



Sundial Brands Terms of Use

Effective Date: March 30, 2016

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1. Site Content, Ownership, Limited License, and Rights of Others

All materials and content on our sites and applications are protected by copyrights, trademarks, or other intellectual property rights. These materials are owned by Sundial Brands, LLC (“SB,” “we,” “our,” or “us”), or are used with permission of their owners or as otherwise authorized by law. Such materials include, but are not limited to, trademarks, content, photographs, images, illustrations, text, videos, and other materials. SB trademarks include, but are not limited to, SUNDIAL, SHEAMOISTURE, NUBIAN HERITAGE, MADAM C.J. WALKER and other SB brands, logos and tag lines. All rights are reserved, worldwide.

Subject to your strict compliance with these Terms, SB grants you a limited, non-exclusive, revocable, non-assignable, personal and non-transferable license to use our sites and applications for your personal, non-commercial purposes only.

When using our sites and applications, you must respect the intellectual property and other rights of SB and others. Your unauthorized use of content from our sites or applications may violate copyright, trademark, privacy, publicity, communications and other laws, and any such use may result in your personal liability, including potential criminal liability. SB respects the intellectual property rights of others. If you believe that your work has been infringed by means of an improper posting or distribution of it on our sites or applications, please review Reporting Potential Copyright Infringement to us, below.

2. Site Use and Restrictions

Any unauthorized use of our sites or applications for any purpose is prohibited. We may suspend or terminate the availability of our sites or applications (and any elements or features of them), in whole or in part, for any reason, and at any time, in our sole discretion, and without advance notice or liability.

You agree that you will not:

aside from your purchase of goods or services offered for sale by SB or its affiliates, use our sites or applications for any political or commercial purpose;

engage in any activities through or in connection with our sites or applications that attempt to or do harm any individuals or entities or are unlawful, offensive or abusive, or that violate any right of any third party, or are otherwise objectionable to SB;

reverse engineer, decompile, disassemble, reverse assemble or modify any site or application source or object code or any software or other products, services, or processes accessible through any portion of our sites and applications;

engage in any activity that interferes with another user's access to our sites or applications or the proper operation of our sites or applications, or otherwise causes harm to our sites or applications, SB or other users;

interfere with or circumvent any security or access feature of our sites or applications;

or

otherwise violate these Terms.



You also agree that, in using our sites and applications:

you will not copy or distribute any content from our sites or applications manually or by using any robot, scraper, crawler, or any other automatic device or process;

you will not frame or utilize framing techniques to enclose any content from our sites (including any images, text, or page layout);

you will keep intact all trademark, copyright, and other intellectual property notices contained in content from our sites and applications;

you will not use content from our sites or applications in a manner that suggests an unauthorized association with any of our or our licensors' products, services or brands;

you will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit content from our sites or applications in any way for any purpose except as specifically permitted by these Terms or with the prior written consent of an officer of SB or, in the case of content from a licensor, the owner of the content; and you will not insert any code or product to manipulate content on our sites or applications.

3. Creating and Terminating Accounts; Limitations of Liability

A. Creating and Terminating Accounts:

To use some of the features on our sites and applications, you must first register for an account through our online registration process. When you register for an account, you will select your own password (or we may send you an e-mail with an initial password) and you agree that:

You will not use a username (or e-mail address) that is already being used by someone else, impersonates another person, belongs to another person, violates the intellectual property or other right of any person or entity or is offensive. We may reject the use of any password, username or e-mail address for any other reason in our sole discretion.

You will provide true, accurate, current and complete registration information about yourself during the registration process and will update it as needed to keep it accurate. You will immediately notify us of any unauthorized use of your account, password or username, or any other breach of security;

and

You will not sell, transfer, or assign your account or any account rights.

B. Limitations of Liability:

You are solely responsible for all activities that occur under your account, password and username whether or not you authorized the activity.

You are solely responsible for maintaining the confidentiality of your password and for restricting access to your device(s) so that others may not access any password protected portion of our sites or applications using your name, username, or password.



We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations in Sections 3(A) or 3(B). If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated or incomplete, or violates these Terms, or any applicable law, we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits all in our sole discretion, for any reason, and without advance notice or liability.

SEE SECTION 25 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 3(B).

4. Postings You Make ("User-Generated Content")

Subject to the rights and license you grant in these Terms, you retain whatever legally cognizable right, title and interest that you have in your User-Generated Content and you remain ultimately responsible for it. You hereby grant to SB a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual and cost-free right and license to use any User-Generated Content that you create or post in any manner, as SB sees fit, including for advertising, marketing or promotional purposes. As such, you acknowledge and agree that User-Generated Content may be made publicly available, and you grant that SB may, but is not obligated to, protect and enforce our rights to your User-Generated Content, including by bringing and controlling actions in your name and on your behalf (at our cost and expense, to which you hereby consent and irrevocably appoint SB as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

When you submit User-Generated Content, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to the User-Generated Content you submit, and that (a) you are the sole author and owner of the intellectual property and other rights to the User-Generated Content, or you have a lawful right to submit it and grant SB the rights to it that you are granting by these Terms, all without any SB obligation to obtain consent of any third party and without creating any obligation or liability of SB; (b) the User-Generated Content you submit is accurate; (c) the User-Generated Content does not and will not infringe any intellectual property or other right of any third party; and (d) the User-Generated Content will not violate these Terms or cause injury or harm to any person.

SB may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any User-Generated Content, and SB may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of User-Generated Content without notice or any liability to you or any third party in connection with our operation of our sites and applications.

SEE SECTION 25 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 4.

5. Rules for User-Generated Content

When you make postings or otherwise create User-Generated Content, you agree to the following:

All of your User-Generated Content either must be your original work or you must have all necessary rights in it from third parties required for you to comply with these Terms. Your User-Generated Content should not contain any logos, phrases or trademarks that belong to third parties.



If we permit you to post or link to photos, link to embedded videos, or otherwise include other images of real people, then you must make sure that they depict only you, or that you have express permission to depict and post images of each other person depicted.

All of your activities on our sites or applications, including User-Generated Content, must be appropriate, as determined by us. Please be respectful of others.

Your User-Generated Content must not be for commercial or political purposes.

Your User-Generated Content must not promote any infringing, illegal or other similarly inappropriate activity.

You may not impersonate any other person, user or company. Do not submit User-Generated Content that you believe may be false, fraudulent, deceptive, inaccurate or misleading, or that misrepresents your identity or affiliation with a person or company.

All User-Generated Content may be publicly accessible and as such should not contain personal information.

Once you submit User-Generated Content to our sites or applications, you may not be able to edit or remove it.

Your User-Generated Content must not contain viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of our sites or applications or others' software or devices.

You are solely responsible for your interaction with other users of our sites and applications, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users.

SEE SECTION 25 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 5.

If you submit User-Generated Content that SB believes may violate any of these rules, then we may, but are not required to, take any legally available action that we deem appropriate, in our sole discretion, including the removal of such Content or your account or restriction of access to our sites or applications. You may report potential violations of these rules to us at support@sundialbrands.com.

6. Reporting Potential Copyright Infringement to Us

If you believe that any material on our sites or applications infringes your copyright, please send us a notification, under the Digital Millennium Copyright Act ("DMCA"), by e-mail to legal@sundialbrands.com or by writing to Legal Department, Sundial Brands LLC, 11 Ranick Drive South, Amityville, NY 11701, (631) 842-8800. Please include the following, as required by the DMCA:

Identify the copyrighted work(s) you claim is infringed.

Identify the material you claim is infringing the copyright(s), and provide enough information for us to reasonably locate that material.

Include a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf (the "Claimant").

Include the Claimant's name, address, and telephone number(s).



Include a statement that the Claimant has a good faith belief that use of the disputed material is not authorized by the copyright owner or his agent.

Include a statement, under penalty of perjury, that the information in the notification of copyright infringement is accurate and that the Claimant is authorized to act on behalf of the copyright owner.

7. Purchasing Terms and Policies

To purchase any products or services on our sites or applications, you must be at least eighteen (18) years of age or the applicable age of majority in your jurisdiction of residence. Prior to the purchase of any products or services on our sites or applications, you must provide us with a valid credit card number or third-party payment account and any associated payment information. By submitting that information to us or our credit card processor, you hereby agree that you authorize us and/or our processor to charge your card at our convenience but within thirty (30) days of credit card authorization. For any product or service that you order on our sites or applications, you agree to pay the price applicable (including any sales taxes, shipping and handling, and any applicable surcharges) as of the time you submit the order. SB will automatically bill your credit card or other form of payment submitted as part of the order process for such price. Please note that we do not provide price protection or refunds in the event of a price drop or promotional offering.

You hereby represent and warrant that you will not use any credit card or other form of payment unless you have all necessary legal authorization to do so. **YOU, AND NOT SB, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY.** You agree to pay all fees and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. Unless you notify SB of any discrepancies within sixty (60) days after they first appear on your credit card statement, you agree that they will be deemed accepted by you for all purposes. If SB does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by SB or its agents. Sales taxes, or other taxes, customs, import/export charges, or similar governmental charges are not included in the price of the products. You are responsible for paying any such taxes or charges imposed on your purchases, including, but not limited to, sales, use, or value-added taxes. SB shall automatically charge and withhold the applicable tax for orders to be delivered to addresses within any states or localities that it deems is required in accordance with our order policy in effect at the time of purchase.

SEE SECTION 25 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 7.

8. Return Policy

All purchase transactions made through our sites and applications are subject to SB's return policy in effect at the time of purchase. SB's current return policy permits a full refund for purchases of products within thirty (30) days of your purchase date using the refund request feature in the "My Account" section. Shipping and handling charges will not be refunded. Please allow thirty (30) days for processing of returns. We may modify our return policy from time to time, so you should check these terms prior to making purchases on our sites or applications.

9. Order Acceptance Policy

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. SB reserves the right at any time after receipt of your order to accept or decline your order for any reason. SB further reserves the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Your order will be deemed accepted by SB upon our delivery of products or services that you have ordered. We may require additional verifications or information before accepting any order. Notwithstanding the foregoing, you agree that, if we cancel all or a portion of your order or if we provide you less



than the quantity you ordered, your sole and exclusive remedy is either that: (a) we will issue a credit to your credit card account or payment account in the amount charged for the cancelled portion or the quantity not provided (if your credit card or payment account has already been charged for the order), or (b) we will not charge your credit card or payment account for the cancelled portion of the order or the quantity not provided. Do not assume that a cancellation or change of an order you have placed with SB has been effected until you receive a confirmation from us. You will be responsible for, and your credit card or third-party payment account may be charged for, the payment of all fees associated with orders already processed or shipped before your cancellation/change request or a request to terminate your account was received.

10. No Responsibility to Sell Mispriced Products or Services

We do our best to describe every item, product or service offered on our sites and applications as accurately as possible. However, we are human, and therefore we do not warrant that specifications or pricing on our sites or applications is complete, accurate, reliable, current or error-free. In the event of any errors relating to the pricing or specifications of any item, product or service, SB shall have the right to refuse or cancel any orders in its sole discretion. If we charged your credit card or other payment account prior to cancellation, we will issue a credit to your account in the amount of the charge. Additional terms may apply. If a product you purchased from SB is not as described, your sole remedy is to return it in unused condition, complete and undamaged, in the original packaging.

SEE SECTION 25 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 10.

11. Modifications to Prices or Billing Terms

The purchase of products and services on our sites and applications is subject to availability. PRODUCTS AND SERVICES DISPLAYED MAY NOT BE AVAILABLE AT ALL TIMES AND MAY BE SUBSTITUTED OR DISCONTINUED AT ANY TIME. SB RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON OUR SITES OR APPLICATIONS OR BY E-MAIL DELIVERY TO YOU.

12. Links by You to Our Sites

You may create hyperlinks to our sites, so long as: (a) the links only incorporate text, and do not use any trademarks, (b) the links and the content on your website do not suggest any affiliation with SB or cause any other confusion, and (c) the links and the content on your website do not portray SB or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, abusive, or that violates any right of any third party or is otherwise objectionable to SB. SB reserves the right to suspend or prohibit linking to our sites for any reason, in its sole discretion, without advance notice.

13. Links to Other Websites and Online Services

We provide links to other websites and integration with other online services, including social media, as a convenience only. SB does not endorse or warrant any of those websites or online services and is not responsible for their content. Please review the terms of use and privacy policies of other such websites and services, because they are likely to be different from ours. Please also see our Privacy Policy for details regarding how we share information with third parties.

14. Governing Law

You agree that all matters relating to your use of our sites or applications, your User-Generated Content or these Terms will be governed by the laws of the United States and the State of New York without regard to its conflicts of laws provisions. You agree to personal jurisdiction by and venue in state and federal courts in Suffolk County, New York.



IF YOU ARE A CONSUMER, HOWEVER, THIS PROVISION SHALL NOT BE CONSTRUED TO LIMIT YOUR RIGHTS UNDER CONSUMER PROTECTION LAWS OF YOUR STATE OF RESIDENCE AS SET FORTH IN SECTION 25.

15. Dispute Resolution; Informal Resolution and Formal Resolution by Arbitration

In order to expedite and control the cost of disputes, you and SB agree that any legal or equitable claim relating to use of this Site or purchase of any products from this Site (referred to as a “Claim”) will be resolved as follows:

A. Informal Resolution:

You and SB will first attempt to resolve any Claim informally. In the event that any dispute between SB and you arises out of or relates to these Terms, the applicability of these Terms to the use of SB’s Sites or applications, or purchase of any SB or other products on this Site, or to breach or enforcement, interpretation or validity of these Terms, you and we agree to try to promptly resolve any such dispute informally. Please send a written notice describing the dispute to support@sundialbrands.com.

B. Formal Resolution by Arbitration:

READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION. You agree that any dispute, controversy or claim arising out of or relating to these Terms, the applicability of these Terms to the use of this Site, or purchase of any SB or other products on this Site, or to breach or enforcement, interpretation or validity of these Terms, or the determination of the scope or applicability of Arbitration shall be governed solely by the Federal Arbitration Act.

If you and SB cannot resolve a Claim informally, any Claim asserted by either party will be resolved only by binding Arbitration. By agreeing to Arbitration, both you and SB understand and agree that all disputes shall be decided by an arbitrator and that you are waiving your rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle disputes. Instead of suing in court, both you and SB each agree to settle disputes (except certain small claims) only by Arbitration. **ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL.** The rules in Arbitration are different. There is no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations stated in these Terms as a court would.

The Arbitration will be conducted under the JAMS Streamlined Arbitration Rules & Procedures (referred to as the “JAMS Rules”) and under the rules set forth in these Terms. If there is a conflict between JAMS Rules and the rules set forth in these Terms, the rules set forth in these Terms will govern. You may, in Arbitration, seek any and all remedies otherwise available to you pursuant to the law of the governing state. If you decide to initiate Arbitration, SB agrees to pay the Arbitration initiation fee and any additional required deposit required by JAMS to initiate your Arbitration. You and SB agree to pay the costs of the Arbitration proceeding provided however that if you are a consumer you shall not be required to pay more than \$250.00 of the fees or such amount as the JAMS Rules may later prescribe. All other fees, such as attorneys’ fees and expenses of travel to the Arbitration, will be paid in accordance with JAMS Rules. The Arbitration will be held at a location in your home town area if possible, unless you and SB both agree to another location or telephonic Arbitration. To initiate Arbitration, you or SB must do the following things:



(1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.jamsadr.com.

(2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee to:

JAMS [to your local JAMS office or to JAMS, 620 Eighth Ave., 34th Floor, New York, NY 10018]

(3) Send one copy of the Demand for Arbitration to the other party.

Special Rules in the Arbitration Proceeding. (i) The arbitrator has no authority to make errors of law and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any Federal or State court that has jurisdiction. (ii) Neither you nor SB shall be entitled to join or consolidate claims in Arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. **THIS MEANS THAT YOU WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN ANY CLASS OR CONSOLIDATED ACTION WHATSOEVER.** Accordingly, you and SB agree that the JAMS Class Action Procedures do not apply to our Arbitration. A court may sever any portion of this dispute resolution provision if it finds such unenforceable, except for the prohibition on class, representative and private attorney general arbitrations. Notwithstanding the obligation to arbitrate all Claims under these Terms, you may assert an individual Claim in small claims court in lieu of Arbitration.

16. Limited Time to File Claims

You agree that you will assert any claim arising out of your use of our products, sites or applications, your User-Generated Content, or these Terms of Use within one (1) year after the claim arises, or such claim will be barred.

SEE SECTION 25 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 16.

17. DISCLAIMERS AND LIMITATIONS OF LIABILITY

OUR SITES AND APPLICATIONS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SB SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOST PROFITS OR LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE, RESULTING FROM THE USE OR MISUSE OF OUR SITES OR APPLICATIONS, OR THE INFORMATION, DOCUMENTS, OR SOFTWARE THEREIN, EVEN IF SB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANOTHER PARTY. SSB DOES NOT WARRANT THAT OUR SITES AND APPLICATIONS WILL BE UNINTERRUPTED OR FREE OF INACCURACIES OR ERRORS, NOR DOES SB WARRANT THAT OUR SITES AND APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS.

Your use of our sites or applications, and any reliance on any material published or transmitted by them, is at your own risk. You agree that you hereby release SB, its affiliates, advertisers, suppliers, distributors and others from any and all liability or obligations arising from the access or use of our sites or applications or any products sold or promoted on them. Your sole remedy for any problem or concern is to exit our sites or applications. SB reserves the right to restrict or limit access to our sites and applications.

SEE SECTION 25 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 17.



18. Sites and Applications Operated in the United States

SB controls and operates our sites and applications from its offices in the United States, and SB makes no representation that our sites or applications are appropriate or available for use beyond the United States. If you use our sites or applications from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. Our sites or applications may describe products and services that are available only in the United States (or only parts of it). We reserve the right to limit the availability of our sites or applications and/or the provision of any content, program, product, service, or other feature described or available on our sites or applications to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide. You and we disclaim any application to these Terms of the Convention on Contracts for the International Sale of Goods.

SEE SECTION 25 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 18.

19. Assignment

SB may assign its rights and obligations under these Terms, in whole or in part, to any party at any time without any notice. These Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of SB.

20. Communications

When you communicate with us electronically, such as via e-mail, you consent to receive communications from us electronically. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

SEE SECTION 25 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 20.

21. Indemnity

You hereby agree to defend, indemnify and hold SB and its subsidiaries and each of their respective employees, officers, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (each an "SB Party," or collectively, "SB Parties") harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any SB Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (a) your User-Generated Content; (b) your use of our sites or applications and your activities in connection with our sites or applications; (c) your breach or alleged breach of these Terms; (d) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of our sites or applications and your activities in connection with our sites or applications; (e) information or material transmitted through your device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (f) any misrepresentation made by you; or (g) SB Parties' use of the information that you submit to us (including your User-Generated Content) (all of the foregoing, "Claims and Losses").

You will cooperate as fully required by SB Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, SB Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. SB Parties reserve the



right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a SB Party.

SEE SECTION 25 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 21.

22. No Waiver

Except as expressly set forth in these Terms, (a) no failure or delay by you or SB in exercising any of rights, powers or remedies under these Terms will operate as a waiver of that or any other right, power or remedy, and (b) no waiver or modification of any term of these Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

23. Severability and Interpretation

If any provision of these Terms is for any reason deemed invalid, unlawful, void or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in these Terms, the word will be deemed to mean "including, without limitation."

SEE SECTION 25 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 23.

24. Amendments or Changes to These Terms

We reserve the right to change these Terms of Use at any time, by posting amended terms on this website. Use of our sites or applications after the effective date constitutes your acceptance of the amended terms and conditions. We reserve the right to apply the amended terms to the information that we have already collected, subject to our Privacy Policy and any legal constraints. You should read and review this page regularly to see if there have been any changes.

25. Exclusions and Limitations; Consumer Protection Notice

If you are a consumer, the provisions in these Terms of Use are intended to be only as broad and inclusive as is permitted by the laws of your State of residence. If you are a New Jersey consumer, the terms of Sections 3(B), 4, 5, 7, 10, 14, 16, 17, 18, 20, 21, and 23 do not limit or waive your rights as a consumer under New Jersey law and the provisions in these Terms of Use are intended to be only as broad and inclusive as is permitted by the laws of the State of New Jersey. In any event, SB reserves all rights, defenses and permissible limitations under the law of your State of residence. Notwithstanding the foregoing, nothing in this Section shall modify Section 15(B) ("Formal Resolution by Arbitration").

26. Contact Us

If you have any questions regarding our Terms, practices, or your use of our sites or applications, please contact us at support@sundialbrands.com or using the information below:

Sundial Brands LLC
Attn: Legal Dept.
11 Ranick Drive
South Amityville, NY 11701

legal@sundialbrands.com