

## **Younique Beauty Guide and Quiz Terms of Use**

These Terms of Use govern your access and use of the Younique Beauty Guide and Quiz. Your use of the Younique Beauty Guide and Quiz is also subject to the general Younique Website Terms of Use, as set forth below.

By accessing the Younique Beauty Guide and Quiz you agree that you are doing so for your own benefit, or if accessing on behalf of a third party, that you have the consent of the third party to upload any image or provide any personal information, including personal data of that third party. You further understand that, whether via the Younique Beauty Guide, or Quiz, no product claims are made, or intended to be made with any product recommended or displayed. The look of each individual product on the Younique Beauty Guide is intended to be as accurate as possible. However, Younique cannot guarantee any product displayed or recommended will achieve any specific result or look when the product is actually applied. Any product recommendations are based on input and selections you may have provided and may depend on the quality of image you have provided.

Please note that none of the products displayed or recommended are intended to diagnose, treat, cure, mitigate, or prevent any disease or skin disorder. Individual result will vary depending on skin type, shade, tone, and a number of other factors. Aside from specific claims about specific products, Younique makes no claims or representations as to the efficacy or success of any products as a result of the representations on the Younique Beauty Guide or any product recommendations provided as a result of your responses. While Younique has conducted industry-standard safety testing on our products, this cannot account for individual skin sensitivities. We recommend that you review the ingredient list for each product before you purchase and consult with a professional before use, particularly if you have any skin conditions or sensitivities.

## **Younique Terms of Use**

These are the Terms of Use (the “Terms of Use”) that govern your access and use of the services and features on the sites owned and operated by Younique, LLC and its affiliates (collectively, “Younique”), including <https://www.youniqueproducts.com> and such other sites as may be added from time to time (collectively, the “Site”). Our [Privacy Policy](#), as well as any other terms, conditions, guidelines, and policies which you may find throughout the Site in connection with certain features, promotions, contests, and functionalities, are also deemed a part of and included in these Terms of Use. These Terms of Use apply, regardless of whether you are accessing or using the Site from a computer, mobile phone, or other device.

By accessing or using the services and features of the Site, you agree to be bound by these Terms of Use and by any amendments in effect at the time of your visit. If you do not agree with these Terms of Use, you should not access or use the Site. Younique reserves the right to change, modify, add, or remove any part of these Terms of Use and to discontinue or revise any or all aspects of the Site, in its sole discretion, at any time and without prior notice. Please check this page periodically for any modifications to these Terms of Use. Any changes will be effective as of the date they are posted. Your continued use of the Site following the posting of any changes will mean that you understand and have accepted such changes.

## **1. Privacy Policy**

Please review our [Privacy Policy](#) for a better understanding of how we collect, use, disclose, and protect your information. Our [Privacy Policy](#) is deemed a part of, and is hereby incorporated by reference into, these Terms of Use.

## **2. General Use of the Younique Site**

Younique grants you a personal, non-commercial, non-exclusive, limited, revocable, non-transferable license to access and use the Site, conditioned upon your continued acceptance of, and compliance with, these Terms of Use. Your access and use of the Site is solely at your own risk and is subject to all applicable local, state, national, and international laws and regulations. Except as expressly permitted in these Terms of Use, you may not use, reproduce, distribute, reverse engineer, modify, copy, publish, display, transmit, adapt, frame, link, sell, license, or in any way exploit the content of the Site. Younique does not guarantee the confidentiality or security of any communication or other material transmitted to or from the Site over the Internet or other communications networks.

You must be 18 years old or the age of majority in your jurisdiction, whichever is greater, to purchase products through the Site. If you are less than 18 years old or less than the age of majority in your jurisdiction, whichever is greater, you may not purchase products through the Site. The Site is not intended for children less than 16 years old. If you are less than 16 years old, you may browse the Site. However, you may not make any purchases on the Site, become a registered user of the Site, or provide your information to us.

You represent and warrant to Younique that (i) you are at least 18 years old or the age of majority in your jurisdiction, whichever is greater; (ii) you have the power and authority to enter into and perform your obligations under these Terms of Use and, in doing so, will not violate any other agreement to which you are a party; (iii) all information provided by you to Younique, including without limitation in connection with any product purchase or user registration, is truthful, accurate, current, and complete; (iv) you are the authorized signatory of any debit or credit card or other payment method provided to Younique to pay any fees or charges incurred in connection with any product purchase or other use of the Site; (v) you shall comply with all terms and conditions of these Terms of Use, including without limitation the provisions set forth in Section 14, “Disclaimer of Warranties,” Section 15, “Limitation of Liability,” and Section 16, “Indemnification”; (vi) you have not previously been suspended or removed from the Site; and (vii) you do not have more than one (1) account at any given time for the Site.

You understand and agree that you may not (a) interfere or attempt to interfere with the proper working of the Site; (b) bypass any measures we may use to prevent or restrict access to the Site or accounts associated with the Site; (c) collect or store information about Site users without authorization, including for purposes of transmitting or helping others transmit unsolicited marketing or other electronic communications; (d) run any form of auto-responder or “spam” on

the Site; or (e) use manual or automated software, devices, or other processes to “spider” or “crawl,” the Site or to collect or scrape any content or information from the Site.

If we believe or suspect any information you provide to us is not true, accurate, current, or complete or that you have otherwise violated these Terms of Use, we may terminate your account or deny or terminate your access to the services and features on the Site (or any portion thereof) at any time.

### **3. Account Information**

In order to access certain features or contests on the Site, register as a Younique Presenter, or create a customer account, you must first log in, either by using an existing social media account or by creating an account using an email address and password of your choice. You agree to (i) provide true, accurate, current, and complete information about yourself as prompted by the applicable registration form, and (ii) maintain and promptly update such information to make sure it is true, accurate, current, and complete.

You are responsible for maintaining the confidentiality of your account and password. You agree to (a) not allow any third party to use your account or password under any circumstances; (b) immediately notify Younique of any unauthorized use of your account or password or any other breach of security; (c) make sure that you exit from your account at the end of each session; and (d) not store your account information on public or third-party computers, mobile phones, or other devices. You understand and acknowledge that you are fully responsible and liable for all activities and charges, including, but not limited to, product purchases, that occur under your account or password. You understand and agree that Younique will not be responsible or liable for any loss or damage arising from or in connection with your failure to comply with these requirements or any theft, misappropriation, disclosure, or unauthorized use of your login information.

Without limiting any rights we may otherwise have, Younique reserves the right to take any action we deem reasonable or necessary to protect the security of your account, including, but not limited to, asking you to change your password, requesting additional information in order to authorize any purchases or other actions under your account, or terminating your account.

### **4. Fraud Prevention**

Younique routinely screens product orders for fraud or other illegal or unauthorized activity. We reserve the right to cancel product orders or refuse to ship to certain addresses due to suspected fraud or illegal or unauthorized activity.

### **5. Consent to Receive Electronic Communications**

By accessing and using the Site and its services and features and/or creating a Younique account, you consent to receive any communications and data related to these Terms of Use, your Younique account, and your use of the Site (collectively, “Notices”) via electronic mail. If you do not wish to receive such Notices from us via electronic mail, you must notify us to this effect and discontinue your use of the Site. Please note that your consent to receive such Notices is separate

from any elections you may make to receive marketing and other promotional communications from Younique, which elections are governed by our [Privacy Policy](#).

## **6. Intellectual Property Rights**

All trademarks, service marks, logos, trade dress, trade names, copyrights, information, content, data, images, photographs, audio and video material, artwork, text, graphics, multimedia content, compilations, and other material that you see or read on the Site and all related code and material of any kind or nature (collectively, the “Younique Materials”), but not including any Submitted Materials (as defined below in these Terms of Use), are owned by Younique or are being used by Younique with permission. The Younique Materials are protected by international, federal, and state laws and regulations, including but not limited to copyright, trademark, trade secret, trade dress, and other laws and regulations.

Younique grants you a nonexclusive, limited, revocable, non-transferable license to access and use the Younique Materials solely for your non-commercial personal use, including downloading one copy of the Younique Materials on any single computer, provided you keep intact any copyright, trademark, and other proprietary notices on the Younique Materials and do not modify the Younique Materials in any way. You may not modify, reuse, or re-post the Younique Materials or use the Younique Materials for public or commercial purposes without Younique’s prior written permission. Without limiting the forgoing, you agree not to use the Younique Materials for any other use or purpose.

## **7. Trademarks**

The Site contains valuable trademarks owned and used by Younique. Younique uses these trademarks to distinguish its goods and services from those of others. The Site may also contain references to other entities’ trademarks and service marks. Such references are for identification purposes only and are used with permission of their respective owners. Younique does not claim ownership in, or any affiliation with, any third-party trademarks or service marks appearing on the Site. You agree not to use or display trademarks without the prior written consent of Younique or the owner of such mark.

## **8. Product Information**

All materials and information, as well as any products, services, tools, applications, features, and functionalities, provided by Younique on or through the Site are for informational purposes only and are not in any way intended to provide medical or business advice or training. Nothing on the Site is intended to be used, and as a result should not be used, for medical diagnosis or treatment, or to take the place of the advice of a physician or other qualified health provider. Any product recommendations provided on the Site or generated through any interactive tools available on or through the Site are general recommendations only based on general factors and are not intended to be, and do not take the place of, a medical diagnosis or individual consultation. Individual results from the use of Younique products will vary depending on the individual, and Younique makes no guarantee regarding the results you may experience from using these products.

None of the Younique products is intended to diagnose, treat, cure, mitigate, or prevent any disease or skin disorder. All products should be used strictly in accordance with their instructions, warnings, and guidelines. While Younique has conducted industry-standard cosmetic safety testing on our products, this cannot account for individual skin sensitivities. We recommend that you carefully review the ingredient list for each product before purchase and consult with your physician or other qualified health provider before use, especially if you have any skin conditions or sensitivities.

We strive to be as accurate as possible in describing our products and services on the Site, but make no warranty that product descriptions, colors, or other information contained on the Site is accurate, complete, current, or error-free. Colors in particular may vary, depending on your individual monitor settings. Additionally, the Site may contain typographical errors, inaccuracies, or omissions. We reserve the right to correct any such errors, inaccuracies, or omissions at any time without prior notice, including with respect to product pricing and availability. To the extent product orders are placed based on incorrect pricing or availability, Younique reserves the right to cancel such orders.

## **9. Third-Party Links**

The Site may contain links to pages on other sites, and those sites may offer products, services, or other resources. Younique does not make any representation with respect to the quality, non-infringement, accuracy, completeness, timeliness, or reliability of any materials, information, services, or products offered on such sites. Because Younique has no control over such sites and resources, you acknowledge and agree that Younique has no responsibility for the accuracy of information provided by, or available via, other sites. Links to external sites do not constitute an endorsement by Younique of the sponsors of such sites or the content, products, advertising, or other materials presented on those sites. You further acknowledge and agree that Younique is not responsible or liable, directly or indirectly, for any damage or loss caused, or alleged to be caused, by or in connection with use of or reliance on any such content, goods or services available on these other sites or resources.

## **10. User Conduct and User Submissions**

We may permit users to submit material for posting on the Site, including, without limitation, photographs, videos, information, ideas, comments, blogs, audio, suggestions, or other materials (collectively, the “Submitted Materials”). Younique does not warrant or make any representation whatsoever, and does not make any guarantee regarding, the quality, non-infringement, accuracy, completeness, timeliness, reliability, or any other attribute of the Submitted Materials. The Submitted Materials are the sole responsibility of the party posting such Submitted Materials.

You are entirely responsible for everything you upload, post, email, or otherwise make available on the Site. By uploading, posting, emailing, or otherwise making available any Submitted Materials on the Site you hereby: (i) grant to Younique a non-exclusive, royalty-free, transferable, perpetual, worldwide license to copy, distribute, publish, retain, improve, prepare derivative works of, and commercialize the Submitted Materials; and (ii) release Younique from any claims related to defamation, invasion of privacy, rights of publicity, copyright, or any other legal or financial

responsibility that may arise regarding the use of any image, name, voice, and likeness embodied in the Submitted Materials.

With respect to any and all Submitted Materials and any other information or material submitted by you, you hereby warrant and represent that such Submitted Materials: (a) are true, accurate, authorized, and complete; (b) are not unlawful, obscene, fraudulent, indecent; do not defame, abuse, harass, or threaten others; and are not hateful or racially, ethnically, or otherwise objectionable; (c) do not contain any software viruses, Trojans, worms, bombs, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; (d) do not advocate or encourage any illegal activity; (e) do not infringe the copyright, patent, trademark, trade secret, right of publicity, or other intellectual property, proprietary, contractual, personal, or other right of any third party; (f) do not violate the privacy of individuals, including other users of the Site, and do not impersonate any other person or entity; and (g) do not violate any applicable local, state, national, or international law.

## **11. Disclaimer of Content**

Younique, in its sole discretion, may at any time refuse or delete Submitted Materials it deems inappropriate, illegal, or harmful to others. Younique does not undertake any obligation to monitor the Site for such material. The views, opinions, and accuracy of information posted on the Site are the responsibility of the poster. Younique does not control, verify, or endorse any Submitted Materials or any other information or content not originating from Younique or Younique's licensors. Younique is not responsible for any person's misuse or misappropriation of any Younique Materials, Submitted Materials, or any other information contained on the Site or linked from the Site.

## **12. Contests and Special Features**

Younique may, from time to time, host contests or other similar events on the Site or offer certain special features or functionalities. In addition to these Terms of Use, such contests or features may be subject to their own terms and conditions, which you must read and agree to before you may enter such contests or use such special features.

## **13. Copyright Infringement Complaints - Digital Millennium Copyright Act Notice**

Younique respects others' intellectual property rights and has made every effort to secure appropriate clearances for all content that Younique directly makes available on the Site, and we ask our users to do the same. Younique may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who it suspects to be infringers of intellectual property. Pursuant to the Digital Millennium Copyright Act ("DMCA"), Younique has a designated agent to receive copyright infringement claims. If you believe any material on the Site is infringing and has been posted by Younique, our users, or any other party, you may notify Younique of the alleged infringement by contacting Younique's designated DMCA Agent at:

Legal Department  
Younique, LLC  
3400 Mayflower Avenue  
Lehi, UT 84043  
[copyright@yuniqueproducts.com](mailto:copyright@yuniqueproducts.com)

Please include the following information in your notice:

- (i) Identification of the work(s) claimed to have been infringed and a statement of ownership to such work(s);
- (ii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- (iii) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and e-mail address at which you may be reached;
- (iv) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (v) A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- (vi) Your physical or electronic signature.

#### **14. DISCLAIMER OF WARRANTIES**

**YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

**(i) YOUR USE OF THE SITE IS AT YOUR SOLE RISK. ANY CONTENT OR INFORMATION CONTAINED WITHIN THE SITE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND. YOUNIQUE DOES NOT WARRANT THAT THE FUNCTIONS ON THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN OR ON THE SITE WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS;**

**(ii) TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, YOUNIQUE AND ITS OWNERS, MEMBERS, PARENTS, SUBSIDIARIES, AFFILIATES, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND LICENSORS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT;**

**(iii) ANY YOUNIQUE MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. UNDER NO CIRCUMSTANCES WILL YOUNIQUE BE LIABLE IN ANY WAY FOR ANY YOUNIQUE MATERIALS, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE MISUSE OF ANY MATERIAL POSTED, EMAILED, OR OTHERWISE TRANSMITTED VIA THE SITE;**

**(iv) THE SITE AND YOUNIQUE MATERIALS ARE FOR INFORMATIONAL PURPOSES ONLY. YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO THE USE OF SITE MATERIALS TO ACHIEVE YOUR INTENDED RESULTS. YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OR APPLICATION OF ANY SITE MATERIALS, INCLUDING ADVICE YOU GIVE TO ANY THIRD PARTY; AND**

**(v) IF YOU FIND ANY MATERIAL ON THE SITE OBJECTIONABLE, YOU SHOULD NOT USE THE SITE.**

#### **15. LIMITATION OF LIABILITY**

**(i) YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL YOUNIQUE OR YOUNIQUE’S PARENTS, SUBSIDIARIES,**

**OR AFFILIATES, ANY OF THEIR RESPECTIVE SPONSORS, CONTRACTORS, VENDORS, SUCCESSORS, ASSIGNS, OR LICENSEES, OR ANY OF THEIR RESPECTIVE OWNERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES (COLLECTIVELY, THE YOUNIQUE RELEASED PARTIES”) BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, THE USE OR THE INABILITY TO USE THE SITE, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, THE MATERIALS AVAILABLE ON THE SITE, STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR IN CONNECTION WITH THE SITE, OR ANY OTHER MATTER RELATING TO THE SITE OR INFORMATION CONTAINED WITHIN THE SITE, EVEN IF ANY OF THESE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGES.**

**(ii) YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR SITE-RELATED MATERIALS IS TO STOP USING THE SITE. YOU AGREE THAT THIS LIMITATION OF LIABILITY AND RELEASE IS MADE WITH THE KNOWING INTENT OF RELEASING ALL KNOWN AND UNKNOWN CURRENT AND FUTURE CLAIMS AND WITH THE INTENT OF WAIVING ALL RIGHTS UNDER UTAH LAWS OR OTHER LAWS REQUIRING SIMILAR WAIVERS TO BE KNOWN.**

## **16. Indemnification**

You irrevocably agree to defend, indemnify, and hold the Younique Released Parties harmless from and against all claims or demands regarding: (i) your misuse of the Site or any Younique Materials on the Site; (ii) any violation by you of any term of these Terms of Use; (iii) any breach by you of any representations or warranties made by you under these Terms of Use; (iv) any Submitted Materials; and (v) your violation of any law or the rights of another party. Indemnification under these Terms of Use shall include, but not be limited to, any liability or expenses, losses, damages (actual and consequential), suits, judgments, litigation costs, court costs, and attorneys fees. This indemnification obligation will survive any termination of these Terms of Use.

## **17. Termination**

Younique reserves the unrestricted right, in its sole discretion, to restrict, suspend, or terminate your access to or use of the Site and/or to terminate the licenses granted herein at any time for any reason. You understand and agree that any termination of your access or use of the Site may be effected without prior notice to you, and that such termination may result in the forfeiture and destruction of all information and content associated with you and your activities on the Site.

## **18. Dispute Resolution**

Most customer concerns can be resolved quickly by contacting <[Younique Support](#)>. In the unlikely event that [Younique Support](#) is unable to resolve your complaint, these Terms of Use will govern dispute resolution between us.

To the extent permitted by applicable laws, you agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms of Use or your use of the Site must be filed within one (1) year after such claim arose or be forever barred.

### **19. Agreement to Arbitrate Disputes (Australia, Canada, Mexico, New Zealand, and the United States)**

For individuals or entities located in Australia, Canada, Mexico, New Zealand, and the United States only, you also agree to the provisions of this section with respect to dispute resolution.

**PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. BY ELECTING ARBITRATION, YOU AND YOUNIQUE AGREE THAT DISPUTES MUST BE RESOLVED THROUGH BINDING ARBITRATION AND WAIVE THE RIGHT TO HAVE DISPUTES HEARD IN COURT AS DESCRIBED BELOW. THIS SECTION IS REFERRED TO AS THE PARTIES' "ARBITRATION AGREEMENT."**

In the event of a dispute between you and Younique arising from or relating to these Terms of Use, the rights or obligations of any party under these Terms of Use, or your use of the Site and any services, features, materials, applications, contests, or functionalities of the Site, the dispute shall be settled totally and finally by arbitration as more fully described below.

What is Arbitration. Arbitration is a method of resolving claims, disputes, and other controversies without filing a lawsuit. By agreeing to arbitrate, the right to go to court is waived, and instead disputes are referred to an arbitrator for final and binding resolution.

Class Action Waiver. You and Younique agree to waive any right to bring a class action, participate in a class action, or proceed on a class basis. In the event this class action waiver is declared to be unenforceable for any reason, the entire Arbitration Agreement shall be declared null and void (but the remainder of these Terms of Use shall remain in effect).

Scope. You and Younique agree to arbitrate any and all disputes between you, including but not limited to legal claims, equitable claims, and any dispute arising out of, concerning, or relating in any way to these Terms of Use, the rights or obligations of any party under these Terms of Use, or your use of the Site and any services, features, materials, applications, contests, or functionalities of the Site. Notwithstanding the foregoing, any party may apply to a court of competent jurisdiction in either Salt Lake County or Utah County in the State of Utah in the United States, or in any other jurisdiction as necessary, to: (i) seek a temporary restraining order, preliminary injunction, or other injunctive relief before, during the pendency of, or after a decision in any arbitration award or order to protect the party's confidential, private, trade secret, or proprietary information; or (ii) enforce an arbitration award or the injunctive relief granted by an arbitrator.

### Applicable Law, Rules, and Venue.

- (i) Australia and New Zealand: For individuals or entities located in either Australia or New Zealand, all arbitration shall be conducted in accordance with the Commercial Arbitration Act 2010 (NSW). All arbitration will be held in Sydney, in the State of New South Wales.
- (ii) Canada and the United States: For individuals or entities located in either Canada or the United States, the interpretation and enforcement of this Arbitration Agreement shall be governed by the Federal Arbitration Act (or “FAA”). Subject to the class action waiver and specific procedures described below, any arbitration shall be administered by the American Arbitration Association (“AAA”), and the arbitration shall be commenced and proceed pursuant to its AAA Commercial Arbitration Rules, except as modified herein. More information concerning AAA can be found on its website (<https://www.adr.org/>), including the AAA Commercial Arbitration Rules (<https://www.adr.org/sites/default/files/Commercial%20Rules.pdf>). Arbitration shall take place in either Salt Lake County or Utah County in the State of Utah in the United States
- (iii) Mexico: For all individuals or entities located in Mexico, the interpretation and enforcement of this Arbitration Agreement shall be conducted in accordance with the rules established by the National Chamber of Commerce of Mexico City and applicable provisions of the Commercial Code. All arbitration will be held in the Federal District Courts, in Mexico City, Mexico.

Arbitrator Award. The arbitrator shall issue a written award in accordance with applicable arbitration rules. The award shall be limited to deciding the obligations and rights in the specific dispute between the parties. The arbitrator may impose equitable relief against a party only if sought by the other party. Judgment upon the award rendered by the arbitrator may be entered in any court located within the applicable venue, as set forth in these terms and conditions, and that judgment shall be final and non-appealable.

Severability. With the exception of the class action waiver set forth above, if any provision in this Arbitration Agreement is declared to be unenforceable for any reason, the remainder shall remain in effect.

Fees. The parties will each bear their own costs and expenses and an equal share of the (i) cost of the arbitrator and (ii) administrative fees of arbitration.

Confidentiality. Except as may be required by law, neither the parties nor the arbitrator may disclose sensitive, confidential, or proprietary information obtained in connection with the arbitration. The arbitrator shall be authorized to issue protective orders relating to the disclosure of such information.

## **20. Agreement to Arbitrate Disputes (United Kingdom)**

For individuals or entities located in the United Kingdom only, you also agree to the provisions of this section with respect to dispute resolution.

In the event of a dispute between you and Younique arising from or relating to these Terms of Use, the rights or obligations of any party under these Terms of Use, or your use of the Site and any services, features, materials, applications, contests, or functionalities of the Site, the dispute shall be settled totally and finally by arbitration as more fully described below. Notwithstanding the foregoing, arbitration will not apply to the extent you have in any manner violated or threatened to violate Younique's intellectual property rights. In such case, Younique reserves the right to bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Site or infringement of Younique's intellectual property without first engaging in arbitration or the informal dispute-resolution process described in this section.

**PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. BY ELECTING ARBITRATION, YOU AND YOUNIQUE AGREE THAT DISPUTES MUST BE RESOLVED THROUGH BINDING ARBITRATION AND WAIVE THE RIGHT TO HAVE DISPUTES HEARD IN COURT AS DESCRIBED BELOW. THIS SECTION IS REFERRED TO AS THE PARTIES' "ARBITRATION AGREEMENT."**

What is Arbitration. Arbitration is a method of resolving claims, disputes, and other controversies without filing a lawsuit. By agreeing to arbitrate, the right to go to court is waived, and instead disputes are referred to an arbitrator for final and binding resolution.

Scope. Any dispute, controversy, or difference that may arise out of or in connection with these Terms of Use, the rights or obligations of any party under these Terms of Use, or your use of the Site and any services, features, materials, applications, contests, or functionalities of the Site shall be referred to and finally resolved by arbitration in the London Court of International Arbitration ("LCIA") before a single arbitrator in London, U.K., under the LCIA Rules (which rules are deemed to be incorporated by reference into this clause) and, for these purposes, each party hereby irrevocably submits to the jurisdiction of the arbitration by the LCIA.

## **21. Governing Law and Venue**

The laws of the State of Utah shall govern all matters relating to or arising from these Terms of Use and your use of the Site and any services, features, materials, applications, contests, or functionalities of the Site, without regard to conflict of law principles. Jurisdiction and venue of any matter not subject to arbitration shall reside in the Federal District for the District of Utah or any state court in Utah County, in the State of Utah, in the United States.

## **22. Miscellaneous Provisions**

Waiver. Younique's failure to assert or enforce any right or term under these Terms of Use shall not constitute a waiver of such right or term or in any way affect its right at a later time to enforce such right or term. No waiver of any right or term shall be deemed to be a continuing waiver of such right or term or any other right or term.

Severability. If any provision of these Terms of Use is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the remainder and shall not affect the validity and enforceability of any remaining provisions, which will remain in force.

Survival. Even after termination of your account or these Terms of Use for any reason, all rights, obligations, and conditions under these Terms of Use which by their nature should survive will survive, including, without limitation, warranty disclaimers, indemnification obligations, dispute resolution provisions, and limitations of liability.

### **23. Contact Us**

If you have any questions or concerns regarding these Terms of Use, please contact us at [Younique Support](#) or by regular mail at Younique, LLC, Attn: Legal Department, 3400 Mayflower Avenue, Lehi, Utah 84043, United States. Please note that such communications are not necessarily secure. Accordingly, you should not include credit card information or other sensitive information in your correspondence with us.

Last Updated: January 15, 2019