

JUARA TERMS AND CONDITIONS OF USE

1. AGREEMENT BETWEEN YOU AND JUARA.

These Terms and Conditions of Use (“Terms”) and JUARA’s Privacy Policy (available at (provide link)) form a legally binding agreement between you and JUARA. They govern your access and use of JUARA’s websites, applications, content, products, goods, services, software, technology and other materials, (collectively, “JUARA’s Services”), that the company may provide. BY ACCESSING OR USING ANY JUARA SERVICE, YOU AGREE TO BE BOUND AND ABIDE BY THESE TERMS, THE COMPANYS PRIVACY POLICY AND ANY AMENDMENTS THERETO AND AGREE THAT YOU ARE AT LEAST 18 YEARS OF AGE. PLEASE READ THESE TERMS CAREFULLY BEFORE USING ANY JUARA SERVICES, ESPECIALLY SINCE THESE TERMS MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS YOUR RIGHT TO BRING A LAWSUIT OR CLASS ACTION. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY CEASE USE OF ANY JUARA SERVICES.

If you are a JUARA Guide, in the event of any direct conflict between these Terms and the JUARA Policies and Procedures (the “Policies”) to which you agreed at the time you enrolled as a JUARA Guide, the Policies will govern and control.

2. PURCHASE AND ENROLLMENT TERMS.

You are responsible for providing a valid credit card number or account information with available credit at time of purchase and/or enrollment as a JUARA Guide. You represent and warrant that you are an authorized user of the credit card or account information. You are responsible for payment of any applicable taxes. You are responsible for payment of shipping and handling charges. Taxes and shipping and handling charges may be included on your order invoice depending on your jurisdiction and what has been ordered.

3. MONTHLY AUTOMATIC PURCHASES.

JUARA offers certain products and services on a monthly automatic or subscription basis (also known as Refill) so you can enjoy all the benefits of the company’s products or services on a continuous basis. If you choose this option at the time of your purchase, you agree such products/services will automatically renew each month after the date of your initial purchase. By choosing the Refill option, you acknowledge and agree your subscription will automatically renew, and unless you cancel, you authorize JUARA to charge your payment card for the products/services you purchased, plus applicable shipping and handling, and taxes each month. The charges will typically occur on or around the day of the month as your initial purchase, although some charges may be delayed for business or legal reasons. Physical products will be delivered to the address you provided during your initial purchase. Your automatic subscription will continue until you cancel your order. If there are any changes to your subscription terms, such as pricing, frequency, date of charge or any other items, JUARA will take commercially reasonable efforts to inform you in writing of such change. You may modify or cancel your subscription at any time by calling JUARA’s Customer Service or emailing support@Juaraskincare.com JUARA must receive any modifications or cancellation of your subscription at least three (3) days prior to the next scheduled payment/ship date in order to take effect for that period. If you cancel less than

03/15/2019

three (3) days prior to the automatic renewal day for your subscription, your subscription will continue as scheduled and your cancellation will take effect in the following period.

4. RETURN POLICY.

If for any reason a Customer is dissatisfied with any JUARA product, he or she may return that product to JUARA or the Guide from whom they purchased the product and request a refund for the amount of the purchase price of the product (less shipping and handling) if requested within 30 days from the date of purchase. All refunds are final and the Customer shall be charged for the shipping and handling of the returned product. This request must be made in writing and include a copy of the invoice from JUARA. Such refunds shall be according to the Policies.

5. CONFIDENTIALITY.

You agree to provide true, accurate, and complete information to JUARA or the Guide when making a purchase. You agree to maintain the confidentiality of any identification number, key or password ("Identifiers") that you are provided with. You agree to immediately notify JUARA of any unauthorized use of the above or other breach of security. You are fully responsible for all activities under your Identifiers. JUARA is not responsible for any misuse of your account by someone who uses your Identifiers.

6. COPYRIGHT.

All website design, text and graphics are owned solely and exclusively by JUARA. The content of all JUARA websites is the copyright of JUARA ALL RIGHTS RESERVED. No website material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any medium including but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of JUARA or in accordance with JUARA's Policies.

7. TRADEMARKS.

JUARA's intellectual property, including but not limited to JUARA, the JUARA product names and logos, all page headers, custom graphics and button icons are service marks, trade names, trademarks and/or trade dress of JUARA are owned solely and exclusively by JUARA. There may be other trademarks, product names, company names, logos, service marks, and/or trade dress indicated on the Web site that are the property of their respective owners.

8. LINKS TO THIRD PARTY SITES.

JUARA may provide, via its websites, links to other third party websites or resources and/or advertisements or other such promotional materials. Because JUARA has no control over the content of linked-to sites or the quality of the goods or services offered via these linked-to sites, you acknowledge and agree that JUARA is not responsible for and in no way guarantees or endorses: (1) the availability of linked-to sites or resources; (2) the accuracy or completeness of any content available at or through the linked-to sites; (3) the goods or services offered via these third-party sites. Accordingly, you acknowledge and agree that JUARA shall not be responsible or liable to you in any manner, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on the content of any linked-to website and/or the quality of any goods or services offered by or through any linked to third- party site.

9. MODIFICATION OF THESE TERMS OF SERVICE.

JUARA reserves the right to change these Terms or its Privacy Policy from time to time to comply with laws or to meet with changing business requirements. These revisions shall be effective for new users immediately upon being posted to the JUARA Services; however, for existing customer, the applicable revisions shall be effective 30 days after posting. By continuing to use any JUARA Services after any changes are posted, you expressly accept any applicable changes.

10. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE JUARA SERVICES IS AT YOUR SOLE RISK. SUCH SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. JUARA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. JUARA MAKES NO WARRANTY THAT THE JUARA SERVICES: (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF SUCH SERVICES WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE JUARA SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM JUARA OR THROUGH OR FROM THE EMAIL SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

11. INDEMNIFICATION AND LIMITATION OF LIABILITY.

You agree to indemnify, defend and hold JUARA, its parents, subsidiaries, affiliates, members, officers, directors, employees, agents, and suppliers harmless from and against any claim, action, demand, loss, suit, or damages (including attorneys' fees) made or incurred by any third party arising out of or relating to your improper use of any JUARA Services, your violation of these Terms, or your violation of any rights of a third party.

12. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JUARA OR ITS SERVICE PROVIDERS, LICENSORS OR SUPPLIERS BE LIABLE FOR SPECIAL, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, LOST PROFITS, LOST DATA OR CONFIDENTIAL OR OTHER INFORMATION, LOSS OF PRIVACY, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, FAILURE TO MEET ANY DUTY INCLUDING WITHOUT LIMITATION OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY AND/OR IF JUARA WAS ADVISED OF SUCH DAMAGES OR OF ANY ADVICE OR NOTICE GIVEN TO JUARA OR ITS SERVICE PROVIDERS, LICENSORS AND SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF ANY JUARA SERVICES. THIS LIMITATION SHALL

03/15/2019

APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. ADDITIONALLY, THE MAXIMUM LIABILITY OF JUARA AND ITS SERVICE PROVIDERS, LICENSORS AND SUPPLIERS TO YOU UNDER ALL CIRCUMSTANCES WILL BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU IN THE LAST NINETY (90) DAYS TO JUARA FOR ANY JUARA SERVICES. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN JUARA AND YOU. THE JUARA SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. JUARA WILL NOT BE LIABLE FOR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS IF SUCH FAILURE IS CAUSED BY THE OCCURRENCE OF ANY UNFORESEEN CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET OUTAGES, COMMUNICATIONS OUTAGES, FIRE, FLOOD, OR WAR.

13. GOOD FAITH RESOLUTION OF DISPUTES, BINDING INDIVIDUAL ARBITRATION AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS. For purposes of this Section, "Dispute" shall mean any dispute, claim, or action between you and JUARA arising under or relating to the JUARA Services, its websites, these Terms, or any other transaction involving you and JUARA, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law.

YOU AND JUARA AGREE THAT "DISPUTE" AS DEFINED IN THESE TERMS SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION BY YOU OR JUARA FOR (A) TRADE SECRET MISAPPROPRIATION, (B) PATENT INFRINGEMENT, (C) COPYRIGHT INFRINGEMENT OR MISUSE, (D) TRADEMARK INFRINGEMENT OR DILUTION. Moreover, notwithstanding anything else in these Terms, you agree that a court, not the arbitrator, may decide if a claim falls within one of these four exceptions.

If a Dispute arises, you and JUARA shall to attempt in good faith to resolve any such dispute in an amicable and mutually satisfactory matter.

In the event such efforts are unsuccessful, either party may serve a Notice of Mediation/Arbitration on the other party. Notice of Mediation/Arbitration shall be personally delivered or sent by prepaid registered airmail or air courier, and shall be effective upon receipt thereof by the party to whom it is addressed. Proof of receipt shall be a receipt signed by an officer or responsible official of the party to whom it is addressed. The Notice of Mediation/Arbitration shall be dated, and without prejudice to any right under the applicable rules permitting subsequent modifications, it shall specify the claims or issues that are to be addressed in the mediation/arbitration. The Parties shall thereafter schedule a mediation to occur in Houston Texas, within forty-five (45) days of receipt of the Notice of Mediation/Arbitration.

If the dispute cannot be resolved by mediation, the parties agree that in order to promote to the fullest extent reasonably possible a mutually amicable resolution of the dispute in a timely, efficient and cost-effective manner, they will waive their respective rights to a trial by jury and

03/15/2019

settle their dispute by submitting the controversy to binding arbitration in accordance with the commercial rules of the American Arbitration Association (“A.A.A.”) then in effect, except that all Parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure. The A.A.A. rules are available at <http://www.adr.org/sp.asp?id=22440>, or by contacting JUARA’s Guide Services Department and request to have the A.A.A. Rules mailed to you. Notwithstanding the foregoing and the A.A.A. Rules, the following shall apply to all arbitration proceedings:

All Parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure as those rules exist in the United States Federal Court for the District of Texas;

The United States Federal Rules of Evidence shall be strictly applied to all arbitration proceedings;

The parties shall also be entitled to bring motions pursuant to Rules 12 and/or 56 of the Federal Rules of Civil Procedure; and

If a claim is for less than \$1,000, the arbitration hearing may be held telephonically if you wish to do so. If you do not wish to hold the arbitration hearing telephonically, or if the claim is for \$1,000 or more, the arbitration hearing shall not be held telephonically, but rather, shall be held in-person in Houston, Texas.

The Parties shall attempt to select a mutually agreeable mediator/arbitrator. If no agreement on a mediator/arbitrator can be reached within fourteen (14) days of the first written notice of intent to mediate/arbitrate, and the parties do not mutually agree to waive this provision, a mediator/arbitrator shall be selected in accordance with the Commercial Rules of the A.A.A. from A.A.A.’s panel of mediators/arbitrators. Either Party may elect to participate in the mediation and/or arbitration telephonically.

This Agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of the State of Texas, exclusive of its conflict or choice of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the foregoing provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. 1, et. seq., and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitration shall be conducted on an individual, not class-wide basis, and any proceeding between the parties may not be consolidated with another proceeding between one of the parties and any other entity or person.

The Parties further expressly agree: (i) the arbitrator shall only reach his decision by applying strict rules of law to the facts, (ii) the arbitration shall be conducted in the English language, (iii) the sole and exclusive jurisdiction and venue for the arbitration shall be in Houston, Texas, (iv) the Party in whose favor the arbitration award is rendered shall be entitled to recover costs and expenses of the arbitration including, but not limited to, attorneys’ fees and the cost and expense of administering the arbitration proceedings, as well as any costs and attorneys’ fees incurred in executing or enforcing the arbitration award; and (v) the arbitral award shall be issued in Houston, Texas, USA. Except as provided in the following sentences, no Party shall be entitled

03/15/2019

to commence or maintain any action in a court of law upon any matter in dispute until such matter has been submitted and determined as provided herein and then only for the enforcement of such arbitration award. Provided that, notwithstanding this dispute resolution policy, either Party may apply to a court of competent jurisdiction in Houston, Texas, to seek injunctive relief before or after the pendency of any arbitration proceeding. The institution of any action for injunctive relief shall not constitute a waiver of the right or obligation of any Party to submit any claim seeking relief, other than injunctive relief, to arbitration. Judgment upon the award may be entered by the United States District Court or Houston Superior Court located in the State of Texas, or application may be made to such court for the judicial acceptance of the award and order of enforcement, as the case may be if the arbitrator's award or decision is not complied with within seven (7) days of the issuance of the arbitrator's award or decision. Arbitration shall be the sole and exclusive procedure for resolution of disputes between the parties, including any disputes that might arise after termination of this agreement.

The Parties acknowledge and understand that they would have had a right to litigate disputes through the courts, but have agreed to resolve disputes through arbitration, including an agreement that no claim shall be adjudicated, in arbitration or in any judicial proceeding, as a class action, and that no arbitration conducted pursuant to the Agreement terms and/or Policies and Procedures shall allow class claims, or consolidation or joinder of claims or parties.

JUARA and you agree that any controversy excluded from the dispute resolution procedure and class action waiver provisions in this Agreement (other than an individual action filed in small claims court) shall be filed only in the state or federal courts in Houston, Texas, and each party hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts for any such controversy.

14. GENERAL

Claims for enforcement, breach or violation of duties or rights under this agreement shall be adjudicated under the laws of the State of Texas, without reference to conflict of laws principles. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Houston, Texas, U.S.A. in all disputes arising out of or relating to the use of the JUARA Services.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and JUARA as a result of this agreement or use of the JUARA Services.

JUARA reserves the right to disclose any personal information about you or your use of the JUARA Services, including its contents, without your prior permission, if JUARA has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of JUARA or its affiliated companies; (3) enforce the Terms; or (4) act to protect the interests of its Guides, Employees, Principals or others.

JUARA's performance under these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of JUARA's right to comply with governmental, court

03/15/2019

and law enforcement requests or requirements relating to your use of the JUARA websites or information provided to or gathered by JUARA with respect to such use.

If any provision of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, such limited portions of the provision that are unenforceable shall be fully severable from these Terms and the remaining terms shall remain in full force and effect and be construed as if such invalid or unenforceable provision never comprised a part hereof. Furthermore, in lieu of such invalid or unenforceable provision there shall be added in its place a provision as similar in its terms to the invalid or unenforceable provisions as may be possible and legal, valid and enforceable.

Unless otherwise specified herein, these Terms constitute the entire agreement between the user and JUARA with respect to the JUARA Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and JUARA with respect to the JUARA Services.

JUARA's Services are controlled and administered by the company in the United States. JUARA makes no representation or warranty that the materials contained with such services are appropriate or available for use in any jurisdiction outside of the United States. If you access JUARA's Services outside of the United States, you are responsible for compliance with any and all local laws, rules, regulation and ordinances.

JUARA reserves the right to suspend or terminate your interaction with any JUARA Services for any or not reason in its sole and absolute discretion.

A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

15. NOTICES.

All notices required or permitted to be given under these Terms must be in writing JUARA may provide you notice by sending you and email to the address on file with the company, which you agree electronically satisfies any legal requirement that such notice be in wiring. **YOU BEAR THE SOLE REPSONSIBLITY OF ENSURING THAT YOUR EMAIL ADDRESS ON FILE WITH JUARA IS ACCURATE AND CURRENT, AND NOTICE TO YOU SHALL BE DEEMED EFFECTIVE UPON THE SENDING BY JUARA OF AN EMAIL TO THAT ADDRESS.** You shall file any notice to JUARA by means of US mail, postage prepaid to JUARA as follows:

JUARA Life LLC
6711 Stella Link Rd #388
Houston, TX 77005

Such notice to JUARA shall be effective upon receipt of notice by JUARA.