

# **BearBeard Terms and Conditions**

Last Updated: **June 05, 2024**

Welcome to BearBeard, your one-stop shop for healthy hair products (herein collectively referred to as the "Products"). These Terms and Conditions ("Terms") constitute a legally binding agreement ("Agreement") between you, whether personally or on behalf of an entity ("you," "your") and BearBeard along with its agents, assigns, and affiliates ("BearBeard", "we", "us", or "our"), concerning your access to and use of the BearBeard platform located at <https://bearbeard.com> as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto which is controlled by BearBeard NYC LLC. (collectively, the "Platform"). You agree that by accessing the Platform, you have read, understood, and agreed to be bound by all of these Terms. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE PLATFORM AND YOU MUST DISCONTINUE USE IMMEDIATELY.

You may not use or access the Platform unless, and by accessing the Platform you represent and warrant that, you (1) if an individual, are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site, (2) have not at any time breached a contract with BearBeard, (3) that you are the holder of the bank/credit card or bank account used for any purchases on the Platform, and (4) accept and agree to be bound by these Terms.

The information provided on the Platform is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services and the Products from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

## **ARTICLE 1: DATA PRIVACY AND INTEGRITY**

**1.1 Scope of Data Collection:** For the avoidance of doubt, the acquisition, storage, and manipulation of personal and non-personal data through the Platform shall be governed by BearBeard's Privacy Policy ("Privacy Policy"). This Privacy Policy is incorporated by reference into these Terms and shall form an integral part hereof.

**1.2 Compliance:** The Company undertakes to comply with applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation ("GDPR"), California Consumer Privacy Act ("CCPA") and the Children's Online Privacy Protection Act (COPPA), as well as any data protection laws in United States.

**1.3 User's Obligation:** The User acknowledges that they have read and understood the provisions set forth in the Privacy Policy and consents to the treatment of their data as outlined therein.

## **ARTICLE 2: INTELLECTUAL PROPERTY RIGHTS**

2.1 Unless otherwise stated, BearBeard and/or its licensors own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with the Platform. All source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Platform (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of United States, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the Platform "AS IS" for your information and personal use only. Except as expressly provided in these Terms

You must not:

- Republish material from BearBeard
- Sell, rent or sub-license material from BearBeard
- Reproduce, duplicate or copy material from BearBeard
- Redistribute content from BearBeard

2.2 Provided that you are eligible to access and use the Platform, you are granted a limited, revocable, non-exclusive, and non-transferable license to access and use the Platform in accordance with these Terms. We reserve all rights not expressly granted to you in and to the Platform, the Content and the Marks.

2.3 All logos and trademarks of third party or social networks on this Platform are the property of their respective owners. These elements are used exclusively for identification and reference purposes, and do not imply any association or imply any association with or endorsement by the companies that own them.

2.4 We appreciate your suggestions, comments, bug reports, feature requests, or other feedback ("Feedback"). We are not obligated to keep Feedback confidential, even if you indicate it as such. If you provide feedback, comments, ideas or suggestions for our Platform, you assign to us all of your worldwide right, title and interest in and to any and all comments, suggestions, requests, recommendations or other feedback you choose to provide to us in connection with our Platform, including all Intellectual Property Rights therein, and you agree that if necessary you will complete any documents deemed necessary to effect this assignment. You also agree to waive any right of approval for our use of the rights granted herein and agree to waive any moral rights you may have in any opinion, suggestion or other comment, even if it is altered or changed in a way that is not to your liking. you also understand and agree that you will not receive any fee, sum, consideration or remuneration for any of the rights granted in this section. Our receipt of your opinions, suggestions and other comments does not constitute an admission of their novelty, priority or originality, nor does it impair our right to any existing or future intellectual property rights.

### **ARTICLE 3: USER REPRESENTATIONS**

3.1 By using the Platform, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Platform through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Platform for any illegal or unauthorized purpose; and (7) your use of the Platform will not violate any applicable law or regulation.

3.2 If you provide any information that is untrue, inaccurate, not current, or incomplete, or otherwise breach any of the above representations or warranties, we have the right to suspend or terminate your account and refuse any and all current or future use of the Platform (or any portion thereof).

#### **ARTICLE 4: USER REGISTRATION**

4.1 You may be required to register with the Platform, and you must be 18 years old or older. When you register for an account you will be asked to provide us with some information about yourself, such as email address, phone number, or other contact information. You agree that the information you provide is accurate and that you will keep it accurate and up-to-date at all times. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable. You may not share your user account with others. Users must inform BearBeard immediately and unambiguously, using the contact details indicated herein, in case they believe that their personal information, including, but not limited to, User accounts, access credentials or personal data, have been violated, improperly disclosed or stolen.

4.2. By using the Platform, you represent and warrant that you are not prohibited or restricted from having an BearBeard account, and not a competitor of BearBeard or using the Platform for purposes that are competitive with BearBeard.

4.3 If the User is an entity, organization, or corporation, the individual acceding to these Terms on their behalf provides a representation and warranty that they have the requisite authority to bind said entity to these Terms, and the entity agrees to be legally bound by these Terms. The User is responsible for anyone that uses our Platform through your account, such as your employees, consultants or contractors (“Authorized Users”). Subject to the rest of this Agreement, we will allow you and your Authorized Users to access and use our Platform in the way set out herein. You may not use or access the Platform in any other way, such as using robots, spiders, crawlers and scraping technologies.

#### **ARTICLE 5: PERMITTED USE OF THE WEBSITE**

**5.1 Authorized Usage:** The User agrees to utilize the Platform solely for its intended purpose, which is to facilitate the selection, purchase, and delivery of a range of hair products ("Products"), meticulously crafted to elevate your hair growth and care as specified by the Platform's functionalities and features.

**5.2 Prohibited Conduct:** Any misuse, abuse, or unauthorized use of the Platform is strictly prohibited. Such activities include, but are not limited to, tampering with the Platform, unauthorized access to other users' accounts, or the dissemination of malicious software. Such misuse shall be considered a material breach of these Terms.

**5.3 Consequences of Misuse:** Any violation of this Article may result in immediate termination of the User's Account without notice and may subject the User to civil and/or criminal liability as per the laws and regulations applicable in the State of New York.

## **ARTICLE 6: BROWSING, ORDER PLACEMENT AND FULFILLMENT**

**6.1 Exploring the Website:** Users are invited to explore the Website to discover our range of hair products, herein collectively referred to as "Products." The Products contain the following elements as more specified by the Platform's functionalities and features: (i) Biotin which is the most essential element of BearBeard products for faster hair growth; (ii) Niacin which makes follicles absorb more nutrients making your hair shinier and hydrated; (iii) Minerals which help in the formation of collagen and keratin to support growth and resilience; and (iv) Vitamin C which protects cells improving hair resistance. These Products are meticulously crafted and made available by BearBeard exclusively through the Website for your selection and purchase.

**6.2 Ordering Essentials:** Our Website streamlines the process of selecting and ordering Products either directly from BearBeard or our verified Partners. Products are available for delivery or scheduled pick-up. Upon finalizing an order, you will receive a confirmation email at your registered email address detailing the selected Products, the total price, and any additional terms or conditions that may apply.

**6.3 Creating an Order:** Creating an order on the Website is designed to be user-friendly and intuitive:

- Navigate to the Products you desire and add them to your shopping cart.
- Proceed to select your preferred delivery method — whether you prefer home delivery or scheduled pick-up.
- Complete your purchase by proceeding to the Checkout.

Upon submission, you are proposing to purchase the selected Products at the prices indicated, plus any applicable shipping or delivery charges. Orders can only be placed through the Website; we do not accept orders via email, phone calls, or chat platforms. Remember, changing or canceling an order pre-acceptance is possible. Once you finalize an order, you agree to any delivery costs incurred.

In the event that any ordered Product is out of stock or unavailable, we reserve the right to offer an alternative or, if necessary, cancel the order.

**6.4 Timing of Deliveries:** Please note that the estimated delivery and pick-up times displayed upon successful payment are approximations and may be subject to change due to uncontrollable factors like weather, traffic, or other unforeseen conditions. Should there be any significant delay or inability to fulfill the delivery, BearBeard will notify you promptly.

**6.5 Delivery Procedures:** When you place an order for delivery on the Website, you expressly acknowledge and consent to the delivery of our hair products ("Products") to the address specified in that particular order. It is crucial to note that the geographical reach of our delivery service is constrained to locations that are both accessible and easily locatable by our courier partners. Before the arrival of your order, you have the following responsibilities:

- (a) Be accessible via the phone number you have registered on the Website to receive messages and calls related to the delivery.
- (b) Ensure that either you or an authorized representative are physically present at the designated delivery address to accept the order, unless an alternative arrangement has been made in advance.

BearBeard holds the authority to cancel an order if:

- a) Delivery cannot be successfully completed due to inability to reach you.
- b) If you or your representative fails to provide valid identification verifying that you meet the age restrictions for our Products.
- c) If the information provided during the order placement is either incomplete or inaccurate, causing complications in delivery or fulfillment.

In case an order is canceled based on the above conditions, a refund will not be granted, and you will be liable for the full Product cost and any associated expenses incurred by BearBeard, including return costs, if applicable.

Upon successful delivery to your designated address, any risk of loss or damage to the Product(s) transfers to you. After delivery, BearBeard assumes no responsibility for any subsequent loss or damage.

## **ARTICLE 7: PRICING AND PAYMENT PROCEDURES**

**7.1 Pricing Information:** All current rates for both Products and associated delivery fees are made available on the Website at the time an order is placed. We reserve the right to correct any errors in pricing or other information. All listed prices include VAT.

**7.2 Promotional Offers:** Special pricing conditions may apply based on promotional offers concerning specific product categories, or the total amount of the order. These special pricing conditions may be initiated by either BearBeard or our partner vendors.

**7.3 Pricing Autonomy:** We reserve the right to establish pricing for products and may also restrict the availability of products on the Website at our sole discretion.

**7.4 Price Adjustments:** BearBeard retains the right to modify pricing and other product information. It is the User's responsibility to verify the current prices at the time of placing an order.

**7.5 Delivery Charges:** A separate delivery fee will be indicated within your shopping cart. This fee is determined by factors including, but not limited to, the distance to the delivery location and current order volumes.

**7.6 Price Reductions:** If any price reductions are applicable as per relevant regulations, the previous price may be displayed alongside the reduced price.

**7.7 Payment Methods:** Payments must be made at the time of placing an order and can be completed through various methods, including but not limited to, bank/credit cards, and direct payments ("Payment

Methods"). Available Payment Methods will be displayed during the checkout process. BearBeard reserves the right to alter these options at its discretion.

**7.8 Third-Party Payment Services:** All payments are facilitated through third-party payment processors. The User agrees to abide by the Terms and Conditions of these third-party providers in addition to these Terms.

**7.9 Payment Information Storage:** With User consent, payment details may be stored with our third-party payment providers for future transactions. Note that BearBeard does not store any bank or card information.

## **Article 8: CONTENT AND QUALITY OF PRODUCTS**

**8.1 Hair Products:** Information regarding all hair-related Products is provided on the Website; however, we cannot assure the perpetual accuracy and timeliness of the data. Thus, prior to use, it is vital to meticulously review ingredient lists, particularly if you possess sensitivities to specific allergens. In the event of conflicting information, the ingredient list on the Product's packaging shall supersede the product details on the Website. For inquiries concerning ingredients in hair products available via the Website, we encourage you to directly contact us using the contact details provided on our Website.

## **ARTICLE 9: THIRD-PARTY WEBSITES AND SERVICES**

**9.1 External Links:** The Website may contain links to other websites ("Third Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, Websites, software, and other content or items belonging to or originating from third parties ("Third Party Content"). Such Third Party Websites and Third Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Websites accessed through the Website or any Third Party Content posted on, available through, or installed from the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third Party Websites or the Third Party Content.

**9.2 Disclaimers:** BearBeard shall bear no responsibility or liability for the content, privacy policies, or practices of any third-party websites or services linked to from the Website. Users access these links at



their own risk. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third Party Content or any contact with Third Party Websites.

## **ARTICLE 10: LIMITATION OF LIABILITY**

**10.1 Exclusion of Damages:** To the fullest extent permissible under applicable laws, BearBeard, including its affiliates, subsidiaries, officers, directors, employees, agents, licensors, and service providers, shall not be liable for any indirect, incidental, special, consequential, or punitive damages. This includes, without limitation, any damages arising from the use of our hair products, loss of profits, loss of revenue, loss of business, loss of anticipated savings, loss of data, or any other intangible losses.

**10.2 Scope of Limitation:** The limitation of liability set forth herein applies to, but is not limited to, any and all claims arising out of or related to: (a) your access to or use of, or inability to access or use, the BearBeard website and its services; (b) any unauthorized access to or use of BearBeard's servers and/or any and all personal information stored therein, including any breach of security resulting in the unauthorized access, use, alteration, or disclosure of any information. This limitation applies even if BearBeard has been advised of the possibility of such damages.

## **ARTICLE 11: WARRANTIES AND DISCLAIMERS**

**11.1 No Express or Implied Warranties:** The BearBeard website, including all content, products, and services made available through the website, is provided on an "as is" and "as available" basis without any warranties of any kind, whether express or implied. This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any warranties arising out of course of dealing or usage of trade.

**11.2 No Warranty on Continuous, Uninterrupted or Secure Access:** BearBeard does not warrant that your use of the website will be uninterrupted, timely, secure, or error-free, nor does BearBeard warrant that any defects in the website or its services will be corrected. BearBeard makes no representations or warranties regarding the accuracy, completeness, reliability, or availability of the website or its content.

**11.3 Non-reliance:** You expressly agree that your use of the BearBeard website is at your sole risk. You are solely responsible for the accuracy of the personal and any other information you provide. The information, products, and services provided on the BearBeard website are not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the BearBeard website.

## **ARTICLE 12: INDEMNIFICATION**

**12.1 Indemnification by User:** You agree to indemnify, defend, and hold harmless BearBeard, its affiliates, subsidiaries, officers, directors, employees, agents, licensors, and service providers from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that arise from or relate to: (a) your use of the BearBeard website and its services; (b) any violation of these Terms and Conditions or any other applicable terms, policies, warnings, or instructions provided by BearBeard; (c) your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or (d) any claim that your use of the BearBeard website caused damage to a third party.

**12.2 Indemnification Procedure:** BearBeard reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate fully with BearBeard in asserting any available defenses. You agree not to settle any matter without the prior written consent of BearBeard. BearBeard will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

**12.3 Scope of Indemnification:** This indemnification obligation will survive the termination of your use of the BearBeard website and services, and these Terms and Conditions. Your indemnification obligations are not limited to any specific amount, and you agree to cover all expenses incurred by BearBeard in connection with any claim arising from your use of the website or its services.

## **ARTICLE 13: TERMINATION OF ACCOUNT AND SERVICE USE**

**13.1 Right to Terminate:** BearBeard reserves the right, in its sole discretion, to terminate or suspend the User's Account without prior notice for actions that are determined to be in violation of these Terms or are injurious to BearBeard, its customers, third-party vendors, or any other stakeholders.

**13.2 Consequences of Termination:** Upon termination, the User may forfeit any benefits, rewards, or credits associated with their Account. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive remedies.

## **ARTICLE 14 - GOVERNING LAW AND DISPUTE RESOLUTION**

14.1 These Terms and your use of the Platform are governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction and venue in the courts sitting in New York City, State of New York for all disputes, claims, and actions arising from or in connection with the Platform or otherwise under these Terms and Conditions.

14.2 **Informal Negotiations:** To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

14.3 **Binding Arbitration:** If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Arbitration Rules of United States. Your arbitration fees and your share of arbitrator compensation shall be governed by the Consumer Rules and, where appropriate, limited by the New York Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online by a single arbitrator appointed in accordance with the

then-current rules. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so.

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

**14.4 Exceptions to Informal Negotiations and Arbitration:** The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

**14.5 California Users and Residents:** You can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

## **ARTICLE 15 - MISCELLANEOUS**

These BearBeard Terms and Conditions constitute the entire agreement between BearBeard and You relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, communications and/or advertising with respect to such subject matter. You may not assign these Terms, or assign, transfer or sublicense your rights, if any, in the Service. BearBeard may assign these Terms to any current or future affiliated company and to any successor in interest. BearBeard also may delegate certain BearBeard rights and responsibilities under these Terms to third-parties. If any part of these Terms and Conditions is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches

the intent of the original provision and the remainder of these Terms and Conditions will continue in effect. You agree not to export from anywhere any part of the Platform provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations. BearBeard shall not be liable for any failure to perform its obligations under these Terms and Conditions if such failure results from any cause beyond our reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, or shortages of transportation or energy. Notices from BearBeard to You will be given by e-mail, or by general posting on the Platform. You may contact BearBeard by filling out the customer support form or such other email address BearBeard posts as its address for notice on the Platform in the most recent version of the Terms. We appreciate your suggestions, comments, bug reports, feature requests, or other feedback ("Feedback"). We are not obligated to keep Feedback confidential, even if you indicate it as such. By providing Feedback, you grant BearBeard a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use the Feedback for any purpose.

## **ARTICLE 16 - CHANGES**

Supplemental Terms of Use or documents that may be posted on the Platform from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Platform after the date such revised Terms are posted.

**CONTACT US:** In order to resolve a complaint regarding the Platform or to receive further information regarding use of the Platform or Products, please contact us at: [info@bearbeard.com](mailto:info@bearbeard.com)