

TERMS OF USE

Last Updated: September 29th, 2017

Acceptance of the Terms of Use

These Terms of Use are entered into by and between you as the user ("you," "your" or "User") and Changing the Face of Beauty, Inc., a Delaware not-for-profit corporation ("CTFOB", "we" or "us"). The following terms and conditions (collectively, these "Terms of Use"), govern your access to and use of <http://changingthefaceofbeauty.org> (the "Website") including any content, functionality and services offered on or through the Website, whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by (i) these Terms of Use; (ii) our [Privacy Policy](#), incorporated herein by reference; (iii) our [Terms of Sale](#), incorporated herein by reference; and (iv) our [Copyright Infringement Notice & Takedown Policy](#), incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are eighteen (18) years of age or older and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with CTFOB and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website. You agree to be responsible for all of your use of this Website (as well as for any use of your account by others) and agree to not allow any minors to access any portions of this Website that require use of your account.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction section below will not apply to any disputes for which the parties have actual notice prior to the date the change is posted on the Website. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. User is expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, in whole or in part, and any service or material we provide on the Website, in our sole discretion from time to time without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

User is responsible for:

- Making all arrangements necessary for you to have access to the Website.

- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Registration Data and Your Account

By registering and using our Website, you agree to all of the following:

- All of the information that we request from you in our registration form for this Website (collectively, the "Registration Data") shall be accurate, current and complete.
- You shall at all times prior to the termination of your account maintain and promptly update all Registration Data and any other information you provide to CTFO.
- You shall at all times prior to the termination of your account secure your password and username for your account.
- You shall immediately notify CTFOB of any unauthorized use of your account or any other breach of security relating to this website or your account.
- You accept all responsibility for any and all activities that occur under your account and your use of this Website.
- You accept all risks of unauthorized access to the Registration Data and any other information you provide to CTFOB.
- You agree that all Registration Data you provide is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your Registration Data consistent with our Privacy Policy.

Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by CTFOB, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

You must not:

- Modify copies of any materials from this Website.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Website.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by CTFOB. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, reverse engineer or in any way exploit any of the materials from this Website, in whole or in part, except as otherwise expressly permitted in this Terms of Use and any other agreement entered into at the time any such materials was downloaded (such as your License Agreement).

License Agreement

The fees and payment terms, among other things, related to you use of the materials from our Website are governed by your License Agreement that you enter into with us. If you fail to perform your obligations under your License Agreement, CTFOB may (i) restrict your ability to download materials from this Website; (ii) terminate your account; and (iii) terminate your License Agreement.

Trademarks

The CTFOB name, the terms Changing the Face of Beauty™, the CTFOB logo and all related names, logos, product and service names, designs and slogans are trademarks of CTFOB or its affiliates or licensors. You must not use such marks without the prior written permission of CTFOB. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. By way of example, and not as a limitation, you agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States of America or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate CTFOB, a CTFOB employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm CTFOB or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

- Otherwise attempt to interfere with the proper working of the Website.

User Contributions

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website. All User Contributions must comply with the standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not CTFOB, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Management of User Contributions

CTFOB does not and cannot review all User Contributions uploaded to this Website and is not responsible for the content of such User Contributions. Notwithstanding the foregoing, CTFOB reserves the right to delete, move or edit any User Contributions, in whole or in part, that it determines, in its sole discretion, violates or may violate this Terms of Use or is otherwise unacceptable. You shall be solely responsible for all User Contributions uploaded under your account. CTFOB shall have the right, but not the obligation, to correct any errors or omissions in any User Contributions, as it may determine in its sole discretion.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use,

infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for CTFOB.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.

YOU WAIVE AND HOLD HARMLESS CTFOB AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY CTFOB DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER CTFOB OR LAW ENFORCEMENT AUTHORITIES.

We do not undertake to review all material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.

- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please see our [Copyright Infringement Notice & Takedown Policy](#) for instructions on sending us a notice of copyright infringement. It is the policy of CTFOB to terminate the user accounts of repeat infringers.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by CTFOB, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of CTFOB. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions

All purchases through our site or other transactions for the sale of goods or services formed through the Website or as a result of visits made by you are governed by our [Terms of Sale](#), which are hereby incorporated into these Terms of Use.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If this Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the state of Illinois in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

CTFOB HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL CTFOB, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF CTFOB OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Indemnification

You agree to defend, indemnify and hold harmless CTFOB, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website. You acknowledge and agree that your indemnification obligations will survive any termination of your account with CTFOB and your use of this Website

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall

be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois, in each case located in the City of Chicago and County of Cook although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At CTFOB's sole discretion, it may require User to submit any disputes arising from the use of these Terms of Use or the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Illinois law.

Waiver and Severability

No waiver of by CTFOB of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of CTFOB to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

You agree that this Terms of Use is the complete and exclusive statement of the agreement between you and CTFOB, which supersedes any proposal or prior agreement, oral or written, and any other communication between you and CTFOB relating to the subject of this Terms of Use.

Assignment

You may not assign or transfer its interest, rights or obligations under these Terms of Use without the prior written consent of CTFOB. Any prohibited assignment, transfer or sublicense shall be null and void. Notwithstanding the foregoing, nothing in these Terms of Use shall be construed as prohibiting CTFOB from assigning these Terms of Use in whole or in part to any of its parents, subsidiaries or affiliates, or to any successor(s) in interest resulting from a change of control, merger or sale.

Attorneys' Fees

You agree that in the event litigation is necessary to enforce or protect any provision of these Terms of Use or resolve any dispute arising out of these Terms of Use or between the parties hereto, the prevailing party shall be entitled to recover all costs and expenses incurred in the enforcement of such party's rights including, but not limited to, court costs and attorney's fees actually incurred.

Your Comments and Concerns

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All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: info@changingthefaceofbeauty.org.