, abusive, obscene, profane, offensive sexually oriented, threatening, harassing, racially offensive, or illegal material, comments, suggestions, photos, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). Please notify us of any material contained on the website that you believe infringes these rules by sending an email to custsvc@mybutterflybeauty.com.

You will not engage in advertising to, or solicitation of, other ICs and users to buy or sell any products or services through the website. You will not transmit any chain letters, spam or junk email to other ICs and users.

You will not harvest or collect personal information about other ICs and users whether or not for commercial purposes, without their express consent. You will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the website or its contents. You will not "frame" or "mirror" any part of the website, without our prior written authorization. You also shall not use metatags or code or other devices containing any reference to My Butterfly or the website in order to direct any person to any other website for any purpose. You will not modify, adapt, sub-license, translate, sell, reverse engineer, decipher, de-compile or otherwise disassemble any portion of the website or any software used on or for the website or cause others to do so.

You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.

We reserve the right to terminate or restrict your access to the website if, in our opinion, your use of the website may violate any laws, infringe upon another person's rights or violate the terms of this Agreement.

6. Links to Other websites.

My Butterfly expends great efforts to provide only high quality web resources that are valuable and appropriate. However, because My Butterfly does not have control over the changing nature of content on sites that are listed in its links, My Butterfly lists third party sites for use at the user's risk and explicitly disclaims any responsibility for the accuracy, content, or availability of information the resources may contain. Subsequently, My Butterfly does not warrant or guarantee that information from a listed site will not contain material that is inaccurate, or which some individuals may deem inappropriate or objectionable.

7. Intellectual Property.

The contents of the website, such as text, graphics, logos, audio clips, video, photographs, software, and other information (the "Content") is the property of My Butterfly and/or its affiliates or partners, and is protected by federal and international copyright and trademark laws, or other proprietary rights. These rights are protected in all forms, media and technologies existing now or hereinafter developed. You may print and download portions of material from the different areas of the website solely for your personal non-commercial use or your non-commercial use or as otherwise permitted in writing. No portion of the Content may be reprinted, republished, modified, or distributed in any form without the express written permission of My Butterfly, unless otherwise noted. Certain content may be licensed from third parties and all such third-party content and all intellectual property rights related to the content belong to the respective third parties. You may not remove, alter or modify any copyright, trademark or other intellectual property or proprietary notice or legend contained on the website or the Content. Any rights not expressly granted by this Agreement or any applicable end-user license agreements are reserved by My Butterfly.

My Butterfly, logos, and all product and service names, company names, unless otherwise noted, are trademarks and/or trade dress of My Butterfly, LLC. The use or misuse of any Marks or any other materials contained on the website, without the prior written permission of their owner, is expressly prohibited. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent or trademark of My Butterfly or any third party.

ANY UNAUTHORISED USE OF ANY MATERIALS CONTAINED ON THIS WEBSITE MAY VIOLATE COPYRIGHT LAWS, TRADEMARK LAWS, THE LAWS OF PRIVACY AND PUBLICITY, AND COMMUNICATIONS REGULATIONS AND STATUTES.

8. Limitation of Liability.

THE INFORMATION, SERVICES, PRODUCTS, AND MATERIALS CONTAINED IN THIS WEBSITE ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MY BUTTERFLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH INFORMATION, SERVICES, PRODUCTS, AND MATERIALS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN ADDITION, MY BUTTERFLY DOES NOT WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS WEBSITE IS CURRENT, COMPLETE, OR ERROR-FREE. SOME STATES/PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL MY BUTTERFLY, IT'S SUBSIDIARIES, AFFILIATED ENTITIES, OFFICERS, EMPLOYEES, AGENTS, LICENSEES OR LICENSORS, OR ITS SUPPLIERS OR RESELLERS (EITHER JOINTLY OR SEVERALY) BE LIABLE TO YOU OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL DAMAGES OR OTHER LOSS OF ANY CHARACTER, RELATING TO THE WEBSITE, THE COMMUNITY OR CONTENT, THIS AGREEMENT OR ACTIVITIES RELATING THERETO EVEN IF My Butterfly SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN MY BUTTERFLY'S LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

9. Account and Password.

Online Purchases. If you are purchasing goods or services online for the first time, we will automatically route your information to a My Butterfly IC, who will supply you with an identification number ("My Butterfly I.D.") which will enable My Butterfly to process and ship your online order. In connection with any future orders, you will be asked to input your My Butterfly I.D. Number.

You are solely responsible for all activities within your account under your password and My Butterfly identification number. Your password should be treated with care and should not be disclosed to anyone. You cannot use your password or anyone else's password for any unauthorized purpose. You indemnify My Butterfly and its staff from all claims and liabilities made by a third party resulting from all activities incurred within your account.

In consideration of your use of the website you agree to: (i) provide true, accurate, and current and complete information about yourself or your organization as prompted by the website (the "registration information"); and (ii) maintain and update the Registration Information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and decline to permit your continued use of the website and future access to the website.

10. Indemnification.

You agree to indemnify, defend and hold My Butterfly and its affiliates, subsidiaries officers, directors, employees and agents harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including actual attorneys' fees) resulting from (i) your use, misuse or abuse of the website, (ii) your use or purchase of services or goods provided through the website, or (iii) your breach of any provision of this Agreement. You will cooperate as fully as reasonably required in My Butterfly's defense of any claim. My Butterfly 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 any matter without the written consent of My Butterfly.

11. Purchases and Payments.

If you wish to purchase any product or service or to make a payment to your My Butterfly account through a My Butterfly website, you may be asked to supply certain information relevant to your purchase or payment, including without limitation your credit card number, your credit card verification or other security code, the expiration date of your credit card, your billing address and your shipping information. Any such information provided through My Butterfly websites will be treated by My Butterfly in accordance with this Agreement and the Privacy Policy. You represent and warrant that you have the legal right to use any credit card(s) or other payment means used to initiate any purchase or payment.

My Butterfly 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 prevent or prohibit any user or customer from making any or all purchases or

payments; and/or (d) to refuse to provide any user or customer with any product or service. Price and availability of any product or service offered through My Butterfly websites are subject to change without notice, and My Butterfly shall not be responsible for errors in the prices or descriptions of such products or services. Refunds and exchanges will be subject to My Butterfly's terms of sale, and/or refund and exchange policies then in effect. You agree to pay all charges that may be incurred by you or on your behalf through My Butterfly websites, 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.

12. Confidentiality.

For ICs, your user license includes a revocable right to access and use certain trade secret, confidential, and proprietary business information, which includes, without limitation, genealogy information, i.e., information compiled by My Butterfly that discloses or relates to all or part of the downline or upline within the IC's sales organization, including, without limitation, IC lists, and all IC contact and business performance information. You acknowledge that My Butterfly is the exclusive owner of all such confidential information and agree to maintain all confidential information in strictest confidence and to use it only as authorized by My Butterfly. You agree not to compile, organize, access, create lists of, or otherwise use confidential information except as authorized by My Butterfly under the IC Policies and Procedures, as amended.

13. Linking and Framing Policy.

This website may contain links to other websites operated by third parties. The linked sites are not under our control and we are not responsible for their content. Such links do not imply our endorsement or guarantee of the products, information, or recommendations provided by any third-party site. The third-party site may have a privacy policy different from ours and may provide less security than this website. We disclaim all liability with regard to your access to such linked websites. We provide links to other sites as a service to users, and access to any other sites linked to this website is at your own risk.

Unless you have a written agreement in effect with My Butterfly that states otherwise, you may only provide a hyperlink to the website on another website only if the link is a text-only link clearly marked "My Butterfly" or "www.mybutterflybeauty.com," and the link is directed to the URL www.mybutterflybeauty.com and not to other pages within the website. In addition, the link, when activated by a user, must display the website full-screen and not within a "frame" on the linking website. Further, the appearance, position and other aspects of the link must not be such as to damage or dilute the goodwill associated with My Butterfly name and trademarks or create the false appearance that My Butterfly is associated with, approves of, nor is a sponsor of the linking website. My Butterfly reserves the right to revoke its consent to any link at any time in its sole discretion.

14. Acceptable and Lawful Use of the website.

Any information provided to My Butterfly in connection with use of the website: (a) shall not be false, inaccurate or misleading; (b) shall not be obscene or indecent; (c) shall not contain

any viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to intercept or expropriate any system, data or personal information, or to damage, detrimentally interfere with any system.; (d) shall not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (e) shall not be defamatory, libelous, unlawfully threatening or harassing; and (f) shall not create liability for My Butterfly or cause us to lose the services of our Internet service providers or other suppliers.

You agree not to interfere or take action that results in interference with or disruption of the website or servers or networks connected to this website. You agree not to attempt to gain unauthorized access to other computer systems or networks connected to this website.

15. Anti-Spam Policy.

My Butterfly strictly prohibits the sending of unsolicited bulk email (spam). Spam is defined for this purpose as sending messages similar in content to any persons, entities, newsgroups, forums, email lists, or other groups or lists unless prior consent has been obtained from the email recipient or unless there is a preexisting business or personal relationship with the email recipient. My Butterfly also prohibits using false headers in emails or falsifying, forging or altering the origin of any email in connection with My Butterfly, and/or its products and services. My Butterfly prohibits engaging in any of the foregoing activities by using the service of another provider, remailer service, or otherwise. If you or anyone you know is "spammed" by someone who is selling or describing My Butterfly's products and services, please contact us promptly so that we make take appropriate action.

16. Governing Law, Jurisdiction and Venue.

This Agreement and access to the website shall be governed by and construed in accordance with the law of the state of California, exclusive of its choice of law rules and matters affecting copyrights, trademarks and patents under U.S. federal law. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the state of California and of the United States of America located in California for any litigation arising out of or relating to use of the website or purchases of services made through the website (and agree not to commence any litigation relating thereto except in such courts). You hereby irrevocably and unconditionally waive any objection to the laying of venue of any such litigation in the courts of the state of California and agree not to plead or claim in any court in the state of California that such litigation brought therein has been brought in an inconvenient forum.

17. Waiver.

No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. The terms and conditions of this Agreement may be waived or amended only in writing and only by the party that is entitled to the benefits of the term(s) or condition(s) being waived or amended. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in

addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

18. Severability.

In the event that one or more portions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision contained in this Agreement.

19. Headings.

The headings used throughout this Agreement are solely for the convenience of reference and are not to be used as an aid in the interpretation of this Agreement.

20. Assignment.

You may not assign your rights or delegate your responsibilities hereunder without the express written permission of My Butterfly, except pursuant to the sale of your business, or all or substantially all of its assets. My Butterfly may, at any time, assign its rights or delegate its obligations hereunder without notice to you.

21. Third Party Beneficiary Rights.

No person not a party to this Agreement is intended to be a beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

22. Changes to These Terms of Use.

We reserve the right, in our sole discretion, to change these Terms at any time. Updated versions of the Terms will be posted here on our website and are effective immediately. The date of the newest version is posted below. Please check back frequently, especially before you use our website, to see if these Terms have changed. Continued use of the website after any changes to the Terms constitutes your consent to such changes.

23. Contact Us.

If you have any concerns about the website or these Terms, please send an e-mail to customer service at custsvc@mybutterflybeauty.com, or call 1-855-777-0245. We will make every reasonable effort to address your concerns and remedy any problems you bring to our attention.