

RADICAL SKINCARE INDEPENDENT BRAND PARTNER AGREEMENT

(as of September 16, 2020)

This Radical Skincare Independent Brand Partner Agreement, along with the Terms and Conditions and Privacy Policy (collectively, “Agreement”) which are posted on the Radical Skincare website, sets forth the terms and conditions of understanding for your participation in the Radical Skincare Independent Brand Partner Program (the “Program”). This Agreement entered into by and between you (referred to as “Independent Brand Partner”, “Brand Partner”, “I”, “me”, “you”, “your” or “my”) and Radical Skincare, and its parent, subsidiary and affiliated entities (referred to collectively as “Radical” or “Company”).

I represent and certify that I am at least 18 years old, live within the United States of America and that I have read, understood and agree to be legally bound by this Agreement.

1. **Independent Contractor.** I understand and agree that, as a Brand Partner, I am solely and exclusively an independent contractor, and I am not an employee, agent, partner, legal representative or franchisee of Radical nor do I have any other relationship, directly or indirectly, of whatsoever nature with Radical. I understand that I am not and will not be treated as an employee of Radical for any purpose whatsoever, including, but not limited to federal or state tax purposes, and I do not have any other relationship of whatsoever nature, directly or indirectly, with Radical. I expressly and unconditionally understand and agree that Radical is not responsible for my withholding, or any other kind or form of taxes, and shall not withhold or deduct any taxes from any compensation, unless such withholding becomes required by an applicable law, rule or regulation.
2. **Program.** The purpose of the Program is to permit you to earn commissions on Qualifying Product Sales (defined below) of Radical skincare, beauty and other products (the “Products”) sold through your individual Radical sales URL website (“Your Radical Site”) and to promote the Products. Your Radical Site will allow Customers to purchase the Products and also enroll as Brand Partners in the same Program, if they wish. You may earn commissions as described in Section 9, and / or through periodically posted Radical incentives, and only with respect to activity on Your Radical Site.
3. **Enrollment & Your Product Purchases.**
 - (a) **Radical Brand Partner Enrollment.** To become a Brand Partner, you must submit a complete and accurate Program enrollment application on www.radicalskincare.com. You will ensure that information in your Program enrollment application and otherwise associated with your account, including your email address and other contact information, is at all times complete, accurate and up-to-date. Your enrollment as an Brand Partner will be complete when

you have submitted your Program application, paid your Radical membership fee, and received a confirmation email from Radical. Once your application has been accepted, we will issue you Your Radical Site URL.

(b) Your Product Purchases. Brand Partners may purchase Products for your own use through Your Radical Site and will receive a 20% discount on all published prices. These purchases are intended for your personal use and not for resale. We do not encourage or approve of the purchase of Products for resale (i.e., carrying an inventory) and will only pay commissions on Qualified Product Sales as set forth in Section 9. Any such purchases are at your own risk and their return is limited to the return policy, which is on the website (www.radicalskincare.com) in place at the time of your purchase.

(c) Exclusive Online Platform. The corporate Radical Site and Brand Partner's Sites are the exclusive means for selling Radical Products. As such, the resale of "new with tags" Radical Products is prohibited on other online forums such as auction sites and resale platforms.

4. Your Radical Site URL. After you have been notified that you have been accepted into the Program, you may display a link ("Your Radical Site URL") to Your Radical Site or your personal social media sites, including blogs ("Your Personal Sites"), or other online properties as permitted herein. You must comply with the following Program Linking Requirements at all times:

(a) Your Radical Site URL will be made available to you by us and you may not create your own Radical Site URL;

(b) You must not use a link shortening service in a manner that makes it unclear that you are linking to Your Radical Site; and

(c) You must remove from Your Personal Sites any links and related references to limited time promotions, sales or discounts on or before the expiration date of that promotion.

5. Program Participation Requirements.

(a) Requirements for use of Your Personal Sites, Your Radical Site URL and Your Radical Site. As an express condition to your participation in the Program, you agree to the following Program Participation Requirements with regard to the use of Your Personal Sites, Your Radical Site URL and Your Radical Site:

(i) You will not display or otherwise use our, or our service providers', trademarks or logos except as expressly permitted under and in accordance with this Agreement;

(ii) You will use Your Radical Site solely in accordance with the terms of this Agreement and within the express scope of the license granted herein;

(iii) You will not engage in any promotional, marketing, or other advertising activities on behalf of us, or in connection with the Program, that are prohibited under this Agreement;

(iv) You will not use imply another person’s endorsement or sponsorship of, or commercial tie-in or other association with, any Radical Product or service (including by placing unrelated third party materials in close proximity to your Radical Site URL) without that person’s prior written permission;

(v) You will not offer any person or entity any consideration or incentive (including any money, rebate, discount, points, donation to charity or other organization, or other benefit) for using your Radical Site URL (e.g., by implementing any “rewards” or loyalty program that incentivizes persons or entities to visit Your Radical Site);

(vi) You will not make any orders or engage in other transactions of any kind on Your Radical Site on behalf of any other person or entity, or authorize, assist, or encourage any other person or entity to do so;

(vii) You will not take any action that could reasonably cause any Customer confusion as to our relationship with you, or as to the site on which any functions or transactions (e.g., search, browse, or order) are occurring;

(viii) You will not include on Your Personal Sites, display, or otherwise use your Radical Site URL in connection with any spyware, malware, virus, worm, Trojan horse, or other malicious or harmful code, or any software application not expressly and knowingly authorized by users prior to being downloaded or installed on their computer or other electronic device;

(ix) You will not post or serve your Radical Site URL or other content promoting Your Radical Site within any pop-up or pop-under windows, transitional page ads, or layer ads around or in conjunction with the display of any site that is not one of Your Personal Sites;

(x) You will not cause Your Radical Site to open in a Customer’s browser other than as a result of the Customer clicking on your Radical Site URL on Your Personal Sites;

(xi) You will not attempt to intercept or redirect (including via software installed on users’ computers) traffic from or on, or divert commissions from, any other Radical Site that participates in the Program;

(xii) You will not cloak, hide, spoof, or otherwise obscure the URL of Your Personal Sites containing your Radical Site URL (including by use of a redirecting page) or the user agent of the application in which the Radical Site URL is displayed or used such that we cannot reasonably determine the site or application from which a Customer clicks through such Radical Site URL to Your Radical Site; and

(xiii) Your Personal Sites and Your Radical Site will not

1. promote or contain sexually explicit materials;
2. promote violence or contain violent materials;
3. promote or contain libelous or defamatory materials;

4. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
5. promote or undertake illegal activities; or
6. be directed toward children under 13 years of age, as defined by the Children's Online Privacy Protection Act (15 U.S.C. §§ 6501-6506) and any regulations promulgated thereunder.

(b) **Requirements for Endorsements and Testimonials on Your Personal Sites.**

Endorsements and testimonials are closely regulated by state and federal agencies, including the Federal Trade Commission (the "FTC"). The law requires that statements made by Brand Partners about Radical and/or our Products and services be honest and not misleading. Accordingly, as an express condition to your participation in the Program, you must clearly disclose that as a Brand Partner you receive commissions from purchases made on your Radical Site. For social media postings, you may instead use the following disclosure, which Radical may amend or supplement from time to time: "#RadicalBrandPartner".

(c) **General Conduct.** As a Brand Partner you are a brand ambassador and may not engage in any conduct that may damage the goodwill, reputation, brand, management, personnel, or business of Radical. Any statements you make concerning Radical must be truthful and not misleading. You may not make claims of any kind about the amount of actual or potential compensation you or another Brand Partner receives or may receive. Claims include, but are not limited to, showing cash, copies of checks, bank statements, or tax records, making income projections, or showing photographs, videos or other visual depictions that infer or state that you are able to enjoy a particular lifestyle due to the commissions you receive from Radical.

(d) **Indemnification for Breach of Agreement.** You will indemnify, defend, and hold us and our directors, officers, employees and agents, harmless from and against any and all claims arising from your breach of any provision of this Agreement, including this Section 4.

(e) **Proof of Compliance.** You will provide us with any information that we request to verify your compliance with this Agreement. In addition to any other rights or remedies available to us, we may terminate this Agreement, withhold (and you agree you are not eligible for) any commissions payable to you under this Agreement, or both, or implement other disciplinary measures as we deem appropriate in our sole discretion, if we determine that you or other persons that we determine are affiliated with you or acting in concert with you have not complied with any Program Participation Requirements or have otherwise violated this Agreement.

(f) **Additional Requirements.** In addition, you hereby consent to us:

- sending you emails relating to the Program from time to time;
- monitoring, recording, using, and disclosing information about Your Radical Site and visitors to Your Radical Site that we obtain in connection with your display of your Radical Site URL in accordance with our Privacy Notice;
- monitoring, crawling, and otherwise investigating Your Personal Sites to verify compliance with this Agreement; and

- using, reproducing, distributing and displaying your implementation of your Radical Site URL displayed on your site as examples of best practices in our educational materials.
6. **Grant of Rights.** During the Term of this Agreement, and for a burn-off period of six (6) months thereafter, you hereby grant Radical the right, but not the obligation, to use your name, nicknames, initials, image, likeness, voice, audio or visual portrayals, biographical information, or physical attributes, or any other means of endorsement, in any media (which by way of example may include, but is not limited to television, radio, newspapers, billboards, periodicals, magazines and websites) in connection with the promotion, publicity, sale, and endorsement of Radical and the Products. You further agree that beyond the Term of this Agreement, we may make internal historical reference to your relationship with us.
 7. **Responsibility for Your Personal Sites.** You will be solely responsible for Your Personal Sites, including, if applicable, their development, operation, and maintenance and all materials that appear on or within them. Radical will have no liability for these matters or for any of your end users' claims relating to these matters, and you agree to defend, indemnify, and hold us, our affiliates, service providers and licensors, and our and their respective employees, officers, directors, and representatives, harmless from and against all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) relating to (a) Your Personal Sites or any materials that appear on Your Personal Sites; (b) the use, development, design, manufacture, production, advertising, promotion, or marketing of Your Personal Sites; (c) your use of Your Radical Site URL, whether or not such use is authorized by or violates this Agreement or applicable law; (d) your violation of any term or condition of this Agreement; or (e) your negligence or willful misconduct.
 8. **Order Processing.** We will process Product orders placed by Customers on Your Radical Site. We reserve the right to reject orders that do not comply with any requirements set forth herein. We will track Qualifying Product Sales (defined in Section 9) for reporting and commission accrual purposes and will make available to you reports summarizing those Qualifying Product Sales.
 9. **Commissions.**
 - **Commission Types.** We will pay you commissions solely on product sales made through your Radical Site, or the Radical Websites of Brand Partners you have referred to the Program ("Qualifying Product Sales") as follows:
 1. Product Sales to Customers from Your Radical Website
 1. A 20-30% commission on Customer product sales
 1. 20% commissions if product sales are \$1-2,499 in a calendar month
 2. 25% commissions if product sales are \$2,500-4,999 in a calendar month
 3. 30% commissions if product sales are \$5,000 or greater in a calendar month
 2. Zone Commissions = Product Sales to Brand Partners on Your Team. To qualify for Zone Commissions each calendar month, the Brand Partner must first achieve \$100 in personal purchases and/or Customer product sales in that calendar month.

1. Brand Partners you personally enroll are considered on your Zone 1
 1. 6% commission on the product sales generated on your Zone 1 in a calendar month (“Total Zone 1 Product Sales”)
2. Brand Partners on your Zone 2 (those Brand Partners your Zone 1 Brand Partners personally enroll)
 1. 5% commission on the product sales generated on your Zone 2 in a calendar month
 2. To qualify for this commission, you must generate at least \$1,000 in Total Zone 1 Product Sales in a calendar month
3. Brand Partners on your Zone 3 (those Brand Partners your Zone 2 Brand Partners personally enroll)
 1. 4% commission on the product sales generated on your Zone 3 in a calendar month
 2. To qualify for this commission, you must generate at least \$2,500 in Total Zone 1 Product Sales in a calendar month
4. Brand Partners on your Zone 4 (those Brand Partners your Zone 3 Brand Partners personally enroll)
 1. 2% commission on the product sales generated on your Zone 4 in a calendar month
 2. To qualify for this commission, you must generate at least \$5,000 in Total Zone 1 Product Sales in a calendar month
5. Brand Partners on your Zone 5 (those Brand Partners your Zone 4 Brand Partners personally enroll)
 1. 1% commission on the product sales generated on your Zone 5 in a calendar month
 2. To qualify for this commission, you must generate at least \$5,000 in Total Zone 1 Product Sales in a calendar month
3. Radical Leadership Bonus Commissions = Product Sales to Brand Partners on Your Team. To qualify for the Radical Leadership Bonus Commissions each calendar month, the Brand Partner must first achieve \$100 in personal purchases and/or Customer product sales in that calendar month.
 1. 3% of total Radical Brand Partner sales will be set aside for this monthly bonus. Brand Partners who qualify to participate in this Bonus will earn “shares” each calendar month based on performance
 2. Shares from Total Zone 1 Product Sales
 1. Generate \$2,500-4,999 in Total Zone 1 Product Sales = 1 Share
 2. Generate \$5,000-7,499 in Total Zone 1 Product Sales = 3 Shares
 3. Generate \$7,500-9,999 in Total Zone 1 Product Sales = 5 Shares
 4. Generate \$10,000 or more in Total Zone 1 Product Sales = 7 Shares
 3. Shares from Total Team Sales (“Total Zone 1-5 Product Sales”)
 1. Earn 2 Shares for every \$5,000 increment
 1. Generate \$5,000-9,999 in Total Zone 1-5 Product Sales = 2 Shares
 2. Generate \$10,000-14,999 in Total Zone 1-5 Product Sales = 4 Shares

(b) Payment. Commissions will be paid once the calendar month is closed by Radical in which the Qualifying Product Sales were made. For example, payment for Qualifying Product

Sales made in January will take place once the Radical corporate office has closed the month of January.

(c) Modification of Commissions. We may modify the commission at any time, upon notice to you. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING THE EFFECTIVE DATE OF ANY MODIFICATION WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE.

(d) Exclusions. Qualifying Product Sales exclude, and we will not pay commissions on any of, the following:

1. Your personal purchases as Brand Partner;
2. any Product purchased through Your Radical Site that violates the terms of this Agreement;
3. any Product purchased after termination of this Agreement;
4. any Product that is not purchased on your Radical Site or the Radical Site of a Brand Partner you have referred to the Program;
5. any Product order that is canceled or returned; and
6. Non-product Enrollment Fee

(e) Returns. When a product is returned to us for a refund or a chargeback occurs, any commissions you initially earned as a result of the corresponding sale will be deducted from your future commissions.

(f) Withholding. From time to time, we may request tax information from you. If we request tax information from you and you do not provide it to us, we may (in addition to any other rights or remedies available to us) withhold your commissions until you provide this information or otherwise satisfy us that you are not a person from whom we are required to obtain tax information.

10. Limited License.

(a) Grant of License. Subject to the terms of this Agreement and solely for the limited purposes of advertising Products on, and directing end users to, Your Radical Site in connection with the Program, we hereby grant you a limited, revocable, non-transferable, non-sublicensable, non-exclusive, royalty-free license to (a) copy and display your Radical Site URL solely on Your Personal Sites; (b) use Your Radical Site as permitted herein; and (c) use only that Radical Intellectual Property (defined below) that we may make available to you as part of your promotion of the Products, solely on your site and in accordance with the terms set forth herein.

(b) Termination of License. The license set forth in this Section 10 will immediately and automatically terminate if at any time you do not timely comply with any obligation under this Agreement or otherwise upon termination of this Agreement. In addition, we may terminate the license set forth in this Section 10 in whole or in part upon written notice to you. You will

promptly remove from Your Personal Sites and delete or otherwise destroy all uses of our trademarks and logos with respect to which the license set forth in this Section 10 is terminated or as we may otherwise request from time to time.

(c) Use of Radical Intellectual Property. When using the Radical Intellectual Property as permitted herein, you may not:

1. Remove or alter any trademark or service mark symbols. The "Radical " logo is a service mark of Radical and must appear with the TM or R symbol placed on the right "shoulder" of the mark in every iteration of the mark in logo form, but may be omitted after the first mention in prose/plain-text materials;
2. Register or attempt to register any phrases, marks or logos that would cause confusion, or be likely to cause confusion, with any of the Radical Intellectual Property; and
3. Re-sample, duplicate, alter, modify, crop, add to, blur or tarnish the Radical Intellectual Property, except that original logo art supplied by us can be enlarged or reduced in size, but must be done in exact proportion to the original height and width.

Furthermore, you will comply with any additional guidelines we provide with regard to the Radical Intellectual Property with respect to the graphic reproduction, appearance, and “look and feel” related to the marketing and representation of Radical and the Products.

11. **Reservation of Rights & Submissions.** Other than the limited licenses expressly set forth in Section 10, we reserve all right, title and interest (including all Radical Intellectual Property (defined below) and proprietary rights) in and to, and you do not, by virtue of this Agreement or otherwise, acquire any ownership interest or rights in or to, the Program, your Radical Site, any domain name owned or operated by us or our service providers, our and our service providers’ trademarks and logos, and any other intellectual property, collateral and technology that we provide for use in connection with the Program (the “Radical Intellectual Property”). If you provide us or any of our service providers with suggestions, reviews, modifications, data, images, text, or other information or content about a Product or in connection with this Agreement or your participation in the Program (collectively, “Your Submission”), you hereby irrevocably grant us (even if you have designated Your Submission as confidential) a perpetual, paid-up royalty-free, nonexclusive, worldwide, irrevocable, freely transferable right and license to (a) use, reproduce, perform, display, and distribute Your Submission in any manner; (b) adapt, modify, re-format, and create derivative works of Your Submission for any purpose; (c) use and publish your name in the form of a credit in conjunction with Your Submission (however, we will not have any obligation to do so); and (d) sublicense the foregoing rights to any other person or entity. Additionally, you hereby warrant that: (y) Your Submission is your original work, or you obtained Your Submission in a lawful manner; and (z) our and our sublicensees’ exercise of rights under the license above will not violate any person’s or entity’s rights, including any copyright rights. You agree to provide us such assistance as we may require to document, perfect, or maintain our rights in and to Your Submission.

12. **Compliance with Laws; Privacy and Data Protection.** In connection with your participation in the Program you represent and warrant that you will comply

with **all** applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over you, including but not limited to laws (federal, state, or otherwise) that govern consumer protection, marketing email (e.g., the CAN-SPAM Act of 2003), telemarketing (e.g., the Telephone Consumer Protection Act and State Telemarketing Rules), and endorsements and testimonials (Section 5 of the FTC Act). This means you must respect any and all legal restrictions on sending unsolicited emails, text messages and the like. “Personal Information” is information that identifies, or permits you to contact, an individual. It includes Customer names, contact information, and their website username and password. We collect, process and share Personal Information in accordance with our Privacy Policy posted to www.radicalskincare.com. However, you are responsible for the lawfulness of any data processing you carry out in relation to Your Radical Site. As such, it is your responsibility to maintain the confidentiality and security of any Personal Information you handle in connection with Your Radical Site. You may not share, sell or trade Personal Information received in connection with Your Radical Site with or to any third parties and you may only use such Personal Information for the purpose of providing Radical Products or services to the Customer or as otherwise expressly permitted by the Customer. Your Radical username and password are unique to you and you may not share your login information with others for any reason.

13. **Confidentiality**. Radical’s “Confidential Information” includes, but is not limited to, the identities, contact information, and/or sales information relating to Brand Partners and/or Customers: (a) that is contained in or derived from Your Radical Site; (b) that is derived from any commissions reports we issue to you; and/or (c) to which you would not have access or would not have acquired if it wasn’t for your affiliation with Radical. Confidential Information constitutes our proprietary business trade secrets and is provided to you in strict confidence. Confidential Information may not be directly or indirectly disclosed to any third party or used for any purpose other than managing Your Radical Site. Any violation of this Section 13 will cause us irreparable harm for which there is no adequate remedy at law, and the harm to us will outweigh the potential harm to you. Therefore, we will be entitled to immediate and permanent equitable relief to prevent further violations of this policy. This Section 13 will survive the termination or expiration of this Agreement.

14. **Term and Termination; Effect of Termination**.

- (a) **Term and Termination**. The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either you or us as permitted herein.
- (b) **Termination by You**. You may terminate this Agreement at any time by giving us written notice to customer@radicalskincare.com.
- (c) **Termination by Us**. We may terminate this Agreement immediately and without prior notice upon your breach of any terms and conditions of this Agreement, including of our Terms of Use or Privacy Policy.

(d) **Effect of Termination.** Upon any termination of this Agreement, any and all licenses you have will automatically terminate and you will immediately remove from Your Personal Sites and delete or otherwise destroy all references to Radical, your Radical Site URL, Your Radical Site, and any other materials provided or made available by or on behalf of us to you under this Agreement or otherwise in connection with the Program. In addition, you will lose all rights, titles, interests, benefits and privileges available to a Brand Partner, including but not limited to any and all commissions, bonuses, and other compensation. We may withhold accrued unpaid commissions for a reasonable period of time following termination to ensure that the correct amount is paid (e.g., to account for any cancelations or returns). Upon any termination of this Agreement, all rights and obligations of the parties will be extinguished, except that the rights and obligations of the parties under Sections 7, 11, 12, 13, 15, 16, 17, 18, 19, & 20 together with any accrued but unpaid payment obligations of us under this Agreement, will survive the termination of this Agreement. No termination of this Agreement will relieve either party for any liability for any breach of, or liability accruing under, this Agreement prior to termination.

15. **Modifications or Amendments.** We may modify or amend any of the terms and conditions contained in this Agreement at any time and in our sole discretion by sending notice of such modification to you by email to the email address then-currently associated with your Radical account (any such change by email will be effective on the date specified in such email and will in no event be less than two business days after the date the email is sent). Modifications may include, for example, changes to the commission payable hereunder, the Program Participation Requirements, and payment procedures. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING THE EFFECTIVE DATE OF ANY MODIFICATION WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE

16. **Independent Contractor Relationship.** You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and us. You are not an employee of Radical. Accordingly, you are not guaranteed an income or fixed compensation of any kind and you are solely responsible for reporting your income and paying all required taxes in accordance with applicable law. As an independent contractor, you will have no authority to make or accept any offers or representations on our behalf and you will not make any statement, whether on Your Personal Sites or otherwise, that contradicts or may contradict anything in this section. If you authorize, assist, encourage, or facilitate another person or entity to take any action related to the subject matter of this Agreement, you will be deemed to have taken the action yourself.

17. **Limitation of Liability.** WE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT, THE PROGRAM, YOUR RADICAL SITE URL OR YOUR PERSONAL WEBSITES, OR THE SERVICE OFFERINGS (DEFINED BELOW), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE

DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING IN CONNECTION WITH THIS AGREEMENT, THE PROGRAM, YOUR RADICAL SITE URL OR PERSONAL WEBSITE, AND THE SERVICE OFFERINGS WILL NOT EXCEED THE GREATER OF (I) THE TOTAL COMMISSIONS PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED; OR (II) \$100.

18. **Disclaimers.** THE PROGRAM, YOUR RADICAL SITE URL AND YOUR RADICAL SITE AND ALL OTHER MATERIALS PROVIDED TO YOU BY US IN CONNECTION WITH THE PROGRAM (COLLECTIVELY THE “SERVICE OFFERINGS”) ARE PROVIDED “AS IS.” NEITHER WE NOR ANY OF OUR SERVICE PROVIDERS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE OFFERINGS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WE AND OUR SERVICE PROVIDERS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICE OFFERINGS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. WE MAY DISCONTINUE ANY SERVICE OFFERING, OR MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF ANY SERVICE OFFERING, AT ANY TIME AND FROM TIME TO TIME. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WARRANT THAT THE SERVICE OFFERINGS WILL CONTINUE TO BE PROVIDED, WILL FUNCTION AS DESCRIBED, CONSISTENTLY OR IN ANY PARTICULAR MANNER, OR WILL BE UNINTERRUPTED, ACCURATE, ERROR FREE, OR FREE OF HARMFUL COMPONENTS. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR (A) ANY ERRORS, INACCURACIES, OR SERVICE INTERRUPTIONS, INCLUDING POWER OUTAGES OR SYSTEM FAILURES; OR (B) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, OR LOSS OF, YOUR SITE OR ANY DATA, IMAGES, TEXT, OR OTHER INFORMATION OR CONTENT. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY OTHER PERSON OR ENTITY OR THROUGH THE PROGRAM WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. FURTHER, NEITHER WE NOR ANY OF OUR SERVICE PROVIDERS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (X) ANY LOSS OF PROSPECTIVE PROFITS OR REVENUE, ANTICIPATED SALES, GOODWILL, OR OTHER BENEFITS, (Y) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM, OR (Z) ANY TERMINATION OF THIS AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM.

19. **Arbitration Agreement.** You and we agree that any dispute, controversy or claim arising out of or relating to this Agreement, our Products or services, or otherwise relating to us in

any way (collectively, “Covered Matters”) will be resolved in accordance with the provisions set forth in this Section.

(a) Applicable Law. United States federal law, and (to the extent not inconsistent with or pre-empted by federal law) the laws of California, without regard to conflict of laws principles, will govern all Covered Matters.

(b) Arbitration. This Agreement evidences a transaction involving interstate commerce, and the Federal Arbitration Act applies in all cases and governs the interpretation and enforcement of the arbitration rules and arbitration proceedings. Any claims must be asserted individually in binding arbitration administered by JAMS in accordance with the JAMS Rules and Procedures, which are available on the JAMS website at <https://www.jamsadr.com/adr-rules-procedures/>. The arbitrator shall apply the Federal Rules of Evidence and the parties will be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure. The arbitrator shall not conduct any form of class or collective arbitration and will not join or consolidate claims by or for individuals. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including, any claim that all or any part of this Agreement is void or voidable or a particular claim is subject to arbitration. However, judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(c) Confidentiality. The parties, their respective agents and attorneys, and the arbitrator will maintain the confidentiality of the arbitration proceedings and all evidence associated with the arbitration, and will not disclose to any third party:

1. The substance of, facts underlying, or basis for, the controversy, dispute, or claim;
2. The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
3. The pleadings, the content of any pleadings, and exhibits to the pleadings, filed in any arbitration proceeding;
4. The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
5. The terms or amount of any arbitration award; or
6. The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding this confidentiality provision, nothing herein will limit the right or ability of a party to disclose evidence or allegations relating to the dispute to any individual who is, or who may be, a witness to the dispute.

(d) Award. For matters where the relief sought is over \$5,000, the arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator’s award of damages must be consistent with the “Limitation of Liability” clause set forth in this Agreement. The arbitrator shall not be bound by rulings in prior arbitrations

involving different Site/Service users, but is bound by rulings in prior arbitrations involving the same Site/Service user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM OR CLAIMS. ANY RELIEF AWARDED CANNOT AFFECT OTHER SITE/SERVICE USERS.

(e) Exceptions. There are only two exceptions to this arbitration agreement:

(i) If we reasonably believe that you have violated or threatened to violate this Agreement, we may seek injunctive or other appropriate relief in any court of competent jurisdiction.

(ii) You may resolve any claim of \$500 or less in small claims court in the jurisdiction in which you reside so long as it is the only forum in which the dispute is pending and so long as the matter advances only on an individual (non-class, non-representative) basis.

(f) Costs. Payment of all filing, administration, and arbitrator fees will be governed by JAMS' rules, unless otherwise stated in this Arbitration Agreement. Each party is responsible for its own costs and expenses of arbitration. However, if the value of the relief sought is \$5,000 or less, at your request, we will reimburse you for all filing, administration, and arbitrator fees associated with the arbitration following the earlier of the arbitrator's decision or settlement, unless the arbitrator determines the claim or claims you have asserted are frivolous.

(g) Future Amendments to the Arbitration Agreement. Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any amendment to this Arbitration Agreement in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against us prior to the effective date of the amendment. However, the amendment will apply to all other disputes or claims between you and us. If you do not agree to these amended terms, you may close your account within thirty (30) days of the posting or notification and you will not be bound by the amended terms.

(h) Judicial Forum for Legal Disputes. Unless you and we agree otherwise, in the event that the agreement to arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the agreement to arbitrate, as a result of a decision by the arbitrator or a court order or because you have chosen to file an eligible lawsuit in small claims court, you agree that any claim or dispute that has arisen or may arise between you and us must be resolved exclusively by a state, federal, or small claims court located in Los Angeles County, California. You and we agree to submit to the exclusive personal jurisdiction of the courts located within Los Angeles County, California for the purpose of litigating all such claims or disputes.

(i) Opt-Out. YOU CAN CHOOSE TO REJECT ARBITRATION ("OPT-OUT") BY EMAILING US AN OPT-OUT NOTICE TO customercare@radicalskincare.com ("OPT-OUT NOTICE") OR VIA US MAIL TO: customercare@radicalskincare.com WITHIN THIRTY (30)

DAYS AFTER THE DATE YOUR RADICAL APPLICATION IS ACCEPTED BY US. In order to opt-out, you must email your name, address (including street address, city, state, and zip code), and email address associated with your account to which the opt-out applies and an unaltered digital image of a valid photo ID card which matches the name on your account to customercare@radicalskincare.com. This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of this Agreement and this Section will continue to apply to you. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

(j) WAIVER. BY AGREEING TO THESE TERMS, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A COURT TRIAL (OTHER THAN SMALL CLAIMS COURT AS PROVIDED BELOW) OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES.

(k) STATUTE OF LIMITATIONS. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR OUR PRODUCTS OR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES OR IT WILL BE FOREVER BARRED.

20. Miscellaneous. You represent and warrant that you have the unrestricted right and authority to enter into this Agreement and the rights granted to us as described herein do not conflict with any agreement you have with any third party. You hereby consent to transact hereunder via electronic means and we may send notifications or approvals and other communications to your email address on file and you will be deemed to have received all such notices even if the email address you have provided us with is no longer active. You may not assign this Agreement, by operation of law or otherwise. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. In the event of any conflict between this Agreement and any other agreements between the parties, the terms of this Agreement will control. Whenever used in this Agreement, the terms “include(s),” “including,” “e.g.,” and “for example” mean, respectively, “include(s), without limitation,” “including, without limitation,” “e.g., without limitation,” and “for example, without limitation.” Should any part, term or provision of this Agreement be held void, illegal, unenforceable or in conflict with any law, the validity of the remaining parts or provisions shall not be affected thereby. Any determinations or updates that may be made by us, any actions that may be taken by us, and any approvals that may be given by us under this Agreement, may be made, taken, or given in our sole discretion.