

# Terms of Use

The Site is operated by **USA Beauty LLC** (“we,” “us,” or “our”). Our registered office address is 5850 T.G. Lee Boulevard, Ste. 210, Orlando, FL 32822.

This page (together with any documents referred to on it) sets out the terms of use (“Terms”) on which you may make use of this website (the “Site”). As a user of the Site (referred to as “you/your”), please read these Terms carefully before you start to use the Site. By using the Site, you indicate that you accept these Terms and that you agree to abide by them. If you do not accept these Terms and do not agree to abide by them, please refrain from using the Site immediately.

We may revise these Terms at any time, without notice, by amending this page (and any documents referred to on it). You are expected to check this page from time to time to take notice of any changes we may make, as they are binding on you as soon as we make them. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on the Site.

## Accessing the Site

Access to the Site is provided on a temporary basis and we reserve the right to withdraw access to the Site or amend any service we provide on the Site without notice. We will not be liable if, for any reason, the Site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your Internet connection are aware of these Terms and that they comply with them. You agree not to damage, interfere with or

disrupt access to the Site, or do anything which may interrupt or impair its functionality.

Anything on the Site may be out of date at any given time and we are under no obligation to update it. We seek to ensure that information published on the Site is accurate when posted, but we cannot be held liable for its accuracy or timeliness and we may change the information at any time without notice. You must not rely on information on the Site and you acknowledge that you must take appropriate steps to verify any such information before acting upon it.

## Monitoring

We reserve the right to monitor and track your visits to the Site. For more information on monitoring and tracking please see our privacy policy available [HERE](#).

## Communications with other users

The Site may provide facilities that enable you to communicate with other users of the Site. If you communicate with any other user of the Site, you must ensure that:

- to the best of your knowledge and belief, any such communication is truthful and accurate in all respects;
- no such communication shall be inappropriate, abusive or objectionable; and
- if applicable, you shall immediately comply with any request from any other user of the Site to stop communicating with them.

## User Content (including directory content)

Any information or materials we receive from you (including, without limitation, by email) and any material that you submit via the Site (“User Content”), which may include, without limitation, content for an online product and/or services directory (whether exclusively featuring exhibitors, sponsors and attendees of an event or otherwise) (“Directory”), will be deemed non-confidential and non-proprietary and we reserve the right to use any such User

Content on the Site and/or in any other website operated by us and/or in our offline publications, where we consider this appropriate.

You hereby grant to us a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, edit and publish such User Content on the Site and/or any other website operated by us and/or in our offline publications and for all other commercial and non-commercial purposes related to our business. If you do not wish to grant such rights, then please do not submit any User Content to us.

By submitting any User Content to us, you warrant that such User Content is your own original work and that you are fully entitled to make it available to us for all the purposes specified above and agree to waive any moral rights in the User Content.

Under no circumstances should you submit any User Content that:

- is inaccurate, misleading, defamatory, illegal, abusive, vulgar, obscene, inflammatory, of a discriminatory nature, in breach of confidence or privacy or which is otherwise unlawful, offensive or which might reasonably cause offence to any person or damage our reputation. You must not use any abusive or aggressive language, swear, threaten, harass or abuse any other person, including other users of the Site;
- you do not own or for which you have not obtained all necessary licenses and approvals;

- is technically harmful including, without limitation, containing computer viruses, Trojan horses, worms, corrupted data, malicious software or harmful data;
- misrepresents the user or impersonates another person or entity or falsely states or otherwise misrepresents your affiliation with any person or entity.

Any User Content submitted to us is submitted on the basis that we may (but shall be under no obligation to) review and edit such User Content prior to publication. We reserve the right to remove any User Content or part thereof published on the Site at any time and for any reason at our absolute discretion without notification to you.

We do not endorse or accept any responsibility for the use of, or any content within, any such User Content or any content that features within any Directory or any website linked or referenced within any Directory. We will not be liable for any loss, damage, cost, claim or expense suffered or incurred by you and/or any of your personnel arising out of or in connection with the use of, or reliance on, any content, products and/or services available on or through the Site, any Directory or any other website.

You agree to indemnify, defend and hold harmless us, any of our affiliates, and their respective directors, officers, employees and other representatives from and against all liabilities, claims, demands, expenses and costs arising out of your submission of User Content that breaches these Terms.

Where you purchase any Directory entry from us, the terms of any booking contract we agree with you shall apply to the purchase of that service.

## Intellectual Property

We are the owner or the licensee of all copyright, trade marks, design rights, database rights, confidential information or any other intellectual property rights (together, the “Intellectual Property”) in and on the Site. The Intellectual Property in and on the Site is protected by various laws and treaties around the World. All rights are reserved to us.

## Flash Cookies and How to Manage Them

We may provide videos and other content through our Website using Adobe Flash Player, which uses Flash Cookies (also known as Local Shared Objects) to provide useful features such as auto-resume and the ability to save your preferences. Flash Cookies are placed on your computer or other device in much the same way as other Cookies. However, it is not possible to manage them in the same way through your internet browser settings. You can learn more about how to manage Flash Cookies on [www.allaboutcookies.org](http://www.allaboutcookies.org).

Please be aware that if you choose not to accept Flash Cookies, you will be unable to view certain content, such as videos.

## License

You are permitted to print and download extracts from the Site for your own use on the following basis:

- no documents or related graphics on the Site are modified in any way;
- no graphics on the Site are used separately from the corresponding text; and
- our copyright and trade mark notices and the permission given in these Terms must appear in all copies.

The use of any extract from the Site otherwise than in accordance with the above licence provisions (for any purpose) is prohibited. If you breach any of

the above licence provisions, your permission to use the Site automatically terminates and you must immediately destroy any printed or downloaded extracts from the Site.

The Site may not be reproduced or stored, as a whole or in part, in any other website, or included in any public or private electronic retrieval system or service, without our prior written permission. Any rights not expressly granted in these Terms are reserved. You agree not to adapt, alter or create any derivative works from any of the material contained in the Site, or use such material for any purpose other than for personal, non-commercial use.

### **Misuse of the Site**

You must not alter, add to, delete, remove or tamper with the Site or any part of it or indirectly disrupt or interfere (or attempt to disrupt or interfere) with or alter the Site. You must not misuse the Site by knowingly introducing viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack.

You must not access the Site for unlawful use, including, without limitation, use which would constitute a criminal offence. You hereby agree to on demand indemnify and keep us and any of our affiliates indemnified for any costs, claims, liabilities, fines, expenses, demands, proceedings and losses whatsoever made against or incurred by us or our affiliate(s) as a direct or indirect result of your breach of this paragraph 8.

We will not be liable for any loss, disruption or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that

may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any material posted on it or on any website linked to it. We recommend that you take measures to protect the security of your computer, including, without limitation, installing anti-virus software on your computer.

## Links to the Site

Where we authorise you to link to the Site, you may include a link to the Site provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to the Site in any website that is not owned by you. We may withdraw our authorisation for you to link to the Site at any time without notice.

## Disclaimer

While we endeavour to ensure that the information on the Site is correct, we do not warrant the accuracy and completeness of the material on the Site. We may make changes to the material on the Site at any time and without notice. The material on the Site may be out of date and we make no commitment to update such material.

## Implied Terms

The express provisions of these Terms are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

## Liability

The material on the Site is provided “as is”. We and any third party (whether or not involved in creating, producing, maintaining or delivering the Site and including, without limitation, any of our affiliates) hereby exclude any and all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including, without limitation, any: (i) direct, indirect, punitive or consequential loss or damage, (ii) loss of income, profits, goodwill, data, contracts or use of money, or (iii) loss or damage arising from or connected in any way to business interruption, and whether any of the foregoing are in tort, contract or otherwise) in connection with the Site, including the use, inability to use or the results of use of the Site. We are not responsible for the content of external websites. The Site may include links to external websites from time to time and when you access these links you may leave the Site. These links are provided for your convenience. External websites are not part of the Site and we do not endorse or accept any responsibility for the content of external websites (nor the products or services on them), are not responsible for the availability of external websites and will not be liable in any way for any loss or damage which you may suffer by using external websites, including, without limitation, viruses that may infect computer equipment, software, data or other property. If you decide to access linked external websites you do so at your own risk. Nothing in these Terms shall exclude or limit our liability for: (i) death or personal injury caused by negligence, or (ii) fraud.

## Investors

The information contained on the Site (including, without limitation, any financial information concerning us or any of our affiliates) is not an invitation to invest in shares, other securities or any other products or services or otherwise deal in these or enter into a contract with us or any other entity. The information provided should not be relied upon in connection with any investment decision. If you need advice, please consult with a professional



financial adviser. The past performance of us or any other entity referred to on the Site cannot be relied upon as a guide to its future performance. The price of shares and the income derived from them can go down as well as up and investors may not recoup the amount originally invested.