

# The Royal Collection LLC dba The Royal Adventure

## TERMS OF USE

### TERMS

Effective date: September 12<sup>th</sup> 2024

These Terms are a legal agreement between The Royal Collection LLC dba The Royal Adventure, on behalf of itself and its subsidiaries and affiliates (“The Royal Collection LLC dba The Royal Adventure” “us,” “our” and “we”) and you and, if applicable, the entity or person on whose behalf you are entering into these Terms (also referred to as “your”).

**PLEASE READ THESE TERMS (“Terms”) CAREFULLY. BY CLICKING THE BOX AND/OR USING THIS WEBSITE, ROYALCOLLECTIONSKIN.COM “website”), YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT CLICK THE BOX OR ACCESS THIS WEBSITE OR PLACE AN ORDER.**

We recommend that you print or otherwise download and save a copy of these Terms for your records, as well as any future versions of them, as we may update them from time to time. You can download a printable copy of these Terms [here](#).

### IMPORTANT NOTE

Please read carefully the sections titled “RIGHT TO CANCEL; NO RETURNS; REFUNDS”, “PRICE AND PAYMENT”, “ARBITRATION,” “EXCLUSIONS AND LIMITATIONS OF LIABILITY”, “INDEMNIFICATION”, AND “DISCLAIMERS”. These provisions limit liability and affect how disputes are resolved, including by arbitration without any right to a jury trial. Nevada residents, for more information on your rights under the Nevada Consumer Privacy Act (“NCPA”) please review the “Additional Disclosures for Nevada Residents” section of our Privacy Policy.

If for any reason whatsoever you do not agree to these Terms or do not wish to be bound by them, you must not access or use our website.

### 1. OUR DETAILS

The Royal Collection LLC dba The Royal Adventure Website and sells goods and services.

The Royal Collection, LLC is a Nevada limited liability company.

Our address is; 10300 West Charleston Ste 13 Box 526 Las Vegas Nevada 89135

You can also contact us at [info@royalcollectionskin.com](mailto:info@royalcollectionskin.com).

## **2. YOUR RESPONSIBILITY FOR OTHERS WHO ACCESS OUR WEBSITE USING YOUR DEVICE**

You must ensure that any persons who access our website on your computer(s) or device(s), or who are permitted or able to access our website on your computer(s) or device(s) are aware of these Terms and all other documentation referred to in them, and that such persons also agree to be bound by and to comply with these Terms. If for any reason whatsoever, such persons do not agree to these Terms or do not wish to be bound by them, they must not access or use our website, and you must not permit them to do so.

## **3. OTHER DOCUMENTS GOVERNING YOUR USE OF OUR WEBSITE**

We provide this Website to you subject to these Terms as well as:

- Our **Privacy Policy**, which is under privacy on our website. You acknowledge that all information you provide through this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website and Account registration, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. It sets out the types of information we collect, the reasons we collect it, how we use it, where we may pass it on to any third parties, in what circumstances and for what reasons, and any other relevant information relating to our use and/or processing of your information and your rights in relation to your information.
- Our **Cookies Policy**, which is on our website under cookies. Our cookies policy governs our use of cookies and similar technologies on our website. It sets out the types of cookies we use, the purposes for which we use them, the circumstances in which we may place cookies on your computer, device or browser, and other relevant information relating to cookies, such as how to change your browser preferences and settings to accept or reject cookies.

## **4. CHANGES TO THESE TERMS**

We reserve the right to update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access and use of the Website and/or all purchases of any good or service thereafter.

If you use the Website or make a purchase after we post a revised version of these Terms, your use/purchase will be governed the revised Terms. You can find out whether these Terms have been revised since your last visit to this Website by looking at the effective date at the top of these terms.

You must check these Terms each time you access our website in order to ensure that you are aware of the terms that apply to you at that time.

## **5. YOUR ACCOUNT DETAILS**

Access to and use of certain functionalities and features of the Website may require you to register for a user account (“Account”) with us. If you decide to register an Account with us, you will provide us certain information to create and access your Account. You agree to provide us with accurate, complete and current information about yourself during Account registration and at all other times, including, without limitation, when you place an order, and you agree to update all information provided to us or requested by us if, and as soon as, such information changes and before you make any product purchase. You agree to keep your log-in information confidential and to not authorize any third party to use your Account. You agree that you will not solicit, collect or use the login credentials of other individuals, and you agree not to impersonate any other person or entity or to use a false name or a name that you are not authorized to use. We prohibit the creation of, and you agree that you will not create, an Account for anyone other than yourself. We will not be liable for any loss or damage that results from the unauthorized use of your Account, either with or without your knowledge. You are fully responsible for your failure to safeguard information or for permitting any other person to access or use your Account, and you agree that we may attribute all use of your Account to you. You agree to notify us immediately via the contact form if you suspect any unauthorized use of your Account or any other breach of security. You may not sell or otherwise transfer your Account. We have the right to cancel or suspend your registration for any reason or for no reason at any time, as determined in our sole discretion.

## **6. OWNERSHIP OF MATERIAL ON OUR WEBSITE**

All trademarks, service marks, trade names, logos, copyright and other intellectual property rights in our website and its contents, features, and functionality are either owned by us or licensed to us. All such rights are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property and proprietary rights law intellectual property laws, and all rights are reserved. Any use of the Website and its contents, other than as specifically authorized herein, is strictly prohibited. Any rights not expressly granted herein are reserved by us.

The trademarks, service marks, trade names, logos and other branding owned by third parties and used or displayed on or via our website (collectively, “Third Party Mark(s)”) may be trademarks of their respective owners, who may or may not endorse or be affiliated with or connected with us. Except as expressly provided in these Terms, or in terms provided by the owner of a Third Party Mark, nothing in these Terms or on or via the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our or any Third Party Marks that are used or displayed on the Website, without the respective owner’s prior written permission, in each instance. All goodwill generated from the use of our trademarks will benefit us exclusively.

## **7. RELIANCE ON INFORMATION AND CONTENT**

Our website is made available to you in order to provide you with general information about us, our business, and any products or services that we offer from time to time. We do not warrant the accuracy, completeness, or usefulness of this information. This Website may include content provided by third parties, including materials provided by other users and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

The content on our website is not intended to be construed as advice. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

## **8. CONTENT ON OUR WEBSITE**

The content on our website is provided for your personal, private and non-commercial use only. You may print or share the content from our website for lawful personal, private and non-commercial purposes. You may not otherwise extract, reproduce, modify, create derivative works of, publicly display, publicly perform, republish, download, store, transmit or distribute the content of our website without our prior written consent, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

## **9. PROHIBITED USES OF OUR WEBSITE**

You must not, without our prior written consent, access, interfere with, damage or disrupt in any way our Website or any part of it, our systems, any of our hardware or equipment or any networks on which our Website is hosted, any software that we use to create or modify the Website or to make the Website available to you, or any hardware, equipment, network, server, software or technology owned or operated by us or any third party.

You must use our website for lawful purposes only and in accordance with these Terms. You must not use our website:

- for any purpose that is unlawful or that in any way breaches any applicable laws or regulations, whether local, national or international;
- for any fraudulent purposes whatsoever;
- to conduct any unsolicited or unauthorized advertising or direct or indirect marketing to anyone by any means, or to otherwise spam, communicate with or market to anyone any goods, services or business not authorized by us;
- to upload, host or transmit any viruses, malware, adware, spyware, worms, Trojan horses, keystroke loggers, spyware, logic bombs, time bombs or any other harmful programs or code which could adversely affect the use or operation of the Website, our hardware or systems, or the computers, tablets, phones or other devices of any users or other third parties, or to upload any content or materials containing any such content;
- to communicate with, exploit, harm or attempt to harm minors in any way;
- to engage in any other conduct that restricts or inhibits anyone's use of enjoyment of the Website, or which, as determined by us, may harm us or users of the Website, or expose them to liability; or
- in any way or for any purpose that breaches these Terms or the terms of any of the documents these Terms refer to.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms, without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

## **10. GEOGRAPHIC RESTRICTIONS**

The Website is provided for users in the United States. Although it may be possible to access the Website from other countries, we make no representation that our website is compliant with any legal requirements in force in any jurisdiction other than the United States, or that the content available on the Website will be appropriate for users in other countries or states. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## **11. LINKS TO OTHER WEBSITES**

Links to third party content or websites may appear on our website from time to time. If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We are not responsible for the content of any websites accessible via any link(s) on our website ("Linked Sites"). We do not endorse or sponsor any Linked Sites or the information, products, or services contained on any Linked Sites. Linked Sites are governed by their own terms of use and privacy policies. You may need to use or obtain additional products or services in order to use the Linked Sites, such as a mobile device, internet access, and a data connection. You must obtain or use these products or services separately and pay all associated charges (including for internet access or other data transmission). All content on Linked Sites is outside of our control, and we do not represent or warrant that such content is related to us or our website, suitable or appropriate for use or viewing, lawful or accurate.

## **12. CALLS AND/OR TEXT MESSAGES**

By providing us with your phone number (including as part of your Account), you agree to receive text messages and/or calls from us and/or our agents/affiliates, including via automated means, including via Automatic Telephone Dialing System and/or artificial or prerecorded voice, for any purpose, including but not limited to marketing and service-related messages. You do not need to provide such consent as a condition of receipt of any good or service, in which case do not provide us your phone number. You may opt-out at any time.

Message and data rates may apply. The frequency of calls/text messages that we send to you depends on your transactions with us. Any charges are billed by and payable to your wireless

service provider. Please contact your wireless service provider for pricing plans and details. Text message services are provided on an “as is” basis and may not be available in all areas at all times. Each text message will provide you instructions on how to opt-out. In response to any request to opt-out, you may receive a message confirming you have opted-out.

### **13. PRODUCT PURCHASES**

Please select your country of delivery and your preferred currency for payment before browsing to ensure the correct information is displayed on screen.

To place an order for products on the Website, you should press the ‘pay now’ button at the end of the checkout process. You will be guided through the process of placing an order by a series of simple instructions on the Website.

At the checkout you will be given an opportunity to review your order, including the country of delivery, to make any amendments prior to placing an order.

You will receive an order confirmation email detailing the products you have ordered. This email does not constitute our acceptance of your order. Order acceptance will take place on the dispatch of your products ordered.

If we are unable to accept your order, we will inform you of this via email and will not charge you for the product. If we have taken payment prior to non-acceptance of your order then we will refund you, but please note that it can take up to 7 business days for the bank to transfer the funds to you. Non acceptance of an order may be because:

- The product is out of stock;
- we were unable to authorize your payment or your billing information is not verifiable;
- because of unexpected limits on our resources which we could not reasonably plan for;
- an error in the price or description of the product;
- in our sole discretion, the order appears to be placed by dealers, resellers or distributors or otherwise appears fraudulent;
- your order is flagged by our security systems as an unusual order or an order susceptible to fraud;
- we could not deliver to the address provided by you; or
- due to an event outside of our control (as further set forth herein).

We will assign an order number to your order. It will help us if you can tell us the order number whenever you contact us about your order.

The transaction will be concluded in English.

The Website is intended solely for The Royal Collection LLC dba The Royal Adventure to sell The Royal Collection LLC dba The Royal Adventure products direct to end consumers, and therefore purchase of products for resale is strictly prohibited. Purchase for resale means the purchase of a product from The Royal Collection LLC dba The Royal Adventure by someone

who resells, or intends to resell, the The Royal Collection LLC dba The Royal Adventure product to others (consumers, businesses or any third party). The Royal Collection LLC dba The Royal Adventure believes you are involved in purchase for resale, The Royal Collection LLC dba The Royal Adventure reserves the right to take any action against you, including, without limitation, to restrict sales to you, cancel your orders, and/or suspend or close your Account.

#### **14. CHANGING YOUR ORDER**

Due to the nature and speed involved with the The Royal Collection LLC dba The Royal Adventure fulfilment process, once your order has been placed and payment processed, we will be unable to change the details of your order (such as delivery address, product types or quantity). This in no way affects your legal right to cancel, as provided herein. If you have any questions, please contact our customer services team on our contact form.

If the products you ordered have already been collected for delivery from our warehouse, we are unable to cancel your order. For unwanted products, you'll need to follow our cancellation procedure set forth herein and if you would like to add products to an order, you will need to place a new order.

#### **15. OUR PRODUCTS**

All orders are subject to acceptance and availability, which may vary depending on the shipping destination. Each product purchased is sold subject to its product description. We will take all reasonable care to ensure that all details, descriptions and prices of products appearing on the Website are correct, however, we cannot guarantee the Website's accuracy, and we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

The images of the products on our website are for illustrative purposes only. Your product and its packaging may vary slightly from its advertised images on the Website, as a result of your device's display of color.

If you have any questions or complaints about any product, please contact our customer service team at our contact form.

#### **16. DELIVERY**

##### **Introduction**

- For any sales and deliveries to addresses inside the United States (comprising of its 50 States and the Federal District of Columbia) ("U.S. Orders"), we will act as your seller on-record. We reserve the right to at any time make changes to the geographical scope of the term U.S. Orders, to – for example – include or exclude any U.S. territories, commonwealths, (freely associated) States, or other areas related to the U.S.



- For any sales and deliveries that are not U.S. Orders, The Royal Collection LLC dba The Royal Adventure has partnered with JAG alliance, Amazon or Global-e US Inc. (“Global-e, JAG Alliance or Amazon marketplace”), a third-party
- service acting as your seller-on-record for such “International Orders”. This partnership with Global-e , JAG Alliance or Amazon fulfillment allows you to buy and ship your The Royal Collection LLC dba The Royal Adventure products outside the United States, to over 100 destinations worldwide. Please refer to the International Orders portion of this Section 16 for relevant information related to International Orders.

#### General Provisions Applicable to Any Order

- The list of countries that we and Global-e, Amazon marketplace or JAG alliance currently deliver to which will be displayed during the check-out process. Delivery lead times will vary according to destination and will be confirmed to you once the product is shipped.
- Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments. If we are unable to ship products within the time specified or thirty (30) days of a properly completed order, we may request your consent to a delay in shipping. Absent this consent, we will cancel your order and provide a refund, including shipping fees, within seven (7) working days.
- It is your responsibility to provide us with a complete and accurate delivery address information. We will not be liable if you supply us with incomplete or inaccurate information.
- You will pay all shipping and handling charges specified during the ordering process. Shipping and handling charges are reimbursement for the costs we incur in the processing, handling, packing, shipping, and delivery of your order. The costs of delivery will be as displayed to you on our website before you finalize your order, please check these carefully, you consent to this charge when you submit your order.

#### U.S. Orders

- When your product is shipped from our warehouse we will send you a dispatch confirmation email. Please note that products may arrive in separate parcels and may require a signature. The estimated delivery time will be confirmed to you in your dispatch confirmation email. If we do not meet this delivery time, you are entitled to cancel your order by emailing us at [info@royalcollectionskin.com](mailto:info@royalcollectionskin.com). We may contact you to offer an alternative solution to reimbursement and re-delivery of your products. In the absence of your consent for an alternative, we will refund all amounts paid, including shipping fees, within fourteen (14) working days after the date on which your order is terminated for non-delivery.

- A product will be your responsibility from the time we deliver the product to the address you gave us. The risk of loss and title for products purchased pass to you upon delivery.

#### International Orders

- The purchase is subject to Global-e, JAG Alliance or Amazon Marketplace's terms and conditions and privacy policy ("Global-e, Amazon marketplace or JAG alliance Terms and Policies"), which can be found on their websites. Please note that Global-e, Amazon marketplace or JAG alliance may amend their Terms and Policies from time to time;
- You will see that your payment method is charged by Global-e, Amazon marketplace or JAG alliance.
- Amazon Marketplace, JAG Alliance or Global-e's policy for VAT variations and rounding up could add additional costs to the item and/or delivery price. The final amount will be displayed in the transaction order summary. Delivery pricing will be converted to your selected currency at checkout; and
- Any further email communication after the initial order acknowledgment regarding your International Order shall be done by Amazon marketplace, JAG Alliance or Global-e. Once your order has been dispatched, they will send you a shipment confirmation email with tracking details.

#### **17. RIGHT TO CANCEL; NO RETURNS; REFUNDS**

All sales are final, non-cancellable and non-refundable, except as specified under Section 16 and this Section 17. We do not accept returns of products.

You are entitled to a refund in the event that the product arrives damaged. This does not affect your statutory rights. In the event your claim is justified, the purchase price and the shipping costs will be refunded. To request a refund, you must contact our customer service team by writing to us at Contact us form within forty-eight (48) hours of delivery. We may request photos of the product and a copy of your confirmation email.

Any refunds will be issued based on the original form of payment. If you paid via bank transfer you need to give this information to our customer service staff when you initiate the return so that we can refund the money directly to your account.

For any requests for refund, you must contact our customer service team by writing to us at Contact us form including details of: your name; your geographical address; the order number and reason for request; your phone number; and your email address.

## **18. OUR ONLINE STORE**

Our store is hosted on Go Daddy and Amazon marketplace. ("Go daddy) provides us with our online e-commerce platform that allows us to sell our products to you. Go-Daddy or Amazon marketplace will process your order request and your payment; please see Section 19 below for more information regarding payments. By submitting your order, you agree to Go Daddy or Amazon Marketplace processing your order.

Your data is stored through Go Daddy and Amazon marketplace's data storage, databases and the general application. Your data will be stored on a secure server behind a firewall. For more information, please see our Privacy Policy. You should also read Privacy Policy on the Go Daddy and Amazon marketplace sites.

## **19. PRICE & PAYMENT**

The price of the product will be the price indicated on the email acknowledgment sent by us on completion of your order online. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced online.

Product prices shown on the Website are in U.S. Dollars and are valid and effective only in the United States and countries to which Global-e ships International Orders. Product prices shown on the Website may change from time to time. Such prices do not include shipping and handling costs and do not include sales taxes where applicable. You are responsible for any state and local sales or use taxes that may apply to your order, which will be added to your total invoice price during the checkout process. In addition, at checkout the price of International Orders can be affected by foreign exchange differences.

If you choose to pay using a payment card with a currency denominated account that is different from the currency of your order, additional charges and foreign exchange differences may apply. These charges and exchange rates applied are beyond our control.

Local import duties and additional charge may be payable by you on receipt depending on the location of delivery. You are responsible for any import duties and clearance fees (where applicable) in your country and to check the duties and clearance fees with your local authorities.

You can find the available payment methods during the checkout process. We accept payment with, Visa, Mastercard, American Express, Paypal, Apple Pay, Google Pay and Shop Pay. Credit card payment, including recurring charges, are handled through third party payment processors. These third party payment processors will collect and retain your credit card information in order to process your payment. For more information, please review our Privacy Policy.

If you choose a direct payment gateway to complete your purchase, then Shopify stores your credit card data. It is encrypted through the Payment Card Industry Data Security Standard (PCI-DSS). Your purchase transaction data is stored only as long as is necessary to complete your purchase transaction. After that is complete, your purchase transaction information is deleted. All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.

Full payment is due upon order placement and you will be charged when you press the 'Pay Now' button at the end of the checkout process.

By placing your order and making an offer to buy a product, you authorize us and Shopify to transmit information (including any updated information) or to obtain information about you from third parties from time to time and this may include verification checks involving your debit or credit card number or credit reports e.g., in order to authenticate your identity.

You represent and warrant that (i) the credit card information you supply is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Website at the time of your order.

You acknowledge that International Orders are subject to Global-e's terms and conditions and privacy policy ("Global-e Terms and Policies"). Please note that Global-e may amend the Global-e Terms and Policies from time to time. We refer to Section 16 for more information on the delivery, taxes and additional charges related to International Orders.

## 20. SUBSCRIPTION PROGRAM

Subject to availability, we may offer you the possibility to purchase a certain amount of our products ("Subscription Products") for a certain auto-renewable term ("Subscription Term") and at certain replenishment intervals ("Replenishment"), as further described and detailed on a specific section of the Website and at the order checkout page (with each of these elements at the sole discretion of The Royal Collection LLC dba The Royal Adventure). Subscription Products will be delivered to you in accordance with these Terms. We shall use our best commercial efforts to inform you of the available subscription options and key terms and conditions in relation to your participation in our Subscription Program (as defined below) before and during the product purchase process and prior to completion of your order. Should you have any questions regarding any of our Subscription Products or our Subscription Program, then please contact our customer service [here](#).

Please note that purchasing Subscription Products is only possible in relation to U.S. Orders. Subscription Products are not available for delivery to addresses outside U.S. borders.

If you purchase a Subscription Product you acknowledge and agree that:

- You are participating in The Royal Collection LLC dba The Royal Adventure's automatic renewal subscription program ("Subscription Program"), and the Subscription Term will be automatically renewed for additional periods of the same duration as the Subscription Term at The Royal Collection LLC dba The Royal Adventure's current price for the Subscription Products you have subscribed to, until you cancel your Subscription Program in accordance with these Terms;
- You will pay all applicable fees related to the Subscription Program ("Subscription Program Fees") made known to you when ordering the Subscription Product;
- We may use a third-party payment vendor to process your payment of Subscription Program Fees;
- You warrant and represent that you are the valid owner or authorized user of the credit or debit card or other payment method facilitated by a third party payment vendor, and that all information you provide is accurate;
- At no point during the Subscription Term are you entitled to have Subscription Products delivered by The Royal Collection LLC dba The Royal Adventure (or any of its partners or third party service providers) to an address outside U.S borders; and
- you authorize The Royal Collection LLC dba The Royal Adventure to charge your credit or debit card or other payment method at the start of the Subscription Term, and at every Replenishment, until you cancel the Subscription Program or the Subscription Term expires.

Your right to use and delivery of the Subscription Products is conditioned upon The Royal Collection LLC dba The Royal Adventure receiving your payment of the Subscription Program Fees. If payment cannot be charged to your credit or debit card or other payment method, or if a charge is refunded or cancelled for any reason, we reserve the right to immediately either suspend or terminate your access to and participation in the Subscription Program, thereby terminating your subscription and all our obligations under these Terms.

We reserve the right to change any of the fees that we charge, or to institute new or additional fees, at any time upon notice to you.

#### *Cancellation of Subscription Program*

- You may cancel your Subscription Program at any time, except if your Subscription Term includes a minimum subscription period during which you have agreed to not cancel, terminate or suspend the Subscription Program.
- To inform us of your cancellation, please contact us [here](#). Upon receipt of your cancellation notification we shall (i) immediately terminate your Subscription Program, (ii) cancel any scheduled but unshipped Replenishments, and (iii) immediately terminate any authorization given by you to charge your preferred payment method in relation to

your Subscription Program, except with respect to any Replenishments that were shipped prior to the receipt of your cancellation notification which shall be charged to your preferred payment method in accordance with these Terms.

## **21. PRODUCT RESTRICTIONS**

There may be instances where due to restrictions (legal or otherwise) or practices in relation to a product, we are prevented from being able to deliver it to you. We shall not be held liable in relation to any product that we are unable to sell or deliver to you as a result of such restrictions. In the event that a restriction is enforced after you have placed your order with us, we will do our utmost to notify you as soon as reasonably practicable.

## **22. DISCOUNT CODES**

You may only use one discount code with each order. We reserve the right to reject or cancel any orders where you add more than one discount code to the basket. We allow you to use discount codes strictly on the terms and conditions upon which they were issued which, amongst other things, may include terms relating to your eligibility to use them and a maximum order value. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

## **23. PROMOTIONS**

From time to time, we may offer you the opportunity to participate in challenges or other promotions (collectively, "Promotions"). You may not transfer, assign, sell, trade or barter any prize, premium or other benefit you receive through a Promotion. ANY PRIZE, PREMIUM OR OTHER BENEFIT IS AWARDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE FROM SKKN BY KIM, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

We reserve the right to modify, terminate or suspend the availability of Promotions and to correct errors or inconsistencies in Promotion-related materials. We may disqualify any individual who tampers with any Promotion. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF A PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND WE RESERVE THE RIGHT TO SEEK DAMAGES FROM SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

You agree to be bound by our decisions, which are final and binding in all matters relating to Promotions. Promotions are subject to all applicable federal, state and local laws, rules and regulations. Promotions are void where that they are prohibited, restricted or taxed.

BY PARTICIPATING IN A PROMOTION, YOU AGREE TO RELEASE SKKN BY KIM AND ITS AGENTS FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING FROM OR IN CONNECTION WITH PARTICIPATION IN ANY PROMOTION-RELATED

ACTIVITY OR THE RECEIPT, USE OR MISUSE OF ANY PRIZE OR PREMIUM THAT YOU MAY RECEIVE.

### **23. DELAY AND EVENTS BEYOND OUR CONTROL**

We will not be responsible to you for any delay or failure to comply with our obligations under these terms and conditions if the delay or failure arises from any cause beyond our reasonable control. If our supply of the products is delayed by an event outside our control then we will contact you to let you know. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received. Nothing in this section limits your statutory rights or rights under Section 16.

### **24. ARBITRATION**

You agree that any and all claims arising from or relating to these Terms or any good or service provided by us (The Royal Collection LLC dba The Royal Adventure) to you and/or the person or entity you represent shall be subject to binding arbitration under the Federal Arbitration Act (“FAA”). This includes claims based on contract, tort, equity, statute, or otherwise, as well as claims regarding the scope and enforceability of this provision. It includes all claims by or against you, us, and/or others providing or receiving any product or service related to these Terms or your purchase(s) or transaction(s) with us. However, at the election of any party, any claims subject to the jurisdiction of a small claims court are not required to be arbitrated; nor are claims for injunctive relief to protect intellectual property rights.

A single arbitrator shall decide all claims and shall render a final, written decision. You may choose the American Arbitration Association (“AAA”), JAMS, or other similar arbitration service provider acceptable to us to administer the arbitration. Consistent with the FAA, the appropriate AAA rules, JAMS rules, or other service provider rules shall apply, as determined by the arbitrator. For AAA and JAMS, these rules are found at [www.adr.org](http://www.adr.org) and [www.jamsadr.com](http://www.jamsadr.com).

Each party to the arbitration shall pay his, her, or its own costs of arbitration, unless otherwise required by the relevant arbitration rules. If you cannot afford your arbitration costs, you may apply for a waiver under the relevant rules.

The parties waive any right to bring representative claims on behalf of a class of individuals or entities or on behalf of the general public (the “class action waiver”). The arbitration provision may be severed or modified if necessary to render it enforceable. For example, if a California court determines that this class action waiver is not enforceable to the extent it prohibits any right

to public injunctive relief, if any, all other claims subject to arbitration shall be arbitrated under this provision, with a court to decide any claim for public injunctive relief.

## **25. EXCLUSIONS AND LIMITATIONS OF LIABILITY**

We do not exclude our liability to you where it would be unlawful to do so. If applicable law does not allow all or any part of the below limitations of liability to apply to you, the limitations will apply to you only to the maximum extent permitted by applicable law.

SUBJECT TO THE AFORESAID, IN NO EVENT SHALL WE (INCLUDING OUR PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS) UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO YOU FOR ANY LOSS, DAMAGE (WHETHER DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR OTHERWISE), COSTS, EXPENSES, LIABILITIES OR PENALTIES, WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE, WHETHER FORESEEABLE OR UNKNOWN, ARISING FROM, IN CONNECTION WITH OR RELATING TO:

- YOUR USE OF OUR WEBSITE.
- ANY CORRUPTION OR LOSS OF DATA;
- ANY INABILITY TO ACCESS OUR WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY INTERRUPTIONS, SUSPENSION OR WITHDRAWAL OF OUR WEBSITE (FOR ANY REASON WHATSOEVER);
- ANY USE YOU MAKE OF ANY CONTENT OR MATERIALS ON OUR WEBSITE, INCLUDING ANY RELIANCE YOU MAKE ON SUCH CONTENT OR MATERIAL;
- ANY LOSS OF SAVINGS, PROFITS, SALES, BUSINESS OR REVENUE;
- ANY LOSS OF REPUTATION OR GOODWILL;
- ANY LOSS OF SAVINGS;
- ANY LOSS OF A CHANCE OR OPPORTUNITY; OR
- ANY OTHER SECONDARY, CONSEQUENTIAL OR INDIRECT LOSSES,

AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, WITHOUT LIMITATION, YOU ASSUME AND SHALL BE LIABLE FOR THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS, DAMAGE, COSTS, EXPENSES, LIABILITIES OR PENALTIES ARISING.

WE SHALL NOT BE LIABLE FOR ANY DAMAGE THAT YOU COULD HAVE AVOIDED BY FOLLOWING OUR ADVICE TO APPLY AN UPDATE OFFERED TO YOU FREE OF CHARGE OR FOR DAMAGE THAT WAS CAUSED BY YOU FAILING TO CORRECTLY FOLLOW INSTALLATION INSTRUCTIONS OR TO HAVE IN PLACE THE MINIMUM SYSTEM REQUIREMENTS ADVISED BY US.



You specifically agree that we shall not be liable for any content or the defamatory, offensive or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

YOU AGREE THAT IN THE EVENT THAT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES ARISING OUT OF, OR IN CONNECTION WITH, OUR ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEBSITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY US, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEBSITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY US.

To the extent that any of the provisions of this section are unenforceable as outright exclusions of liability, they shall be construed as limitations on liability, limiting our liability to you to the maximum extent permitted by law.

## **26. INDEMNIFICATION**

You (and also any third party for or on behalf of whom you operate an Account or activity on the Website) agree to defend (at our request), indemnify and hold us harmless from and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable legal and attorneys' fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Website or those conducted on your behalf):

- your uploads, access to or use of the Website.
- your breach or alleged breach of these Terms.
- your violation of any third-party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right;
- your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or
- any misrepresentation made by you.

You will cooperate as fully required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not, in any event, settle any claim without our prior written consent.

## **27. DISCLAIMERS**

TO THE MAXIMUM EXTENE PERMITTED BY APPLICABLE LAW, ALL PRODUCTS OFFERED ON THIS SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY

RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE IS PROVIDED ON AN “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO:

- THE SERVICE.
- THE WEBSITE CONTENT.
- USER CONTENT; OR
- SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO THE WEBSITE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

WE DO NOT REPRESENT OR WARRANT THAT THE WEBSITE OR CONTENT WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES THE WEBSITE AVAILABLE WILL BE PROVIDED ON A TIMELY, RELIABLE OR SECURE BASIS, OR IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES, WORMS, OR OTHER HARMFUL OR MALICIOUS COMPONENTS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE CONTENT (INCLUDING ANY INSTRUCTIONS) ON THE WEBSITE IS ACCURATE, COMPLETE OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT YOUR USE OF THE WEBSITE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND WE SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS.

BY ACCESSING OR USING THE WEBSITE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

WE DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS,

DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ACTION OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

## **28. AGE RESTRICTIONS ON USE OF OUR WEBSITE**

By using this site, you represent that you are at least the age of majority in your state of residence, or that you are the age of majority in your state of residence, and you have given us your consent to allow any of your minor dependents to use this Website. The Royal Collection LLC dba The Royal Adventure and the Website do not knowingly collect information from children under age 18. If you are under age 13, you are not permitted to use the Website or to submit any personally identifiable information to the Website. If you provide information to us through the Website, you represent that you are 13 years of age or older. If you are between 13 and 17 years of age, when you visit, browse and use the information on the Website, you represent that you have the permission of a parent or guardian to do so and who agrees to these Terms on your behalf; you may not submit any personal information. If you are a parent or guardian and believe we may have inadvertently collected personal information from your child, please notify The Royal Collection LLC dba The Royal Adventure immediately.

## **29. SUSPENSION AND TERMINATION**

We reserve the right to suspend or terminate access to or withdraw or modify all or part of the Website or your Account for any reason without notice, including for business or operational reasons, such as improving the appearance or functionality of the Website, content updates, periodic maintenance, or to resolve any issues that we become aware of. You may terminate your Account or your use of the Website at any time.

Termination will not limit any of our other rights or remedies. The sections titled Ownership of Material on our Website, Indemnification, Exclusions and Limitations of Liability, Disclaimers, Arbitration, Governing Law, and General and any other provision that is intended to survive termination shall survive termination of these Terms or your access to the Website or Account.

We have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. **YOU WAIVE AND HOLD HARMLESS The Royal Collection LLC dba The Royal Adventure AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

## **30. NOTICES**

We may give you all required notices (including legal process) by any lawful method, including by posting notices on the Website or by sending it to any email address that you provide to

us. You agree to send us notices via our Contact us form or by mailing them to the following address:

The Royal Collection LLC dba The Royal Adventure

**10300 West Charleston Ste 13 Box 526 Las Vegas Nevada 89135**

### **31. GOVERNING LAW**

Except for the arbitration provision, which is governed by the Federal Arbitration Act, these Terms, any documents they refer to, and any disputes arising from or in relation to them or any documents they refer to, whether contractual or non-contractual, shall be governed by and construed in accordance with United States law in the State of Nevada, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Nevada.

### **32. NOTICE TO NEVADA RESIDENTS**

If the Website is at any time deemed an electronic commercial service (as defined under NEVADA Civil Code Section NRS CHAPTER 719), Nevada residents are entitled to the following specific consumer rights information:

The provider of the Website is:

**Provider:** The Royal Collection LLC dba The Royal Adventure

**Phone:** 702-573-5598

**E-mail:** [info@royalcollectionskin.com](mailto:info@royalcollectionskin.com)

**Postal Address:** The Royal Collection LLC dba The Royal Adventure 10300 West Charleston Ste 13 Box 526 Las Vegas Nevada 89135

If the Website is deemed an electronic commercial service, you may file a complaint regarding the Website or to receive further information regarding use of the Website by sending a letter to the attention of "Legal Department" at the above address.

### **33. GENERAL**

If any provision of these Terms is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of these Terms will remain in full force and effect. You and The Royal Collection LLC dba The Royal Adventure intend that the provisions of these Terms be enforced to the fullest extent permitted by applicable law. Accordingly, you

and The Royal Collection LLC dba The Royal Adventure agree that if any provision is deemed unenforceable, where possible, it will be modified to the extent necessary to make it enforceable, which may include its deletion. Section titles are only for convenience and have no legal or contractual significance. Any list of examples following "including" or "e.g.," is illustrative and not exhaustive, unless qualified by terms like "only" or "solely". The Royal Collection LLC dba The Royal Adventure may assign these Terms, in whole or in part, at any time, with or without notice to you. You may not assign, transfer, or sublicense your rights, if any, in your Account, to the Website, or under these Terms. No waiver by The Royal Collection LLC dba The Royal Adventure shall be construed as a waiver of any proceeding or succeeding breach of any provision. These Terms (including any incorporated terms or policies) constitute the entire agreement between you and The Royal Collection LLC dba The Royal Adventure with respect to your Account, the Website and your transaction for the purchase of products. Both you and The Royal Collection LLC dba The Royal Adventure warrant to each other that, in entering these Terms, neither The Royal Collection LLC dba The Royal Adventure nor you have relied on or will have any right or remedy based upon any statement, representation, warranty, or assurance other than those expressly stated in these Terms. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than you and The Royal Collection LLC dba The Royal Adventure, or The Royal Collection LLC dba The Royal Adventure's successors and permitted assigns, will have any right to enforce any of these Terms.