Terms and Conditions

Columbia SkinCare | The F.C. Sturtevant Company | columbiaskincare.com

Welcome to The F.C. Sturtevant Company. We hope that you enjoy your visit and find that using our website to learn about our company and our skincare products is easy, productive and fun.

Before using or registering with the F.C. Sturtevant Company website, please read the following Terms and Conditions ("Terms") carefully. These Terms govern your access to and use of the Company Online website and any products, services, software, tools, applications, features or functionality offered or made available on or through the website, (the "Site").

Your access to and use of the Site is expressly conditioned on your acceptance of and compliance with these Terms. If you do not accept these Terms, you will not be permitted to access or use the Site, and any violation of these Terms may result in termination of your ability to access and use the Site.

In order to use the Site, you must be at least 18 years of age. You represent that you are at least 18 years old. If you are not at least 18 years of age, please do not access, use or register with the Site.

We reserve the right at any time to change all or any part of these Terms; change the Site, including by eliminating or discontinuing any content on or feature of the Site; and change any fees or charges for use of the Site. Any changes we make will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on the Site or by electronic mail. Your continued use of the Site after such notice will be deemed acceptance of such changes. Be sure to return to this page periodically to ensure familiarity with the most current version of these Terms.

1. Registration

When and if you set up an account with us and register to place orders through the Site, you agree to (a) provide accurate, current and complete information about yourself as prompted by our registration form (including your email address), and (b) maintain and update your information (including your email address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your access to and use of the Site. Our use and disclosure of any such information that you provide is governed by our Privacy Policy.

As part of the account set-up and registration process, you may be asked to select a username and password. We may refuse to grant you a username for any reason in our sole discretion, including in the event that we determine that such username impersonates someone else, is illegal, vulgar, or otherwise offensive, or is protected by trademark or other proprietary rights law, or otherwise may cause confusion. 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 Site to any third party. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

2. Your Use of the Site

Subject to and conditioned upon your compliance with these Terms, we grant to you a non-exclusive, non-transferable, non-sublicensable, limited right and license to access and use the Site, including any images, text, graphics, sounds, data, links and other materials incorporated into the Site (other than your

Submissions, as defined in Section 3 below), solely as made available by us and solely for your own personal purposes. The Site, including all such materials and all intellectual property rights therein, remain the property of The F.C. Sturtevant Company or its licensors or suppliers. Except as expressly authorized by these Terms, you may not use, reproduce, distribute, modify, transmit or publicly display any portion of the Site without the written consent of The F.C. Sturtevant Company. While using the Site, you agree not to:

- Defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;
- Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity, or use any fraudulent, misleading or inaccurate email address or other contact information;
- Restrict or inhibit any other user from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- Violate any applicable laws or regulations;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Upload to, transmit through, or display on the Site (a) any material that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any confidential, proprietary or trade secret information of any third party; or (c) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- Engage in spamming or flooding;
- Transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site;
- Remove any copyright, trademark or other proprietary rights notices contained in or displayed on any portion of the Site;
- "Frame" or "mirror" any portion of the Site, or link to any page of or material on the Site other than the URL located at https://columbiaskincare.com/ or the URLs provided by us to you for such purposes as part of the Site, without our prior written authorization;
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site; or
- Harvest or collect information about users of the Site without their express consent. We may terminate your access to and use of the Site immediately if you fail to comply with the above rules.

3. Your Submissions

In the event that you post or upload to the Site, or otherwise submit to The F.C. Sturtevant Company as part of your use of the Site, any materials including, without limitation, photographs and other images, text, graphics, sounds, data, links and other materials (collectively, "Submissions"), you will retain ownership of such Submissions, and you hereby grant us and our designees a worldwide, non-exclusive, sublicensable (through multiple tiers), assignable, royalty-free, fully paid-up, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, and publicly display and perform such Submissions, in connection with the Site. Except for the foregoing license, we do not claim ownership of any copyright in your Submissions. You represent, warrant and covenant that you own or otherwise possess all

necessary rights with respect to your Submissions, and that your Submissions do not and will not infringe, misappropriate, use or disclose without authorization, or otherwise violate any intellectual property or proprietary right of any third party, and are not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable.

None of the Submissions will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any Submissions.

You acknowledge and agree that we may (but are not obligated to) do any or all of the following, at our discretion: (a) monitor and/or filter any Submissions (including without limitation by means of blocking or replacing expletives or other language that may be deemed harmful or offensive); (b) alter, remove, or refuse to send, transmit or otherwise use any Submission (including, without limitation, by suspending the processing and shipping of any order relating to any Submission); and/or (c) disclose any Submissions, and the circumstances surrounding the transmission or use thereof, to any third party in order to operate the Site; to protect our affiliates, distributors, partners, licensors, advertisers, sponsors, and users; to comply with legal obligations or governmental requests; to enforce these Terms; or for any other reason or purpose.

We recommend that you keep back-up copies of your Submissions on your hard drive or other personal system, as the Site is not intended to be used as a back-up solution for storing your Submissions.

4. Making Purchases

If you wish to purchase any products or services through the Site, we will ask you to supply certain information applicable to your purchase, including, without limitation, payment and other information. Any such information will be treated as described in our Privacy Policy. All information that you provide to us or our third party payment processor must be accurate, current and complete. You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Verification of information applicable to a purchase may be required prior to our acceptance of any order. Price and availability of any products or services are subject to change without notice, and our current prices can be found on the Site. Title and risk of loss for any purchases pass to you upon our delivery to our carrier. We reserve the right to ship partial orders (at no additional cost to you), and the portion of any order that is partially shipped may be charged at the time of shipment. All purchases of Columbia or Sturtevant skincare products through the Site by customers are subject to our Customer Satisfaction Guarantee, which can be viewed in our Refund and Returns Policy.

5. Product Information

All material and information presented by The F.C. Sturtevant Company is intended to be used for personal educational or informational purposes only. The statements made about products have not been evaluated by the U.S. Food and Drug Administration and the results reported, if any, may not necessarily occur in all individuals. The statements and products are not intended to diagnose, cure or prevent any condition or disease. All products should be used strictly in accordance with their instructions, precautions and guidelines. You should always check the ingredients for products to avoid potential allergic reactions. Use of the Site is not meant to serve as a substitute for professional medical advice: this Site is solely an online store for skincare products. Please consult with your own physician or health care practitioner regarding the use of any goods, products or information received from the Site before using or relying on them.

Your physician or health care practitioner should address any and all medical questions, concerns and

decisions regarding the possible treatment of any medical condition. The F.C. Sturtevant Company does not give or intend to give any answers to medical related questions and this Site does not replace any medical professional or medical resource. The F.C. Sturtevant Company does not represent itself as a physician nor is this implied. No prescription medications or medical treatments are intentionally provided on the Site. IF YOU ARE IN NEED OF MEDICAL ATTENTION, CALL 911 OR YOUR PHYSICIAN IMMEDIATELY.

6. Copyright Issues

The F.C. Sturtevant Company is committed to protecting copyrights and expects users of the Site to do the same. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any material used or displayed on or through the Site infringes your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on the Site; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see http://www.copyright.gov/ for details. DMCA notices and counter-notices regarding the Site should be sent to:

The F.C. Sturtevant Company
ATTN: Copyright Protection
PO Box 607
Bronxville, NY 10708

7. Third-Party Websites, Software and Sites

The Site may direct you to websites operated by third parties and/or products and services offered by third parties ("Third Party Properties"). We have not reviewed all of the Third Party Properties to which you may be directed and we have no control over such Third Party Properties. We are not responsible for (a) the content and operation of such Third Party Properties, or (b) the privacy or other practices of such Third Party Properties. The fact that the Site directs you to such Third Party Properties does not indicate any approval or endorsement of any Third Party Properties. We direct you to such Third Party Properties only as a convenience. You are responsible for the costs associated with such Third Party Properties, including any applicable license fees and service charges. Accordingly, we encourage you to become familiar with the terms of use and practices of any such Third Party Properties.

8. Mobile Services

If you access the Site via your mobile phone, we do not currently charge for this access. Please be aware that

your carrier's normal rates and fees, such as text messaging fees or data charges, will still apply.

9. Access By Minors

Pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.

10. Notice for California Users

Under California Civil Code Section 1789.3, California users of the Site are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

11. Indemnification

You agree to indemnify, defend and hold us, our affiliates, distributors, partners, licensors, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees--except where prohibited by law) and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms, including any violation of the rules set forth in Section 2 above; (b) your Submissions; and/or (c) your activities in connection with the Site.

12. Disclaimer of Warranties

THE SITE, INCLUDING ALL MATERIALS INCORPORATED THEREIN, IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE F.C. STURTEVANT COMPANY AND ITS SUBSIDIARIES, AFFILIATES, DISTRIBUTORS, PARTNERS, LICENSORS, ADVERTISERS, SPONSORS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you. WE AND OUR SUBSIDIARIES, AFFILIATES, DISTRIBUTORS, PARTNERS, LICENSORS, ADVERTISERS, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, THE SERVER(S) ON WHICH THE SITE IS OFFERED OR ANY SOFTWARE INCORPORATED INTO THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF THE F.C. STURTEVANT COMPANY OR ITS AFFILIATES, DISTRIBUTORS, PARTNERS, LICENSORS, ADVERTISERS, SPONSORS OR AGENTS, WHETHER MADE ON OR THROUGH THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY. YOUR USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK.

13. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER THE F.C. STURTEVANT COMPANY NOR ANY OF OUR SUBSIDIARIES, AFFILIATES, DISTRIBUTORS, PARTNERS, LICENSORS, ADVERTISERS OR SPONSORS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA, LOST PROFITS, LOSS OF GOODWILL OR ANY OTHER INTANGIBLE LOSSES), EVEN IF THE F.C. STURTEVANT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF THE F.C. STURTEVANT COMPANY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SITE IS LIMITED TO THE AMOUNT YOU PAID TO US. IN ALL CASES, THE F.C. STURTEVANT COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

14. Exclusions and Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE EXCLUSIONS OF CERTAIN LIABILITY LIMITATIONS.

ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 11 (INDEMNIFICATION), 12 (DISCLAIMER OF WARRANTIES) AND 13 (LIMITATION OF LIABILITY) MAY NOT APPLY TO YOU. IN PARTICULAR, IF YOU ARE A RESIDENT OF NEW JERSEY, SECTIONS 11, 12 AND 13 OF THESE TERMS AND CONDITIONS SHALL NOT APPLY TO YOU, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN ANY LINKED, INCORPORATED OR OTHERWISE REFERENCED DOCUMENT, POLICY OR TERMS AND CONDITIONS.

15. Fraud Protection Program

As part of our order processing procedures, we screen all received orders for fraud or other types of unauthorized or illegal activity. We reserve the right to refuse to process an order due to suspected fraud or unauthorized or illegal activity. If such is the case, we may reject your order or our Sales Support department may call you at the phone number you provided (or use your email address) to confirm your order. We also reserve the right to cancel any accounts or refuse to ship to certain addresses due to suspected fraud or unauthorized illegal activity. We take these measures to protect our customers as well as ourselves from fraud or other unauthorized or illegal activity.

16. Policy for Idea Submission

Many of our customers are interested in submitting ideas and suggestions for products and services to be used at F.C. Sturtevant either independently of, or in conjunction with, our internally developed concepts. We appreciate our customers' interest in improving the Site and our products; however, please note that any such ideas or suggestions that you submit will be owned by The F.C. Sturtevant Company, and you hereby irrevocably assign any intellectual property rights in such ideas and suggestions to The F.C. Sturtevant Company. In the event that the foregoing assignment is held to be ineffective for any reason, your ideas and

suggestions will be treated as Submissions, subject to the license granted to The F.C. Sturtevant Company in Section 3 of these Terms. If you intend to retain any intellectual property rights in your ideas and suggestions (patent, trade secrets, copyright, trademark, etc.) please do not submit them to us without our prior written approval. You can inquire regarding such approval by sending a message to info@columbiaskincare.com. If we are interested in pursuing any idea or suggestion of yours, we will contact you. Please note that an additional legal agreement may be required by The F.C. Sturtevant Company in order to evaluate your idea or suggestion.

17. Miscellaneous

These Terms are governed by and construed in accordance with the laws of the State of New York, the United States of America, without regards to its principles of conflicts of law. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of Westchester, New York, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts. If any provision of these Terms, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible, or, if incapable of such enforcement, shall be deemed to be deleted from these Terms, and the remainder of these Terms and such provisions as applied to other persons, places and circumstances shall remain in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

This is the entire agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter. These Terms are not assignable, transferable or sublicensable by you except with our prior written consent. These Terms may not be modified or amended except as set forth in the introductory section of these Terms. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.