

JOHN PAUL MITCHELL SYSTEMS

TERMS AND CONDITIONS

Effective Date: January 1, 2023

Last Updated on: August 19, 2023

These Terms and Conditions (“Terms”) govern your rights and obligations regarding the use of our website and any and all related products and services, including on the Internet at (<https://www.jpmsnewandnow.com/>) (the “JPMS Services,” “our Services” or “our Website”). These Terms constitute a fully binding agreement between you and John Paul Mitchell System and its affiliates, parents, subsidiaries and each of their respective trustees, directors, officers, shareholders, members, employees, advisors, representatives, subcontractors, consultants, attorneys, agents, suppliers, distributors, licensees and/or licensors or anyone acting on their behalf (“JPMS” or “we,” “us” or “our”). It is therefore recommended that you carefully read these Terms.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY CREATING AN ACCOUNT, OR PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH JOHN PAUL MITCHELL SYSTEM OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

Any changes to the Terms will be in effect as of the “Last Updated on” referenced on the Website. We and its suppliers own the copyright, trademarks and all other intellectual property rights in all material and content on this Website. You may use, download, copy, publish, transmit or otherwise make available by any other means for your own personal, non-commercial use only. Any other use or reproduction of the material or content is strictly prohibited.

You should review these Terms prior to purchasing any product or services that are available through this Website. Your continued use of this Website after the “Last Updated on” will constitute your acceptance of and agreement to such changes.

You should also carefully review our Privacy Policy before placing an order for products or services through this Website (see Section 11).

1. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by

us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered. You will have an opportunity to check and correct any input errors in your order up until the moment you submit your order by clicking the “Place your order” button. After submitting an order to us we will give you an order reference number and details of the products you have ordered. Please note that this information is an acknowledgement, not acceptance of your order. Acceptance of your order and the creation of a legally binding contract between us will only occur when you receive an email to confirm payment has been received. We may decline all or part of your order for any reason, in which case we will contact you as soon as we can to let you know. When deciding whether or not to accept your order we or our payment processing partner may use certain information about you, including any received from credit reference and fraud detection agencies. This helps to protect you and us against fraudulent transactions. We will tell you if your payment details cannot be authorized for any reason and may invite you to pay by another method.

2. Prices and Payment Terms.

(a) All prices and charges on this Website are shown in US Dollars. All prices, discounts, and promotions posted on this Website are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total, and will be itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information, however 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.

(b) We may offer from time to time promotions on the Website that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

(c) Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. Please check Payment Methods here <https://www.paulmitchell.com/payment-methods> to see more information on accepted cards and payment options. You represent and warrant that (i) the credit card information you supply to us 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.

3. Paul Mitchell E-Gift Cards. For some products available on our Website you can pay using Paul Mitchell E-Gift Cards. For more information on how to use Paul Mitchell E-Gift

Cards please see Gift Card Terms of Service here <https://www.paulmitchell.com/egift-card-terms-of-service>.

4. Refer-a-Friend. John Paul Mitchell Systems is offering you the opportunity to refer friends via a Referral Program. For more information about the referral program please see Refer-a-Friend Terms and conditions here <https://www.paulmitchell.com/refer-a-friend-terms-conditions>.

5. Shipments; Delivery; Title and Risk of Loss.

(a) We will arrange for shipment of the products to you. Please see Shipping and Returns policy here: <https://www.paulmitchell.com/shipping-returns>.

(b) Title and risk of loss pass to you upon our transfer of the products to the carrier/delivery. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments. We try very hard to ensure that you receive your order in pristine condition. If you do not receive all your products, or in the unlikely event that a product arrives damaged or faulty, please contact us at wecare@paulmitchell.com.

6. Returns and Refunds. Please see Shipping and Returns policy here: <https://www.paulmitchell.com/shipping-returns>.

7. Warranty and Disclaimers.

YOU USE THE JPMS SERVICES AT YOUR SOLE RISK. THE WEBSITE, INCLUDING ALL CONTENT, SOFTWARE, WEBSITE, FUNCTIONS AND MATERIALS, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES WITH RESPECT TO ANY UPTIME OR UNINTERRUPTED ACCESS, THE AVAILABILITY, ACCURACY OR USEFULNESS OF ANY CONTENT, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FEATURES, QUALITY, COMPATIBILITY, PERFORMANCE, SECURITY OR ACCURACY. WE DO NOT WARRANT THE WEBSITE AND/OR ANY CONTENT WILL BE TIMELY, SECURE, UNINTERRUPTED, OR OPERATED FREE OF DELAYS IN TRANSMISSION, FAILURE IN PERFORMANCE, COMPUTER VIRUSES, INACCURACIES, ERRORS OR DEFECTS. WE ALSO ASSUME NO RESPONSIBILITY, AND SHALL NOT BE LIABLE, FOR ANY DAMAGES TO OR VIRUS(ES) THAT MAY INFECT YOUR COMPUTER EQUIPMENT, CELLULAR/MOBILE PHONE OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, BROWSING, OR USE OF THE JPMS SERVICES. YOU ARE SOLELY RESPONSIBLE FOR IMPLEMENTING SUFFICIENT SAFEGUARD PROCEDURES AND VIRUS CHECKS (INCLUDING ANTI-VIRUS, REGULAR SYSTEM UPGRADES AND OTHER SECURITY CHECKS AND MEASURES) TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR THE ACCURACY AND SECURITY OF DATA INPUT AND OUTPUT. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU

FROM US OR THROUGH THE JPMS SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE REMEDY AGAINST JPMS FOR ANY PROBLEMS OR DISSATISFACTION WITH THE JPMS SERVICES IS TO DISCONTINUE ALL USE OF JPMS SERVICES.

8. Limitation of Liability. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR WEBSITE. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED ONE HUNDRED DOLLARS (\$100.00).

NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED WITH PERSONAL INJURY OR RESULTING FROM COMPANY INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

9. Website access rules. You represent and warrant that you will not use our Website to:

- Violate any law (including without limitation laws related to torts, contracts, export controls, patents, trademarks, trade secrets, copyrights, defamation, obscenity, rights of publicity, or other rights) or encourage or provide instructions to anyone else/ other(s) to do so;
- Act in a manner that negatively affects other users' ability to use the Website;
- Misrepresent any fact (including without limitation your identity);

- Post any software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including by engaging in any denial of service attack or similar conduct;
- Exceed your authorized access to any portion of the Website;
- Modify without written permission from JPMS any part of the Website;
- Obtain or attempt to access or otherwise obtain any content or information through any means not intentionally made available or provided for through the Website;
- Exploit errors in design and/or features which are not documented and/or bugs to gain access that would otherwise not be available;
- Use any robot, spider, scraper, or other automated means to access the Website for any purpose;
- Take any action that imposes, or may impose an unreasonable or disproportionately large load on our infrastructure; and/or
- Interfere or attempt to interfere with the proper working of or activities conducted on the Website, or bypass any measures we may use to prevent or restrict access to the JPMS Services.

You agree to use the Website solely for private and personal purposes. When you access or use it, including when you submit any content to be shared through the Website, you further warrant and represent that you will not engage in any of the following activities, some of which may also expose you to civil and/or criminal liability:

- hack, attack, copy or alter any content or obtain or attempt to gain unauthorized access to the Website or any part thereof through any means, including through means not intentionally made publicly available or provided through the Website;
- engage in any automatic or unauthorized means of accessing, logging-in or registering in connection with Website;
- use the Website in any manner that could interrupt, damage, disable, overburden and/or impair the Website or interfere with any other user's use and enjoyment of the Website, including sending chain letters, pyramid schemes, spam, mass unsolicited messages or "flooding" servers;
- engage in spamming, flooding, harvesting of email addresses or other personally identifiable information, spidering, "database scraping," or any other activity whose purpose is to obtain lists of users, their personally identifiable information and/or any other information we maintain about users of the Website;
- remove, obscure or change any copyright, trademark, hyperlink or other proprietary rights notices contained in or on the Website or any part thereof;

- use the Website in violation of our intellectual property (including but not limited to copyrights and trademarks) or other proprietary or legal rights or those of any third party;
- use the Website to violate the security of any computer network or transfer or store illegal material;
- use the Website in violation of any applicable law;
- use false information or impersonate any person or entity or misrepresent your affiliation with any other person or entity, whether actual or fictitious, including any user or any person or entity otherwise affiliated with JPMS.

By submitting any content, you guarantee that:

- You are the sole author and owner of the intellectual property rights in the content;
- All "moral rights" that you may have in such content have been voluntarily waived by you;
- All content that you post is accurate;
- You are at least **18** years old;
- Use of the content you supply does not violate these Terms and will not cause injury to any person or entity.
- You further agree that you may not submit any content:
 - That is known by you to be false, inaccurate or misleading;
 - That infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
 - That violates any law, statute, ordinance or regulation (including, but not limited to, those governing, consumer protection, unfair competition, anti-discrimination or false advertising);
 - That is, or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation;
 - For which you were compensated or granted any consideration by any unapproved third party;
 - That includes any information that references other websites, addresses, email addresses, contact information or phone numbers;
 - That contains any computer viruses, worms or other potentially damaging computer programs or files.
- You agree to indemnify and hold JPMS (and its officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers), harmless from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown including reasonable attorneys' fees, arising out of a breach of your representations and warranties set forth above, or your violation of any law or the rights of a third party.

For any content that you submit, you grant JPMS a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such content and/or incorporate such

content into any form, medium or technology throughout the world without compensation to you.

All content that you submit may be used at JPMS sole discretion. JPMS reserves the right to change, condense, withhold publication, remove or delete any content on website that JPMS deems, in its sole discretion, to violate the content guidelines or any other provision of these Terms. JPMS does not guarantee that you will have any recourse through JPMS to edit or delete any content you have submitted. Ratings and written comments are generally posted within two to four business days. However, JPMS reserves the right to remove or to refuse to post any submission to the extent authorized by law. You acknowledge that you, not JPMS, are responsible for the contents of your submission. None of the content that you submit shall be subject to any obligation of confidence on the part of JPMS, its agents, subsidiaries, affiliates, partners or third party service providers and their respective directors, officers and employees.

10. Intellectual Property Rights and License.

(a) JPMS is the exclusive owner or licensee of all the content and materials in connection with our Website, including but not limited to any software and our Website itself, and of all related intellectual property rights therein, including, but not limited to, all copyrights, moral rights, trademark and patent rights (the "IP"). Our content includes, but is not limited to, all features, functions, services, software, algorithms, designs, objects, documentation, know-how, code, data, art, graphics, animation, photographs, images, text, music, sound effects, audio and/or audio-visual elements, downloadable materials, look-and-feel, design, layout, organization, presentation, user interface, navigation and stylistic convention of our Website.

(b) All trademarks, trade names, logos and service-marks (collectively, the "Marks") related to our intellectual property are our exclusive property. Unauthorized use of any of the Marks or of any word, term, name or symbol that is likely to cause confusion or mistake with respect to the user's connection or association with JPMS, or sponsorship of the user's products or services, or that is likely to dilute any of our Marks is strictly prohibited by law. All third party trade names, trademarks, logos and service marks, if any, that display in or on our Website are the property of their respective owners.

(c) You do not acquire any ownership interest in any IP or the Marks by accessing, browsing or otherwise using the JPMS Services. You may not use, reproduce, copy, modify, distribute, transmit, display, perform, publish or otherwise exploit, through any means or media, any of our IP or Marks.

(d) We may prevent unauthorized use of the JPMS Services via technological means designed to protect our products and services. You agree not to circumvent or attempt to circumvent these means. You agree that any attempted or actual circumvention or otherwise unauthorized use by you or anyone on your behalf will result, at minimum, in the termination of all your rights under these Terms and to our products and services.

(e) On condition of your acceptance of these Terms, we grant you a non-exclusive, limited, non-transferrable, non-sub-licensable, freely revocable license to use the JPMS Services for your personal, non-commercial use only. JPMS reserves all rights not expressly granted herein. We also reserve the right to terminate at any time your license to use the JPMS Services for any reason.

11. Goods Not for Resale or Export. You represent and warrant that you are buying products or services from the Website for your own personal or household use only, and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to locations within the U.S.

12. Privacy. Our Privacy Policy governs the processing of all personal data collected from you in connection with your purchase of products or services through the Website.

13. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

14. Governing Law and Jurisdiction. This Website is operated from the U.S. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

15. Dispute Resolution and Binding Arbitration.

(a) YOU AND JPMS ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE

WEBSITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(b) The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section 15. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

(c) You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR JPMS WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

16. Opt-Out Provision: You may elect to opt out (exclude yourself) from the final, binding arbitration procedure and the class action waiver specified in these Terms by doing the following. Within 15 calendar days after the date you first accept the Terms by using the Website, you must send a letter to us at: wecare@paulmitchell.com that specifies (1) your name, (2) your IP address(es), (3) your mailing address, and (4) your request to be excluded from the final, binding arbitration procedure and class action waiver specified in these Terms. All other Terms shall continue to apply to you and your account, including the requirement to participate in pre-dispute mediation. You are not required to send the letter by certified mail or return receipt requested, but it is recommended that you do so. Your request to be excluded will only be effective and enforceable if you can prove the request was postmarked within the applicable 15-day deadline.

17. Notice for California Users. Under California Civil Code Section 1789.3, users of our Services residing in the State of California are entitled to the following specific consumer rights notice: the Complaint Assistance Unit of the Division of Consumer Services of the

California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

18. California Transparency in Supply Chain Act Disclosure. On January 1, 2012, the California Transparency in Supply Chain Act went into effect in California. This act requires retail sellers and manufacturers doing business in California to disclose the efforts made to ensure its supply chains are free from slavery and human trafficking in effort to eradicate slavery and human trafficking from product supply chains. We are committed to being responsible in its global business practices and takes steps with its product suppliers to ensure compliance with JPMS's standards of conduct as set forth in the JPMS Supplier Code of Conduct.

19. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 19 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

20. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of JPMS.

21. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

22. Notices.

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Website. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us by sending a written notice via personal delivery, overnight courier, or registered or certified mail to the following address: John Paul Mitchell Systems, 20705 Centre Pointe Pkwy, Santa Clarita, California 91350, Attn: Legal Department. We may update address or email address for notices to us by posting a notice on the Website. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

23. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

24. Entire Agreement. Our order confirmation, these Terms, our Returns and Refunds Policy and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.