

# Terms & Conditions

## OVERVIEW

This website is operated by Karina Harris Corporation. Throughout the site, the terms “we”, “us” and “our” refer to Karina Harris Corporation. Karina Harris Corporation offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted Wordpress using Woocommerce. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

## SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

## **SECTION 2 - GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## **SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## **SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## **SECTION 5 - PRODUCTS OR SERVICES**

Certain products may be available exclusively online through the website. These products may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## **SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

## **SECTION 7 - OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## **SECTION 8 - THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand

them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **SECTION 10 - PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

## **SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **SECTION 12 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Karina Harris Corporation, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### **SECTION 14 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Karina Harris Corporation and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### **SECTION 15 - SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **SECTION 16 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **SECTION 17 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **SECTION 18 - GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of United States.

## **SECTION 19 - CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## **SECTION 20 - INDEPENDENT AFFILIATES REPLICATING WEBSITE AND VIRTUAL BACK-OFFICE TERMS OF US**

By checking the terms you authorize Karina Harris to automatically charge your fee of \$10.00 per month for the Karina Harris online marketing system and backoffice and \$49.95 annual renewal every 12 months. You may cancel any future recurring charges by contacting the companies' support department at [support@karinaharris.com](mailto:support@karinaharris.com).



## **SECTION 21 - CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at [support@karinaharris.com](mailto:support@karinaharris.com).

Karina Harris LLC

8315 Normandy St SE, East Olympia, WA 98540

### **Additional Terms**

Your use of this Karina Harris LLC website is subject to the following terms of use. If you are a visitor and you do not agree to these terms of use, your sole recourse is to leave the Site.

The Company may amend these Terms of Use at its discretion. Amendments shall become effective upon publication. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The Company may change the site or delete Content or features of the Site at any time, in any way, for any or no reason at our discretion.

All information, materials, functions, and other Site content (including Submissions as defined in Paragraph 7) provided on the site, such as text, graphics, images, etc. is our property or the property of our licensors and is protected by the U.S. and international copyright laws. The collection, arrangement, and assembly of all Content on the site is the exclusive property of the company and is protected by the U.S. and international copyright laws. Except as stated herein or as otherwise provided in an express authorization from us, no material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. Any unauthorized use of any material contained on the site is strictly prohibited.

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make any representations about such websites or any information or materials found there, or any results that may be obtained from using them. If you access any third-party websites linked from the Site, you do so at your own risk.

You may not place hyperlinks to the Site without receiving the Company's™ prior written consent. Unless you receive express written consent from the Company, your request to link to the Site shall be deemed denied. Unless otherwise permitted in writing signed by an authorized representative of Karina Harris, a website that links to the Site: Shall not imply, either directly or indirectly, that Karina Harris is endorsing its products; endorsing its products; Shall comply with the provisions of Section 10; Shall not use any of the Company's™ Trademarks or the Trademarks of our licensors; Shall not contain content or material that could be construed as offensive, controversial or distasteful and should only contain content that is appropriate for all age groups; Shall not disparage Karina Harris, its officers, agents, employees, products, or services in any way or otherwise negatively affect or harm t's/their reputation and goodwill; Shall not present false or misleading information about the Company or the Karina Harris opportunity; Shall not misrepresent any relationship with Karina Harris; Shall not replicate in any manner any content in the Site, and Shall not create a browser or border environment around Site material.

For purposes of these Terms of Use, the word Submissions means text, content, advertisements, promotional material, graphics, audios, text, messages, ideas, concepts, suggestions, artwork, photographs, drawings, videos, audiovisual works, your and/or other person's™ names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate, advertise, or otherwise distribute on or through the Site. through the Site. Karina Harris is pleased to receive your comments, suggestions, and Submissions regarding the Site, our products and services, and our opportunity. If you transmit to Karina Harris, post, or upload any Submissions to or through the Site, you grant the Company and its affiliates a non-exclusive, royalty-free, perpetual and irrevocable right to use, reproduce, modify, adapt, publish, translate, distribute and incorporate such Submissions and the names identified on the Submissions throughout the world in any media for any and all commercial and non-commercial purposes. By communicating a Submission to the Company, you represent and warrant that the Submission and your communication thereof conform to the Rules of Conduct set forth in Paragraph 10 below and all other requirements of these Terms of Use and that you own or have the necessary rights, licenses, consents, and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize us to exploit, such Submission in all manners contemplated by these Terms of Use.

A Public Forum means an area or feature offered as part of the Site that offers the opportunity for users to distribute Submissions for viewing by one or more Site users, including, but not limited to, a chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, blog, or e-mail function. You acknowledge that Public Forums and features offered therein are for public and not private communications, and you have no expectation of privacy with regard to any Submission to a Public Forum. We cannot guarantee the security of any information you disclose through any of these media; you make

such disclosures at your own risk. You are and shall remain solely responsible for the Submissions you distribute on or through the Site under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting the same. We have no duty to monitor any Public Forum. You should be skeptical about information provided by others, and you acknowledge that the use of any Submission posted in any Public Forum is at your own risk. Karina Harris is not responsible for, and does not endorse, the opinions, advice or recommendations posted or sent by users in any Public Forum and the Company specifically disclaims any and all liability in connection therewith. Submissions you distribute on or through the Site under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting the same. We have no duty to monitor any Public Forum. You should be skeptical about information provided by others, and you acknowledge that the use of any Submission posted in any Public Forum is at your own risk. Karina Harris is not responsible for, and does not endorse, the opinions, advice, or recommendations posted or sent by users in any Public Forum and the Company specifically disclaims any and all liability in connection therewith. You agree that you will not upload, post, or otherwise distribute, or link to or from the Site any Submission, Content, or material that: Promotes the sale of any non-Karina Harris™ products or services; is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is profane, violent, vulgar, obscene, pornographic, or otherwise sexually explicit; (d) otherwise harms or can reasonably be expected to harm any person or entity; (e) is libelous, slanderous, defamatory, or violates the law. s illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug use, harassment, theft, or conspiracy to commit any criminal activity; infringes or violates any right of a third party including (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation; person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation; contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Site or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Site; does not generally pertain to the designated topic or theme of the relevant Public Forum or violates any specific restrictions applicable to a Public Forum; or is antisocial, disruptive, or destructive, including, spamming, flooding, trolling, and griefing, as those terms are commonly understood and used on the Internet. We cannot and do not assure that other users are or will be complying with the foregoing Rules of Conduct or any other provisions of the agreement, and, as between you and Karina Harris, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

Karina Harris reserves the right but disclaims any obligation or responsibility, to (a) refuse to post or remove, any Submission from the Site that violates these Terms of Use; and (b) identify any user to third parties; and/or (c) disclose to third parties any Submission or personally identifiable information when we believe in good faith that such identification or disclosure will either: (i) facilitate compliance with laws, including but not limited to, compliance with a court

order or subpoena, or (ii) help to enforce the Agreement and/or protect the safety or security of any person or property, including the Site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever. any reason or no reason whatsoever.

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Without the prior written consent of the Company, you may not: (a) transfer, assign, rent, use, copy or modify the Site or the web pages created through the Site, in whole or in part, except as expressly permitted in this Agreement; (b) decompile, reverse assemble or otherwise reverse engineer the Site, except to the extent the foregoing the restriction is expressly prohibited under applicable law; (c) reproduce, disclose, market, lease, transfer, distribute or revise the Site or the associated web pages; (d) distribute any executable versions of the site to third parties or use such executables in excess of the limitations set forth above; (e) use the Site to provide facility management, service bureau or other access or use of the program for the benefit of

third parties; (f) You will not remove, alter or destroy any copyright notices, proprietary legends or other indicia of ownership.

The company may offer features such as bulletin boards or e-mail functions as part of the Site (referred to as Interactive Medium). You may not submit any material that is unlawful, harmful, harassing, threatening, abusive, hateful, libelous, defamatory, obscene, pornographic, profane, vulgar, indecent, sexually explicit, or otherwise objectionable that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law. Please do not submit any material that is protected by copyright, patent, or other proprietary rights without obtaining permission of the copyright or patent owner or licensor. The Interactive Medium shall not be used for any commercial purposes. You will not submit any material to solicit funds or to promote, advertise, or solicit the sale of any other goods, services, businesses, or business opportunities. Any information or material submitted by you to the Company through the Interactive Medium will be deemed non-proprietary and non-confidential and may be used by Company without restriction. Without limiting the foregoing, by offering any information or material through the Company Site (e.g., through chat, bulletin boards, e-mail, contests, or otherwise), you grant to Company the worldwide, perpetual, royalty-free, irrevocable, nonexclusive right and license to use, reproduce, modify, edit, publish, make derivative works from and distribute such information or materials in any and all forms and media, now or hereafter discovered. Notwithstanding the foregoing, all personal data (e.g., name, address, and telephone number) provided to Company will be handled in accordance with Company's Privacy Statement. The company reserves the right, in its sole discretion, to edit any submission, and to choose to include or not include such submission in the Interactive Medium. The Interactive Medium includes the opinions, statements, and other content of third parties. We are not responsible for screening, monitoring, or verifying such content, including such content's accuracy, reliability, or compliance with copyright or other laws. Any opinions, statements, or other content expressed by third parties are those of such third parties and not of Company. The company does not endorse any such opinion, statement, or other material posted on or accessible through the Interactive Medium.

Except as otherwise provided in these Terms of Use, any controversy or claim arising out of or relating to these Terms of Use, or the breach thereof, shall be settled through confidential arbitration. The Parties waive rights to trial by jury or to any court. The arbitration shall be filed with and administered by, the American Arbitration Association in accordance with the AAA's Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA's website at [www.adr.org](http://www.adr.org). Copies of the AAA's Commercial Arbitration Rules and Mediation Procedures will also be emailed to Distributors upon request to Karina Harris™ customer Service Department. Notwithstanding the rules of the AAA, unless otherwise stipulated by the Parties, the following shall apply to all Arbitration actions: shall be filed with, and administered by, the American Arbitration Association in accordance with the AAA's Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA's website at [www.adr.org](http://www.adr.org). Copies of the AAA's Commercial Arbitration Rules and Mediation Procedures will also be emailed to Distributors upon request to Karina Harris™ customer Service Department. Notwithstanding the rules of the AAA, unless otherwise stipulated by the Parties, 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 Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Washington without regard to principles of conflicts of laws shall govern all other matters relating to or arising from the Agreement, The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed, and shall last no more than five business days; The Parties shall be allotted equal time to present their respective cases; The arbitration shall be brought on an individual basis and not as part of a class or consolidated action. All arbitration proceedings shall be held in Olympia, Washington. There shall be one arbitrator selected from the panel that the AAA provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court to which the Parties have consented to jurisdiction as set forth in the Agreement. This agreement to arbitrate shall survive the cancellation or termination of the Agreement. There shall be one arbitrator selected from the panel that the AAA provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court to which the Parties have consented to jurisdiction as set forth in the Agreement. This agreement to arbitrate shall survive the cancellation or termination of the Agreement. The parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to third parties: The parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to third parties: The substance or content of any settlement offer or settlement discussions or offers associated with the dispute; The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding; The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration; The terms or amount of any arbitration award; The rulings of the arbitrator on the procedural and/or substantive issues involved in the case. Notwithstanding the foregoing, nothing in the Agreement shall prevent either party from applying to and obtaining from any court to which the Parties have consented to jurisdiction as set forth in the Agreement a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its intellectual property rights, trade secrets, and/or confidential information. rights, trade secrets, and/or confidential information.

By using the Site, you authorize the Company to periodically send you information and updates relating to the Company's business, products, programs, promotions, and other matters.

Karina Harris does not guarantee that the Site will be free from interruption. The Site may be subject to shutdown from time to time for maintenance, technical issues, and/or causes beyond Karina Harris's™ control. You agree that Karina Harris shall have no liability for any loss caused by any shutdown or interruption.

PRIVACY POLICY

You have entered the corporate website of Karina Harris LLC (referred to herein as Karina Harris's). This Site is operated by Karina Harris and is hosted on the server of Karina Harris's third-party technology provider. The information you submit on this site is sent to / accessed by Karina Harris. By visiting this Site and providing information to Karina Harris you consent to the following privacy policy, use, and disclosure of information.

#### PERSONALLY IDENTIFIABLE INFORMATION

Through your use of or visits to our websites, you may be required or requested to provide personally identifiable information to us. Personally, identifiable information is any piece of information that can potentially be used to uniquely identify, contact, or locate a single person including names, addresses, email addresses, or telephone numbers. We use this information to maintain contact with customers.

#### PERSONALLY IDENTIFIABLE INFORMATION

Karina Harris DOES NOT share personally identifiable information with third parties except as set forth in this privacy policy.

#### AGGREGATE INFORMATION (NON-PERSONALLY IDENTIFIABLE)

Karina Harris may share aggregated demographic information with our partners, vendors, suppliers, third-party providers, and advertisers. This is not linked to any personally identifiable information.

#### BUSINESS TRANSITIONS

In the event, Karina Harris goes through a business transition, such as a merger, being acquired by another company, or selling a portion of its assets, the personal information of customers will, in most instances, be part of the assets transferred to the acquiring entity.

#### LAW ENFORCEMENT, JUDICIAL AND ADMINISTRATIVE

#### AGENCY DISCLOSURES

Karina Harris will provide confidential and personally identifiable information as necessary to comply with judicial and administrative orders, subpoenas, civil or criminal investigative demands, administrative and regulatory demands, and other legal obligations. In order for Karina Harris to conduct business in certain jurisdictions, Karina Harris may be called upon to disclose certain personally identifiable and confidential information to regulatory authorities in those jurisdictions. Such information may include but is not limited to, personally identifiable information. We will provide such information as we deem necessary.

#### COMMUNICATION FROM US

#### SPECIAL OFFERS AND UPDATES



Karina Harris may send an email or communicate with you via blogs with information about Karina Harris. information about Karina Harris.

## SERVICE ANNOUNCEMENTS

On rare occasions, it is necessary to send out a strictly service-related announcement. For instance, if our service is temporarily suspended for maintenance we might send visitors an email.

## CUSTOMER SERVICE

Karina Harris communicates with visitors via email, blogs, and social media.

## MISCELLANEOUS

### CHANGES TO THIS PRIVACY POLICY

Karina Harris reserves the right to amend or change this privacy policy at any time at its sole discretion.

## LINKS

Karina Harris's site may contain links to or from other sites. Please be aware that Karina Harris is not responsible for the privacy practices of such other sites. We encourage users to be aware when they leave our site and to read the privacy statements of each and every website that collects personally identifiable information.

## WASHINGTON STATE ONLINE PRIVACY PROTECTION ACT COMPLIANCE

Because we value your privacy we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We, therefore, will not distribute your personal information to outside parties without your consent.

## CHILDREN'S ONLINE PRIVACY PROTECTION ACT COMPLIANCE

We are in compliance with the requirements of COPPA (Children's Online Privacy Protection Act), we do not knowingly collect any information from anyone under 13 years of age. Our website, products, and services are all directed to people who are at least 13 years old.

## ONLINE PRIVACY POLICY ONLY

This online privacy policy applies only to information collected through our website and not to information collected offline.

## QUESTIONS

Questions regarding this Privacy Policy should be directed to [privacy-support@indiahicks.com](mailto:privacy-support@indiahicks.com) or by mail to Karina Harris LLC P.O. 8315 Normandy St SE, East Olympia, WA 98540

## EFFECTIVE DATE

The effective date of this Privacy Policy is August 28th, 2022.

## SHIPPING

All orders are shipped within 7 business days unless otherwise noted and shipped through United Postal Service.

## REFUND POLICY FOR CUSTOMERS AND AFFILIATES

We want you to be 100% satisfied with your purchase, and stand by the quality of our products. Should you for any reason be unhappy with your purchase under \$200 we will issue a refund to your credit card or exchange an unsatisfactory product for another one of equal or lesser value if postmarked to be returned back to us within 30 days.

Please note we can only accept back Karina Harris products that were directly purchased through [KarinaHarris.com](http://KarinaHarris.com), We do not sell Karina Harris Skincare & Cosmetic products through other websites, we do not sell on Amazon, Ebay, or any others. We will not accept products that were purchased from a third-party retailer.

If you purchase our products, you are never allowed to sell our products on a third party such as Amazon, Ebay, Etsy, or Poshmark.

## Returns/Exchanges

Please follow the steps below to return your purchase:

- Please email customer service representative to let them know that you would like to return your item at [support@karinaharris.com](mailto:support@karinaharris.com) If you do not have your invoice you may print and send your email order confirmation. Please indicate the products you wish to return or exchange. If exchanging, please also include the product(s) you would like an exchange for. We will call you if additional funds are required for the exchange order. If you do not have your invoice or email order confirmation please email [support@karinaharris.com](mailto:support@karinaharris.com) to get your order number.
- Karina Harris is not responsible for return shipping costs. Please make a copy of your invoice and keep for your records.
- The return must be postmarked within 30 days of receipt of the product, and the product must be mostly full. Multiple exchanges or returns will not be allowed. Only one full refund per person.
- Please ship the products to the address below to ensure that your return remains eligible for a refund.

- For all Jennifer Bradley product returns, please use the following address:

Karina Harris Co  
c/o Return Department  
8315 Normandy St SE, East Olympia, WA 98540

- We will notify you via email once your refund/exchange has been processed.
- All bundled items (from Kits, Sets, Collections, numerous products for a lower price) must be returned with all components and unopened for a full refund. If returning one item from a purchase of Kits, Sets or Collections at a discounted rate will you receive an exchange of equal or lesser value only.
- Purchases made with any payment plan company: Flexible payment plans are eligible for refund or exchange of equal or lesser value as long as the product is 100% paid off. Any refund or exchange will incur a \$10.00 refund/exchange fee.
- Refunds will only be credited to the original method of payment.
- Shipping fees, duties, taxes and/or customs fees are non-refundable.
- Please allow up to 14 business days from receipt of returned items to process a return and credit your account. A credit should appear on your statement within 2 full billing cycles.

### **Damaged Items**

If you receive a product that is defective or damaged you must send us a photo and description of the issue within 48 hours of receipt of the product. Refunds or exchanges will not be honored after 48 hours.