

Terms and Conditions of Website Use

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1. General

We at NasCia Naturals, LLC. (referred to as “we” welcome you to the nascianaturals.com website. Please review the following Terms and Conditions (“Terms and Conditions”) governing your use of our website. Please note that your use of our website constitutes your agreement to follow and be bound by these Terms and Conditions. We may modify these Terms and Conditions or other policies set forth on the Site from time to time. When we modify these Terms and Conditions, we will update the “Last Updated” line above. It is your responsibility to regularly review these Terms and Conditions. Your use of our website following the posting of an updated Terms and Conditions constitutes your acceptance of such updated Terms and Conditions.

The information provided by our website is intended solely for informational purposes and is not intended to be used for medical diagnostic purposes or to serve as a recommendation for treatment and/or management of any medical condition. Information on our website should not be used in place of consultation with a physician or other qualified health provider.

2. License to Use Site

We grant you a personal, limited, non-exclusive and revocable license to access and make personal use of our website. You may not download (other than page caching) or modify any content from our website. This license does not include the right to any resale or commercial use of any content on this website; any collection and use of any product listings, descriptions, or prices; any derivative use of the website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. No portion of our website may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information of NasCia

Naturals (including images, text, page layout, or form) without our express written consent. You may not use any meta tags, meta names or any other "hidden text" that uses our name or trademarks without our express written consent. Any unauthorized use of our website will terminate the license.

3. E-Mails

When you visit nascianaturals.com or send e-mails to us, you are communicating with us electronically, and you consent to receive communications from us electronically. We will communicate with you by electronic mail or US Mail sent to the mailing address we have for you in our records. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that those communications be in writing.

4. User Content

User Content means all ideas, information or content – which would include, user reviews, comments, feedback and other user-generated submissions – in all forms, including, but not limited to, images, graphics, data, software, photographs, videos, sounds, music, audio recordings, that you:

- (i) submit or post on our Website, on any of our blogs, social media accounts or through tools or applications we provide for posting or sharing such content with us; or
- (ii) posted or uploaded to social media accounts, including but not limited to Instagram, Twitter, Facebook, and Pinterest, tagged with #nascianaturals or other NasCia Naturals promoted hashtags.

Rights you are granting us to User Content

By submitting User Content, you grant to NasCia Naturals and its third-party service providers who provide content storage or management services, a worldwide, perpetual, irrevocable, royalty-free, fully-paid, non-exclusive, sublicensable and transferable right to use, copy, publish, sell, display, broadcast, host, archive, store, cache, reproduce, distribute, transmit, create derivative works from, combine with other materials, alter and/or edit or otherwise exploit all or any portion of the User Content, as well as your name, persona and likeness included in any User Content and your social media account handle, username, real name, profile picture and/or any other information associated with the User Content, in any commercial or noncommercial manner, in whole or in part, in any and all distribution channels, forms, media or technology, whether now known or later developed, including, but not limited to, in stores, printed marketing materials, emails, web pages, social media accounts and for any other marketing, advertising, public relations, sales or promotional purposes with or without attribution, and without further notice or obligation to you and without payment of money or any other form of consideration.

Representations you are making about the User Content

By submitting User Content, you represent and warrant that (i) you own or control all rights in and to your User Content, and if the User Content is subject to third party proprietary rights, you have all necessary licenses, rights, consents, and permissions to create your User Content and to grant the rights granted to us above, including permission from all person(s) appearing in your User Content; (ii) you are 18 years of age or older; (iii) your User Content does not contain false or misleading information; (iv) you are legally entitled to create and make available your User Content, and the Licensed Parties' use of your User Content as described above will not violate the rights, including but not limited to copyright, trademark, privacy, publicity or other proprietary rights, of any third party or any law; and (v) your User Content is not libelous, defamatory, obscene, pornographic, abusive, indecent, offensive, threatening or otherwise harassing or hateful content. You are solely responsible for your User Content and hereby release and agree to hold the Licensed Parties, and any person

acting on their behalf, harmless from any liability related in any way to the Licensed Parties' use of your User Content.

Product Reviews

We encourage you to submit product reviews. While we generally will display reviews in their original form, we may edit reviews by shortening them. If you submit a review, your email address and other nonpublic personally identifiable information that we have about you will be kept private. Any personally identifiable information that you submit as part of your review will be public and can be used by other visitors to the Website.

5. Claims of Copyright Infringement

Notification of Infringement

We respect the intellectual property rights of others. If you believe User Content that we are displaying on the Website or any of our social media platforms infringes a copyright, please submit a written notice to us at our address listed below, including the following information required by the Digital Millennium Copyright Act ("DMCA") (see 17 U.S.C. 512(c)(3) for further information):

- Identify the copyrighted work(s) you claim is infringed.
- Identify the material you claim is infringing the copyright(s) and provide enough information for us to reasonably locate that material.
- Include a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf (the "Claimant").
- Include the Claimant's name, address, and telephone number(s).
- Include a statement that the Claimant has a good faith belief that use of the disputed material is not authorized by the copyright owner or his agent.
- Include a statement, under penalty of perjury, that the information in the notification of copyright infringement is accurate and that the Claimant is authorized to act on behalf of the copyright owner.

Copyright Agent

The address for the designated Copyright Agent for notice of claims of infringement under the DMCA is as follows:

NasCia Naturals, LL
Attn: Copyright Agent
6605 NW Caney Creek Dr.
Kansas City, MO 64151 copyright@janeiredale.com
1-816-679-1060

Only notices of alleged copyright infringement should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to NasCia Naturals customer service at nascianaturals@gmail.com. You acknowledge that if you fail to comply with all of the notice requirements of the DMCA, your notice may not be valid.

Counter-Notification

If you believe that any User Content of yours that was removed is not infringing, or that you have the appropriate rights from the copyright owner or third party, or pursuant to the law, to post and use the material in your User Content, you may send a counter-notification containing the following information to the Copyright Agent: (i) your physical or electronic signature; (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled; (iii) a statement (under penalty of perjury) that

you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the material; and (iv) your name, address, telephone number, and e-mail address, along with a statement that you consent to the jurisdiction of the United States federal court in the commonwealth or state you are located and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter notification is received by the Copyright Agent, IC shall send a copy of such counter notification to the original notifying party. The original notifying party shall have ten (10) business days to file an action for copyright infringement and seek a court order against the content provider or user posting such material. If no such infringement action is filed within such 10 business days, IC may, in its sole discretion, reinstate the removed material or cease disabling such material.

Restriction or Termination of Access for Infringement

In accordance with the DMCA and other applicable law, NasCia Naturals shall, in appropriate circumstances, terminate access to the Website, at NasCia Naturals sole discretion, of any user that we find to be a repeat infringer of other's copyrights. NasCia Naturals may also, in its sole discretion, limit or fully terminate access to the Website of any user infringing the intellectual property rights of others, regardless of whether such user is repeat offender or not.

6. Sweepstakes, Contests and Similar Promotions

Any sweepstake, contest or similar promotion made available through our website may be governed by rules specific to that contest, sweepstake or other promotion. By participating in any such sweepstakes, contest or promotion, you agree to be governed by those rules, which may vary from these terms of use. Please read carefully the applicable rules for any of our sweepstakes, contests or promotions.

7. Product Descriptions

From time to time our website may contain typographical errors, inaccuracies, or omissions relating to product descriptions, pricing and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We apologize for any inconvenience this may cause you. If a product offered by janeiredale.com is not as described, your remedy is to return it in its unused condition for a refund.

8. Pricing Information

The prices on our website are displayed in U.S. Dollars and are valid and effective only in the United States.

9. Links to Other Web Sites and Services

For your convenience, our website may provide links to third party websites. We do not assume any responsibility for the (a) content of, (b) technology implemented by, or (c) privacy practices of these sites. You use those third party sites at your own risk. You should review each site's privacy policy and terms of use before you use or register on the site. Just because a link to a third-party site is available on our website does not mean we endorse that site. Because we do not control the availability or content of third-party sites any concerns regarding any such website, service or resource; any link to that site; or the treatment of your personal information should be directed to the particular site.

10. Disclaimer of Warranties and Limitation of Liability

OUR WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE

OPERATION OF OUR WEBSITE OR ITS INFORMATION, CONTENT, MATERIALS, OR PRODUCTS. YOU EXPRESSLY AGREE THAT YOU USE THIS SITE AT YOUR OWN RISK.

TO THE FULL EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO OUR WEBSITE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THIS SITE, ITS SERVERS, OR THE E-MAIL WE SEND ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF OUR WEBSITE, FOR YOUR ACTION OR INACTION IN CONNECTION WITH OUR WEBSITE, OR FOR ANY DAMAGE TO YOUR COMPUTER OR DATA OR ANY OTHER DAMAGE YOU MAY INCUR IN CONNECTION WITH OUR WEBSITE. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OUR WEBSITE, THE INFORMATION ON OUR WEBSITE, THE DELAY OR INABILITY TO USE OUR WEBSITE OR OTHERWISE ARISING IN CONNECTION WITH OUR WEBSITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN OUR AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF OUR EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, SUPPLIERS AND SERVICE PROVIDERS) FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED \$100.

11. Account Information

If you use our website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You also agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use our website only with involvement of a parent or guardian. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders at our sole discretion.

12. Governing Law; Disputes

These terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any principles of conflicts of law. Subject to the Arbitration provision set forth in Section 17, you hereby consent and submit to the personal jurisdiction in the state courts located in Platte County, Missouri and the federal courts located in Jackson County, Missouri. If any provision of these terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. Any waiver of any provision of these terms must be in writing signed by an authorized representative of NasCia Naturals to be valid. A waiver of any provision of these terms and conditions shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future. This is the entire agreement between us relating to the subject matter herein and shall not be modified except as permitted under these terms and conditions.

IF YOU ARE A CONSUMER, HOWEVER, THIS PROVISION SHALL NOT BE CONSTRUED TO LIMIT YOUR RIGHTS UNDER CONSUMER PROTECTION LAWS OF YOUR STATE OF RESIDENCE AS SET FORTH IN SECTION 19.

13. Termination

This agreement is effective unless and until terminated by either you or us. You may terminate this agreement at any time provided that you discontinue any further use of our website. We also may terminate this agreement at any time,, and may deny you access to our website if in our sole discretion you fail to comply with any term or provision of this agreement. Upon any termination of this agreement by either you or us, you must promptly destroy all materials downloaded or otherwise obtained from our website, as well as all copies of such materials, whether made under the terms of this agreement or otherwise.

14. Privacy

We respect the privacy of our customers. Please read our Privacy Notice which is designed to help you understand the ways in which we collect, use, disclose and otherwise manage the personal information you provide to us.

15. DISPUTE RESOLUTION; INFORMAL RESOLUTION AND FORMAL RESOLUTION BY ARBITRATION/CLASS ACTION WAIVER

In order to expedite and control the cost of disputes, you and IC agree that any legal or equitable claim relating to use of this website or the purchase of any IC product from this website (referred to as a "Claim") will be resolved as follows:

A. Informal resolution:

You and IC will first attempt to resolve any Claim informally. In the event that any dispute between IC and you arises out of or relates to these Terms and Conditions, the applicability of these Terms and Conditions to the use of any IC Site, or purchase of any IC products from this Site, or to breach or enforcement, interpretation or validity of these Terms and Conditions, you and we agree to try to promptly resolve any such dispute informally. Please send a written notice describing the dispute to nascianaturals@gmail.com, Attn: Marketing

B. Formal resolution by Arbitration/Class Action Waiver:

READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION. You agree that any dispute, controversy or Claim arising out of or relating to these Terms and Conditions, the applicability of these Terms and Conditions as to the use of any IC site, or the purchase of any IC products from this website, or to breach or enforcement, interpretation or validity of these Terms and Conditions, or the determination of the scope or applicability of Arbitration shall be governed solely by the Federal Arbitration Act.

If you and NasCia Naturals cannot resolve a Claim informally, any Claim asserted by either party will be resolved only by binding arbitration. By agreeing to arbitration, both you and NasCia Naturals understand and agree that all disputes shall be decided by an arbitrator and that you are waiving your rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle disputes. Instead of suing in court, both you and NasCia Naturals each agree to settle disputes (except certain small claims) only by arbitration. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. The rules in arbitration are different. There is no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations stated in these Terms and Conditions as a court would.

The arbitration will be conducted under the JAMS Streamlined Arbitration Rules & Procedures (referred to as the "JAMS Rules") and under the rules set forth in these Terms and Conditions. If there is a conflict between JAMS Rules and the rules set forth in these Terms and Conditions, the rules set forth in these Terms and Conditions will govern. In arbitration, you may seek any and all remedies otherwise available to you pursuant to the law of the governing state. If you decide to initiate arbitration, NasCia Naturals agrees to pay the arbitration initiation fee and any additional

required deposit required by JAMS to initiate your arbitration. You and NasCia Naturals agree to pay the costs of the arbitration proceeding provided however that if you are a consumer you shall not be required to pay more than \$250.00 of the fees or such amount as the JAMS Rules may later prescribe. All other fees, such as attorneys' fees and expenses of travel to the arbitration, will be paid in accordance with JAMS Rules. The arbitration will be held at a location in your home town area if possible, unless you and NasCia Naturals both agree to another location or telephonic arbitration. To initiate arbitration, you or NasCia Naturals must do the following things:

- (1) Write a demand for arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.jamsadr.com.
- (2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee to: JAMS [to your local JAMS office] or to JAMS, One Beacon Street, Suite 2210, Boston, MA 02108-3106.
- (3) Send one copy of the Demand for Arbitration to the other party.

Special Rules in the Arbitration Proceeding. (i) The arbitrator has no authority to make errors of law and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any Federal or State court that has jurisdiction. (ii) Neither you nor NasCia Naturals shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. THIS MEANS THAT YOU WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN ANY CLASS OR CONSOLIDATED ACTION WHATSOEVER. Accordingly, you and NasCia Naturals agree that the JAMS Class Action Procedures do not apply to our arbitration. A court may sever any portion of this dispute resolution provision if it finds such unenforceable, except for the prohibition on class, representative and private attorney general arbitrations. Notwithstanding the obligation to arbitrate all Claims under these Terms and Conditions, you may assert an individual Claim in small claims court in lieu of arbitration.

16. LIMITED TIME TO FILE CLAIMS

You agree that you will assert any Claim arising out of your use of any NasCia Site or the purchase of any NasCia Naturals product from this website within one (1) year after the Claim arises, or such Claim will be barred.

17. EXCLUSIONS AND LIMITATIONS; CONSUMER PROTECTION NOTICE

If you are a consumer, the provisions in these Terms and Conditions are intended to be only as broad and inclusive as is permitted by the laws of your State of residence. If you are a New Jersey consumer, the terms of Sections 9, 10, 12, and 16 do not limit or waive your rights as a consumer under Missouri law and the provisions in these Terms and Conditions are intended to be only as broad and inclusive as is permitted by the laws of the State of Missouri. In any event, NasCia Naturals reserves all rights, defenses and permissible limitations under the law of your State of residence. Notwithstanding the foregoing, nothing in this Section shall modify Subsection 15(B) ("Formal Resolution by Arbitration/Class Action Waiver").

18. Contact Information

Karen Ives
NasCia Naturals, LLC
6605 NW Caney Creek Dr.
Kansas City, MO 64151
816-679-1060

