

ORIGAMI OWL FAMILY OF BRANDS

Willing Beauty Co.

Crush Insider Club Terms & Conditions

WBC Group, LLC

This is a contract. Please read it carefully. These Terms & Conditions may be updated from time to time. We encourage you to check back periodically for updates.

Last Updated: January 15, 2017

1. Membership and Eligibility

The Crush Club (“Club”) is a customer loyalty rewards club offered by WBC Group, LLC d/b/a Willing Beauty Co. (“WBC”) to customers in the United States. Membership in the Club is limited to individuals and each individual may have only one Crush Insider account. You must be 13 years or older and a legal resident of the United States to be eligible to participate in the Club. Eligible minors between the ages of 13 and 18 must obtain a parent’s or legal guardian’s permission prior to enrolling in the Club. Any eligible minor who completes the online enrollment process affirmatively represents that she or he has obtained the necessary permission to participate and BY SUBMITTING AN APPLICATION, AN ELIGIBLE MINOR REPRESENTS AND AGREES THAT SHE OR HE AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS AND THAT HER OR HIS PARENT OR LEGAL GUARDIAN AGREES TO BE RESPONSIBLE FOR ANY PURCHASES MADE BY THE MINOR. Any minor under the age of 13 who attempts to enroll will automatically be cancelled from the Club and any purchases made by such minor shall be deemed void.

By enrolling in the Club, you acknowledge and agree that you have read and understand these Terms & Conditions and that they form a legally binding contract between you and WBC (also referenced as the “Agreement”). If you do not agree to these Terms & Conditions, you must immediately cease participation in the Club and cancel your account (as described below).

Membership is non-transferrable.

2. Earning and Redeeming Golden Heart Rewards

Every eligible customer who purchases products from the WBC website will be offered an opportunity to enroll in the Club. If you successfully enroll in the Club you will be designated a Crush Insider and will be provided access to a personal page that tracks your account information (“Willing Beauty Central”). As a Crush Insider you may earn Golden Heart Rewards (“Rewards”) when you purchase products from WBC or through other activities as may be allowed by WBC from time to time. Rewards are non-transferable, have no actual cash value and may not be redeemed for cash at any time.

You may earn 10 Rewards for every \$1 of Willing Beauty products purchased (excludes discounts, sales tax and shipping, and rounded down to the nearest whole dollar for calculation of Rewards). The rules establishing when Rewards are earned and available for redemption will be set forth in more detail in your Willing Beauty Central and may be changed from time to time by WBC in its sole and absolute discretion. It is your responsibility to review the rules, periodically check for updates, and ask for clarification if needed.

Rewards may be redeemed for free or discounted product, free or discounted shipping or other rewards (collectively, “Rewards”) as established by WBC in its sole and absolute discretion. Redemption levels or available Rewards may be changed from time to time. Rewards are available for redemption as directed by WBC and will always be subject to product or service availability while supplies last. Substitutions may apply. Some Rewards may only be available on a first-come, first-served basis. Quantities of some Rewards may be extremely limited.

Redemption of Rewards must be made by the Crush Insider and may not be made by any third party on your behalf.

With successful enrollment as a Crush Insider, you will also be given access to a personal web page (“PWP”) where you may shop and refer others to shop for WBC products. Your use of the PWP will be governed by this Agreement, the WBC Privacy Policy (as located in the Legal Notices section linked from the homepage of the WBC website) and any other

acceptable use policy set forth by WBC, and you agree to abide by these policies at all times.

Once enrolled, you must earn at least ten (10) Rewards in each rolling 12-month period beginning from the original date of enrollment in order to remain active as a Crush Insider. If you fail to earn at least ten (10) Rewards in any 12-month period, your account will automatically be cancelled and your status will be downgraded to a standard retail customer account. Any Rewards previously earned will be forfeited and will no longer be available for redemption due to the cancellation of your Crush Insider account. Subject to cancellation of your Crush Insider account, your upgrade to a Beauty Advisor account, or the termination of this Club in its entirety, Rewards otherwise do not expire.

The Club is a customer rewards loyalty club and is not part of the WBC Career Plan for Beauty Advisors. Orders placed using Rewards are not commissionable and do not qualify a Crush Insider for any other form of compensation or participation in the WBC Career Plan. If you are interested in becoming a Beauty Advisor, please refer to the Beauty Advisor enrollment procedure and related enrollment agreement and Policies and Procedures as set forth on the WBC website.

3. Product Replenishment Subscriptions

WBC may offer some products on an automatic replenishment schedule (“Replenishment Subscription”). If you elect to participate in a Replenishment Subscription, you authorize WBC to submit related periodic charges (e.g. monthly or as otherwise offered in a Replenishment Subscription) to your chosen payment method without further authorization from you unless or until you provide advance notice that you wish to terminate such authorization or to change your chosen method of payment. You agree that such notice will not affect the validity of charges submitted before WBC reasonably could act in response to your request to terminate such authorization or to change your chosen method of payment.

When you elect to participate in a Replenishment Subscription, you acknowledge and agree that your subscription has an initial and recurring payment charge at then-current subscription rates (which may be subject to change from time to time) and you agree to be responsible for all recurring charges prior to cancellation, including any charges processed by WBC after the expiration date of a payment card.

When you elect to participate in a Replenishment Subscription your subscription will automatically be renewed for successive periods and your payment method will automatically be charged for such successive periods at then-current subscription rates until you cancel your Replenishment Subscription renewal.

Some Replenishment Subscriptions may be offered at a lower rate or other promotional rate when a prepayment option is selected. If you elect to participate in a Replenishment Subscription that includes such a prepayment option, you agree that none of the prepayment is refundable after you have elected to participate, even if you later ask to cancel your pre-paid Replenishment Subscription, as you have already received the benefit of the prepayment option.

To cancel your Replenishment Subscription at any time, please review the procedures outlined on your Willing Beauty Central or contact our Care Team at the number listed on your Willing Beauty Central for assistance.

4. Advertising and Promotions

a. General Guidelines

WBC provides you with tools to help earn Rewards and share the products you love. To protect WBC’s brand (and the image of all Crush Insiders and Beauty Advisors), and to promote both the products the opportunity WBC offers, the following policies have been developed to govern participation in the Club.

- i. All Crush Insiders shall safeguard and promote the reputation of WBC and its products, the marketing and promotion of WBC and the Crush Insider and Beauty Advisor opportunity.
- ii. Advertising or promotion of WBC products must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.
- iii. Crush Insiders are prohibited from purchasing “online ads,” that result in direct search competition or conflict with WBC’s own marketing activities. Examples of online ad types and formats that compete with WBC include: pay per click ads (i.e. Google, Bing/Yahoo and Microsoft adCenter); and general banner display ads (i.e. news-based websites, blogs and specialized web communities). If you wish to advertise on social networking sites (such as Facebook) and remain within WBC guidelines, you must

use the approved artwork provided by WBC. This artwork can be found through your Willing Beauty Central.

- iv. WBC has carefully designed its products, product labels, and promotional materials to ensure they are promoted in a fair and truthful manner, that they are substantiated and that the materials comply with the legal requirements of federal and state laws. Crush Insiders are not allowed to make reproductions or photocopies of original material.
- v. Crush Insiders may repost original WBC images only, and must give an appropriate copyright credit when so doing, as applicable, as follows: © 2017 WBC Group, LLC. All rights reserved.
- vi. WBC has expended great efforts in designing and developing training materials that educate and enhance the Crush Insider's ability to participate in the Club, earn Rewards and help refer other individuals to the Club. You may not modify any company collateral or marketing materials of any kind, (photographs, press releases, invitations, newsletters, email blasts, etc.) at any time.

b. Cross-Promotion Prohibited

A Crush Insider's social media pages related to Willing Beauty products (e.g., Facebook, Twitter, Pinterest, Instagram, Snapchat) should be separate from their personal social media pages or profile. If a Crush Insider refers individuals to purchase products from WBC or become Beauty Advisors on any personal social media page, such page will then be considered a marketing tool for the Club and will be subject to the terms of this Agreement.

If you are selling or promoting products for another direct sales company, you must keep the social media pages for the other direct sales company completely separate from WBC-branded social media pages or profiles.

Promoting another direct sales business (personally or for a family member, other household member or friend) on a social media page or profile that is part of your Crush Insider account or that has been used as a platform for marketing your Crush Insider role is considered cross-promoting and is prohibited. Some guidelines to avoid cross-promotion or cross-recruiting:

- Do not include in the "About" section of your Facebook page that you are a consultant with another direct selling company if you have WBC contacts (customers, other Crush Insiders or Beauty Advisors) included as "Friends" on the same page or in the same group.
- You may not create a secret Facebook group for another direct selling business and invite WBC customers, Crush Insiders or Beauty Advisors to join this group.
- You may not announce to fellow Crush Insiders or Beauty Advisors via email, social media, in person, text or other communication method that you have joined another direct selling business.

While WBC understands that you may not intend to distract fellow Crush Insiders or Beauty Advisors from their own activities or business, promoting another brand or another direct selling opportunity in places where fellow Crush Insiders or Beauty Advisors can see the promotion does just that (e.g., on your account-related Facebook page, in direct messages sent through Facebook or email, or on Twitter or other social media channels). These cross-promotions take the focus away from your fellow Crush Insiders and Beauty Advisors and in turn could harm productivity and make them less productive team members for those who are exclusively focused on building their businesses within the Origami Owl Family of Brands.

c. Independently Created Advertising Material

If a certain form of media or marketing tool does not exist in your Willing Beauty Central is needed, please notify the Marketing department. The Marketing department will review the Independent Business Owner's suggestion and decide whether it is something the Company will create for use by all Independent Business Owners.

d. Marketing Materials

If Crush Insiders choose to create their own print ads or flyers, they must include either the corporate website address www.willingbeauty.com or their official PWP address. The ad or flyer must use only those images provided through your PWP and you must represent yourself as a Crush Insider so there is no confusion between your ad and WBC's official marketing materials.

e. Unsolicited Email

WBC does not permit Crush Insiders to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any email sent by you that promotes the WBC opportunity or WBC products and services must comply with the following:

- There must be a functioning return email address to the sender;
- There must be a notice in the email that advises the recipient that she or he may reply to the email via the functioning return email address, to request that future email solicitations or correspondence not be sent to her or him (a functioning “opt-out” notice);
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation;
- The use of deceptive subject lines and/or false header information is prohibited; and
- All opt-out requests, whether received by email or regular mail, must be honored, and if you receive an opt-out request from a recipient of an email, you must forward the opt-out request to the Care Team to ensure the email address is removed from any future marketing lists.

f. Telemarketing

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have “do not call” regulations as part of their telemarketing laws. Although WBC does not consider Crush Insiders to be “telemarketers” in the traditional sense of the word, these government regulations broadly define the term “telemarketer” and “telemarketing” so the inadvertent action of calling someone whose telephone number is listed on the federal “do not call” registry could cause you to violate the law. Moreover, these regulations must not be taken lightly as they carry significant penalties.

Therefore, you must not engage in telemarketing in the referral of other individuals to purchase products from WBC or become Beauty Advisors. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a WBC product or service or to recruit them for the Origami Owl Family of Brands opportunity.

“Cold calls” made to prospective customers or Beauty Advisors that promote either the WBC’s products or services or the Origami Owl Family of Brands opportunity constitute telemarketing and are prohibited. However, you may call prospective customers or Beauty Advisors or guests who have indicated their interest in the opportunity.

g. Giveaways, Incentives and Enticement

WBC encourages Crush Insiders to earn Rewards and offer personal promotions, giveaways or specials. The offering of giveaways, contests and/or prizes by Crush Insiders is permitted with the following restrictions:

- Personal promotions, giveaways or specials may not be advertised on any public forum.
- Crush Insiders must use WBC’s pre-approved images, which can be found through your PWP.
- Crush Insiders must not offer any personal promotions, giveaways or specials that require an opt-in option or purchase-to-play as this is considered enticement. Example: Customer must place an order of \$50.00 or more to receive this promotional offer. This is prohibited.
- Crush Insiders must not offer any personal promotions, giveaways or specials to entice individuals to purchase products from WBC or become Beauty Advisors. The use of enticement is strictly prohibited.

h. Online Guidelines

- i. Hotlinks. When directing viewers to a PWP it must be evident from a combination of the link and the surrounding context, to a reasonable reader, that the link will bring the viewer to the site of a Crush Insider. Attempts to mislead web traffic into believing they are going to WBC’s corporate sites, when in fact they land at a Crush Insider’s PWP, will not be allowed. The determination as to what is misleading or what constitutes a reasonable reader will be at WBC’s sole discretion.
- ii. Online Classifieds. The use of classifieds (including Craigslist, or affiliated boutique sites (e.g. Zulily and the like) for prospecting, sponsoring and informing the public about the WBC opportunity, provided WBC–approved templates or images are used, is allowed. You must also identify yourself as a Crush Insider with WBC. If a link or URL is provided, it must link to your PWP.

- iii. Digital Media Submissions (YouTube, iTunes, Video, etc.). You are permitted to promote the WBC opportunity by creating videos or other forms of digital media. All videos must be submitted for approval to the Marketing Department prior to posting. Crush Insiders are not permitted to sell training or other business videos related to WBC's business for profit.

i. Crush Insider Websites

- i. Approved Personal Websites. You may create your own website, as long as the website and its content is truthful, not deceptive and does not mislead customers or potential Crush Insiders or Beauty Advisors in any way. To avoid confusion, the following elements must be prominently displayed at the top of every page of your Approved Personal Website: your name and logo (if desired), and a statement indicating that you are a Crush Insider. Although WBC's brand themes and images are desirable for consistency, anyone landing on any page of a Crush Insider's Approved Personal Website must clearly understand that she/he is visiting a Crush Insider's website, and not visiting one of WBC's corporate websites.
- ii. Websites and web promotion activities and tactics must comply with the DSA Code of Ethics at all times. Websites that mislead or are deceptive, regardless of intent, will result in disciplinary action and may result in cancellation of your Crush Insider account. Misleading tactics include, but are not limited to, spam linking (or blog spam), unethical search engine optimization ("SEO") tactics, misleading click-through ads (e.g., having the display URL ad appear to be directed to an official Company corporate site when, in fact, it goes elsewhere), Pay-Per-Click ("PPC") or Cost-Per-Click ("CPC") ads, unapproved banner ads and unauthorized press releases are prohibited. The Company will determine in its sole discretion whether specific activities are misleading or deceptive.
- iii. Approved Personal Website Content. You are solely responsible and liable for your own Approved Personal Website content, messages, claims and information. You must ensure accurate representation of WBC's brand and compliance with the DSA Code of Ethics. Approved Personal Websites must not contain disingenuous pop-up ads, promotions, malicious code or cookies. Decisions and corrective actions regarding these matters are at WBC's sole discretion. Approved Personal Websites must exclusively promote a single brand (whether within the Origami Owl Family of Brands or with respect to third party brands). Your Approved Personal Website must contain content and information that is exclusive to one brand. You may not advertise other products or services other than WBC's product line and a single opportunity you represent.
- iv. Approved Personal Website Termination. In the event of the voluntary or involuntary termination of your Crush Insider account, you must remove your Approved Personal Website from public view within three (3) days and redirect all traffic from your existing domain to the approved corporate website.
- v. Gaining Profit from Approved Personal Websites. You may not gain profit from your PWP or your Approved Personal Website through affiliate programs, Google AdSense, banner ads or similar programs. You may not create new URLs or domain names that automatically redirect to your PWP. For example, you may not create the domain name www.WillingBeautyBrandAdvocate.com that automatically sends visitors to its PWP.

j. Social Media

You may use social media to share information about WBC on social media sites such as Facebook, Twitter, Pinterest, Instagram, Periscope and Snapchat. Crush Insiders must not post on any of WBC's corporate social media pages with any of the following (*this is a representative list - exclusions are not limited to these items*): recruiting opportunities or solicitations for business; a sign-up form for new Beauty Advisors; confidential information; or negative or disparaging comments.

- i. Social Media Outlets. The following are examples of acceptable forms of creating usernames, titles, groups, events within WBC's brands.
 - o Twitter Handle and URL (limited to fifteen (15) characters)
 - www.twitter.com/FullName12345 (No Willing Beauty trademarks may be used)
 - www.twitter.com/FullName12345 ('Willing' may not be used alone with name)

- Pinterest Username and URL (limited to fifteen (15) characters)
 - www.pinterest.com/FullName12345 (No Willing Beauty trademarks may be used)
 - www.pinterest.com/FullName12345 ('Willing' may not be used alone with name)
 - Instagram Username and URL (limited to thirty (30) characters)
 - www.instagram.com/FullName12345/BeautyAdvisor (No Willing Beauty trademarks may be used)
 - [Full Name12345/BeautyAdvisor](http://www.instagram.com/FullName12345/BeautyAdvisor) ('Willing' may not be used alone with name)
 - Snapchat Username (limited to fifteen (15) characters)
 - [Full Name12345](#) (No Willing Beauty trademarks may be used)
 - [Full Name/Beauty Advisor12345](#) ('Willing' may not be used alone with name)
 - Facebook Groups
 - Groups can only be used for customers
 - Groups must be set to 'Secret'
 - Facebook Events
 - Events can be utilized to promote a promotion i.e., reminders, details about event, etc.
 - All events must be set to 'Private'
- ii. General Policies for Online Interactions. When using social media networks to promote the WBC opportunity with friends, family, customers, leads and other potential business connections, the following guidelines must be adhered to when referencing WBC, WBC's products and the business opportunity with the Origami Owl Family of Brands. A profile that you generate in any social community where WBC or WBC's products or brands are discussed or mentioned must clearly identify you as a Crush Insider. When you participate in those communities, you must avoid participating in any form of inappropriate conversations, comments, images, video or audio. The determination of what is inappropriate is at WBC's sole discretion, and offending Crush Insiders will be subject to disciplinary action up to and including Club cancellation. You may not use blog spam, spamdexing (also known as search engine spam or poisoning, Black-Hat SEO, search or web spam) or any other mass-replicated methods to leave comments. Comments created and left by a Crush Insider must be useful, unique, relevant and specific to the online content. You are permitted and encouraged to do the following while using social media sites:
- Share imagery through social media sites (such as Facebook, Twitter, Pinterest, Instagram).
 - Share posts from WBC's corporate Facebook page to a personal Facebook page.
 - Tweet (via Twitter) at the corporate Twitter or retweet tweets from the corporate account.
 - While Crush Insiders are not permitted to leave comments on any corporate social media posts in order to solicit customers, they are permitted to share WBC's corporate posts to their business page and add their website link into the description of that post.
 - Share news about new and/or best-selling products based on personal experiences.
 - Post WBC newsletters and/or other newsworthy items such as press clippings or celebrity images, provided they comply with WBC's guidelines.
 - Post current promotions, incentives and other WBC-created programs.
 - Post or pin images created by WBC given the proper credit (however, Crush Insiders are not permitted to alter any of these WBC-provided images).
- iii. Pinterest. Pinterest is designed to help share things you love and is a tool that should be used for inspiration. WBC encourages you to re-pin images found on WBC's official Pinterest pages. You are not permitted to alter images. You are not permitted to advertise discounts, specials, sales, incentives,

enticement on Pinterest.

- iv. **Crush Insiders Are Responsible for Postings.** Crush Insiders are personally responsible for their postings and all other online activity that relates to WBC or its products. If you post to any such site that relates to WBC or which may be traced to WBC, you are responsible for the posting. Crush Insiders are also responsible for postings which occur on any blog or social media site that the Crush Insider owns, operates or controls. Postings that are false, misleading or deceptive are prohibited. This includes but is not limited to false or deceptive postings relating to the WBC business opportunity, WBC's products, services and/or a Crush Insider's biographical information and credentials. Postings that fall under this heading will immediately be removed without prior notice. You must disclose your full name on all social media postings and identify yourself as a Crush Insider of WBC. Anonymous postings or use of an alias are prohibited. You must ensure that your postings are truthful and accurate. This requires that you fact-check all material posted online. Crush Insiders should also carefully check their postings for spelling, punctuation and grammatical errors. Use of offensive language is prohibited and may be grounds for possible suspension or termination of a Crush Insider's account.

k. Respecting Privacy

Always respect the privacy of others when posting. Crush Insiders must not engage in gossip or advance rumors regarding any individual, WBC or competitive products or services. Crush Insiders may not list the names of other individuals or entities on their postings unless they have the written permission of the individual or entity that is the subject of their posting.

l. Use of Third-Party Intellectual Property

If you use the trademarks, trade names, service marks, copyrights or intellectual property of any third-party in any posting, it is your responsibility to ensure that you have received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as property of the third party and you must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

m. Prohibited Online Postings

Crush Insiders may not make any postings, or link to any material that:

- Is sexually explicit, obscene or pornographic
- Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise)
- Is graphically violent, including any violent video game images
- Is solicitous of any unlawful behavior
- Engages in personal attacks on any individual, group or entity
- Is in violation of any intellectual property rights of the Company or any third party

n. Responding to Negative Posts

Crush Insiders must not engage with an individual who posts negatively against her or him, or another Crush Insider or Beauty Advisor of WBC. Rather, a Crush Insiders must report negative posts to WBC's Care Team. Responding to such negative posts often damages the reputation and goodwill of WBC.

5. Upgrading to Beauty Advisor Account

After successfully enrolling in the Club as a Crush Insider and earning the required number of Rewards established by WBC, you may choose to upgrade to a Beauty Advisor account. To do so, please refer to the Beauty Advisor enrollment procedure and related enrollment agreement and Policies and Procedures as set forth on the WBC website. No one under the age of 18 may enroll as a primary account holder as a Beauty Advisor.

If your Crush Insider account is cancelled because you have upgraded to a Beauty Advisor account, your existing Rewards will remain available for a period of one (1) year after they were earned and will expire at 12 am Central Time on the date that is one (1) year following they date they were earned.

If you upgrade your account to a Beauty Advisor and subsequently return to Crush Insider status, you will start earning Rewards again as a Crush Insider. Any Rewards previously earned on your prior Crush Insider account will be available if they did not otherwise expire during the time your Crush Insider account was cancelled.

6. Terms of Sale

These terms of sale govern all product purchases in the Club.

7. Not for Resale – Personal Use Only

Products purchased by Crush Insiders are for personal use and consumption only unless gifted in accordance with relevant Club provisions. Products may not be resold by Crush Insiders under any circumstances. Resale of products through third party outlets such as eBay or other online auctions or retailers is strictly prohibited.

8. Pricing

Product pricing may be changed from time to time in our sole and absolute discretion and without prior notice to you. Products will be charged at the price listed on the WBC website at the time of checkout.

9. Promotions and Special Terms and Conditions

We may also announce special promotions or other offers in conjunction with the Club from time to time (“Promotions”), and these Promotions may be subject to different or additional terms and conditions as set forth in the details related to such Promotions. In the event any term or condition of any Promotion directly conflicts with any term or condition set forth herein, the term or condition stated for the Promotion shall apply. If a Promotion is silent as to a particular term or condition, the terms and conditions set forth in this Agreement shall apply.

10. Refunds and Returns

Product refunds and returns may be requested in accordance with the WBC return policy. For detailed information, please review the procedures outlined on your Willing Beauty Central or contact our Care Team at the number listed on your Willing Beauty Central for assistance. Product refunds or returns may result in forfeiture of Rewards associated with the related product purchase.

11. Fraud Protection

As part of our order processing procedures, we may screen 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 we suspect fraudulent, unauthorized or illegal activity, we may reject your order or we may contact you to confirm your order. We also reserve the right to cancel any Club account or refuse to ship to certain addresses due to suspected fraud or unauthorized or illegal activity. We take these measures to protect our customers as well as ourselves from fraud or other unauthorized or illegal activity.

12. Cancellation of Club Participation

Your participation in the Club may be cancelled in several ways: (a) Cancellation due to inactivity occurs if you fail to actively participate in the Club during a rolling period of 12 months (as described above); (b) Cancellation by you occurs when you contact WBC and request that your Crush Insider account be cancelled; (c) Cancellation by conversion occurs when your Crush Insider account is converted to a Beauty Advisor account (as described above); or (d) Cancellation by WBC may occur in its sole and absolute discretion at any time.

Factors that may lead to cancellation by WBC include, but are not limited to: failure to adhere to the Terms & Conditions of the Club; excessive product returns or refund requests; misrepresentation of the Club to any third party; or any other conduct deemed by WBC to be detrimental to the Club, other participants, or the best interests of WBC. Your participation in the Club may also be temporarily suspended while WBC determines whether cancellation for any of these reasons is appropriate. If your participation is cancelled by WBC, there may be limitations or restrictions on your ability to participate in the Club in the future.

If your Club participation is cancelled for any reason other than conversion based on your decision to upgrade to a Beauty Advisor account (as described above), Rewards in your account will be immediately forfeited as of the date of cancellation.

13. Privacy Policy and Personal Information

By enrolling in the Club, you acknowledge and agree that you have read and understand and agree to be bound by WBC's Privacy Policy as posted at the WBC website in the Legal Notices section. The Privacy Policy, like these Terms & Conditions, may be changed from time to time in our sole and absolute discretion and without prior notice to you. Your continued participation in the Club will constitute your immediate acceptance of any such changes.

14. Communications with WBC and Opting Out

By participating in the Club, you will automatically be subscribed to receive all Club -related emails and other promotional communications from WBC that we believe may be of interest to you. These communications will be sent in accordance with the terms of our Privacy Policy. You may unsubscribe or opt-out of such communications at any time by following the instructions listed in any such communication.

15. Changes to or Termination of Crush Insider Club

WBC reserves the right, in our sole and absolute discretion and without prior notice to you, to revise any term or condition of the Club or to change, suspend or discontinue any aspect of the Club and we will not be liable to you or any third party for doing so. Your continued participation in the Club will constitute your immediate acceptance of any such changes.

16. Product Information; Product Claims Prohibited

Any information provided by WBC regarding the products or otherwise (e.g. product descriptions or instructions) is for informational purposes only. You should not take any action or use any product based solely upon information contained on the WBC website or in other marketing or promotional materials. You should read and strictly follow all product labels, packaging inserts and instructions and all manufacturer directions and warnings and seek independent professional advice when appropriate.

Crush Insiders may not make any product claims other than those specifically prepared for your use. Federal regulators and state agencies strictly regulate truth-in-advertising requirements and monitor businesses for use of false or misleading claims. The Federal Trade Commission (FTC) looks particularly closely at claims related to products sold for consumer use. As Crush Insider, it is your duty to ensure you are not violating any law, regulatory standard, statute or other requirement with respect to any product claims you may make.

The U.S. Food & Drug Administration (FDA) oversees regulation of cosmetic and skincare products through the Federal Food, Drug and Cosmetic Act and the Fair Packaging and Labeling Act. The FDA regulates cosmetics under the authority of these laws. The term "cosmetics" is defined broadly, and is often interpreted to include many kinds of skincare products besides "make up." Sometimes, when a skincare product is also intended for a therapeutic use, it receives classification as a "drug" and is therefore subject to other regulatory guidelines. When a drug (even an over-the-counter drug such as sunscreen) is part of a product line, there are very strict rules around the kinds of product claims that cannot be made.

A Crush Insider may not make any claims regarding any WBC products other than those that are expressly provided by or approved by WBC. Any Crush Insider who makes other claims will be solely responsible for the claims made. If any lawsuit, arbitration or mediation is brought against a Crush Insider alleging that she or he engaged in making any inappropriate or unlawful product claims, WBC shall not be responsible for any of the Crush Insider's defense costs or legal fees, nor will WBC indemnify the Crush Insider for any judgment, award or settlement. Further, in such situations, the Crush Insider agrees to indemnify and hold WBC harmless from any costs, legal fees or damages that may be incurred by WBC due to the inappropriate or improper activities of the Crush Insider.

Use of “before and after” photos or customer product testimonials must adhere to the following requirements:

- The information shared must represent your own honest opinions, findings, beliefs and experiences from using the products
- The information shared must clearly and conspicuously disclose the substantiation of the representations conveyed (e.g., how often and how long the products were used to achieve the results depicted, and whether any other products or treatments contributed to the results)
- Makeup must be removed and hair must be pulled back from the face
- Photos must be of the face from a straight-on view or a profile view from each side
- Photos must be in focus and with a well-lit background
- The “before and after” photos must be taken under the same lighting conditions
- Touch-ups and photo editing are not permitted

Use of a “before and after” photo of any third party is not permitted unless the Crush Insider has obtained the third party’s express written permission. Any photos posted online (whether on a Crush Insider’s PWP or on social media channels) must meet the product claims restrictions outlined here.

17. No Employment Relationship

At no time shall a Crush Insider be considered an employee or other legal representative of WBC for any purpose whatsoever. No income is earned by Crush Insiders.

18. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, WBC WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION OR MEMBERSHIP IN THE CLUB, INCLUDING DAMAGES ARISING OUT OF CHANGES TO OR TERMINATION OF THE CLUB. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES. TO THE EXTENT PERMITTED BY LAW, THE LIMITATIONS ON WBC’S LIABILITY SET FORTH HEREIN SHALL APPLY WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, OR WHETHER IN TORT, CIVIL LIABILITY BY WAY OF NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

BY AGREEING TO THESE TERMS, YOU WILLINGLY AGREE (OR, IF YOU ARE A MINOR, YOUR PARENT OR LEGAL GUARDIAN WILLINGLY AGREES) THAT YOU HAVE RELINQUISHED YOUR RIGHT TO SEEK THESE DAMAGES FROM WBC AND THAT THIS IS A REASONABLE ALLOCATION OF RISK. THIS PROVISION DOES NOT APPLY TO NEW JERSEY RESIDENTS OR RESIDENTS OF ANY OTHER JURISDICTION WHERE SUCH LIMITATION IS PROHIBITED BY LAW.

19. Intellectual Property

WBC is the owner and exclusive licensor of numerous names and trademarks, including but not limited to, “Willing Beauty,” “HY+5” and other names, trade names, logos and marks of WBC, copyrights in and to its work product, as well as other trade dress, trade secret and other proprietary rights as identified in the Legal Notices section of WBC’s website (collectively, the “Intellectual Property”), all of which are exclusively owned by WBC. You agree that you have no ownership or rights or interests in any of Company’s Intellectual Property by virtue of your participation in the Club or otherwise.

WBC hereby grants a limited license to you to use the Intellectual Property solely in furtherance of your legitimate business activities and subject to the Terms & Conditions of your participation in the Club. You recognize the value of the goodwill WBC has created in its Intellectual Property and acknowledge that all rights therein and all goodwill pertaining thereto belong exclusively to WBC.

You will not use WBC’s Intellectual Property except as provided in materials furnished by WBC or approved in writing by WBC prior to their use by you. You understand that unauthorized use or duplication of WBC’s Intellectual Property is a violation of U.S. federal law and may be grounds for cancellation of your participation in the Club.

Upon cancellation of your participation in the Club for any reason, your limited license to use any of WBC's Intellectual Property also terminates and all such use must cease immediately.

20. Right of Publicity

By enrolling in the Club, you immediately grant WBC the unrestricted, worldwide, royalty-free right to use, reproduce, publish and otherwise distribute your name, photograph, video presence, personal story and/or likeness (collectively, "Likenesses") in advertising and in WBC promotional materials, in any and all formats, platforms or other media or social media now existing or hereafter created, and you hereby waive all claims for remuneration for such use and you release and forever discharge WBC from any and all claims and demands arising out of or in connection with the use of Likenesses. This authorization may be cancelled at any time (for purposes of future uses only) by contacting WBC by written letter sent by way of US First Class Registered mail to the attention of WBC's Legal Department at the address set forth herein.

21. Dispute Resolution

Any controversy, claim or dispute of whatever nature arising between a Crush Insider, on the one hand, and WBC and/or the Related Parties (as defined below), on the other, including but not limited to those arising out of or relating to the Crush Insider Club Terms & Conditions (including these Terms & Conditions or the breach thereof, or the commercial, economic or other relationship of Crush Insider and WBC and/or the Related Parties (for purposes of this Section each is a "party"), whether such claim is based on rights, privileges or interests recognized by or based upon statute, contract, tort, common law, or otherwise ("Dispute"), shall be settled through negotiation, mediation or arbitration, as provided below.

a. Negotiation

If a Dispute arises, the parties shall first attempt in good faith to resolve it promptly by negotiation. Any of the parties involved in the Dispute may initiate negotiation by providing notice (the "Dispute Notice") to each involved party setting forth the subject of the Dispute and the relief sought by the party providing the Dispute Notice, and designating a representative who has full authority to negotiate and settle the Dispute. Within ten (10) business days after the Dispute Notice is provided, each recipient shall respond to all other known recipients of the Dispute Notice with notice of the recipient's position on and recommended solution to the Dispute, and designating a representative who has full authority to negotiate and settle the Dispute. Within twenty (20) business days after the Dispute Notice is provided, the representatives designated by the parties shall confer either in person at a mutually acceptable time and place or by telephone, and thereafter as often as they reasonably deem necessary to attempt to resolve the Dispute.

b. Mediation

At any time twenty (20) business days or more after the Dispute Notice is provided, but prior to the initiation of arbitration, regardless of whether negotiations are continuing, any party may submit the Dispute to JAMS (Judicial Arbitration and Mediation Services - <http://www.jamsadr.com>) for mediation by providing notice of such request to all other concerned parties and providing such notice and a copy of all relevant Dispute Notices and notices responding to JAMS. In such case, the parties shall cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in promptly scheduling the mediation proceedings, and shall participate in good faith in the mediation either in person at a mutually acceptable time and place or by telephone, in accordance with the then-prevailing JAMS's mediation procedures and this Section, which shall control.

c. Arbitration

Any Dispute not resolved in writing by negotiation or mediation shall be subject to and shall be settled exclusively by final binding arbitration before a single arbitrator in Phoenix, Arizona, in accordance with the then-prevailing Commercial Arbitration Rules of the American Arbitration Association ("AAA"). No party may commence arbitration with respect to any Dispute unless that party has pursued negotiation and, if requested, mediation, provided, however, that no party shall be obligated to continue to participate in negotiation or mediation if the parties have not resolved the Dispute in writing within sixty (60) business days after the Dispute Notice was provided to any party or such longer period as may be agreed by the parties in writing. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. Notwithstanding any contrary rules promulgated by the AAA, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases;
- The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- The arbitration shall occur within one hundred-twenty (120) days from the date on which the arbitrator is appointed, and shall last no more than five (5) business days;
- The parties shall be allotted equal time to present their respective cases, including cross-examinations.

The arbitrator shall not have the power to alter, modify, amend, add to or subtract from any provision of the Crush Insider Agreement, or to rule upon or grant any extension, renewal or continuance of the Crush Insider Agreement. Moreover, the arbitrator shall not have the power to award special, incidental, indirect, punitive, exemplary, or consequential damages of any kind or nature, however caused.

All communications, whether verbal, written or electronic, in any negotiation, mediation or arbitration action shall be treated as confidential and those made in the course of negotiation or mediation, including any offer, promise or other statement, whether made by any of the parties, their agents, employees, experts, or attorneys, or by the mediator or any JAMS employee, shall also be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and shall be inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in negotiation or mediation.

The costs of negotiation, mediation, and arbitration, including fees and expenses of any mediator, arbitrator, JAMS, the American Arbitration Association, or other persons independent of all parties acting with the consent of the parties to facilitate settlement, shall be shared in equal measure by the Crush Insider, on the one hand, and WBC and any Related Parties involved, on the other. The parties shall bear their own legal fees and expenses of negotiation, mediation and arbitration.

Although the Crush Insider Agreement is made and entered into between a Crush Insider and WBC, WBC's affiliates, owners, members, managers and employees ("Related Parties") are intended third-party beneficiaries of the Crush Insider Agreement, including this agreement to negotiate, mediate and arbitrate. The parties acknowledge that nothing in these policies is intended to create any involvement by, responsibility of, or liability of the Related Parties with respect to any dealings between an Crush Insider and WBC, and the parties further acknowledge that no provision of the Crush Insider Agreement shall be argued by any party to constitute any waiver by the Related Parties of any defense which the Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between an Crush Insider and WBC.

Any party may seek specific performance of this Section, and any party may seek to compel each other party to comply with the provisions of this Section by petition to a court of competent jurisdiction in the State of Arizona. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction in the State of Arizona, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending. The prevailing party in any proceeding enforcing the provisions of this Section shall be entitled to recover from the other party the reasonable attorneys' fees and costs incurred by the petitioning party in obtaining the requested relief. If any portion of this Section is held to be unenforceable for any reason, the remainder shall remain in full force and effect.

Nothing in this Section shall preclude any party from seeking interim or provisional relief concerning the Dispute, including a temporary restraining order, a temporary or preliminary injunction, or an order of attachment, either prior to or during negotiation, mediation or arbitration.

22. Class Action Waiver

By entering into this Agreement, you understand and agree that you will waive your right to have any dispute or claim brought, heard or arbitrated as a class action, collective action or representative action (the "Class Action Waiver"). Notwithstanding any other clause contained in this Agreement or the rules of the American Arbitration Association, any claim that all or part of this Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable must be determined only by a court of competent jurisdiction and may not be determined by an arbitrator.

23. Period of Limitation

Should you bring a claim against WBC for any alleged act or omission of WBC relating to or arising from this Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against WBC for such act or omission. You hereby relinquish and waive all claims permissible by any other applicable statutes of limitation.

24. Choice of Law

Jurisdiction and venue of any matter not subject to arbitration shall lie exclusively in Maricopa County, State of Arizona. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the State of Arizona shall govern all other matters relating to or arising from the Agreement or any element of your relationship with WBC.

25. Miscellaneous Provisions

a. Severability

If any provision of this Agreement in its current form or as may be amended is found to be invalid or unenforceable for any reason, only the invalid portion of the provision shall be severed and the remaining Terms & Conditions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

b. Waiver

The failure of WBC to partially or fully exercise any rights or remedies that may be available to it, or the waiver of WBC of any breach of these Terms & Conditions by you shall not prevent a subsequent exercise of such rights by WBC and shall not be deemed a waiver by WBC of any subsequent breach by you of the same or any other of these Terms & Conditions. Our rights and remedies under these Terms & Conditions and any other applicable agreement between you and WBC shall be cumulative, and the exercise of any such right or remedy shall not limit our ability to exercise a different or additional right or remedy.

c. Release and Indemnification

You agree to indemnify, hold harmless, and defend WBC, its parent, subsidiaries, divisions, and affiliates, and their respective officers, directors, employees, agents and affiliates from any and all claims, liabilities, damages, costs and expenses of defense, including attorneys' fees, in any way arising from or related to your participation as a Crush Insider, your use of the WBC website or your PWP, your violation of these Terms & Conditions or the Privacy Policy, any defamatory or infringing content posted by you, or your violation of any law or the rights of a third party.

d. Confidentiality

You agree that WBC has a proprietary interest in its customer lists and other confidential information described in this Agreement or other materials provided to you by WBC. You agree not to use or disclose such confidential information except as explicitly authorized by WBC. Use or disclosure of customer lists for any purpose other than carrying out your role as a Crush Insider is strictly prohibited.

e. International Use

The Club is available only in the United States. Attempts to enroll from any other jurisdiction are strictly prohibited. We make no representation that the Club or materials presented on the WBC website are appropriate for use or available for use in any other jurisdiction.

f. Risk of Loss

Risk of loss passes to you upon our shipment of any products ordered by you when such products are delivered to the third party carrier.

g. Entire Agreement

These Terms & Conditions constitute the entire Agreement of the parties with respect to this subject matter and the Club. This Agreement supersedes all previous or contemporaneous agreements, negotiations, representations and promises between the parties, written or verbal, regarding the subject matter of the Club. There are no verbal or written

collateral representations, agreements or understandings except as specifically set forth in these Terms & Conditions.

h. Contact Information

The WBC Legal Department may be contacted at: Legal Department, WBC Group, LLC, 450 North 54th Street, Chandler, Arizona, 85226. All legal notices shall be sent by registered or certified mail to this address.

The Care Team may be contacted by telephone at 866-600-7525 or electronically by selecting the “Contact Us” option at the bottom of any page of the WBC website.

All other contacts may be directed to:

WBC Group, LLC
450 North 54th Street
Chandler, AZ 85226