



## **BEAUTYPRESS™ User Agreement** (Content Provider and Temporary User)

### **1. Agreement and General Terms of Use**

1.1 This BEAUTYPRESS User Agreement (this “Agreement”) is intended to govern the use of the beautypress™ Media Portal (the “Web Portal”) maintained and operated by Webportalis LLC (“Webportalis”), to which you have been provided access on a temporary basis or through which you have agreed to submit certain User Content (as defined below) to be accessed by certain authorized media outlets and journalists under separate terms and conditions of use (the “Web Portal Access Agreement”), as applicable. This Agreement constitutes the agreement between Webportalis and you, including your employees, agents and representatives (“you,” “your”), regarding your use of the Web Portal and the services relating thereto to be provided by Webportalis pursuant to the Service Agreement between you and Webportalis (the “Service Agreement”) of which this Agreement is a part (“Service” or collectively the “Services”).

1.2 You agree to abide by all of the provisions in this Agreement in order to remain an authorized user of the Services, and your use of the Services constitutes your agreement to abide by these provisions. Distribution of your user name or password to a third party for access to the Services is prohibited and may result in termination of your account or other liability.

1.3 Webportalis reserves the right, in its sole discretion, to change any or all of the provisions of this Agreement at any time. Webportalis will make the current Agreement available as a link from each Service's home page. The Agreement in effect at the time of your use of the Service shall govern your use and your use of the Service after the effective date of any changes to this Agreement will be deemed your acceptance of the changes.

1.4 Webportalis reserves the right, in its sole discretion, to change, limit, or discontinue any aspect, content, tool, or feature that is a part of the Services. Webportalis further reserves the right, in its sole discretion, to restrict the use of the Service as well as suspend or revoke your rights to use the Services based on Webportalis' belief that your use of the Services violates that permitted by this Agreement or applicable law.

1.5 IF YOU DO NOT AGREE TO THE PROVISIONS OF THIS AGREEMENT OR ARE NOT SATISFIED WITH THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE OF THE SERVICES.

### **2. Registration, Fees and Payments**

2.1 As part of the registration process, you will be required to select a password and username. Webportalis may refuse to grant you a username that impersonates someone else, is or may be illegal,

is or may be protected by trademark or other proprietary rights law, or may cause confusion as determined by Webportalis in its sole discretion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer or resell your use of or access to the Service to any third-party. If you have reason to believe that your account with Webportalis is no longer secure, you must immediately notify Webportalis of the problem and you must change your password or request that your password be changed. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

2.2 As a subscriber of the Services, you will be bound by the payment terms set forth herein and in the Order Confirmation. You will pay Webportalis for all fees, charges, and any applicable taxes, associated with the Services in accordance with the current rates, payment terms, and policies specified by Webportalis in the applicable Service Agreement.

2.3 The price you pay for a Service is stipulated at the time you enroll in such Service and is valid for the initial period for which you enrolled in the Service. Webportalis reserves the right to change the price paid for an annual subscription after the initial enrollment period. YEARLY SUBSCRIPTIONS TO THE SERVICE ARE ON A CONTINUOUS RENEWAL BASIS. All prices are subject to annual adjustment on not less than 60 days' notice to Client. YOU MUST CANCEL THIRTY (30) DAYS PRIOR TO YOUR SUBSCRIPTION RENEWAL DATE TO AVOID CONTINUED CHARGES.

### **3. Trademark**

3.1 The Services and all content and tools provided by Webportalis in connection with the Services (other than the User Content) are protected by copyright, trademark and/or other applicable intellectual property and proprietary rights laws and are owned, controlled, and/or licensed by Webportalis. All trademarks appearing on the Services are the property of their respective owners. You agree not to use any Webportalis trademarks or copyrighted material without express written permission of Webportalis.

3.2 If you operate a Web site and wish to link to the Service, you must link to the Service's home page unless permission otherwise has been granted in writing by Webportalis. Webportalis reserves the right to reject or terminate any links to the Service. While our website may have links to the websites of other companies and parties, Webportalis has no control over those websites. Webportalis is not responsible or liable for any content, advertising, products, services or other materials on or available from those websites. Webportalis Research is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, advertising, products, services or other materials on those websites.

3.3 You may search, retrieve, display, download to your area on the Service and the "beauty background" section of the Service, and you may print content from such area/section of the Services solely for your internal use or publication; provided with respect to each use or publication you indicate clearly the copyright holder of such content and the source of such content. You shall make no other use of the Webportalis-provided content without the express written permission of Webportalis.

You will not modify, publish, distribute, transmit, participate in the transfer or sale, translate, create derivative works, or in any way exploit other than as set forth herein, any of the content, tools or technology, in whole or in part, found on the Services (other than the User Content). You shall not make any changes to any Webportalis-provided content that you are permitted to use under this Agreement, and in particular you will not delete or alter any proprietary rights or attribution notices in any such content. You further agree that all rights in the Service and any of the content found on the Service not granted to you under this Agreement are expressly reserved to Webportalis and/or its licensors.

#### 3.4 Digital Millennium Copyright Act ("DMCA") Notice -

Webportalis owns, protects and enforces copyrights in its own creative material and respects the copyright properties of others. It is our policy not to permit materials known by us to be infringing to remain on this site. You should notify us promptly if you believe any materials on the Service infringe a third-party copyright. Upon receipt of a proper notice of claimed infringement under the DCMA, Webportalis will respond promptly to remove, or disable access to the material claimed to be infringing that is in our direct control, or will provide you with information on how to contact a third-party content provider to notify them of the copyright infringement. Please send all notices to Webportalis LLC, 333 Hudson Street, Suite 1002 New York, NY 10013  
tel: +1-646-652-8059 email: info@beautypress.com

#### 4. User Content on the Service

4.1 As a subscriber of the Service you will submit content including, but not limited to, media releases, announcements, brochures, photographs, and videos (collectively, "User Content") for inclusion in the Web Portal.

4.2 You shall be solely responsible for your own User Content and the consequences of Webportalis posting or publishing such User Content on the Web Portal. In connection with User Content, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize Webportalis to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Content to enable inclusion and use of the User Content in the manner contemplated by the Service Agreement and this Agreement. Webportalis does not endorse any User Content or any opinion, recommendation, or advice expressed therein, and Webportalis expressly disclaims any and all liability in connection with any and all User Content.

4.3 While you retain all ownership rights in the User Content, by making such User Content available through the Services, you automatically grant to Webportalis a royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, and/or translate any such User Content for the duration of the term of this Agreement, plus three months thereafter. By making any User Content available through the Services, you also grant to authorized users of the Web Portal the right and license to access, view, store, or reproduce your material and information in a manner consistent with the terms and conditions of the applicable Web Portal Agreement, a form of which is attached hereto as Appendix 1.

4.4 Webportalis is not responsible for any content or substance of the User Content. However, Webportalis reserves the right to delete, move, or edit any material or information contained in the User Content that it deems, in its sole discretion, unacceptable, libelous, defamatory, or otherwise in violation of any law or that infringes or violates any privacy or other rights of any person or entity. Further, Webportalis reserves the right at all times to disclose or remove any material or information as necessary to satisfy any law, regulation, or governmental request.

4.5 Webportalis reserves the right to license names, email addresses, postal addresses, and demographic information with other pre-screened organizations that have specific direct mail product and service offers we think may be of interest to you. You may choose at any time to remove your name and address from these mailing lists by editing your privacy preferences. Webportalis also reserves the right to collect and use data about you and your use of the Service for purposes such as, for example, performing statistical analyses to assist us in improving the Service. Nothing herein shall prevent Webportalis and its marketing partners from contacting you by email, phone, or direct mail with offers, information, and other communications and all such contact is expressly approved by you. Nothing herein shall prevent Webportalis from complying with valid requests by governmental authorities investigating civil or criminal matters.]

## **5. Disclaimer of Warranties & Limitation of Liability**

5.1 YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER WEBPORTALIS NOR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, THIRD-PARTY CONTENT PROVIDERS, OR LICENSORS (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THEY WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR AS TO THE ACCURACY, RELIABILITY, COMPLETENESS, OR CONTENTS OF ANY CONTENT, INFORMATION, MATERIAL, OR POSTINGS FOUND ON THE SERVICE, ANY MERCHANDISE OR SERVICES PROVIDED THROUGH THE SERVICES, OR ANY LINKS TO OTHER SITES OR SERVICES MADE AVAILABLE ON THE SERVICES.

5.2 THE SERVICES, ALL TOOLS, CONTENT, MATERIAL, INFORMATION, POSTINGS, OR POSTING RESPONSES FOUND ON THE SERVICE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.3 UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR GROSS OR WILLFUL NEGLIGENCE, SHALL WEBPORTALIS (OR ANY OF ITS PARENTS, SUBSIDIARIES, MEMBERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, THIRD-PARTY CONTENT PROVIDERS, OR LICENSORS (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS), BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, ANY CONTENT, INFORMATION, MATERIAL, OR POSTINGS ON THE SERVICE, OR THE WEB PORTAL OR IN CONNECTION WITH THE SERVICE ITSELF. THESE LIMITATIONS APPLY REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS

ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WEBPORTALIS (AND ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, THIRD-PARTY CONTENT PROVIDERS, OR (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS)), IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SERVICE OR THE WEB PORTAL, INCLUDING YOU. IN NO EVENT SHALL THE TOTAL LIABILITY OF WEBPORTALIS (OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, THIRD-PARTY CONTENT PROVIDERS, OR LICENSORS (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS)) TO YOU EXCEED THE AMOUNT PAID BY YOU TO WEBPORTALIS DURING THE TWELVE (12) MONTHS PRIOR TO ANY CLAIM OF INJURY OR DAMAGE.

## **6. Indemnification**

6.1 To the maximum extent permitted by applicable law, you will defend, indemnify and hold harmless Webportalis (and any of its parents, subsidiaries, affiliates, members, directors, officers, employees, agents, distributors, third-party providers, and licensors (and their respective members, directors, officers, employees, and agents)) from and against all claims, liability, and expenses, including attorneys' fees and legal fees and costs, arising out of your use of the Service or your breach of any provision of this Agreement. Webportalis reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You will cooperate as fully as reasonably required in the defense of any claim.

## **7. Third-Party Presence on the Service**

7.1 The services provided hereunder and under the Service Agreement are simultaneously provided to a number of third parties in connection with the Web Portal (each a "Third-Party"). Webportalis makes no warranty concerning content, technology, goods or services provided by Third-Parties on the Web Portal.

YOU AGREE THAT ANY RECOURSE FOR DISSATISFACTION OR PROBLEMS WITH ANY THIRD PARTY WILL BE SOUGHT FROM THE THIRD-PARTY DIRECTLY, NOT FROM Webportalis.

## **8. Site Security**

You may not violate or attempt to violate the security of the Service, including by, without limitation (a) accessing data not intended for you or logging into a server or account with you are not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Service, overloading, conducting "denial of service attacks", "flooding", "spamming", "mail bombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or (f) attempting to decipher, decompile, disassemble or reverse

engineer any of the software comprising or in any way making up a part of the Service. Violations of system or network security may result in civil or criminal liability. Webportalis will investigate occurrences which may violate such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

## **9. Contacting Us**

9.1 You may contact us via the customer service at Webportalis LLC, 333 Hudson Street, Suite 1002 New York, NY 10013 tel: +1-646-652-8059, email: info@beautypress.com e-mail: info@beautypress.com. If a response is necessary, we will contact you by sending electronic mail to the address you provide to us, or by posting a notice on the Services. This will never serve as legal notice or effective notice for cancellation purposes, all of which are governed by the above sections.

## **10. Termination**

10.1 Webportalis may terminate this Agreement and your use of the Services, or discontinue the Services, at any time. Webportalis shall have the right immediately upon notice to you to terminate your use of the Services in the event of any conduct by you which Webportalis, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of this Agreement or violation of applicable law. In such event you will not be entitled to any refunds for unused services.

## **11. Governing Law/Exclusive Jurisdiction**

11.1 This Agreement, your performance under it, and any disputes arising under it shall be governed exclusively by the laws of the United States of America and the State of New York, without giving effect to their conflict of laws principles. You expressly consent to the exclusive forum, jurisdiction, and venue of the Courts of the State of New York and the United States District Court for the New York in any and all actions, disputes, or controversies relating to this Agreement.

## **12. Miscellaneous**

12.1 This Agreement and any policies and rules posted on the Services by Webportalis constitute the complete and exclusive and final expression of the agreement of the parties with respect to the subject matter hereof.

12.2 No waiver by either Webportalis or you of any breach or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default.

12.3 This Agreement shall be binding upon and inure to the benefit of Webportalis and its successors, trustees, and assigns. Webportalis may assign this Agreement, or any of its rights or obligations under this Agreement, with or without notice to you. Any such assignment by Webportalis does not relieve you of your obligations under this Agreement.