

TERMS AND CONDITIONS AGREEMENT

Last Updated: April 10, 2025

1. INTRODUCTION AND ACCEPTANCE OF TERMS

1.1 Agreement to Terms.

These Terms and Conditions (“Terms”) constitute a legally binding agreement between you (“you,” “your,” or “User”) and Swatched Beauty Inc, a California corporation with its principal place of business at 8721 Santa Monica Blvd, Ste. 246, West Hollywood, CA 90069 (“Company,” “we,” “us,” or “our”), governing your access to and use of the website www.swatched.com (the “Website”) and the purchase of products through our e-commerce platform.

1.1.1 Important Notice Regarding Dispute Resolution.

These Terms include a **binding arbitration clause** and **class action waiver in Section 10**. Please read it carefully, as it affects your rights to resolve disputes with Swatched.

1.2 Acceptance.

By accessing or using the Website, creating an account, or making a purchase, you acknowledge that you have read, understood, and agree to be bound by these Terms, including our [Privacy Policy](#), as described in Section 11, any additional guidelines, policies, and future modifications. If you do not agree to these Terms, you must not access or use the Website or make any purchases.

1.3 Modifications.

We reserve the right, at our sole discretion, to modify, amend, or update these Terms at any time. Any changes will be effective immediately upon posting the updated Terms on the Website. Your continued use of the Website following the posting of any changes constitutes acceptance of such changes. We will notify you of material changes by posting a prominent notice on the Website or sending you an email notification.

1.4 Electronic Communications.

By using the Website, you consent to receive communications from us electronically, including emails, texts, and notices posted on the Website. You agree that all agreements, notices, disclosures, and other communications we provide electronically satisfy any legal requirement that such communications be in writing, pursuant to the E-SIGN Act and California's Electronic Transactions Act.

2. ELIGIBILITY AND ACCOUNT REGISTRATION

2.1 Age Requirement.

You must be at least sixteen (16) years of age to access the Website, create an account, or make purchases. By using the Website, you represent and warrant that you are at least sixteen (16) years of age and have the legal capacity to enter into binding contracts.

2.2 Account Creation.

To make purchases, you may be required to create an account. You agree to:

- a) Provide accurate, current, and complete information;
- b) Maintain and promptly update your account information;
- c) Maintain the security and confidentiality of your login credentials;
- d) Immediately notify us of any unauthorized use of your account; and
- e) Accept responsibility for all activities that occur under your account.

2.3 Account Termination.

We reserve the right to suspend, terminate, or delete your account at any time, without notice or liability, for any reason, including but not limited to:

- a) Violation of these Terms;
- b) Fraudulent or suspicious activity;
- c) Provision of false or misleading information; or
- d) Extended periods of inactivity.

2.4 Product Use and Resale Limitations.

All products offered through the Website are intended for personal use only. You may not purchase products for resale, commercial distribution, or export unless

expressly authorized in writing by Swatched. We reserve the right to limit order quantities, refuse or cancel any order, and restrict access to the Services if we suspect unauthorized resale, bulk purchasing, or abuse of our platform.

2.5 Right to Refuse Service.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders at our sole discretion. This includes, without limitation, cases involving violation of these Terms, suspected fraud or abuse, or conduct that we determine in our sole judgment to be harmful to other users, Swatched, or third-party partners.

3. PRODUCTS AND PRICING

3.1 Product Descriptions.

We strive to provide accurate product descriptions, specifications, and pricing. However, we do not warrant that product descriptions or other content on the Website are accurate, complete, reliable, current, or error-free.

3.2 Pricing and Payment.

- a) All prices are listed in U.S. dollars and are subject to change without notice;
- b) Prices do not include applicable taxes, shipping, and handling charges, which will be added to your order total;
- c) We reserve the right to refuse or cancel orders containing pricing errors, regardless of whether the order has been confirmed or payment has been processed;
- d) In the event of a pricing error, we will notify you and provide the option to proceed with the order at the correct price or cancel the order;
- e) We accept payment through authorized payment processors, and you agree to provide valid and current payment information;
- f) We reserve the right to refuse or cancel suspicious transactions or transactions that cannot be verified.

3.3 Order Limits and Pricing Errors.

We reserve the right to limit the quantity of any products purchased, cancel or refuse any order, or restrict access to the Services for any reason, including suspected abuse, bulk purchasing, or unauthorized resale.

We also reserve the right to correct any errors, inaccuracies, or omissions related to pricing, availability, or promotions, even after an order has been submitted or confirmed. If a pricing error is discovered, we will notify you and offer the option to cancel or proceed with the order at the corrected price.

4. SHIPPING AND DELIVERY

4.1 Shipping Terms.

- a) We only ship to addresses within the United States and its territories;
- b) Risk of loss and title for products purchased from the Website passes to you upon delivery of the products to the carrier;
- c) We will provide tracking information for all shipments;
- d) Delivery times are estimates only and are not guaranteed;
- e) You are responsible for providing accurate shipping information and ensuring someone is available to receive the delivery.

4.2 Shipping Costs.

Shipping costs are calculated based on:

- a) The delivery address;
- b) The size and weight of the products;
- c) The shipping method selected; and
- d) Any special handling requirements.

5. RETURNS AND REFUNDS

5.1 Return Policy.

We accept returns within thirty (30) days of delivery, subject to the following conditions:

- a) The product must be unused and in its original condition;
- b) The product must be in its original packaging with all tags attached;

- c) All accessories, manuals, and promotional items included with the product must be returned;
- d) A return authorization must be obtained from our customer service department prior to returning any product;
- e) Custom or personalized items are not eligible for return unless defective.

We reserve the right to deny returns or refunds in cases of excessive return activity, suspected abuse of our return policy, or fraud. Return eligibility is determined at our sole discretion. Swatched also reserves the right to block future transactions or account access in such circumstances.

5.2 Refund Process.

- a) Upon receipt and inspection of the returned product, we will process your refund within five (5) business days;
- b) Refunds will be issued to the original payment method used for the purchase;
- c) Original shipping charges are non-refundable unless the return is due to our error;
- d) Return shipping costs are the responsibility of the customer unless the return is due to our error or a defective product.

5.3 Damaged or Defective Products.

- a) Products damaged during shipping must be reported within 48 hours of delivery;
- b) Defective products must be reported within the manufacturer's warranty period;
- c) Photographic evidence of damage may be required;
- d) We reserve the right to replace damaged or defective products instead of providing a refund.

6. WARRANTY AND DISCLAIMER

6.1 Limited Warranty.

- a) We do not provide any additional warranties beyond those provided by the product manufacturer;

- b) All manufacturer warranties are passed through to you in their original form;
- c) Warranty claims must be processed directly with the manufacturer according to their warranty procedures;
- d) We will provide reasonable assistance in connecting you with the appropriate manufacturer warranty service.

For purchases made by California residents, the provisions of the [Song-Beverly Consumer Warranty Act \(California Civil Code §§1790–1795.8\)](#) apply to any manufacturer warranties provided with the product. Swatched does not modify or extend any such warranties but will facilitate communication with the manufacturer if needed.

6.2 Disclaimer of Warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND ALL PRODUCTS ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE COMPANY OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

7. LIMITATION OF LIABILITY

7.1 Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE WEBSITE OR PRODUCTS. THE COMPANY’S TOTAL LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE

TERMS OR THE PRODUCTS SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SPECIFIC PRODUCT(S) GIVING RISE TO THE CLAIM.

7.2 Exceptions.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

8. USER-GENERATED CONTENT

8.1 Content Ownership and License.

- a) You retain ownership of any content you submit to the Website, including but not limited to product reviews, comments, and photographs (“User Content”);
- b) By submitting User Content, you grant the Company a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such User Content in any media format or channel;
- c) You represent and warrant that you own or control all rights in and to your User Content and have the right to grant the license above;
- d) You agree to indemnify and hold the Company harmless from any claims resulting from any violation of these representations and warranties.

We reserve the right, at our sole discretion, to review, monitor, reject, edit, remove, or disable access to any User Content submitted to the Website, at any time and for any reason, without notice. We are not obligated to publish or retain any User Content and assume no liability for any loss or damage resulting from our decision to remove or not publish content.

8.2 Content Restrictions.

You agree not to post User Content that:

- a) Is false, misleading, or fraudulent;
- b) Infringes any third party’s intellectual property rights;
- c) Contains hate speech, discriminatory content, or harassment;

- d) Violates any applicable law or regulation;
- e) Contains malware, viruses, or other harmful code;
- f) Promotes illegal activities or violence;
- g) Is obscene, pornographic, or sexually explicit;
- h) Reveals personal information about others without their consent.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Company IP Rights.

- a) All content on the Website, including but not limited to text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of the Company or its content suppliers and is protected by United States and international copyright laws;
- b) The compilation of all content on the Website is the exclusive property of the Company and is protected by United States and international copyright laws;
- c) All trademarks, service marks, and trade names used on the Website are trademarks or registered trademarks of the Company or its licensors.

9.2 DMCA Compliance.

- a) We respect the intellectual property rights of others and expect our users to do the same;
- b) Pursuant to the [Digital Millennium Copyright Act \(DMCA\)](#), we will respond expeditiously to claims of copyright infringement that are reported to our designated copyright agent Andrew Zepeda who can be reached as follows:

Swatched Beauty Inc.

Legal Department

8721 Santa Monica Blvd, Ste. 246

West Hollywood, CA 90069

Email: legal@swatched.com;

- c) If you believe that your copyrighted work has been copied and is accessible on the Website in a way that constitutes copyright infringement, please provide our copyright agent with the following information:

- i) A physical or electronic signature of the copyright owner or authorized agent;
- ii) Identification of the copyrighted work claimed to have been infringed;
- iii) Identification of the material that is claimed to be infringing;
- iv) Contact information for the complaining party;
- v) A statement of good faith belief that the use is not authorized;
- vi) A statement, under penalty of perjury, that the information is accurate and that the complaining party is authorized to act on behalf of the copyright owner.

10. DISPUTE RESOLUTION

10.1 Mandatory Arbitration.

- a) Any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator;
- b) The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures;
- c) Judgment on the award may be entered in any court having jurisdiction;
- d) This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction;
- e) The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

10.2 Class Action Waiver.

- a) You agree that any arbitration or proceeding shall be limited to the dispute between us and you individually;
- b) To the full extent permitted by law:
 - i) No arbitration or proceeding shall be joined with any other;
 - ii) There is no right or authority for any dispute to be arbitrated or resolved on a class action basis;

- iii) There is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

10.3 Exception to Arbitration.

Notwithstanding the foregoing, either party may bring an individual action in small claims court or seek emergency injunctive relief in any court of competent jurisdiction in connection with an actual or threatened breach of intellectual property rights or confidentiality obligations.

10.4 Waiver of Jury Trial.

YOU AND SWATCHED HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. All disputes covered by this agreement will be resolved by binding arbitration, as described above. If any litigation should arise between you and Swatched in any state or federal court (e.g., to enforce or vacate an arbitration award), YOU AND SWATCHED WAIVE ALL RIGHTS TO A JURY TRIAL, and instead elect to have the dispute resolved by a judge.

10.5 Opt-Out of Arbitration - Swatched Terms.

You may opt-out of the agreement to arbitrate by sending written notice to legal@swatched.com within thirty (30) days of your first use of the Website. Your opt-out notice must include your:

- a) Full name;
- b) Email address;
- c) Mailing address;
- d) A clear statement that you wish to opt-out of the arbitration agreement.

If you opt-out, all other parts of these Terms will continue to apply.

11. PRIVACY AND DATA PROTECTION

11.1 Privacy Policy.

- a) Our collection and use of personal information is governed by our [Privacy Policy](#), which is incorporated into these Terms by reference;

- b) By using the Website, you consent to the collection, use, and sharing of your information as described in our [Privacy Policy](#);
- c) We comply with the [California Consumer Privacy Act \(CCPA\)](#), [California Online Privacy Protection Act \(CalOPPA\)](#), and other applicable state privacy laws. As described in our [Privacy Policy](#), Swatched may collect and process sensitive personal information and biometric data (such as facial scan inputs and skin-related concerns) solely with your explicit consent and only for the purpose of providing personalized, cosmetic-related recommendations.

11.2 Data Rights.

Depending on your jurisdiction, you may have the following rights regarding your personal information, including those outlined for California residents:

- a) The right to know what personal information is collected;
- b) The right to delete personal information;
- c) The right to opt-out of the sale of personal information;
- d) The right to non-discrimination for exercising these rights;
- e) The right to receive information about how personal information is shared with third parties for direct marketing purposes ([Shine the Light Law](#)).

11.3 Data Security.

- a) We implement reasonable security measures to protect your personal information;
- b) You are responsible for maintaining the confidentiality of your account credentials;
- c) You must immediately notify us of any unauthorized use of your account or any other security breach.

12. ACCESSIBILITY

12.1 ADA Compliance.

- a) We are committed to making the Website accessible to individuals with disabilities in accordance with the [Americans with Disabilities Act \(ADA\)](#);
- b) We strive to maintain Website accessibility standards as set forth in the [Web Content Accessibility Guidelines \(WCAG\) 2.1 Level AA](#);

- c) If you experience any accessibility issues, please contact our customer service department.

13. AI and Automated Features

Swatched may use artificial intelligence, machine learning, and other automated technologies to provide personalized product recommendations, usage instructions, and visualizations based on user preferences, inputs, and data. These features are provided for informational and cosmetic purposes only and are not intended to constitute medical advice or diagnosis. We do not guarantee the accuracy or suitability of AI-generated results for every individual. By using the Website, you acknowledge and accept the use of such automated tools and agree that any decisions you make based on AI-driven outputs are at your own discretion and risk.

14. Prohibited Conduct

You agree not to engage in any of the following prohibited activities:

- a) Accessing or using the Website in any manner that violates any applicable law, regulation, or these Terms;
- b) Attempting to probe, scan, or test the vulnerability of the Website or circumvent any security or authentication measures;
- c) Scraping, harvesting, copying, indexing, or otherwise collecting information from the Website or its AI-generated outputs using any automated means (including crawlers, bots, scripts, or similar technologies);
- d) Reverse-engineering, decompiling, modifying, or attempting to derive the source code, logic, or underlying models used in any AI-powered features of the Website;
- e) Using the Services to resell, redistribute, sublicense, or otherwise commercially exploit any content, recommendation, or feature without our prior written consent;
- f) Submitting any false, misleading, or fraudulent information through the Website;
- g) Transmitting any viruses, malware, or other harmful code;
- h) Interfering with or disrupting the operation of the Website, servers, or networks;

- i) Impersonating any person or entity or misrepresenting your affiliation with any person or organization;
- j) Using any content or information from the Website to develop a competing platform or recommendation engine.

Swatched reserves the right to suspend or terminate any user account or access to the Services for conduct that violates this Section or otherwise interferes with the integrity of the Website or any associated systems.

15. GENERAL PROVISIONS

15.1 Governing Law.

These Terms shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law.

15.2 Severability.

If any provision of these Terms is found to be invalid, illegal, void, or unenforceable by any court or tribunal of competent jurisdiction, the remainder of these Terms shall remain in full force and effect to the maximum extent permitted by law. The parties agree that any such invalid, illegal, void, or unenforceable provision shall be modified and limited in its effect to the extent necessary to cause it to be enforceable, or if such modification is not possible, shall be deemed severed from these Terms.

15.3 Force Majeure.

We shall not be liable for any failure or delay in performance under these Terms due to causes beyond our reasonable control, including but not limited to acts of God, war, terrorism, pandemic, epidemic, natural disasters, governmental actions, or telecommunications failures.

15.4 Assignment.

- a) You may not assign, transfer, or sublicense these Terms or any rights or obligations hereunder without our prior written consent;
- b) We may assign, transfer, or sublicense these Terms or any rights or obligations hereunder at any time without restriction or notice to you;
- c) Any attempted assignment in violation of this section shall be null and void.

15.5 Entire Agreement.

- a) These Terms, together with our [Privacy Policy](#) and any additional terms, policies, or guidelines incorporated by reference, constitute the entire agreement between you and the Company regarding the subject matter hereof;
- b) These Terms supersede all prior or contemporaneous communications, proposals, and agreements, whether electronic, oral, or written, between you and the Company regarding the subject matter hereof;
- c) No modification of these Terms shall be effective unless made in writing and signed by both parties or posted by the Company on the Website.

15.6 No Waiver.

The failure of the Company to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms must be in writing and signed by the Company to be effective.

16. CALIFORNIA-SPECIFIC PROVISIONS

16.1 California Civil Code Section 1789.3.

Pursuant to [California Civil Code Section 1789.3](#), users of the Website who are California residents are entitled to the following specific consumer rights notice:

- a) The name and address of the provider of this service is:

Swatched Beauty Inc.

8721 Santa Monica Blvd, Ste. 246

West Hollywood, CA 90069;
- b) Complaints regarding the service or requests to receive further information regarding use of this service may be sent to the above address or to legal@swatched.com;
- c) The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at:

California Department of Consumer Affairs

1625 North Market Blvd.

Suite N 112

Sacramento, CA 95834

or by telephone at (800) 952-5210.

16.2 Song-Beverly Consumer Warranty Act.

For products sold in California, the provisions of the [Song-Beverly Consumer Warranty Act](#) shall apply to any applicable manufacturer warranties.

17. CONTACT INFORMATION

17.1 Customer Service.

For questions, concerns, or complaints regarding these Terms or our services, please contact us at:

Swatched Beauty Inc

8721 Santa Monica Blvd, Ste. 246

West Hollywood, CA 90069

Email: legal@swatched.com

Hours of Operation: Monday - Friday, 9:00 AM - 5:00 PM PST.

17.2 Legal Notices.

All legal notices to the Company must be sent to legal@swatched.com or in writing to:

Swatched Beauty Inc

Attn: Legal Department

8721 Santa Monica Blvd, Ste. 246

West Hollywood, CA 90069

By using our Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.