

## Pretty Ugly, LLC Website Terms and Conditions of Use

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PUL respects the intellectual property rights of others. If you believe that your work has been infringed by

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However, should you send PUL any of the foregoing, any such submissions and any questions, comments, answers, suggestions, or the like submitted by you to PUL via this Site or by fax, mail, or otherwise, or transmitted, posted, or uploaded by you to this Site (collectively, "Your Submissions") will be treated as non-confidential and nonproprietary, and PUL will not assume any responsibility, obligation, or liability for them or for PUL's receipt or non-receipt of them. PUL's receipt of Your Submissions is not an admission by PUL of their novelty, priority, or originality, and it does not impair PUL's right to contest existing or future intellectual property rights relating to Your Submissions.

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### 5. Online Shopping

Visitors who choose to purchase goods and/or services via our Site will be automatically directed to third-party websites ("Shop Sites"). You must be 18 years of age or older to make any such purchases. We do not control the Shop Sites, nor are we responsible for the policies or practices of such Shop Sites.

If you make a purchase on a Shop Site, the Shop Site may provide your contact information to PUL so that PUL may fulfill your order. PUL's return policy can be found here [INSERT RETURN POLICY LINK], and together with these Terms of Use, will constitute our agreement with you with respect to any orders PUL fulfills.

As to products featured on the Shop Sites, please note that every effort is made to display as accurately as possible the images of such products. However, the colors, dimensions, and details that you see on your computer monitor will vary depending on your equipment, so we cannot guarantee that your equipment will accurately display the details of our products and services. Moreover, PUL disclaims any responsibility for any inadvertent mistakes or inaccuracies in any product or service description. Also note that all product and service descriptions, prices, and availability are subject to change at any time, without notice.

#### 6. Use Restrictions

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#### 7. Community Areas; Code of Conduct

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PUL reserves the right, in its sole discretion, to adopt additional rules in any community area and to condition access to any such community features by any individual or group in accordance with age, geographic, or other criteria, to deny or restrict access by any individual or group who fails to meet that criteria or by anyone who fails to comply with our criteria or rules at any time, and to change or modify the criteria or rules at any time. PUL also reserves the right (but does not assume any obligation), in its sole discretion, to delete any postings on this Site that PUL reasonably believes violates these Terms of Use and to deny access by any user

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#### 9. Privacy and Security Measures

PUL must collect certain information in order to operate this Site and to fulfill your requests or enable participation in certain online activities. But PUL respects the privacy of its visitors, and is especially mindful of protecting the privacy of children visiting our sites. We have adopted reasonable security measures to protect against the loss, misuse, and alteration of the personal information under our control. Please click [here](#) to review our Privacy Policy.

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Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at 916.445.1254. California residents expressly agree to waive California Civil Code Sec. 1542, which states: "A general release does not extend the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

#### 11. Links by You to this Site

You may not create hyperlinks to this Site without our prior approval.

#### 12. Links on this Site to and from Other Sites

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#### 14. Procedure for Alleging Copyright Infringement

PUL will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("DMCA"), as set forth below. If you own copyrights in a work and believe that your intellectual property rights in that work have been infringed by an improper posting or distribution of it via this Site, then send us a written notice that includes all of the following:

- (i) a legend or subject line that says: "DMCA Copyright Infringement Notice";
- (ii) a description of the copyrighted work that you claim has been infringed;
- (iii) the URL of the site and a description of where the material that you claim is infringing is located on that site;
- (iv) your address, telephone number, and e-mail address;
- (v) a statement by you that you have a good faith belief that the alleged infringing material is not authorized by the copyright owner, its agent, or the law;
- (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and,
- (vii) your electronic or physical signature.

PUL will only receive DMCA notices by mail, e-mail, or facsimile at the addresses below:

By Mail: Pretty Ugly, LLC.

45 Fernwood Ave.

Edison, NJ 08837

By E-Mail: [pretty@uglydolls.com](mailto:pretty@uglydolls.com)

By Facsimile: 908-620-0914

PUL may elect to not respond to DMCA notices that do not comply with all of the foregoing requirements, and PUL may elect to remove allegedly infringing material that comes to its attention via notices that do not comply with the DMCA. If you have additional questions you may contact PUL at 866-HEY-UGLY (866-439-8459).

#### 15. General Provisions

##### A. Indemnity

You agree to indemnify, defend, and hold harmless PUL (which includes PUL's affiliates and subsidiaries) and its officers, employees, agents, business partners, licensors, and licensees from any damages, liabilities, costs, and expenses (including reasonable attorneys' fees) on account of any claim, suit, action, demand, or proceeding made or brought against PUL or any such other party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with (a) your use of this Site or any Content, (b) your violation of these Terms of Use, or (c) your violation of any rights of any third party.

##### B. Assignment

You agree that PUL may assign any of its rights and/or transfer, sub-contract or delegate any of its obligations under these Terms of Use. These Terms of Use are personal to you may not transfer or assign it to a third party.

##### C. Revisions to this Site and these Terms of Use

At any time, without notice to you and for any or no reason, PUL may, in its sole discretion, modify or discontinue any aspect of this Site, including, without limitation, any Content, any activities available on this Site, and any products or services offered through this Site. PUL shall in no way be held liable for any consequence which results from PUL's decision to modify or discontinue providing the Site. PUL may also,

in its sole discretion, revise these Terms of Use by updating or revising this document, with the revised terms taking effect as of the date of its posting. Continued use of this Site following the effective date of any such changes constitutes your acceptance of those changes.

**D. Operation of Site; Availability of Products and Services**

PUL controls and operates this Site from its headquarters in the United States of America, and PUL makes no representation that this Site is appropriate or available for use beyond the United States of America. If you use this Site from other locations, you are responsible for compliance with applicable local laws. Although PUL products and services are available in many parts of the world, this Site may describe products and services that are available only in the United States of America (or only parts of it) and are not available worldwide.

**E. Jurisdiction, Venue, and Governing Law**

You agree that any action at law or in equity arising out of or relating to these Terms of Use or the Site shall be filed, and that venue properly lies, only in state or federal courts located in the borough of Manhattan, New York, New York, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. These Terms of Use shall be governed by and construed in accordance with the laws of the State of New York and the laws of the United States, without giving effect to any principles of conflicts of law.

**F. Force Majeure**

PUL shall not be liable for any failure to perform in accordance with these Terms of Use which is due to an event beyond the control of PUL including but not limited to any Act of God, terrorism, war, political insurgency, insurrection, riot civil unrest act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract which may have been entered into, nor which could have been reasonably foreseen.

**G. Miscellaneous Provisions.**

If any provision of these Terms of Use is deemed unlawful, void, or unenforceable for any reason, then that provision will be deemed severable from the remainder of these Terms of Use and will not affect the validity or enforceability of the remainder of these Terms of Use. No waiver of any provision of these Terms of Use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms of use shall not constitute a waiver of such right or provision. In these Terms of Use, the word "including" is used illustratively, as if followed by the words "but not limited to." YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.