

# **WEBSITE PRIVACY POLICY TERMS OF SERVICE**

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PLEASE READ THE FOLLOWING TERMS AND POLICIES CAREFULLY. WHEN YOU USE THIS WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE POLICIES, TERMS, AND CONDITIONS SET FORTH HEREIN.

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**I hereby acknowledge that I have read, understood, and agree to be bound by the policies, terms, and conditions set forth in this document.**

## **YOUR ACCOUNT**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Maui Whitening (“Company”) reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders at their sole discretion. (The words “we,” “our,” or “us” also refer to Company.)

## **ILLEGAL OR ABUSIVE USAGE IS STRICTLY PROHIBITED**

You must not abuse, harass, threaten, impersonate, or intimidate other users of our website. You may not use the Company’s service for any illegal or unauthorized purpose. International users agree to comply with all local laws (in addition to the laws of the United States and Ohio regarding online conduct and acceptable content. Should you be found to have engaged in illegal or abusive usage of our website, Company will suspend your account or usage as applicable.

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## **RISK OF LOSS**

All items purchased from Company are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

## **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

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## **APPLICABLE LAW**

By visiting our website, you agree that the laws of the State of Ohio will govern these Conditions of Use, without regard to principles of conflict of laws, and any dispute of any sort that might arise between you and Company.

## **DISPUTES**

Any dispute relating in any way to your visit to our website or to products or services sold or distributed by Company in which the aggregate total claim for relief sought on behalf of one or more parties exceeds \$7,500, shall be adjudicated in any State or Federal Court in Ohio, and you consent to exclusive jurisdiction and venue in such courts.

## **ONLINE PRIVACY POLICY**

Company and its subsidiary companies respect the privacy rights of our online visitors and recognize the importance of protecting the information collected from you. We have adopted a corporate wide Online Privacy Policy ("Privacy Policy") that guides how we collect, store, and use the information you provide online. Please note that this policy applies only to sites

maintained by Company and its subsidiaries, and not to web sites maintained by other companies or organizations to which we link.

If you have questions or concerns regarding this statement, you should first contact Company at the email address or postal address specified on our homepage.

## **INFORMATION COLLECTION AND USE**

Our primary goals in collecting personally identifiable information are to provide you with the product and services made available through our web site, including, but not limited to, our services, to communicate with you, and to manage your registered user account, if you have one.

## **INFORMATION COLLECTED UPON REGISTRATION**

If you desire to have access to certain restricted sections of our web site, you will be required to become a registered user, and to submit certain personally identifiable information to Company. This happens in a number of instances, such as when you sign up for our services or if you desire to receive marketing materials and information. Personally identifiable information that we may collect in such instances may include your IP address, full user name, password, email address, city, time zone, telephone number, and other information that you decide to provide us with, or that you decide to include in your public profile.

## **USE OF CONTACT INFORMATION**

In addition, we may use your contact information to market to you, and provide you with information about, our products and services. If you decide at any time that you no longer wish to receive such information or communications from us, please follow the unsubscribe instructions provided in any of the communications.

## **LOG DATA**

When you visit the Site, our servers automatically record information that your browser sends whenever you visit a website as Log Data. This Log Data may include information such as your IP address, browser type or the domain from which you are visiting, the websites you visit, the search terms you use, and any advertisements on which you click. For most users accessing the Internet from an Internet service provider the IP address will be different every time you log on.

We use Log Data to monitor the use of the Site and of our Service, and for the Site's technical administration. We do not associate your IP address with any other personally identifiable information to identify you personally, except in case of violation of the Terms of Service

## **COOKIES AND OTHER TECHNOLOGIES**

### **COOKIES**

We use cookies and other technologies to passively collect demographic information, personalize your experience on our site and monitor advertisements and other activities. Cookies are small files downloaded to your computer to track movements within web sites. We may link cookie

information to personal information. Cookies link to information regarding what items you have selected for purchase at our store or pages you have viewed. This information is used to keep track of your shopping cart and make sure you don't see the same ad repeatedly. Also, we use cookies to deliver content specific to your interest and to monitor website usage. Some of our sites use an outside ad company to display ads. These ads may contain cookies. Our ad companies collect cookies received with banner ads, and Company does not have access to this information. Most browsers are automatically set to accept cookies whenever you visit a website. You can disable cookies or set your browser to alert you when cookies are being sent. However some areas of our sites will not function properly if you do so. Please note that this Privacy Policy covers the use of cookies by Company only and does not cover the use of cookies by any advertisers.

## **OTHER TECHNOLOGIES**

Other technologies used include clear GIF's and IP address logging. Clear GIF's also known as web bugs, beacons, or tags, are small graphic images placed on a web page, web-based document, or in an e-mail message. Clear GIF's are invisible to the user because they are typically very small (only 1-by-1 pixel) and the same color as the background of the web page, document or e-mail message. We do not use clear GIF's to collect personal information about you. However, we may use clear GIF's to capture statistical usage information for our web pages, features, or other elements on a web page. We may correlate this information to a user to personalize user experience and for statistical analysis of user experiences on our web pages.

## **THIRD PARTIES**

### **THIRD PARTY SERVICES**

Members may register for other services from our website. Certain products and/or services available on our site are provided to you in partnership with third party(s) and may require you to disclose personally identifiable information in order to register for and access such products and/or services. Such products and/or services shall identify the third party partners at the point of registration. If you elect to register for such products and/or services your personally identifiable information will be transferred to such third party(s) and will be subject to the privacy policy and practices of such third party(s). We are not responsible for the privacy practices and policies of such third party(s) and, therefore, you should review the privacy practices and policies of such third party(s) prior to providing your personally identifiable information in connection with such products and/or services.

### **SERVICE PROVIDERS**

We engage certain trusted third parties to perform functions and provide services to us, including, without limitation, hosting and maintenance, customer relationship, database storage and management, and direct marketing campaigns. We will share your personally identifiable information with these third parties, but only to the extent necessary to perform these functions and provide such services, and only pursuant to binding contractual obligations requiring such third parties to maintain the privacy and security of your data.

## **LAW ENFORCEMENT**

We cooperate with government and law enforcement officials or private parties to enforce and comply with the law. We may disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims, legal process (including subpoenas), to protect the property and rights of Company or a third party, the safety of the public, or any person, to prevent or stop any illegal, unethical, or legally actionable activity, or to comply with the law.

## **BUSINESS TRANSFERS**

We may sell, transfer or otherwise share some or all of its assets, including your personally identifiable information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy. You will have the opportunity to opt out of any such transfer if the new entity's planned processing of your information differs materially from that set forth in this Privacy