



APP TERMS OF USE

Please read these Terms of Use (the “Agreement”) as they will create a legal binding agreement between FitSkin Inc. (“Company”, “we” or “us”), and you when you click or tap “OK” or “Agree” (or a similar term), or when you use the Services (defined below). This Agreement will govern your use of this mobile application, the Face Genius™ app (“App”), and the skin scanner device (the “Skin Scanner Device”), in connection with which you are accessing this Agreement (collectively, the “Services”).

We reserve the right to deny or terminate your subscription, for any reason or no reason, provided such denial is not in violation of applicable law.

YOU MUST BE, AND REPRESENT THAT YOU ARE, OLDER THAN THE AGE OF MAJORITY TO USE THE SERVICES, CONSENT TO THE COLLECTION AND USE OF PERSONAL DATA, AND MAKE PURCHASES, IN YOUR JURISDICTION.

You are using the Services only for yourself. REFERENCES TO “YOU” AND “YOUR” IN THIS AGREEMENT WILL REFER SOLELY TO YOU AND NO ONE ELSE.

1. **Changes.** We may change this Agreement from time to time by notifying you of such changes by any reasonable means and by making available a revised Agreement through the Services. Your clicking or tapping “OK” or “Agree” (or a similar term) in connection with this Agreement or your use of the Services following any changes will constitute your acceptance of such changes. To the extent permitted by applicable law, we may, at any time and without liability, modify or discontinue all or part of the Services; charge, modify or waive any fees required to use the Services where reasonably necessary; or offer opportunities to some or all users. We will seek to notify you by reasonable means of (i) any modifications that will have a material adverse effect on the use of the Services, taken as a whole; and (ii) any material increase in the fees charged by us to use the Services.
2. **Services.** You may use the App and Skin Scanner Device solely for yourself (“Personal Use”):
 - a. **Personal Use.** The App is intended to help your experience with the Skin Scanner Device. Using the Skin Scanner Device, a smartphone, Bluetooth, and the App will provide images of your skin type, tone and condition. Simply create an account on www.facegenius.com by paying your recurring subscription fee (“Subscription Fee”) pair the Skin Scanner Device with the App, and use the Skin Scanner Device to scan your skin. After scanning your skin, you will get your unique skin assessment results and personalized tips and product recommendations to help you achieve great looking skin, and we will send you initial Products. You will pay your Subscription Fee every 3 months until you terminate and we will send you Products following each such Subscription Fee payment, which may be new depending on the results of your use of the Services, when they ought to need replenishing (based on usage directions from the Product Suppliers). You may also receive exclusive email offers, notifications, and other information and services as are added to the App from time to time. You may purchase additional Products, beyond what is sent to you as part of your recurring Subscription Fee, on www.facegenius.com, or via links in the App.

3. **Skin Scanner Device Terms.** Subject to any terms you agreed to upon purchase of your Skin Scanner Device, the following terms shall apply:

- a. **Use Only.** Your subscription to the Services entitles you to a Skin Scanner Device, which the Company will send to you free of charge, subject to any fees, including delivery, customs, duties and taxes. You may keep the Skin Scanner Device even if you terminate your subscription.
- b. **Warranty.** Company warrants to you that the Skin Scanner Device will be free from defects in materials and workmanship for a period of ninety days from the date of delivery following the original purchase (the “Warranty Period”). If the Skin Scanner Device fails to conform to this Limited Warranty during the Warranty Period, Company will, at its sole discretion, either repair or replace any defective Skin Scanner Device or component, failing which you can terminate your subscription. Repair or replacement may be made with a new or refurbished product or components, at Company’s sole discretion. If the Skin Scanner Device or a component incorporated within it is no longer available, Company may, at Company’s sole discretion, replace the Skin Scanner Device with a similar product of similar function. This is your sole and exclusive remedy for breach of this Limited Warranty. Any Product that has either been repaired or replaced under this Limited Warranty will be covered by the terms of this Limited Warranty for the longer of (a) ninety (90) days from the date of delivery of the repaired Skin Scanner Device or replacement Skin Scanner Device, or (b) the remaining Warranty Period. This Limited Warranty does not cover damage caused by improper use, damage caused by you, breakdowns caused by networks or hardware not controlled by us, including your mobile phone (unless caused by the App). Company expects, and may ask, that you will contact customer service to discuss the problem prior to making a warranty claim.
- c. **Returns.** If you are unhappy with your Skin Scanner Device you may return it, provided your return of the Skin Scanner Device does not entitle you to a refund of any Subscription Fees paid.

4. **Product Terms.** You acknowledge and agree that:

- a. **Subscription Fee.** The Subscription Fee you pay to the Company is for the skincare advice, Products, and for the Company’s discretionary maintenance and upgrades of the software for the Service (including the App), and the ongoing performance of the Services to provide Product recommendations.
- b. **Product Accuracy.** The Services may recommend and/or make available listings, descriptions and images of goods or services or related coupons or discounts, as well as references and links to Products, for example for their purchase. Such information and the availability of any Product are subject to change at any time without notice and are provided for information purposes only – not as an endorsement of the Products. We attempt to describe the Products available on the App as accurately as possible, and depict the most up-to-date product packaging available. We do not warrant that Product descriptions are accurate, complete, reliable, current, or error-free, or that product packaging depicted on the site will match the actual product that you receive.
- c. **Recommendations.** The Services may recommend Products to you. You understand that the Product recommendations are only suggestions, based on Product Suppliers’ information and our users’ experience with the Services and available Products, and you are making and are responsible for all Product selections. You agree that the Company is not responsible to you, in any way, for any Products that may be recommended to you via the Services. You agree that

Company is not liable to you, in any way, related to any Products you may purchase and use via the Services, including for having recommended such Products. Any and all Product liability is solely between you and the Product Supplier.

- d. **Product Fulfillment and Liability.** The Company is simply a reseller/distributor of the Products. You acknowledge and understand that even if purchased through the App, the Products are from third party product suppliers (“Product Supplier”). While we will be responsible for processing orders, and fulfilling orders all Product liability concerns are between you and the relevant Product Supplier and Company has no responsibility or liability related thereto. With respect to fulfillment, you agree that:
- Order Acceptance and Shipment. Your placement of an order does not necessarily assure that we will accept your order. We may require additional information regarding your order if you have not provided all of the information required by us to complete it. Once a properly completed order is received and authorization of your form of payment is received, we will promptly locate the item(s) you have ordered to place them in line for shipment. If, for some reason, we determine that we cannot ship your item within thirty (30) days following our receipt of a properly completed order, we will cancel your order and advise you of such action. Any orders are solely for your use.
 - Risk of Loss. All items purchased from or through the App are delivered to shipment carriers. The risk of loss and title for such items pass to you upon our delivery to the carrier.
 - Return Policy. You may return items we send you as part of your subscription i) if they are damaged or otherwise not of satisfactory condition or ii) you are not satisfied with the performance of the Product, in both cases provided you return the items within period for which they were provided to you as part of your subscription. It is our goal to ensure your satisfaction with the Products, so we will make every reasonable effort to refund or replace any Products that you are not satisfied with.
- e. You acknowledge that the Company may be compensated by the Product Supplier for your purchase of the Products, via the Subscription Fee or otherwise.
- f. **Medical Advice.** The Services, including App contents, such as text, graphics, images, Skin Scanner Device, and information obtained from the Services, are not intended to be used or viewed as providing medical advice, or as a substitute for consultation with a healthcare provider. The information provided by the Services cannot be the basis for diagnosis of any medical condition or therapy. Individuals are advised to ALWAYS SEEK THE ADVICE OF YOUR DOCTOR OR OTHER QUALIFIED HEALTHCARE PROVIDER REGARDING ANY MEDICAL CONDITION AND BEFORE STARTING ANY NEW TREATMENT. THIS APP IS NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE FROM A QUALIFIED HEALTHCARE PROVIDER FAMILIAR WITH YOUR UNIQUE FACTS. Individuals are further advised to never disregard professional medical advice or delay in seeking it because of something they have read or learned from the Services.

Consult with your doctor or healthcare provider, before you use any of the Products, if you are pregnant or trying to conceive. And, in any event, follow all instructions provided with the

Products by the Product manufacturers. Company will provide you a refund if you choose not to continue as a member because you are pregnant or trying to conceive.

- Company may work with one or more reputable doctors or dermatologists, for example to improve the App and provide other product recommendations to you. THIS DOES NOT ALTER, IN ANY WAY, THE TERMS OF SECTION 4(f) WHERE THE COMPANY AND THE APP ARE NOT PROVIDING MEDICAL ADVICE AND YOU ACKNOWLEDGE THAT YOU SHOULD SEEK THE ADVICE OF YOUR DOCTOR AND/OR OTHER HEALTHCARE PROVIDER.

5. **Third Party Materials; Links.** The Services may make available access to third-party information, products, services and other materials, including Feedback (collectively, “Third Party Materials”), and including via links. We do not control or endorse, and are not responsible for, any Third-Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third-Party Materials at any time. Your use of Third Party Materials is at your own risk and is subject to any additional terms, conditions and policies applicable to such materials.

6. **Information Submitted Through the Services.**

- a. Your submission of information through the Services, and information collected during your use of the Services, is governed by our Privacy Policy, located at www.facegenius.com and/or included below. Such information may include personally identifiable information (“Personal Information”, such as selfies, names and email addresses) and other individual and non-personally identifiable information (“Other Information”, such as meta-data, demographic data and non-selfie skin images). **We will not sell or disclose your Personal Information, or your Other Information, to third parties.**
- b. In particular, Personal Information may be used by us and our agents for administration and fulfillment of the Services, and Other Information may be used by us and our agents for research and development purposes related to the Services, both of such uses at all times being in accordance with our Privacy Policy and these Terms and Conditions.
- c. You:
 - confirm that any information you provide is accurate and complete and that you will update it as needed. We will have no liability arising from your failure to provide accurate information;
 - have the rights to the photographs and images you submit and take through the App; and
 - may have the ability to share a link to the App and/or images taken through the App via various social media websites and tools, such as Facebook, Instagram, Twitter, and/or via email, depending on the App functionality. You are ultimately responsible for any images that you share via such means.

7. **Jurisdiction Issues.** The Services may not be appropriate or available for use in some jurisdictions. Any use of the Services is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the availability of the Services at any time, in whole or in part, to any person or geographic area that we choose.

8. Rules of Conduct. You must not:

- a. Use the Services for any commercial purpose not directly and fully part of the Services. Without limiting the generality of the foregoing, you will not:
 - Use, or allow the use of, the App with any other device, service, software, or technology.
 - Use, or allow the use of, the Skin Scanner Device with any other App, service, software, or technology.
 - Use, or allow the use of, the App or Skin Scanner Device, to sell products separate from the Service.
 - Incorporate any portion of the Services into any other product or service, without our express prior written consent.
- b. Post, transmit or otherwise make available through or in connection with the Services any materials that are or may be: (a) threatening, harassing, degrading, hateful, intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous or fraudulent; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- c. Remove any copyright, trademark or other proprietary rights notice from the Services or otherwise re-brand the Services, except as explicitly contemplated in an applicable B2B Agreement.
- d. Post, transmit or otherwise make available through or in connection with the Services any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a “Virus”).
- e. Use the Services for any purpose that is fraudulent or otherwise unlawful.
- f. Use the Products according to the Product Supplier’s guidelines and solely for yourself.
- g. Not re-subscribe under a new or the same account.
- h. Collect information about users of the Services, except pursuant to the terms related to Customer Use.
- i. Interfere with the operation of the Services or the servers or networks used to make the Services available, including by hacking or defacing any portion of the Services, or violate any requirement or policy of such servers or networks.
- j. Restrict or inhibit any other person from using the Services.
- k. Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Services except as expressly authorized under this Agreement, without our express prior written consent.
- l. Reverse engineer, decompile or disassemble any portion of the Services, except where such restriction is expressly prohibited by applicable law.
- m. Systematically download and store Services content.
- n. Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather Services content, or reproduce or

circumvent the navigational structure or presentation of the Services, without our express prior written consent. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the root directory of the Services, we grant to the operators of public search engines permission to use spiders to copy materials from the Services for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. We reserve the right to revoke such permission either generally or in specific cases, at any time and without notice.

- o. You are responsible for obtaining, maintaining and paying for all hardware, telecommunications and other services needed for you to use the Services.

9. Your Account and Password.

- a. You are solely responsible for maintaining the confidentiality of your password(s) and for restricting access to your mobile device, computer, and/or other means of accessing this App and for all activities that occur under your Account or password. We will not be liable for any loss that you may incur as a result of someone else using your Account or password, either with or without your knowledge. You agree to notify us immediately of any unauthorized use of your Account and/or password(s) and any other breach of security relating to the App. You agree that any information you provide to us will be current, accurate and complete and that you will keep such information up to date by notifying us of any changes.
- b. We reserve the right to terminate any account at any time in our sole discretion, including without limitation for any failure to comply with this Agreement, any fraud or abuse, or any misrepresentation that you or anyone using your account may make to us.

10. Monitoring Use of the Service. We may (but have no obligation to) analyze your access to or use of the Services, including your use of the Products via the App. We may disclose information regarding your access to and use of the Services, and the circumstances surrounding the transmission of submissions, , in each case in accordance with applicable law or a request by a court or law enforcement or other governmental authority, or otherwise in accordance with our Privacy Policy.

11. Company's Proprietary Rights. We and our suppliers own the Services, which are protected by proprietary rights and laws. Our trade names, trademarks and service marks include Fitskin, Face Genius, Hair Genius, SkinScanner, and any associated logos. All trade names, trademarks, service marks and logos (collectively, "Marks") on the Services not owned by us are the property of their respective owners. You may not use our Marks in connection with any product or service that is not ours or in any manner that is likely to cause confusion. Nothing contained on the Services should be construed as granting any right to use any Marks without the express prior written consent of the owner.

12. DISCLAIMER OF WARRANTIES.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICES ARE MADE AVAILABLE TO YOU ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY.

WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICES TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND SUBJECT TO ANY APPLICABLE TERMS AND CONDITIONS OR POLICIES APPLICABLE TO THE USE OF THIRD PARTY MATERIALS AS SET OUT IN SECTION 5, THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU ON AN “AS IS,” “WHERE IS” AND “WHERE AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THIRD PARTY MATERIALS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL BE SECURE, THAT ANY USER NAME, PASSWORD OR OTHER SECURITY MEASURE THAT YOU MAY USE OR ALLOW OTHERS TO USE IN CONNECTION WITH THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS TO YOUR SERVICES ACCOUNT OR RELATED INFORMATION, OR THAT YOUR SERVICES ACCOUNT OR RELATED INFORMATION WILL NOT BE ACCESSED OR MISUSED BY ANY THIRD PARTY.

ALL DISCLAIMERS OF ANY KIND IN THIS AGREEMENT (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “COMPANY PARTIES”).

While we take reasonable steps to try to maintain the timeliness, integrity and security of the Services, we cannot guarantee that they are or will remain updated, complete, correct or secure, or that access to them will be uninterrupted. The Services may include inaccuracies, errors and materials that conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Services. If you become aware of any such alteration, contact Company’s Customer Service at the times noted in this Agreement.

13. LIMITATION OF LIABILITY.

NOTHING IN THIS AGREEMENT RESTRICTS, EXCLUDES OR MODIFIES OR PURPORTS TO RESTRICT, EXCLUDE OR MODIFY ANY MANDATORY STATUTORY CONSUMER RIGHTS UNDER APPLICABLE LAW. IN RESPECT OF ANY CONDITIONS, WARRANTIES OR GUARANTEES THAT CANNOT BE EXCLUDED UNDER APPLICABLE STATUTES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR LIABILITY IS LIMITED (AT OUR

OPTION) TO THE RESUPPLY OR REFUND OF THE COST OF THE RELEVANT PORTION OF THE SERVICES.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, OR LOSSES THAT WERE NOT FORESEEABLE TO YOU OR US AT THE TIME YOU AGREED TO THIS AGREEMENT, IN EACH CASE ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, AND UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY (COLLECTIVELY, "INDIRECT LOSSES"). LOSS OR DAMAGE IS FORESEEABLE IF EITHER IT IS OBVIOUS THAT IT WILL HAPPEN OR IF, AT THE TIME THE CONTRACT WAS MADE, BOTH YOU AND WE KNEW IT MIGHT HAPPEN.

THE COMPANY PARTIES DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS, FOR GROSS NEGLIGENCE OR WILLFUL BEHAVIOR, OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

OUR MAXIMUM AGGREGATE LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO US TO USE THE SERVICES; AND (B) TEN UNITED STATES DOLLARS (\$10).

ALL LIMITATIONS OF LIABILITY OF ANY KIND IN THIS AGREEMENT (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND THE COMPANY PARTIES.

IN RESPECT OF ANY CONDITIONS, WARRANTIES OR GUARANTEES THAT CANNOT BE EXCLUDED UNDER STATUTE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, OUR LIABILITY IS LIMITED (AT OUR OPTION) TO THE RESUPPLY OR REFUND OF THE COST OF RELEVANT SERVICES.

14. **Third Party Claims.** If we are sued by a third party as a result of your breach of this Agreement or your infringement of any third-party right, then, to the fullest extent permitted by applicable law, you will be responsible for all liabilities, damages, judgments, awards, losses, costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company Parties.
15. **Termination.** You may stop using the Services, and thereby terminate this Agreement, at any time. We may terminate or suspend your use of the Services if you do not comply with this Agreement. Where reasonable under the circumstances, we will provide you with at least twenty-four (24) hours' prior notice of termination or suspension, provided that if we reasonably believe that you have materially

breached this Agreement, we may immediately terminate or suspend you. Upon any termination or suspension, your right to use the Services will immediately cease, and we may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without obligation to provide further access to such materials. The Preamble and Sections 1, 2, 3a, 4f, 6-15 and 19 shall survive any expiration or termination of this Agreement.

- 16. Information, Feedback, or Complaints.** If you have a question or complaint, or any Feedback regarding the Services, please contact Company's Customer Service at support@facegenius.com. Such complaints may include any alleged infringement of intellectual property, misuse of data, or product quality concerns. We take such questions and complaints seriously, in the context of wanting to provide users valuable data, product information, and help towards healthy skin. "Feedback" means any ideas, proposals or suggestions about the Service, which you agree is not confidential and that your provision of it is gratuitous, assigns us right, title and interest in the Feedback, is unsolicited and without restriction and imposes no obligations on us.
- 17. Export Controls.** The Services may be subject to export controls restrictions. We will not knowingly make the Services available to you if you are, and you confirm that you are not, (a) located in, or a resident or a national of, any country subject to a U.S. or Canadian government embargo or trade sanction; or (b) on any government lists of restricted end users.
- 18. Other Important Terms.**
- a. This Agreement is governed by and shall be construed in accordance with the laws of Ontario, Canada, without regard to its principles of conflicts of law, and regardless of your location. All disputes between you and us arising out of or related to the Services or this Agreement, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory and including non-contractual disputes or claims, will be subject to the exclusive jurisdiction of the federal and provincial courts located in Toronto, Ontario, and you waive any jurisdictional, venue or inconvenient forum objections to such courts.
 - b. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.
 - c. This Agreement is between you and us. Except if explicitly set forth herein no other person shall have any rights to enforce any of the terms of this Agreement.
 - d. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us.
 - e. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction.
 - f. Notices to you (including notices of changes to this Agreement) may be made via posting to the Services or by e-mail (including in each case via links), or by regular mail.
 - g. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default.
 - h. Neither party will be responsible for any failure to fulfill any obligation due to any cause beyond its control.
 - i. This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and us relating to the subject matter of this Agreement, and, in the absence of fraud,

supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter.

- j. Without limitation, a printed version of this Agreement 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.

© FitSkin Inc. 2019, all rights are reserved.

Privacy Policy

Fitskin cares about your privacy and wants you to be familiar with how we collect, use, and disclose information. This Privacy Policy describes our practices in connection with information that we or our service providers collect through the website or application (hereinafter the “Service”) operated and controlled by us from which you are accessing this Privacy Policy. By providing personal information to us or by using the Service, you acknowledge that you have read and understand this Privacy Policy.

UNDERAGE USE

INFORMATION COLLECTION

SENSITIVE INFORMATION

AUTOMATIC INFORMATION COLLECTION AND USE

HOW WE USE AND DISCLOSE INFORMATION

CHOICES AND ACCESS

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SECURITY

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UNDERAGE USE

The Service is not directed to individuals under the age of 13, and we request that these individuals not provide personal information through the Service. If your child has submitted Personal Information and you would like to request that such Personal Information be removed, please contact us as explained below under Contacting Us.

INFORMATION COLLECTION

We may ask you to submit personal information in order for you to benefit from certain features (such as newsletter subscriptions, tips/pointers, or order processing) or to participate in a particular activity (such as sweepstakes or other promotions). You will be informed what information is required and what information is optional.

We may combine the information you submit with other information we have collected from you, whether on or offline, including, for example, your purchase history. We may also combine it with information we receive about you from other sources, such as other affiliates, publicly available information sources

(including information from your publicly available social media profiles), and other third-party information providers.

If you submit any personal information relating to another individual to us, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Policy.

SENSITIVE INFORMATION

Unless we specifically request or invite it, we ask that you not send us, and you not disclose, any sensitive personal information (e.g., Social Security numbers, information related to racial or ethnic origin, political opinions, religion or philosophical beliefs, health, sex life or sexual orientation, criminal background, or trade union membership, or biometric or genetic data for the purpose of uniquely identifying an individual) on or through the Service or otherwise to us.

AUTOMATIC INFORMATION COLLECTION AND USE

We and our service providers may automatically collect and use information in the following ways as you navigate around the Service:

Through your browser: Certain information is collected by most browsers, such as your Media Access Control (MAC) address, computer type (Windows or Mac), screen resolution, operating system name and version, and Internet browser type and version. We may collect similar information, such as your device type and identifier, if you access the Service through a mobile device. We use this information to ensure that the Service functions properly.

Using cookies: Cookies are pieces of information stored directly on the computer you are using. Cookies allow us to collect information such as browser type, time spent on the Service, pages visited, and language preferences. We and our service providers use the information for security purposes, to facilitate navigation, display information more effectively, and to personalize your experience while using the Service. We also use cookies to recognize your computer or device, which makes your use of the Service easier, such as to remember what is in your shopping cart. In addition, we use cookies to gather statistical information about Service usage in order to continually improve its design and functionality, understand how individuals use it, and to assist us with resolving questions regarding it.

You can refuse to accept these cookies by following your browser's instructions; however, if you do not accept them, you may experience some inconvenience in your use of the Service. To learn more about cookies, please visit <http://www.allaboutcookies.org>.

Using flash cookies: Our use of Adobe Flash technology (including Flash Local Stored Objects ("Flash LSOs")) allows us to, among other things, serve you with more tailored information, facilitate your ongoing access to and use of the Service, and collect and store information about your use of the Service. If you do not want Flash LSOs stored on your computer, you can adjust the settings of your Flash player to block Flash LSO storage using the tools contained in the Website Storage Settings Panel. You can also control Flash LSOs by going to the Global Storage Settings Panel and following the instructions. Please note that setting the Flash Player to restrict or limit acceptance of Flash LSOs may reduce or impede the functionality of some Flash applications.

Using pixel tags, web beacons, clear GIFs, or other similar technologies: These may be used in connection with some Service pages and HTML formatted email messages to, among other things, track the actions of users and email recipients, and compile statistics about Service usage.

IP Address: Your IP address is a number that is automatically assigned to your computer by your Internet Service Provider. An IP address is identified and logged automatically in our server log files whenever a user visits the Service, along with the time of the visit and the pages visited. Collecting IP addresses is standard practice and is done automatically by many online services. We use IP addresses for purposes such as calculating Service usage levels, diagnosing server problems, and administering the Service. We may also derive your approximate location from your IP address.

Device Information: We may collect information about your mobile device, such as a unique device identifier, to understand how you use the Service.

HOW WE USE AND DISCLOSE INFORMATION

We use and disclose information you provide to us as described to you at the point of collection. Please see the section entitled “Choices and Access,” below, to learn how you may opt out of certain of our uses and disclosures.

Where required by applicable law, we will obtain your consent to our use of your personal information at the point of information collection. We may also use information from or about you as necessary to perform a contract, to comply with a legal obligation (for example, due to our pharmacovigilance obligations), or for our legitimate business interests. We may also rely on other legal bases, specifically for:

Providing the functionality of the Service and fulfilling your requests.

- to provide the functionality of the Service to you and providing you with related customer service;

- to respond to your inquiries and fulfill your requests, such as to send you documents you request or email alerts;

- to send you important information regarding our relationship with you or regarding the Service, changes to our terms, conditions, and policies and/or other administrative information.

- We will engage in these activities to manage our contractual relationship with you and/or to comply with a legal obligation.

Accomplishing our business purposes;

- for data analysis, for example, to improve the efficiency of the Service;

- for audits, to verify that our internal processes function as intended and are compliant with legal, regulatory, or contractual requirements;

- for fraud and security monitoring purposes, for example, to detect and prevent cyberattacks or attempts to commit identity theft;

for developing new products and services;

for enhancing, improving or modifying our website or products and services;

for identifying Service usage trends, for example, understanding which parts of our Service are of most interest to users; and

for determining the effectiveness of our promotional campaigns, so that we can adapt our campaigns to the needs and interests of our users.

We will engage in these activities to manage our contractual relationship with you, to comply with a legal obligation, and/or because we have a legitimate interest.

Analysis of Personal Information to provide personalized services.

to better understand you, so that we can personalize our interactions with you and provide you with information and/or offers tailored to your interests;

to better understand your preferences so that we can deliver content via the Service that we believe will be relevant and interesting to you.

We will provide personalized services either with your consent or because we have a legitimate interest.

We may also disclose information collected through the Service:

to our third party service providers who provide services such as website hosting and moderating, mobile application hosting, data analysis, payment processing, order fulfillment, infrastructure provision, IT services, customer service, email and direct mail delivery services, auditing, and other services, in order to enable them to provide services; and

as permitted by applicable law, to a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of our business, assets, or stock (including in connection with any bankruptcy or similar proceedings).

In addition, we may use and disclose your information as we believe to be necessary or appropriate: (a) to comply with legal process or applicable law, which may include laws outside your country of residence; (b) as permitted by applicable law to respond to requests from public and government authorities, which may include authorities outside your country of residence; (c) to enforce our terms and conditions; and (d) to protect our rights, privacy, safety, or property, and/or that of our affiliates, you, or others. We may also use and disclose your information in other ways, after obtaining your consent to do so.

We may use and disclose information we collect automatically as described above, under “Automatic Information Collection and Use.”

In addition, where allowed by applicable law, we may use and disclose information that is not in personally identifiable form for any purpose. If we combine information that is not in personally identifiable form with information that is identifiable (such as combining your name with your geographical location), we will treat the combined information as personal information as long as it is combined.

ACCESS

How you can access, change, or delete your personal information

If you would like to review, correct, update, restrict, or delete your personal information, or if you would like to request to receive an electronic copy of your personal information for purposes of transmitting it to another company (to the extent these rights are provided to you by applicable law), please contact us as described in the CONTACTING US section. We will respond to your request as soon as reasonably practicable and no later than one month after receipt. If circumstances cause any delay in our response, you will be promptly notified and provided a date for our response. If available, you may also visit the Service to update your online profile.

CROSS-BORDER TRANSFER

Your personal information may be stored and processed in any country where we have facilities or service providers, and by using our Service or by providing consent to us (where required by law), your information may be transferred to countries outside of your country of residence, including to the United States, which may provide for different data protection rules than in your country. Appropriate contractual and other measures are in place to protect personal information when it is transferred to our affiliates or third parties in other countries.

SECURITY

We seek to use reasonable organizational, technical, and administrative measures designed to protect personal information under our control. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of any account you have with us has been compromised), please immediately notify us in accordance with the “Contacting Us” section below.

RETENTION PERIOD

We will retain your personal information for as long as needed or permitted in light of the purpose(s) for which it was obtained. The criteria used to determine our retention periods include: (i) the length of time we have an ongoing relationship with you and provide the Service to you; (ii) whether there is a legal obligation to which we are subject; and (iii) whether retention is advisable in light of our legal position (such as in regard to applicable statutes of limitations, litigation, or regulatory investigations).

THIRD PARTY SITES AND SERVICES

This Privacy Policy does not address, and we are not responsible for, the privacy, information, or other practices of any third parties, including any third party operating any site or online service (including, without limitation, any application) that is available through this Service or to which this Service contains a link. The availability of, or inclusion of a link to, any such site or property on the Service does not imply endorsement of it by us or by our affiliates.

CONTACTING US

Fitskin Inc., with an address of 6 St Johns Lane, New York, NY 10013, USA, is the company responsible for collection, use, and disclosure of personal information under this Privacy Policy.

If you have any questions about this Privacy Policy, please contact us via one of these methods:
contact@facegenius.com

On the Site, via the CONTACT US section, if available or please write to the address above.

UPDATES TO THIS PRIVACY POLICY

We may change this Privacy Policy. Any changes to this Privacy Policy will become effective when we post the revised Privacy Policy on the Service. Your use of the Service following these changes means that you accept the revised Privacy Policy. We recommend that you regularly review the Privacy Policy when you use the Service. This policy was last updated on August 1, 2020.