

TERMS OF USE

Welcome to the TRIO Salon, Ltd. website. The information provided on our website is for general informational and educational purposes only. Please read and review these Terms of Use carefully before accessing or using our website. By accessing or using our website, you acknowledge that you have read, understood and agreed to these Terms of Use. If you do not agree to these Terms of Use, you may not access or use our website. We reserve the right to modify our Terms of Use from time to time and will mark new versions with a corresponding effective date.

Use of Our Website: The information provided on our website is for general informational and educational purposes. Certain sections of our website are intended for particular audiences including our employees, customers and members of the general public. Your access to and use of the information contained in the website is subject to these Terms of Use. By accessing and using our website, you accept, without limitation or qualification, these Terms of Use.

Content: We will use reasonable efforts to include accurate and up-to-date information on our website but make no warranties or representations of any kind as to its accuracy, currency or completeness. YOU AGREE THAT ACCESS TO AND USE OF OUR WEBSITE AND THE CONTENT THEREOF IS AT YOUR OWN RISK. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. Neither we nor any party involved in creating, producing, or delivering our website shall be liable for any damages, including without limitation, direct, incidental, consequential, indirect or punitive damages, arising out of access to, use of or inability to use our website, or any errors or omissions in the content thereof. This limitation includes damages to, or for any viruses that infect your computer equipment.

Indemnification: You agree to indemnify, defend and hold us harmless, along with our officers, directors, employees, agents, suppliers and third party partners, from and against all losses, expenses, damages and costs, including reasonable attorney's fee, resulting from any violation by you of these Terms of Use.

Privacy: We respect the privacy of our website users. See our Privacy Policy for additional information on how we may use personal information you provide to fulfill your request for information, products or services.

Third Party Websites and Links: Our website may contain links or references to other websites maintained by third parties over whom we have no control. Such links are provided merely as a convenience. Similarly, our website may be accessed from third party links over whom we have no control. We make no warranties or representations of any kind as to the accuracy, currency, or completeness of any information contained in such websites and shall have no liability for any damages or injuries of any kind arising from such content or information. Inclusion of any third party link does not imply an endorsement or recommendation by us.

Medical Information: Our website may contain general information relating to various hair and skin conditions and their treatment. Such information is provided for informational purposes only and is not meant to be a substitute for advice by a professional stylist or other qualified healthcare professional.

Non-Confidential Information: Subject to any applicable terms and conditions set forth in our Privacy Policy, any communication or other material that you send to us through the internet or post on the website by electronic mail or otherwise, such as questions, comments, suggestions or the like, is and will be deemed to be non-confidential and we shall have no obligation of any kind with respect to such information. We shall be free to use any ideas, concepts, know-how or techniques contained in such communication for any

purpose whatsoever, including but not limited to, developing, manufacturing and marketing products and/or services.

Trademarks: All product names, whether or not appearing in large print or with the trademark symbol, are trademarks of TRIO Salon, Ltd., its affiliates, related companies or its licensors or joint venture partners, unless otherwise noted. The use or misuse of these trademarks or any other materials, except as permitted herein, is expressly prohibited and may be in violation of copyright law, trademark law, the law of slander and libel, the law of privacy and publicity, and communications regulations and statutes. Please be advised that we actively and aggressively enforce our intellectual property rights to the fullest extent of the law.

Copyrights: The entire contents of our website are subject to copyright protection. The contents of our website may not be copied other than for noncommercial individual reference with all copyright or other proprietary notices retained, and thereafter may not be recopied, reproduced or otherwise redistributed. Except as expressly provided above, you may not otherwise copy, display, download, distribute, modify, reproduce, republish or retransmit any information, text or documents contained in our website or any portion thereof in any electronic medium or in hard copy, or create any derivative work based on such images, text or documents, without our express written consent. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any of our patents or trademarks or those of any third party.

Void Where Prohibited: Our website and its contents are intended to comply with the laws and regulations in the United States of America. Although the information on our website may be accessible to users outside of the U.S., the information pertaining to us, our services and/or products is intended for use only by residents of the U.S. Other countries may have laws, regulatory requirements and medical practices that differ from those of the U.S. We reserve the right to limit provision of our services or products to any person, geographic region or jurisdiction and/or to limit the quantities or any products or services we provide. Any offer for any product or service made on our website is void where prohibited.

Governing Law: These Terms of Use and your use of our website shall be governed by the laws of the United States of America and the State of Illinois without regard to its conflicts of laws principles. Any legal action or proceeding related to our website shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Illinois.

Miscellaneous: If any provision of these Terms of Use is held to be unlawful, void or unenforceable, then such provision shall be severable without affecting the enforceability of all remaining provisions. We reserve the right to alter or delete materials from our website at any time at our discretion.

Updated: January 2011