

# CINDER & SKY

## Independent Stylist Replicated Website and Back-Office Terms of Use

Your use of this Cinder & Sky, LLC (“Cinder & Sky,” “Company,” “we,” “our,” “Our,” “We,” “us,” or “Us.”) website and/or back-office (the “Site”) is subject to the following terms of use. If you are a visitor and are not a Cinder & Sky Stylist, and you do not agree to these terms of use, your sole recourse is to leave the Site. If you are a Cinder & Sky Stylist and you do not agree to these terms of use, your sole recourse is to cancel your Cinder & Sky Independent Stylist Agreement and not to use the Site. If you are a Cinder & Sky Stylist, violation of these Terms of Use may result in disciplinary action against your Cinder & Sky Business as set forth in Cinder & Sky’s Policies and Procedures.

1. Special terms apply to some services offered on your Site, such as subscription-based services, product purchases, rules for particular contests or sweepstakes or other features or activities. These terms will be posted in connection with the applicable service. Any such terms are in addition to these Terms of Use and, in the event of a conflict, prevail over these Terms of Use.
2. The Company may amend these Terms of Use at its discretion. Amendments shall become effective 30 days after publication of notice is posted under the Terms of Use tab to this website. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The Company may change the Site or delete Content or features of the Site at any time, in any way, for any or no reason at our discretion.
3. All information, materials, functions and other Site content (including Submissions as defined in Paragraph 8) provided on the Site (collectively “Content”), such as text, graphics, images, etc., is our property or the property of our licensors and is protected by U.S. and international copyright laws. The collection, arrangement and assembly of all Content on the Site is the exclusive property of the Company and is protected by U.S. and international copyright laws. Except as stated herein or as otherwise provided in an express authorization from us, no material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way. Any unauthorized use of any material contained in the Site is strictly prohibited.
4. Unless otherwise noted, the trademarks, service marks, trade dress, trade names, and logos (collectively “Trademarks”) used and displayed on the Site are the Company’s registered and unregistered Trademarks and the Trademarks of the Company’s licensors. Use of our Trademarks, if allowed, must adhere to the Company’s Policies and Procedures relating to Trademarks.
5. Cinder & Sky grants you a limited license to access and make personal use of the Site and the Content, subject to these Terms of Use. Neither the Site nor any portion of the Site or any Content may be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by the Company in writing.

# CINDER & SKY

6. Links from the Site to third party web sites may be provided by the Company. If so, they are provided solely as a convenience to you. If you use such links, you will leave the Site. The Company has not reviewed all such third-party sites (if any) and does not control, and is not responsible for, any of these web sites and their content. The Company does not endorse or make any representations about such web sites or any information or materials found there, or any results that may be obtained from using them. If you access any third-party web sites linked from the Site, you do so at your own risk.
  
7. If you link to the Site from another website (which includes, but is not limited to, social media sites), the following restrictions apply to the site to which you link and the link itself:
  - The site/link shall not imply, either directly or indirectly, that Cinder & Sky is endorsing its products, services, mission, beliefs, or any other aspect of the site or those sponsoring the site;
  - You must comply with the provisions of Section 11;
  - The site/link shall not use any of the Company's Trademarks or the Trademarks of our licensors;
  - The site/link shall not contain content or material that could be construed as offensive, controversial or distasteful and should only contain content that is appropriate for all age groups;
  - The site/link shall not disparage Cinder & Sky, its officers, agents, employees, products, or services in any way or otherwise negatively affect or harm its/their reputation and goodwill;
  - The site/link from which you link shall not present false or misleading information about the Company or the Cinder & Sky opportunity;
  - The site/link shall not misrepresent any relationship with Cinder & Sky;
  - The site/link shall not replicate in any manner any content in the Site; and
  - The site/link shall not create a browser or border environment around Site material.
  
8. For purposes of these Terms of Use, the word "Submissions" means text, content, advertisements, promotional material, graphics, audios, text, messages, ideas, concepts, suggestions, artwork, photographs, drawings, videos, audiovisual works, your and/or other persons' names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate, advertise, or otherwise distribute on or through the Site.

Cinder & Sky is pleased to receive your comments, suggestions, and Submissions regarding the Site, our products and services, and our opportunity. If you transmit to Cinder & Sky, post, or upload any Submissions to or through the Site, you grant the Company and its affiliates a non-exclusive, royalty-free, perpetual and irrevocable right to use, reproduce, modify, adapt, publish, translate, distribute and incorporate such Submissions and the names identified on the Submissions throughout the world in any media for any and all commercial and non-commercial purposes.

# CINDER & SKY

By communicating a Submission to the Company, you represent and warrant that the Submission and your communication thereof conform to the Rules of Conduct set forth in Paragraph 11 below and all other requirements of these Terms of Use and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize us to exploit, such Submission in all manners contemplated by these Terms of Use.

9. Some services on the Site permit or require you to create an account to participate in or to secure additional benefits. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes. You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You also agree to promptly notify the Company of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to the Site.
10. "Public Forum" means an area or feature offered as part of the Site that offers the opportunity for users to distribute Submissions for viewing by one or more Site users, including, but not limited to, a chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, blog, or e-mail function. You acknowledge that Public Forums and features offered therein are for public and not private communications, and you have no expectation of privacy with regard to any Submission to a Public Forum. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk. You are and shall remain solely responsible for the Submissions you distribute on or through the Site under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting the same. We have no duty to monitor any Public Forum. You should be skeptical about information provided by others, and you acknowledge that the use of any Submission posted in any Public Forum is at your own risk. Cinder & Sky is not responsible for, and does not endorse, the opinions, advice or recommendations posted or sent by users in any Public Forum, and the Company specifically disclaims any and all liability in connection therewith.
11. You agree that you will not upload, post, or otherwise distribute, or link to or from the Site any Submission, Content, or material that:
  - Directly or indirectly promotes or advertises any non-Cinder & Sky business opportunity;
  - Is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is profane, violent, vulgar, obscene, pornographic, or otherwise sexually explicit; (d) otherwise harms or can reasonably be expected to harm any person or entity; (e) is libelous, slanderous, defamatory, or violates the law.
  - Is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in ob-

# CINDER & SKY

scene or stolen material, drug dealing and/or drug use, harassment, theft, or conspiracy to commit any criminal activity;

- Infringes or violates any right of a third party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation;
- Contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Site or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Site;
- Does not generally pertain to the designated topic or theme of the relevant Public Forum or violates any specific restrictions applicable to a Public Forum; or
- Is antisocial, disruptive, or destructive, including "flaming", "spamming", "flooding", "trolling", and "griefing", as those terms are commonly understood and used on the Internet;
- Violates Cinder & Sky's Terms & Policies.

We cannot and do not assure that other users are or will be complying with the foregoing Rules of Conduct or any other provisions of the Agreement, and, as between you and Cinder & Sky, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

- 12.** Because any activities that occur under your username and/or login ID are your responsibility it is important for you to keep your information secure. Notify the Company immediately if you believe that someone has used your username or login ID without your authorization.
- 13.** Cinder & Sky reserves the right, but disclaims any obligation or responsibility, to (a) refuse to post, or remove, any Submission from the Site that violates these Terms of Use; and (b) identify any user to third parties; and/or (c) disclose to third parties any Submission or personally identifiable information when we believe in good faith that such identification or disclosure will either: (i) facilitate compliance with laws, including but not limited to, compliance with a court order or subpoena, or (ii) help to enforce the Agreement and/or protect the safety or security of any person or property, including the Site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.
- 14.** Cinder & Sky may suspend or terminate your ability to use the Site, or any portion of the Site, for failure to comply with these Terms of Use, for breach of your Independent Stylist Agreement, or as the Company deems necessary to protect its business or intellectual property interests. Upon the cancellation of your Independent Cinder & Sky business for any reason, your access to the Site shall be terminated.
- 15.** The Site is intended for viewing and use in the United States and countries that the Company has designated are officially open for business. You shall not use the Site to conduct business or sales in any country that the Company has not announced is officially open for business.

# CINDER & SKY

16. Cinder & Sky respects your privacy and the privacy of other visitors to the Site. To learn about our privacy practices and policies, please see our [Privacy Policy](#).

17. ALL CONTENT INCLUDED IN OR AVAILABLE THROUGH THIS SITE (THE "CONTENT") IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY, AND NONINFRINGEMENT. WE DO NOT WARRANT THAT THE CONTENT IS ACCURATE, ERROR-FREE, RELIABLE OR CORRECT, THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS SITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST THE COMPANY WITH RESPECT TO CONTENT AND ANY CONTENT YOU PROVIDE TO THIRD PARTY SITES (INCLUDING CREDIT CARD AND OTHER PERSONAL INFORMATION). THE COMPANY MAY IMPROVE OR CHANGE THE PRODUCTS AND SERVICES DESCRIBED IN THIS SITE AT ANY TIME WITHOUT NOTICE. Cinder & Sky ASSUMES NO RESPONSIBILITY, AND DISCLAIM ALL LIABILITY, FOR ANY ERRORS OR OMISSIONS IN THIS SITE OR IN OTHER DOCUMENTS WHICH ARE REFERRED TO WITHIN OR LINKED TO THIS SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

The Site may contain the opinions and views of other users. Given the interactive nature of the Site, we cannot endorse, guarantee, or be responsible for the accuracy, efficacy, or veracity of any content generated by other users.

**18. Limitation of Liabilities:**

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE COMPANY, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, CONSULTANTS, SERVICE PROVIDERS OR SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THIS SITE OR CONTENT, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY OTHER USER OF THE SITE OR ANY OTHER PERSON OR ENTITY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAM-

# CINDER & SKY

AGES. IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE SITE. MOREOVER, UNDER NO CIRCUMSTANCES SHALL THE COMPANY, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, CONSULTANTS, STYLISTS, SERVICE PROVIDERS OR SUPPLIERS, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL.

Cinder & Sky MAY TERMINATE YOUR FURTHER ACCESS TO THE SITE OR CHANGE THE SITE OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

19. You agree that the Site, including its code, documentation, appearance, structure and organization constitute trade secrets and/or copyrighted and/or proprietary material of Company and its licensors. The Site is protected by United States copyright, patent, trademark and other laws including international treaty provisions. You agree not to disclose, provide or otherwise make available such trade secrets, copy-righted or proprietary material in any form to any third party without the prior written consent of Company and/or its licensors, as applicable. Title to the Site, or any copy, modification, translation, partial copy, compilation, derivative work or merged portion of the Site, shall at all times remain with Company or its licensors, as applicable. You may not copy the written materials accompanying the Site. You agree to take every reasonable precaution to prevent the theft, disclosure, and the unauthorized copying, reproduction or distribution of the Site.
20. Without the prior written consent of Company, you may not: (a) transfer, assign, rent, use, copy or modify the Site or the web pages created through the Site, in whole or in part, except as expressly permitted in this Agreement; (b) decompile, reverse assemble or otherwise reverse engineer the Site, except to the extent the foregoing restriction is expressly prohibited under applicable law; (c) reproduce, disclose, market, lease, transfer, distribute or revise the Site or the associated web pages; (d) distribute any executable versions of the Site to third parties or use such executables in excess of the limitations set forth above; (e) use the Site to provide facility management, service bureau or other access or use of the program for the benefit of third parties; (f) You will not remove, alter or destroy any copyright notices, proprietary legends or other indicia of ownership.
21. Company may offer features such as bulletin boards or e-mail functions as part of the Site (referred to as "Interactive Medium"). You may not submit any material that is unlawful, harmful, harassing, threatening, abusive, hateful, libelous, defamatory, obscene, pornographic, profane, vulgar, indecent, sexually explicit or otherwise objectionable that would

# CINDER & SKY

constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law. Please do not submit any material that is protected by copyright, patent, or other proprietary right without obtaining permission of the copyright or patent owner or licensor.

The Interactive Medium shall not be used for any commercial purposes. You will not submit any material to solicit funds or to promote, advertise, or solicit the sale of any other goods, services, businesses or business opportunities. You are expressly prohibited from soliciting other guests of the Site Interactive Medium to become members of any network marketing company or business opportunity.

Any information or material submitted by you to the Company through the Interactive Medium will be deemed non-proprietary and non-confidential and may be used by Company without restriction. Without limiting the foregoing, by offering any information or material through the Company Site (e.g., through chat, bulletin boards, e-mail, contests or otherwise), you grant to Company the worldwide, perpetual, royalty-free, irrevocable, nonexclusive right and license to use, reproduce, modify, edit, publish, make derivative works from and distribute such information or materials in any and all forms and media, now or hereafter discovered. Notwithstanding the foregoing, all personal data (e.g., name, address and telephone number) provided to Company will be handled in accordance with Company's Security and Privacy Statement.

Company reserves the right, in its sole discretion, to edit any submission, and to choose to include or not include such submission in the Interactive Medium. The Interactive Medium includes the opinions, statements and other content of third parties. We are not responsible for screening, monitoring or verifying such content, including such content's accuracy, reliability or compliance with copyright or other laws. Any opinions, statements or other content expressed by third parties are those of such third parties and not of Company. Company does not endorse any such opinion, statement or other material posted on or accessible through the Interactive Medium.

**22. Dispute Resolution.** This Agreement is governed by the laws of the State of Pennsylvania. The offer extended by this Agreement, and any acceptance of its terms, shall occur in Allegheny County, State of Pennsylvania. Any dispute arising from or relating to these Terms of Use shall be brought in the courts of the State of Pennsylvania residing in Allegheny County. The parties stipulate to exclusive jurisdiction before such court and further stipulate that venue is proper before such court. Each party to a dispute arising from or relating to this privacy policy shall bear his/her/its own attorney's fees, costs, and expenses

**If a visitor to this site wishes to bring an action for the breach of this Agreement, he/she shall do so on an individual basis. Visitors waive all rights to bring an action on a class or consolidated basis.**

If a Stylist combines claims under these Terms of Use with any claim that is covered by the dispute resolution provisions in Cinder & Sky's Policies and Procedures that are applicable to Stylists, the dispute resolution provisions of the Cinder & Sky Policies and

# CINDER & SKY

Procedures shall be applied in lieu of this dispute resolution provision.

- 23.** “Confidential Information” includes, but is not limited to, information about Independent Stylists and Customers that is contained in or derived from the Site and/or any reports issued by Cinder & Sky to Stylists to assist them in operating and managing their Cinder & Sky business which are posted or made available on the Site. This Confidential Information constitutes proprietary business trade secrets belonging exclusively to Cinder & Sky and is provided to Independent Stylists in strict confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than Independent Stylist’s use in building and managing his/her Independent Cinder & Sky business.
- 24.** By using the Site, you authorize the Company to periodically send you information and updates relating to the Company’s business, products, programs, promotions, and other matters.
- 25.** Use of the Site is a privilege and not a right. Cinder & Sky reserves the right to restrict or prevent access to the Site of any Stylist who violates these Terms of Use, the Cinder & Sky Stylist Agreement, or the Cinder & Sky Policies and Procedures.
- 26.** Cinder & Sky does not guarantee that the Site will be free from interruption. The Site may be subject to shutdowns from time to time for maintenance, technical issues, and/or causes beyond Cinder & Sky’s control. You agree that Cinder & Sky shall have no liability for any loss caused by any shut down or interruption.
- 27.** If User no longer agrees to be bound by these Terms and Conditions, User must cease use of this Web site. If User is dissatisfied with this Web site, its content, or any of these terms, conditions, and policies, User's sole legal remedy is to discontinue using this Web site. Cinder & Sky reserves the right to terminate or suspend your access to and use of this site, or parts of this site, without notice, if we believe, in our sole discretion, that such use is (i) in violation of any applicable law; (ii) is harmful to our interests or the interests, including intellectual property or other rights, of another person or entity; or (iii) Cinder & Sky has reason to believe that User is in violation of these Terms and Conditions of Use.
- 28.** Supply of goods, services and software through the Site is subject to United States export control and economic sanctions requirements. By acquiring any such items through the Site, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire goods, services or software through the Site if: (a) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or if you are on the U.S. Treasury Department’s Specially Designated Nationals List or the U.S. Commerce Department’s Denied Persons List, Unverified List or Entity List, or (b) you intend to supply the acquired goods, services or software to Cuba, Iran, North Korea, Sudan or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.