

## TERMS OF USE OF 2BWax LLC

1. **BINDING EFFECT.** This is a binding agreement (the "Agreement"). By using the Internet site located at 2bwax.com (the "Site") or any services provided thereby and/or purchasing any products sold in connection with the Site (the "Service"), you agree to carefully read and abide by these Terms of Use, as they may be amended by 2BWax LLC from time to time in its sole discretion. If you do not accept these Terms of Use, please do not use this Site. By ordering any products from and/or registering on the Site you grant 2BWax LLC the right to add your contact details to the 2BWax LLC database. From time to time 2BWax LLC may contact you about offers and new products. You may be easily removed from 2BWax LLC database by either unsubscribing via the unsubscribe link on this Site or contacting 2BWax LLC at [info@2bwax.com](mailto:info@2bwax.com) and requesting to be removed from any further marketing communications. 2BWax LLC will post a notice on the Site any time these Terms of Use have been changed or otherwise updated. It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Service and the Site. YOU AGREE THAT BY USING THE SERVICE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

2. **PRIVACY POLICY.** 2BWax LLC respects your privacy and permits you to control the treatment of your personal information. A complete statement of 2BWax LLC's current privacy policy can be found by clicking on the Site's privacy policy link. 2BWax LLC's privacy policy is expressly incorporated into this Agreement by this reference.

When you are required to open an account to use or access the Site or Service, you must complete the registration process by providing the complete and accurate information requested on the registration form. You will also be asked to provide a user name and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use the account, username, or password of someone else at any time. You agree to notify 2BWax LLC immediately on any unauthorized use of your account, user name, or password. 2BWax LLC shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by 2BWax LLC, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your account or password.

3. **PURCHASE OF PRODUCTS.** 2BWax LLC provides the ability for its users to place an order for 2BWax LLC products, including surfing wax and related apparel, accessories and products. You agree to pay all charges incurred by you or any users of your account and credit card or other applicable payment types at the prices for products in effect at the time such charges are incurred. Price and availability of any products are subject to change without notice and current prices are shown on the Site. Verification of information applicable to any order of any 2BWax LLC product may be required prior to 2BWax LLC's acceptance of any order. All prices are in U.S. Dollars and do not include delivery charges, which will be added to your order during checkout, and/or any import duties that may be added by the order destination country. You are responsible for paying any applicable taxes relating to your order. Delivery dates for

products are only estimates. Title and risk of loss for any orders pass to you upon delivery of the product(s) to 2BWax LLC's carrier. 2BWax LLC will not charge you until your order is shipped. 2BWax LLC reserves the right to ship partial orders and any portion of a partially shipped order may be charged to you when shipped. Your receipt of an electronic or other form of order confirmation does not signify acceptance of your order or constitute confirmation of our offer to sell. 2BWax LLC reserves the right at any time after receipt of your order to accept or decline your order for any reason. All orders placed must be pre-approved with an acceptable method of payment as established by 2BWax LLC and may require additional verification or information before accepting any order. All products you order are for your own personal use and enjoyment and may not be distributed for commercial purposes or resold.

**4. USE OF SOFTWARE.** 2BWax LLC may from time to time make certain software available to you from the Site. If you download software from the Site, the software, including all files and images contained in or generated by the software, and accompanying data (collectively, "Software") are deemed to be licensed to you by 2BWax LLC, for your personal, noncommercial, home use only. 2BWax LLC does not transfer either the title or the intellectual property rights to the Software, and 2BWax LLC retains full and complete title to the Software as well as all intellectual property rights therein. You may not sell, redistribute, or reproduce the Software without the expressed, written permission of 2BWax LLC, nor may you decompile, reverse-engineer, disassemble, or otherwise convert the Software to a human-perceivable form. All trademarks and logos are owned by 2BWax LLC or its licensors and you may not copy or use them in any manner, without the expressed, written permission of 2BWax LLC.

**5. USER CONTENT.** You grant 2BWax LLC a license to use the materials you post to the Site or Service. By posting, downloading, displaying, performing, transmitting, or otherwise distributing information or other content ("User Content") to the Site or Service, you are granting 2BWax LLC, its affiliates, officers, directors, employees, consultants, agents, and representatives a license to use User Content in connection with the operation of the Internet business of 2BWax LLC, its affiliates, officers, directors, employees, consultants, agents, and representatives, including without limitation, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat User Content. You will not be compensated for any User Content. You agree that 2BWax LLC may publish or otherwise disclose your name in connection with your User Content. By posting User Content on the Site or Service, you warrant and represent that you own the rights to the User Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute User Content.

**6. COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS.** 2BWax LLC is the owner and retains all proprietary rights to the Site, its Services and products provide by this Site and all associated copyrights, trademarks, brands service marks, patents or other proprietary rights under law. You are only permitted to use the Site and its contents as specifically authorized by 2BWax LLC under the terms of this Agreement.

2BWax LLC's trademarks and/or service marks may not be used in connection with any product or service not provided by 2BWax LLC, in any manner that is likely to cause confusion among customers or users of the Site, tarnishes or dilutes the marks, or disparages or discredits 2BWax LLC. 2BWax LLC's products available on the Site may be the subject of pending patent application(s). When accessing the Site or using the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright and trademark ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content (collectively, "Content") in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any Content you provide or transmit, or that is provided or transmitted using your User ID. The burden of proving that any Content does not violate any laws or third party rights rests solely with you.

**7. COPYRIGHT/TRADEMARK INFRINGEMENT.** 2BWax LLC has in place certain legally mandated procedures regarding allegations of copyright and/or trademark infringement occurring on the Site or with the Service. 2BWax LLC has adopted a policy that provides for the immediate suspension and/or termination of any Site or Service user who is found to have infringed on the rights of 2BWax LLC or of a third party, or otherwise violated any intellectual property laws or regulations. 2BWax LLC's policy is to investigate any allegations of copyright/trademark infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want 2BWax LLC to delete, edit, or disable the material in question, you must provide 2BWax LLC with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted/trademarked work claimed to have been infringed, or, if multiple copyrighted/trademarked works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit 2BWax LLC to locate the material; (d) information reasonably sufficient to permit 2BWax LLC to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright/trademark owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to 2BWax LLC's designated agent at:

2BWax, LLC, 6121 Malcolm Drive, San Diego, CA 92115; [info@2bwax.com](mailto:info@2bwax.com).

**8. INAPPROPRIATE CONTENT.** You shall not make the following types of Content available. You agree not to upload, download, display, perform, transmit, or otherwise distribute any Content that (a) is libelous, defamatory, obscene, pornographic, abusive, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. 2BWax LLC reserves the right to terminate your receipt, transmission, or other distribution of any such material using the Service, and, if applicable, to delete any such material from its servers. 2BWax LLC intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any applicable laws.

**9. ALLEGED VIOLATIONS.** 2BWax LLC reserves the right to terminate your use of the Service and/or the Site. To ensure that 2BWax LLC provides a high quality experience for you and for other users of the Site and the Service, you agree that 2BWax LLC or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site or the Service. 2BWax LLC does not intend to disclose the existence or occurrence of such an investigation unless required by law, but 2BWax LLC reserves the right to terminate your account or your access to the Site immediately, with or without notice to you, if 2BWax LLC believes that you have violated any of the Terms of Use, furnished 2BWax LLC with false or misleading information, or interfered with use of the Site or the Service by others.

**10. NO WARRANTIES.** 2BWAX LLC HEREBY DISCLAIMS ALL WARRANTIES. 2BWAX LLC IS MAKING THE SITE AVAILABLE "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, 2BWAX LLC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE AND SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. 2BWAX LLC DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

**11. DISCLAIMER OF WARRANTIES.** OTHER THAN AS EXPRESSLY SET FORTH IN THE PARAGRAPH HEREUNDER TITLED "LIMITED WARRANTY FOR PRODUCTS", 2BWAX LLC EXPRESSLY DISCLAIMS AND PROVIDES NO OTHER WARRANTIES FOR PRODUCTS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WARRANTIES, IF ANY, PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES OR MATERIALS AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY 2BWAX LLC.

**12. LIMITED WARRANTY FOR PRODUCTS.** 2BWax LLC provides a limited warranty to you that within a thirty (30) day period after delivery, products supplied by 2BWax LLC shall be free from defects in materials, design and workmanship. If a product is found to be nonconforming with this warranty within the thirty (30) day period following delivery of the product(s), then you may request a replacement product within that thirty (30) day period. No credits or refunds will be provided. Replacement of the product is your sole and exclusive remedy for any breach of such warranty. Please make all such warranty claims for a replacement product by emailing 2BWax LLC at [info@2bwax.com](mailto:info@2bwax.com) and you will receive a reply email instructing you how to process your warranty claim.

**13. LIMITED LIABILITY.** OTHER THAN AS EXPRESSLY SET FORTH IN THE PARAGRAPH HEREINABOVE TITLED "LIMITED WARRANTY FOR PRODUCTS", 2BWAX LLC'S LIABILITY TO YOU IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN NO EVENT SHALL 2BWAX LLC BE LIABLE FOR DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO YOU BY 2BWAX LLC. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER ANY DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION OR WHETHER 2BWAX LLC HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. YOUR EXCLUSIVE REMEDY AND 2BWAX LLC'S ENTIRE LIABILITY, IF ANY, FOR CLAIMS ARISING OUT OF THIS SITE OR THE SERVICE SHALL BE LIMITED TO THE AMOUNT YOU PAID 2BWAX LLC, IF ANY, FOR ANY PRODUCTS OR SERVICE AVAILABLE THROUGH THE SITE DURING THE SIX MONTH PERIOD BEFORE THE ACT GIVING RISE TO LIABILITY.

**14. AFFILIATED SITES.** 2BWax LLC has no control over, and no liability for any third party websites or materials. 2BWax LLC may work with a number of partners and affiliates whose Internet sites may be linked with the Site. Because neither 2BWax LLC nor the Site has control over the content and performance of these partner and affiliate sites, 2BWax LLC makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and 2BWax LLC assumes no responsibility or liability for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that 2BWax LLC makes no guarantees about, and assumes no responsibility or liability for, the accuracy, currency, content, or quality of this third party content, and that, unless expressly provided otherwise, these Terms of Use shall govern your use of any and all third party content.

**15. PROHIBITED USES.** 2BWax LLC imposes certain restrictions on your permissible use of the Site and the Service. You are prohibited from violating or attempting to violate any security features of the Site or Service, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Service, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing;” (d) using the Site or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by 2BWax LLC in providing the Site or Service. Any violation of system or network security may subject you to civil and/or criminal liability.

**16. INDEMNITY.** You agree to indemnify 2BWax LLC for certain of your acts and omissions. You agree to indemnify, defend, and hold harmless 2BWax LLC, its affiliates, officers, directors, employees, consultants, agents, attorneys and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Site, or its Service, your violation of these Terms of Use, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. 2BWax LLC will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

**17. COPYRIGHT/TRADEMARK.** All contents of Site or Service are: Copyright © 2013, 2BWax LLC, 6121 Malcolm Drive, San Diego, CA 92115. 2BWax is a duly registered trademark of 2B Wax LLC. All rights reserved.

**18. GOVERNING LAW.** These Terms of Use shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law or the United Nations Convention on the International Sale of goods. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in San Diego County, California, USA in all disputes arising out of or related to the use of the Site or Service.

**19. INTERNATIONAL USE.** This Site may be accessible worldwide. 2BWax LLC makes no representation that the materials, products or Service on this Site are appropriate or available for use in locations outside the United States, and accessing them from places where their contents are illegal is prohibited. If you choose to access this Site from outside of the United States, you do so on your own initiative and at your own risk and are responsible for compliance with local laws. This Site, the Service and

products provided under this Agreement may be subject to United States export regulations and laws and/or the export regulations and laws of other countries. You agree to strictly comply with all export laws and regulations, and assume sole responsibility for obtaining license to export as required. You represent and warrant that you are not located in a county that is subject to U.S. Government embargo and that you are not listed on any U.S. Government list of prohibited or restricted parties.

**20. CALIFORNIA USE ONLY.** The Site is controlled and operated by 2BWax LLC from its office(s) in the State of California. 2BWax LLC makes no representation that any of the materials, products or the services to which you have been given access are available or appropriate for use in other locations. Your use of or access to the Site should not be construed as 2BWax LLC's purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than California.

**21. SEVERABILITY; WAIVER.** If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. Any failure by 2BWax LLC to enforce or exercise any provision of this Agreement or related rights shall not constitute a waiver of that right.

**22. NO LICENSE.** Nothing contained on the Site should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by 2BWax LLC or by any third party.

**23. MODIFICATIONS.** 2BWax LLC may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or Service at any time. 2BWax LLC shall post any revision to these Terms of Use to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.

**24. ASSIGNMENT.** You agree that this Agreement may be assigned by 2BWax LLC, in its sole discretion, to any third party at any time. You are prohibited from assigning any of your rights and obligations under this Agreement and any attempt to do so will be deemed unenforceable.

**25. ENTIRE AGREEMENT.** This Agreement, together with the Site Privacy Policy, shall constitute the entire Agreement between you and 2BWax LLC concerning the subject matter hereof and supersedes any and all prior Agreements of the parties with respect hereto.

26. **NOTICES.** All notices to 2BWax LLC shall be in writing and shall be delivered either via email to [info@2bwax.com](mailto:info@2bwax.com) or conventional mail to 2BWax, LLC, 964 Fifth Avenue, Suite 511, San Diego, CA 92101.

27. **ACKNOWLEDGEMENT.** BY USING THE SERVICE, ACCESSING THE SITE OR PURCHASING ANY PRODUCT FROM THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.