

## **Terms and Conditions**

The [www.axxisbeauty.com](http://www.axxisbeauty.com) or [www.axxisbeautycentral.com](http://www.axxisbeautycentral.com) website (the "Site") is comprised of various web pages operated by Axxis Beauty, LLC ("Axxis Beauty"), ("we"). [www.axxisbeauty.com](http://www.axxisbeauty.com) and [www.axxisbeautycentral.com](http://www.axxisbeautycentral.com) is offered to you conditioned on your acceptance without modification of the terms, conditions, policies, and notices contained herein (the "Terms"). Your use of [www.axxisbeauty.com](http://www.axxisbeauty.com) and [www.axxisbeautycentral.com](http://www.axxisbeautycentral.com) or by making a purchase from us constitutes your agreement to all such Terms. These Terms and Conditions apply to all users of the Site. Please read these Terms carefully, and keep a copy of them for your reference. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of those changes.

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### **Privacy**

Your use of [www.axxisbeauty.com](http://www.axxisbeauty.com) and [www.axxisbeautycentral.com](http://www.axxisbeautycentral.com) is subject to Axxis Beauty's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Policies and Provisions Severable**

If any provision of the Terms, in its current form or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Terms and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible.

### **Electronic Communications**

Visiting [www.axxisbeauty.com](http://www.axxisbeauty.com) and [www.axxisbeautycentral.com](http://www.axxisbeautycentral.com) or sending emails and other submissions to Axxis Beauty constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your Account**

If you use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. 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 us 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 this Site. You acknowledge that Axxis Beauty is not responsible for third party access to your account that results from theft or misappropriation of your account. Axxis Beauty reserves the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

### **Modification of Prices and Services**

Prices for our subscriptions, services, or products are subject to change without notice. We reserve the right at any time to modify or discontinue a product or service (or any part or content thereof) without notice at any time.

We shall not be liable to you, any Axxis Beauty Advisor or any third-party for any modification, price change, suspension or discontinuance of products or service.

### **Children Under Thirteen**

Axxis Beauty does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. Persons under the age of 18 may not enroll as an Axxis Beauty Advisor. Children under the age of 13 may not purchase products through any of our Websites.

### **Cancellation/Refund Policy**

You may cancel your account at any time by making a written request and sending it to: [contact@axxisbeauty.com](mailto:contact@axxisbeauty.com)

All refunds and exchanges must adhere to the Axxis Beauty Refund and Exchange policy.

### **Shipping and Accuracy of Billing Account Information**

Axxis Beauty will make reasonable efforts to ship your products within the time frame provided to you at the time of purchase. Please see the tracking information provided with your order confirmation for approximate delivery time frames.

Please note that any time frames provided are good faith estimates and may be subject to change. Product availability may be limited in some cases and not available for immediate shipment. In that case, products may be delivered in separate shipments depending on availability. For example, if your purchase included two or more items, we may ship those products which are in stock, and later ship the other products to you when they become available. You are always welcome to email [contact@axxisbeauty.com](mailto:contact@axxisbeauty.com) if you have questions or need help with your order and we will do our best to help. We will not be liable beyond refunding your purchase price if there is a delay in delivering your product(s). We are not responsible for shipping delays due to factors outside of our reasonable control. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. Since we are not authorized to sell our products in all jurisdictions, we may reject certain purchases based on the shipping address provided. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors, which are strictly prohibited. You agree to promptly update your account and other information, including your email address and credit/debit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

### **Links to Third Party Sites/Third Party Services**

www.axxisbeauty.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Axxis Beauty and Axxis Beauty is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Axxis Beauty is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Axxis Beauty of the site or any association with its operators.

Certain services made available via www.axxisbeauty.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.axxisbeauty.com domain, you hereby acknowledge and consent that Axxis Beauty may share such information and data with any third party with whom Axxis Beauty has a contractual relationship to provide the requested product, service or functionality on behalf of www.axxisbeauty.com users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use www.axxisbeauty.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Axxis Beauty that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Axxis Beauty or its suppliers and protected by copyright, trademark, and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright, trademark, and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Axxis Beauty content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Axxis Beauty and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Axxis Beauty or our licensors except as expressly authorized by these Terms or in writing from Axxis Beauty.

### **Use of Communication Services**

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to

enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Axxis Beauty has no obligation to monitor the Communication Services. However, Axxis Beauty reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Axxis Beauty reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Axxis Beauty reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Axxis Beauty's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Axxis Beauty does not control or endorse the content, messages or information found in any Communication Service and, therefore, Axxis Beauty specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Axxis Beauty spokespersons, and their views do not necessarily reflect those of Axxis Beauty.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

### **Materials Provided to [www.axxisbeauty.com](http://www.axxisbeauty.com) or Posted on Any Axxis Beauty Web Page**

Axxis Beauty does not claim ownership of the materials you provide to [www.axxisbeauty.com](http://www.axxisbeauty.com) (including feedback and suggestions) or post, upload, input or submit to any Axxis Beauty Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Axxis Beauty, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Axxis Beauty is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Axxis Beauty's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

### **Third Party Accounts**

You will be able to connect your Axxis Beauty account to third party accounts. By connecting your Axxis Beauty account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

### **International Users**

The Site is intended for viewing and use within the United States and is controlled, operated and administered by Axxis Beauty from our offices within the USA. If you access the Site from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Axxis Beauty Content accessed through [www.axxisbeauty.com](http://www.axxisbeauty.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations. Axxis Beauty currently does not offer services or products outside the United States.

### **Indemnification**

You agree to indemnify, defend and hold harmless Axxis Beauty, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Axxis Beauty reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Axxis Beauty in asserting any available defenses.

### **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in Sedgwick County, in the State of Kansas unless the laws of the state in which you reside expressly requires the application of its laws, in which case that state's law shall govern all issues related to jurisdiction and venue. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

#### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Axxis Beauty agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

#### **Warranty Disclaimer**

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, WE DISCLAIM 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. WE DO 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 US WITH RESPECT TO CONTENT AND ANY CONTENT YOU PROVIDE TO THIRD PARTY SITES (INCLUDING CREDIT CARD AND OTHER PERSONAL INFORMATION). WE MAY IMPROVE OR CHANGE THE PRODUCTS AND SERVICES DESCRIBED IN THIS SITE AT ANY TIME WITHOUT NOTICE. WE ASSUME NO RESPONSIBILITY FOR 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.

### **Liability Disclaimer**

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, 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 WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR 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 WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, 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.

### **Termination/Access Restriction**

Axxis Beauty reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Kansas and you hereby consent to the exclusive jurisdiction and venue of courts in Sedgwick County in the state of Kansas for all disputes arising out of or relating to the use of the Site unless the laws of the state in which you reside expressly require the application of its laws, in which case that state's law shall govern all issues related to jurisdiction and venue

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Axxis Beauty as a result of this agreement or use of the Site. Axxis Beauty's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Axxis Beauty's right to comply with

governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Axxis Beauty with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Axxis Beauty with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Axxis Beauty with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Claim of Copyright Infringement**

We respect the intellectual property rights of others. If you believe that your copyrighted property has been copied in any way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our copyright agent the information specified below. Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed. Please email [contact@axxisbeauty.com](mailto:contact@axxisbeauty.com) to make a report.

### **General Provisions**

No waiver of any provision of these Terms by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

**YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OR THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.**

### **Advisor Program**

To become an Axxis Beauty Advisor you must: (i) be at least 18 years of age; (ii) reside or have a valid address in the United States; (iii) have a valid taxpayer identification number (i.e., Social Security Number, etc.); (iv) have means to receive payment from Axxis Beauty; (v) submit a properly completed Independent Advisor Agreement and purchase a Starter Box at the time of enrollment. The Independent Advisor Agreement is in addition to these Terms and will be provided during enrollment. Each Advisor is required to provide their tax identification number (i.e., Social Security Number), or Federal Tax Identification Number to Axxis Beauty at the time of enrollment. Axxis Beauty reserves the right to deny enrollment applications for any reason. Axxis Beauty reserves the right to withhold commission payments from any Advisor or entity who provides false information or violates any of the Terms outlined herein.

Advisors for Axxis Beauty:

- Have the right to sell, and solicit orders for, Axxis Beauty products in accordance with the Terms.
- Have the right to enroll others as Axxis Beauty Advisors
- If qualified, have the right to earn commissions in accordance with the Axxis Beauty Compensation Plan

### **Changes to Terms**

Axxis Beauty reserves the right, in its sole discretion, to change the Terms under which [www.axxisbeauty.com](http://www.axxisbeauty.com) is offered. The most current version of the Terms will supersede all previous versions. Axxis Beauty encourages you to periodically review the Terms to stay informed of our updates.

### **Additional Terms**

Note that special terms apply to some services offered on the Site, such as subscription-based services, product purchases, the Advisor Program, rules for particular contests or sweepstakes or other features or activities. These terms are 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.

### **Contact Us**

Axxis Beauty welcomes your questions or comments regarding the Terms:

Email Address:

[contact@axxisbeauty.com](mailto:contact@axxisbeauty.com)

Effective as of February 3, 2024