

Vibrant Kolors LLC Terms of Use and Privacy Notice

Vibrant Kolors LLC (“we,” “us,” or “our”) owns and operates <https://vibrantkolorsllc.com/> and other sites linking to this Privacy Notice and Terms of Use (individually, the “Site”, and collectively, the “Sites”). Through the Sites, Vibrant Kolors LLC provides various offerings, information, and resources related to the products and services available on our Sites (each a “Service” and collectively, the “Services”). References to the Sites include the Services.

Vibrant Kolors LLC may change, suspend, modify, or discontinue all or any part of the Sites in its sole discretion with or without notice. Vibrant Kolors LLC is not liable if all or any part of a Site is, for any reason, unavailable at any time or for any period. Vibrant Kolors LLC reserves the right to block or deny access to any of the Sites to anyone at any time for any reason. Vibrant Kolors LLC is not obligated to correct or update any information or content on the Sites.

Vibrant Kolors LLC Terms of Use

These terms of use (together with any additional terms, as described below) (“Terms of Use”) are an agreement between Vibrant Kolors LLC and the individuals that use the Sites (or the parent/legal guardian of any such individuals under the age of 18) (“users,” “you,” or “your”). The Terms of Use govern your access to and use of the Sites. Subject to your full and ongoing compliance with these Terms of Use, Vibrant Kolors LLC hereby grants you a limited and revocable right to access and use the Sites, solely for their intended purposes. If you use or access the Sites on behalf of a business or other entity, you must have authority to bind that business/entity. In such case, the term “you” includes the business/entity and any of its agents that use or access the Sites. By using or accessing the Sites, you represent and warrant that you are of legal age to accept these Terms of Use and form a binding contract with Vibrant Kolors LLC.

IF YOU ARE UNDER THE AGE OF 18 (A MINOR), YOUR PARENT OR LEGAL GUARDIAN MUST READ AND CONSENT TO THE TERMS OF USE BEFORE YOU USE THE SITES. BY PERMITTING A MINOR TO USE THE SITES, THE MINOR’S PARENT OR GUARDIAN BECOMES SUBJECT TO THE TERMS OF USE AND AGREES TO BE RESPONSIBLE FOR THE MINOR’S ACTIVITIES ON THE SITES.

A We may now or in the future offer multiple platforms (the “Vibrant Kolors LLC Platforms”) through our Sites for use in accessing our Services. To use the Platforms, you must adhere to any additional terms and conditions specific to each Platform, as identified below and/or presented to you at the time you use the Platforms. Certain offerings on the Sites may be free of charge or offered for a fee, and we reserve the right to change what Services are offered free of charge or for a fee, and the fees charged for any given Service.

PLEASE READ THE TERMS OF USE CAREFULLY. BY ACCESSING ANY PAGES ON THE SITES; CREATING AN ACCOUNT; USING ANY SERVICES MADE AVAILABLE THROUGH THE SITES; POSTING, SUBMITTING, TRANSMITTING, OR UPLOADING ANY INFORMATION OR CONTENT

THROUGH THE SITES; OR USING ANY PLATFORM, YOU EXPRESSLY AGREE THAT YOU, OR YOUR PARENT OR LEGAL GUARDIAN FOR USERS UNDER THE AGE OF 18, HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF USE AND ANY APPLICABLE POLICIES AND DISCLAIMERS REFERENCED HEREIN OR ON THE SITES. DO NOT USE THE SITES IF YOU DO NOT AGREE TO THE TERMS OF USE AND ALL APPLICABLE POLICIES AND DISCLAIMERS.

Changes to the Terms of Use

As stated above, Vibrant Kolors LLC reserves the right to update or modify the Terms of Use at any time, with or without prior notice. Any such changes will become effective upon the earlier of (i) the first time you use the Sites or Services with actual notice of the change(s), or (ii) 30 days after the change(s) are publicly posted on the Sites. Disputes arising under these Terms will be resolved in accordance with the version of the Terms of Use in place at the time the dispute arose. We use reasonable efforts to ensure that the Terms of Use identify the last date of update.

In the case of material changes to the Terms, Vibrant Kolors LLC will make reasonable efforts to notify you of the change, such as by sending an email to any address we have on file, displaying a pop-up window on the Sites, or other similar mechanism. We encourage you to review the Terms of Use frequently to stay informed of any changes.

Account Access and Security

You may be required to register and create an account to access some content and functionality on the Sites and/or Platforms. You may be required to provide personal information, such as an email and password, to create an account, as described in our Privacy Notice.

You are responsible for maintaining the confidentiality of your account, password, and other information. By creating an account, you agree that such account is intended for your use only, and you agree not to allow any other person to access it. You agree to notify Vibrant Kolors LLC immediately if you become aware of any unauthorized access to or use of your account. You may be required to log out from your account at the end of each session. You should use caution when accessing your account from a public or shared computer so that others are not able to view or access your information. Vibrant Kolors LLC may disable an account at any time in its sole discretion. Circumventing account access controls may be a violation of law.

Any information you provide to Vibrant Kolors LLC must be correct, current, and complete. Our use of your information is governed by our Privacy Notice. By providing us with personal information, you consent to our use of such information as described in our Privacy Notice.

User Content

The Sites may now or in the future contain Services that use information you have provided to Vibrant Kolors LLC and that allow you and others to post, submit, publish, display, or otherwise

transmit (“post”) various information and materials (“User Content”), which may include answers in response to questions, comments, documents, and other similar content. Other than personally identifiable information that you provide to us and except as expressly provided in these Terms of Use or the policies applicable to any Vibrant Kolors LLC Platform, User Content is and will be considered non-confidential and non-proprietary. You retain ownership rights in and to your User Content, and by posting User Content to the Sites, you hereby grant Vibrant Kolors LLC an unrestricted, non-exclusive, perpetual, royalty-free, worldwide, transferable, sublicensable, and irrevocable license and right, but not an obligation, to use, edit, alter, copy, reproduce, disclose, display, publish, prepare derivative works from, perform, market, distribute, exhibit, broadcast, or otherwise use such User Content and derivatives thereof, in whole or in part, and in any form, media, or technology now known or hereafter developed.

Vibrant Kolors LLC is under no obligation to use, return, review, or respond to User Content. You understand and acknowledge that you are responsible for any User Content you post. By providing User Content, you represent and warrant that: (a) you own or control all rights in and to such User Content, (b) you have the right to grant Vibrant Kolors LLC the license to such User Content that is described above, and (c) the User Content you provide does and will comply with these Terms of Use, including the Content Standards below. You have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness, as further explained in the [Content Standards](#).

Reliance on Posted Information

The Sites may include content provided by persons or entities other than Vibrant Kolors LLC (“third parties”). Other than content provided by Vibrant Kolors LLC, all statements and/or opinions expressed, including all articles, responses to questions, and other content are solely the opinions and the responsibility of the party providing those materials. Vibrant Kolors LLC is not responsible for the content of any materials provided by third parties, and Vibrant Kolors LLC does not warrant the accuracy, completeness, or reliability of any such information. Information provided by Vibrant Kolors LLC on the Sites is informational only. Vibrant Kolors LLC does not guarantee the accuracy of information provided on the Sites.

Content Standards

You agree that you will not post any User Content that (a) infringes on or violates any intellectual property rights, (b) fails to comply with applicable laws and regulations, or (c) contains any expressions of hate, abuse, offensive images or conduct, or any similar content. Without limiting the foregoing, User Content must not:

- contain any defamatory, libelous, slanderous, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, sexually explicit, pornographic, or otherwise objectionable (as determined by Vibrant Kolors LLC in its sole discretion) material;

- promote violence or discrimination based on race, ethnicity, sex, religion, nationality, disability, sexual orientation, gender identity, or age;
- violate any person's or entity's legal rights (including intellectual property rights, moral rights, and rights of publicity and privacy);
- impersonate any person or entity;
- misrepresent your identity or affiliation or the identity or affiliation of any other entity;
- appear as if it is posted by or endorsed by Vibrant Kolors LLC or any other person or entity, if this is not the case;
- be likely to or designed to deceive any person or entity;
- contain any material that is unlawful or could result in civil or criminal liability;
- incite, advocate, promote, contribute to, enable, or assist any illegal or unlawful activity;
- involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter or advertising, other than as conducted by Vibrant Kolors LLC in its operation of the Sites; or
- conflict with these Terms of Use or any other applicable law or policy.

Monitoring or Removal of User Content

Vibrant Kolors LLC is not responsible and assumes no liability for any action or inaction related to the posting of User Content. At its discretion Vibrant Kolors LLC may, but is not obligated to, take steps to monitor User Content. However, Vibrant Kolors LLC does not review material before it is posted, and Vibrant Kolors LLC is not obligated to remove objectionable material after it has been posted. Vibrant Kolors LLC is not deemed to endorse, verify, or agree with any User Content.

Vibrant Kolors LLC reserves the right, in its sole discretion, to: (a) remove or refuse to post any User Content for any or no reason; (b) take any action with respect to User Content that it deems necessary or appropriate for any reason, including if Vibrant Kolors LLC believes that such User Content violates the Terms of Use or Content Standards, infringes any intellectual property rights, threatens a person's safety, or could create liability for Vibrant Kolors LLC; or (c) take any action Vibrant Kolors LLC deems appropriate or advisable, including referral to law enforcement, with respect to any illegal or unauthorized User Content or use of the Sites.

Without limiting the foregoing, Vibrant Kolors LLC has the right to fully cooperate with any law enforcement authorities or court orders requesting or directing it to disclose the identity or other information of anyone posting any User Content. YOU WAIVE AND HOLD HARMLESS VIBRANT KOLORS LLC AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS FROM ANY

CLAIMS RESULTING FROM ANY ACTION TAKEN DURING OR AS A CONSEQUENCE OF INVESTIGATIONS BY VIBRANT KOLORS LLC OR LAW ENFORCEMENT AUTHORITIES.

VIBRANT KOLORS LLC HAS NO LIABILITY OR RESPONSIBILITY TO ANY PERSON OR ENTITY FOR PERFORMANCE OR NONPERFORMANCE OF THE ACTIVITIES DESCRIBED IN THIS SECTION.

Prohibited Uses

You may use the Sites only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Sites:

- in any way that violates any applicable law or regulation (including laws regarding the export of data or software to and from the United States or other countries);
- for the purpose of exploiting, harming, or attempting to exploit or harm minors or any other person in any way by exposing them to inappropriate content, asking for personally identifiable information, defrauding them, or similar conduct;
- to send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards;
- to transmit, or procure the transmission of, any advertising or promotional material except as expressly permitted by Vibrant Kolors LLC;
- to impersonate or attempt to impersonate Vibrant Kolors LLC, an employee of Vibrant Kolors LLC, another user, or any other person or entity;
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Sites, or which, as determined by Vibrant Kolors LLC, may harm Vibrant Kolors LLC or users of the Sites, expose them to liability, or threaten the security of their personally identifiable information; or
- to provide services, information, materials, resources, or advice to any third person.

Additionally, you agree not to:

- use the Sites in any manner that could disable, overburden, damage, or impair the Sites;
- use any manual process or robot, spider, or other automatic device, process, or means to access, monitor, or copy all or any part of the Sites for any purpose;
- use any device, software, or routine that interferes with the proper working of the Sites, including by the introduction of or attempted introduction of logic bombs, trojan horses, viruses, worms, or other malicious or harmful material or code to the Sites or any server, computer, software, or database connected to the Sites;

- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Sites, the server on which the Sites are stored, or any server, computer, or database connected to the Sites;
- attack the Sites via any denial-of-service attack; or
- otherwise attempt to interfere with the proper working of the Sites.

Intellectual Property Rights

Vibrant Kolors LLC and its licensors or other providers own the Sites, including all of their content, features, and functionality—including any information, software code, text, displays, images, video, and audio, and the design, selection and arrangement of such material, and any documents, resources, recommendations, guidance, forms, policies, or other materials provided or generated through the Sites (“Site Contents”). The Sites and all such Site Contents are protected by US and international copyright, trademark, and other laws and treaties, and may not be used except as permitted in the Terms of Use. No right, title, or interest in or to the Sites or any Site Content is transferred to you, and all rights not expressly granted are reserved by Vibrant Kolors LLC. Any use of the Sites or Site Contents not expressly permitted by the Terms of Use is a breach of them and may violate copyright, trademark, and other laws.

You may access and use the Sites solely for their intended purpose. You must not delete or alter any copyright, trademark, or other proprietary rights notices from any Site Contents or other materials. You may not modify; reproduce; publicly display, perform, or distribute; or otherwise use any such information or materials for any public or commercial purpose. You may not copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license, or otherwise exploit the Sites or any materials on the Sites, except as expressly permitted by these Terms of Use or other applicable policies.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Sites in breach of the Terms of Use, your right to use the Sites will cease immediately and you must destroy any copies of the materials you have made.

You should notify Vibrant Kolors LLC of any suspected copyright infringement in accordance with the relevant provisions of the Digital Millennium Copyright Act.

Trademarks

As between you and Vibrant Kolors LLC, Vibrant Kolors LLC owns and retains all rights in its trademarks, trade names, and trade dress which may be used on the Sites, including company and Product names, logos, slogans, and designs, which are registered and/or common law trademarks of Vibrant Kolors LLC and are protected by United States and international laws and treaties. No license to use such items is granted to you under these Terms of Use or by your use of the Sites. Vibrant Kolors LLC will aggressively enforce its intellectual property rights to the fullest extent of the law.

All other names, logos, product and service names, designs and slogans on the Sites are the trademarks of their respective owners and are used in accordance with law and/or license or other agreement.

Linking to the Sites and Social Media Features

You may link to Vibrant Kolors LLC Sites, provided you do so in a way that is legal and does not damage or take advantage of the reputation of Vibrant Kolors LLC. You must not link to the Sites in such a way as to suggest any form of association, approval, or endorsement from Vibrant Kolors LLC without our express written consent.

Vibrant Kolors LLC Sites may offer integration with social media websites or apps. The Sites may provide features that enable you to: (a) link from social media websites to particular content or types of content on the Sites; (b) send e-mails or other communications containing certain content, or links to certain content, on the Sites; or (c) cause limited portions of content displayed on the Sites to be displayed or appear to be displayed on your own or certain third-party sites. You may use these features solely as Vibrant Kolors LLC provides, and only with respect to the content that Vibrant Kolors LLC makes available for this purpose. Such use must also be in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not: (a) establish a link from any website or social media account that you do not own or control; (b) cause the Sites or portions of them to be displayed, or appear to be displayed (by, for example, framing or in-line linking) on any other site; or (c) take any other action with respect to the material or content on the Sites that is inconsistent with the Terms of Use.

You agree to cooperate with Vibrant Kolors LLC in stopping any unauthorized framing or linking. Vibrant Kolors LLC may withdraw linking permission without prior notice. Vibrant Kolors LLC may disable any or all social media features and any links at any time without notice.

Links from the Sites

Links to non-Vibrant Kolors LLC websites and resources that are provided on the Sites are provided for your convenience only. They do not signify that Vibrant Kolors LLC endorses any such websites or companies, including any sponsor(s). Vibrant Kolors LLC has no control over those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from use of them. You access third party websites linked to the Sites entirely at your own risk and subject to the terms and conditions of such sites. Third party websites have their own terms of use and policies and are not subject to these Terms of Use.

Geographic Restrictions

We provide the Sites for use only by parties located in the United States. We make no claims that the Sites or any of their content is accessible or appropriate outside of the United States. Access to the Sites by certain persons or in certain countries may not be legal. If you access the

Sites from outside the United States, you do so on your own initiative, at your own risk, and are responsible for compliance with local laws.

DISCLAIMER OF WARRANTIES

THE SITES AND ANY CONTENT AND SERVICES ON THE SITES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESS WARRANTIES PROVIDED IN THESE TERMS OF USE OR OTHER APPLICABLE POLICIES. NEITHER VIBRANT KOLORS LLC NOR ANY PERSON OR ENTITY AFFILIATED OR ASSOCIATED WITH IT MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE SITES OR SITE CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER VIBRANT KOLORS LLC NOR ANYONE ASSOCIATED WITH IT REPRESENTS OR WARRANTS THAT THE SITES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR EXPECTATIONS OR NEEDS.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, VIBRANT KOLORS LLC DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ESTABLISHING, PERFECTING, OR MAINTAINING COMPLIANCE WITH ANY PARTICULAR LAW OR LEGAL REQUIREMENT.

THE FOREGOING APPLY TO THE GREATEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, AND DO NOT EXCLUDE OR LIMIT ANY WARRANTIES TO THE EXTENT THAT THEY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, IN WHICH CASE THE FOREGOING LIMITATIONS WILL APPLY SOLELY TO THE EXTENT LEGALLY PERMISSIBLE.

LIMITATION ON LIABILITY AND TIME TO FILE CLAIMS

IN NO EVENT WILL VIBRANT KOLORS LLC, ITS SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, MANAGERS, DIRECTORS, AFFILIATES OR LICENSORS, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH USE OF, OR INABILITY TO USE, THE SITES, ANY WEBSITES LINKED TO THE SITES, ANY SITE CONTENTS OR OTHER CONTENT ACCESSIBLE VIA THE SITES OR ANY OTHER LINKED WEBSITES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES OR OTHER LINKED WEBSITES. THIS LIMITATION INCLUDES ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, AND LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VIBRANT KOLORS LLC WILL NOT BE LIABLE FOR ANY LOSS 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 SITES.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSES OF ACTION OR CLAIMS ARE PERMANENTLY BARRED.

YOU UNDERSTAND AND ACKNOWLEDGE THAT VIBRANT KOLORS LLC WOULD NOT BE ABLE TO PROVIDE THE SITES AND PRODUCTS ON AN ECONOMICALLY FEASIBLE BASIS WITHOUT THE FOREGOING EXCLUSIONS, LIMITATIONS, AND DISCLAIMERS OF WARRANTIES LIABILITY, AND THAT ACCORDINGLY, SUCH EXCLUSIONS, LIMITATIONS, AND DISCLAIMERS REFLECT A REASONABLE ALLOCATION OF RISK UNDER THE CIRCUMSTANCES, AND WILL APPLY TO THE GREATEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless Vibrant Kolors LLC, its affiliates, licensors, and service providers, and its and their respective officers, directors, managers, employees, contractors, and agents from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your User Content and your use of the Sites, including any violation of these Terms of Use or applicable law in connection therewith.

Governing Law and Jurisdiction

You agree that all matters relating to the Sites and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the State of Kentucky or any other jurisdiction).

You agree that the federal and state courts located in the State of Kentucky have exclusive jurisdiction over any legal proceedings relating to, arising out of, or connected in any way to your use of the Sites. You waive all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Dispute Resolution and Arbitration

In the interest of resolving disputes between you and Vibrant Kolors LLC in the most expedient and cost-effective manner, and except as described below, you and Vibrant Kolors LLC agree that every dispute arising in connection with these Terms of Use will be resolved by binding arbitration, to the extent permitted by law.

Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury that is empowered to award the same damages and relief that is available in court. Arbitration may allow for more limited discovery, and it is often subject to very limited review by courts. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms of Use, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms of Use. YOU UNDERSTAND AND AGREE THAT, BY using or accessing the Sites, YOU AND VIBRANT KOLORS LLC ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Nothing in these Terms of Use will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim or any other claim that cannot be arbitrated.

Any arbitration between you and Vibrant Kolors LLC will be settled under the Federal Arbitration Act and administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (collectively, "AAA Rules") as modified by these Terms of Use. The AAA Rules and filing forms are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

Waiver and Severability

No waiver by Vibrant Kolors LLC of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Vibrant Kolors LLC to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, the Privacy Notice, and other policies provided on the Sites constitute the sole and entire agreement between you and Vibrant Kolors LLC with respect to the Sites and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Sites unless you have entered into a separate agreement, signed by both parties, that specifically preempts these Terms of Use.

Vibrant Kolors LLC Privacy Notice

At Vibrant Kolors LLC (“**we**,” or “**us**”), we value the privacy of individuals who use our websites and related services (collectively, our “**Services**”). This Privacy Notice explains how we collect, use, and share the personal information of users of our Services (“**users**,” “**you**,” or “**your**”). By using our Services, you agree to the collection, use, disclosure, and processing of your information as described by this Privacy Notice.

Personal information is information that identifies or could be used to identify a specific person. Personal information does not include deidentified information (anonymized or pseudonymized) or aggregated information derived from personal information.

We may collect a variety of personal information and other information about you or your devices from various sources, as described below.

Information You Provide to Us

Registration Information. If you sign up for an account, register to use our Services, or sign up for emails or other updates, we may ask you for basic contact information, such as your name, email address, phone number, and/or mailing address. We may also collect certain demographic information when you register for our Services, including your age, gender, personal interests, income, and/or marital status.

Communications. If you contact us directly, we may collect additional information from you. For example, when you reach out to our customer support team, we may ask for your name, email address, mailing address, phone number, or other contact information so that we can verify your identity and communicate with you. We may also store the contents of any message or attachments that you send to us, as well as any information you submit through any of our forms or questionnaires.

Events. If you register for an event that we host, whether in-person or online, we may collect relevant information such as your name, address, title, company, phone number, or email address, as well as specific information relevant to the event for which you are registering.

User Content. We may allow you and other Users of our Services to share their own content with others. This may include posts, comments, reviews, or other User-generated content. Unless otherwise noted when creating such content, this information may be shared publicly through our Services.

Payment Information. If you make a purchase through our Services, we (or a third-party payment processor acting on our behalf) may collect your payment-related information, such as credit card or other financial information.

Job Applications. If you apply for a job with us, we may collect relevant information such as your name, phone number, email address, position, job history, education history, references, a cover letter, and other similar information.

Information We Collect Automatically When You Use Our Services

Device Information. We may collect information about the devices and software you use to access our Services, such as your IP address, web browser type, operating system version, device identifiers, and other similar information.

Usage Information. To help us understand how you use our Services and to help us improve them, we may collect data about your interactions with our Services. This includes, but is not limited to, information such as crash reports, session lengths and times, the specific pages and other content you view, and any searches you conduct on our site.

Cookies and Similar Technologies. We and our third-party partners may collect information using cookies, pixel tags, or similar technologies. Cookies are small text files containing a string of alphanumeric characters. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to our Services.

Information We Receive from Other Sources

We may receive information about you from other sources, including third parties that help us update, expand, and analyze our records, identify new customers, or detect or prevent fraud. What information we receive from third parties is governed by the privacy settings, policies, and/or procedures of the relevant organizations, and we encourage you to review them.

How We Use the Information We Collect

We may use the information we collect:

- To provide, maintain, improve, and enhance our Services;
- To understand and analyze how you use our Services and develop new products, services, features, and functionality;
- To facilitate purchases of products or services that you order;
- To host events;
- To allow you to share content with other Users of our Services;
- To evaluate and process applications for jobs with us;

- To communicate with you, provide you with updates and other information relating to our Services, provide information that you request, respond to comments and questions, and otherwise provide User support;
- For marketing and advertising purposes, including developing and providing promotional and advertising materials that may be relevant, valuable or otherwise of interest to you;
- To detect and prevent fraud, and respond to trust and safety issues that may arise;
- In connection with generative AI applications;
- For compliance purposes, including enforcing our Terms of Use or other legal rights, or as may be required by applicable laws and regulations or requested by any judicial process or governmental agency; and
- For other purposes for which we provide specific notice at the time the information is collected.

How We Share the Information We Collect

Service Providers. We may share any information we collect with service providers retained in connection with the provision of our Services. These companies are permitted to use this information to help us provide our Services to improve the services they provide us, and for other purposes disclosed in this Privacy Notice.

Our Affiliates and Representatives. We may share your information with our affiliates, subsidiaries, and representatives as needed to provide our Services.

Other Users. Content you post on our websites, including comments, may be displayed to other Users as appropriate.

Our Advertising and Analytics Partners. We work with our Service Providers and other analytics and/or advertising partners to collect and process certain analytics data regarding your use of our Services and to conduct advertising via cookies, as detailed below. Our Service Providers and other analytics and/or advertising partners may also collect information about your use of other websites, apps, and online resources. Parties that may process your information for advertising and analytics purposes include our Service Providers and may also include:

- **Google** - We may use Google's services to collect and process analytics data about how our Users interact with our Services and to place ads that we think may interest Users and potential users.
 - For more information, see [Google's Privacy & Terms](#) page.

- **Meta** - We may use Meta's services to place ads that we think may interest our users and potential users across Meta's various websites, such as Facebook and Instagram.
 - For more information, see Meta's [Data Policy](#) and [Privacy Center](#).
- **LinkedIn** - We may use LinkedIn's services to place ads that we think may interest our users and potential users, as well as to advertise openings to potential employees.
 - For more information, see LinkedIn's [Privacy Policy](#) and [Cookie Policy](#).
- **Microsoft** - We may use Microsoft's services to place ads that we think may interest our users and potential users.
 - For more information, see Microsoft's [Advertising Policies](#).

Please note that our Service Providers and advertising and analytics partners may change from time to time. If you would like a current list of the specific parties we are working with to provide analytics and/or advertising services, contact us at info@vibrantkolorsllc.com. For details about your choices regarding how these partners use your information, see the Your Choices section below.

As Required by Law and Similar Disclosures. We may access, preserve, and disclose your information if we believe doing so is required or appropriate to: (a) comply with law enforcement requests and legal process, such as a court order or subpoena; (b) respond to your requests; or (c) protect your, our, or others' rights, property, or safety. In particular, we may disclose relevant information to the appropriate third parties if you post any illegal, threatening, or objectionable content on or through the Services.

Events. We may share your information with event partners or co-sponsors to facilitate the events for which you register.

Merger, Sale, or Other Asset Transfers. We may transfer your information to service providers, advisors, potential transactional partners, or other third parties in connection with the consideration, negotiation, or completion of a corporate transaction in which we are acquired by or merged with another company or in which we sell, liquidate, or transfer all or a portion of our assets. The use of your information following any of these events will be governed by the same general provisions of this Privacy Notice.

Consent. We may also disclose your information with your permission.

Your Choices

Our Communications. From time to time, you may receive marketing or other informational email messages from us. You can unsubscribe from our promotional and informational emails via the link provided in the emails. After opting out of receiving such messages from us, users

may continue to receive administrative messages from us that are necessary to service User accounts.

Cookies. Most web browsers allow you to manage cookies through the browser settings. To find out more about cookies, you can visit www.aboutcookies.org or www.allaboutcookies.org.

Our Partners. You can learn more about Google's privacy practices and your options for how they use your information on Google's [website](#). You can also install the [Google Analytics Opt-out Browser Add-on](#). Meta, the parent company of Facebook, provides information about how it uses the information it collects through our Services in its [Data Policy](#). You can also learn specifically about Facebook's advertising practices on its [website](#).

Some of our advertising partners may be members of the [Network Advertising Initiative](#) or the [Digital Advertising Alliance](#). You can visit those organizations' websites to learn about how you may opt out of receiving web-based personalized ads from their member companies. You can also access any settings offered by your mobile operating system to limit ad tracking. To inquire about your choices regarding our business partners generally, contact us at info@vibrantkolorsllc.com.

Third-Party Content

Our Services may contain links to other websites, products, or services that we do not own or operate. We are not responsible for the content provided by, or the privacy practices of, these third parties. Please be aware that this Privacy Notice does not apply to your activities on these third-party services or any information you disclose to these third parties. We encourage you to read their privacy policies before providing any information to them.

Security

We make reasonable efforts to protect your information by using administrative, technological, and physical safeguards designed to improve the security of the information we maintain and protect it from accidental loss, unauthorized access or use, or any other inappropriate or unlawful processing. Because no information system can be 100% secure, we cannot guarantee the absolute security of your information.

Children's Privacy

We comply with the Children's Online Privacy Protection Act (COPPA), in addition to other US privacy laws, with respect to any Personal Information we collect or use from children under the age of 13. If you have questions about how we handle children's data, you can contact us at info@vibrantkolorsllc.com.

International Visitors

Our Services are hosted in the United States and intended for use by individuals located within the United States. If you choose to use the Services from the European Union or other regions of the world with laws governing data collection and use that may differ from U.S. law, please note that you are transferring your information outside of those regions to the United States for storage and processing. Also, we may transfer your data from the U.S. to other countries or regions in connection with operating the Services and storing or processing data. By using our Services, you consent to the transfer, storage, and processing of your information as described in this Privacy Notice.

Changes to this Privacy Notice

We will post any adjustments to the Privacy Notice on this page, and the revised version will be effective when it is posted. If we make material changes, we may notify you via a notice posted on our website or another method. We encourage you to read this Privacy Notice periodically to stay up to date about our privacy practices.

Contact Us

All feedback, comments, requests for technical support, and other communications relating to the Sites and our data collection and processing activities should be directed to:
info@vibrantkolorsllc.com.

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