

TERMS AND CONDITIONS

Welcome to Blue Lagoon's online shop!

Please take a moment to review these terms and conditions („Terms and Conditions“) of Blue Lagoon USA Inc., a company registered in USA, with its office address at 141 EAST BOSTON POST ROAD, Mamaroneck, NY 10543, USA (also referred to as "we", "us" or "our" in these Terms and Conditions). Blue Lagoon USA Inc. is a subsidiary of Bláa Lónið Heilsuvörur ehf., a company registered in Iceland, and operates an online shop for Blue Lagoon skincare products, spa products as other home products for American market (the "Shop"). Bláa Lónið Heilsuvörur ehf. is a subsidiary of Blue Lagoon Ltd., a company registered in Iceland. The website on which the Shop operates is: <https://skincare.bluelagoon.com/us/>

Please read these Terms and Conditions carefully before using the website and the Shop, in particular before placing an order and/or creating an account. By browsing the public areas of the website and the Shop, by making a purchase or creating an account, you acknowledge that you have read, understood, and agree to be legally bound by these Terms and Conditions and our Privacy Policy, which is hereby incorporated by reference (collectively, this “Agreement”).

These Terms and Conditions apply to all uses of the website and the Shop and purchases made in the Shop. Should you not agree to these Terms and Conditions, you cannot use the website or the Shop. Your access and use of the Shop will be subject to the version of the Terms and Conditions posted on the Shop at the time of use. We may at our sole discretion change, add, or delete portions of these Terms and Conditions at any time without notice to you. It is your responsibility to check these Terms and Conditions for changes prior to use of the Shop, and in any event your continued use of the Shop following the posting of changes to these Terms and Conditions constitutes your acceptance of any changes.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

Capitalized terms not defined in these Terms and Conditions shall have the meaning set forth in our Privacy Policy.

1. PRIVACY

Your privacy is important to us. To provide you with the features and benefits of online purchases with us, we need to collect information from you through the Shop. You can find our Privacy Policy, which is incorporated by reference into this Agreement, on our website as well as at this [link](#), which will inform you of our practices with respect to the collection, use, disclosure, and protection of your information.

2. PRODUCTS AND SERVICES FOR PERSONAL USE

The products available in the Shop are for personal, non-commercial use only and may under no circumstances be purchased for other purposes, (e.g. for sale or re-sale by you or others) unless otherwise agreed to in writing by an authorized member of Blue Lagoon Ltd. For resale questions, please contact skincare@bluelagoon.com.

You agree to use and make purchases through the Shop only for lawful, non-commercial purposes and in compliance with all international, federal, state, and local laws (including the local laws in your relevant jurisdiction). The products are intended to be sold only in the United States, Canada and various countries in South and Central America. If you are in the EU, please visit our EU shop by clicking [here](#). You must not transmit any worms or viruses or any code of a destructive nature. We reserve the right to cancel an order, with or without notice, if we believe, in our sole discretion, that it may result in violation of our Terms and Conditions.

3. PRODUCT USE

The products sold through the Shop are for external use only. We recommend a patch test before the first time of use. Do not use on damaged or broken skin. Each product description in the Shop and on the product packaging provides a description of how to use the product. You agree that we cannot be held liable for and (to the fullest extent permitted by law) you expressly waive any claims arising out of unintended or unconventional use of the products purchased through the Shop or uses of such products in a manner inconsistent with the directions on the product's packaging.

4. ACCURACY OF INFORMATION, PROMOTIONS AND LINKED SITES

We do our best to keep information, product descriptions and photos in the online shop as accurate as possible. However, to the extent permitted by applicable law, we do not warrant that product descriptions, colors, information or other content available in the online shop are accurate, complete, reliable, current, or error-free. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Shop or on any related website is inaccurate at any time without prior notice. We further reserve the right to change the products and services advertised or offered for sale through the Shop, the prices, ingredients or other specifications of such products without notice or liability to you or any other person. You agree that it is your responsibility to monitor changes to our website. We also reserve the right to discontinue any product at any time. Any offer for any product or service made on this website is void where prohibited.

Certain products or services may be available exclusively online through the Shop. These products or services may have limited quantities and are subject to return or exchange only according to our [Delivery Terms](#) (shipping and returns).

At our discretion, from time to time, we may offer discounts or promotions (each, a "special offer") that are applicable to purchases of some or all of our products. These special offers are valid from the specified start date and shall remain valid until and through the specified end date of the special offer and they cannot be used for purchases before the specified start date or after the specified end date. For the avoidance of doubt, the specified start date may occur after we announce an upcoming sale. Special offers are contingent on availability and any restrictions listed in the description of the special offer. This applies to all promotions and discounts offered through the Shop website, across social media or by other means.

Except where otherwise stated, each special offer may only be used one (1) time per shopper, and cannot be used in conjunction with any other offers. Special offers are at our sole and absolute discretion and may be continued and discontinued at any time. Notwithstanding the foregoing, once a special offer has been implemented, it will be honored until the specified end date.

The Shop may contain links to websites, products and other resources operated by third parties other than us ("Linked Sites"). Such links are provided solely as a convenience to you. We do not

control such Linked Sites, and are not responsible for the content, products, services or information offered by any third parties. The inclusion of links to the Linked Sites on the Shop does not imply any endorsement or any website or the content, products or services offered, advertised, endorsed or promoted by any third party, or of any company or person.

When you access any third-party products or services or interact with any third parties through the Shop, including but not limited to any Linked Sites, you do so entirely at your own risk and you shall be subject to the terms and conditions and the privacy policies imposed by such third parties.

5. PRICES

All prices listed in the Shop are in U.S. Dollars. Please note that prices quoted in the Shop can change without notice to you.

All prices are exclusive of sales tax. Please visit our Delivery Terms (shipping and returns) for further information on taxes.

6. ORDER PROCEDURE

When placing your order you will receive an e-mail at the end of the order procedure whereby your order is acknowledged. All orders made in the Shop require full payment with a credit card or other valid and acceptable payment method, presented at the checkout page at the time of order. Receipt of payment does not mean that an order has been accepted as we reserve the right to return your payment in the event the order is not accepted. You will receive a tracking code via e-mail when the transaction is completed and your order has been shipped.

We reserve the right, without prior notice, to limit the order quantity on any product and to refuse service to any customer. We also reserve the right to cancel an order for any reason, including but not limited to, the availability of the product and product price or product description error. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. In the event such e-mail address, billing address, and/or phone number is inaccurate, we shall have no further obligations. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made in our Shop. You agree to promptly update your information, including your email address and payment card number and expiration date, so that we can complete your transaction and contact you as needed.

7. PAYMENT METHOD

Transactions will be made in the same currency as your order. Please note that transactions on your payment method (e.g., credit card) may carry difference in exchange rates, if calculated to another currency. We will not bear the cost of the use of these payment methods.

Should there for any reason be a problem with the transaction, e.g., the payment card is invalid, we reserve the right not to accept the order.

8. YOUR ACCOUNT, NEWSLETTER AND LOYALTY PROGRAM

If you create an account, you are responsible for maintaining the confidentiality of your account, username and password and for restricting access to your computer. If there has been an

unauthorized use of your password or account, please notify us immediately. You are responsible for providing and maintaining current, complete, accurate and truthful information on your account. You agree to accept responsibility for all activities that occur with your permission or authorization under your account, username and/or password, or because you fail to maintain sufficient security over your account, username and/or password. You may cancel your online account with us at any time through your account settings or by contacting us by email at skincare@bluelagoon.com. We reserve the right to refuse service and/or terminate accounts without prior notice if these Terms and Conditions are violated or if we decide, in our sole discretion, that it would be in our best interest to do so.

When you create an account, you will be offered the opportunity to sign up to a newsletter. If you create an account we may send you marketing information, including, but not limited to, special offers, promo codes, and information on new products. Such information may be sent via email or SMS. You will only be sent marketing emails or SMS if you sign up. You may opt-out of receiving marketing emails and SMS at any time by following the instructions included in each communication, such as clicking on the unsubscribe link included in each email, replying STOP to any SMS, or by updating your preferences in your account. For more information on managing your email and text preferences, please see this [Privacy Policy](#).

By creating an account, you will join our Loyalty Program (hereinafter the “Program”) and become a program member. You agree to be bound by these additional Terms and Conditions of participation found in this Paragraph 8 and by any changes or modifications that we may make from time to time. You acknowledge and understand that the terms of our [Privacy Policy are in full force and effect whether or not you join the Loyalty Program](#).

Should you join the Program, operational emails will be sent to you as they relate to your membership in the Program. Operational emails include, but are not limited to, redemption confirmation emails, profile update emails, or other communications that relate to your account.

We may, in our sole and absolute discretion, review, change, cancel or modify any aspect of the Program and/or any Program benefits. In such a case, the newest version of our Terms and Conditions will immediately apply to you. In any case, these changes will not affect the Program benefits acquired. If you do not agree to our Privacy Policy and our Terms and Conditions, you cannot participate in the Program. Please note that the Program is void where prohibited by law.

The Program is available only to individuals (legal residents of a country where our products are available for sale acting as consumers who are at least 18 years of age, or have reached the age of majority in their respective jurisdiction if that is older than 18) for their personal and domestic use and is limited to one account per individual. Corporations, associations or other groups may not participate in the Program and the Program may not be used for any business or commercial purpose. Only one Program account may be associated with a single member and a single email address and we do not allow several individuals to use a single account for the purpose of accumulating Program benefits. Neither accounts nor Program rewards, benefits and/or points may be sold, transferred, shared or combined by members. Only the member paying for the products and/or services may accumulate rewards, benefits and/or points. We reserve the right to monitor the number of accounts per household and refuse, merge or close additional or duplicate accounts at any time. Your account information (including security details) is confidential and should not be shared by you with any other person.

Should you not wish to create an account and register for the Program, we invite you to check out as guest while shopping in our US shop at <https://skincare.bluelagoon.com/>.

As a member of the Program, you earn points as explained [here](#). Points may never be redeemed for cash. You must be logged in to your account to use your benefits.

Every 1 loyalty point earned converts as \$0.10 USD (10 cents) off of a purchase. You must redeem your available loyalty points within 12 months of your last purchase, or the available points will expire. You understand and agree that no loyalty points shall be accrued on purchases where loyalty points are being redeemed.

Rewards, benefits and points earned through the Program have no cash value, are non-transferable, and you have no property rights in or to rewards or other Program benefits. Points credited to your account will be decreased or reversed, as applicable, if part or all of an order is returned or cancelled, or if the credit is obtained through fraudulent means or other activities that violate these Terms and Conditions as determined by us in our sole but reasonable discretion.

We are not responsible for rewards, benefits and/or points lost or redeemed due to fraudulent activity by you or any third party. If you have concerns that a purchase or other activity was not properly applied to your account, you should contact [customer services](#).

Rewards can only be redeemed on the Shop and for the online shop where points were earned, and only redeemed in relation to a product purchase, unless otherwise noted by Blue Lagoon USA.

We reserve the right to place limits on the number of purchases or activities that are eligible for the Program and the number or types of rewards or benefits that you may receive or earn in any given time period. Except where prohibited by applicable law, we may, in our discretion, cancel, modify, restrict or terminate the Program or any aspect or feature of the Program at any time with reasonable prior notice to allow you to take appropriate measures regarding the Loyalty points acquired.

We reserve the right to exclude you from or to discontinue your participation in the Program and to audit your Program account at any time, in our sole but reasonable discretion. If your membership is revoked, any rewards or benefits in your Program account will automatically expire and your access to the Program and features will automatically terminate. If we suspect illegal activity, fraud, misrepresentation, abuse or violation of these Terms and Conditions, we reserve the right to take appropriate legal action.

If you decide that you no longer want to be a part of the Program, you may terminate your membership in the Program at any time by contacting customer services at skincare@bluelagoon.com or by closing your account through your account settings. If you terminate your membership, you will automatically lose all accumulated points, and benefits - and no longer receive Program related communications.

If you have any questions regarding the Program, please contact customer services at skincare@bluelagoon.com or through your account settings.

9. MINORS

Our Shop and our products are made and advertised towards adults only and are not designed to appeal to minors. We do not knowingly attempt to solicit or receive any information from children under 13. **YOU MUST BE AT LEAST 13 TO ACCESS AND USE OUR SHOP.** Anyone under the age of eighteen (18) or the age of majority in his/her jurisdiction if that is older than eighteen, may not create an account with us, and may only use or make purchases through our Shop with the supervision and approval of a parent or guardian who agrees to be bound by this Agreement. By using the Shop and/or making any purchases, you are representing that you either (i) are at least thirteen (13) years old and using the Shop with the express supervision of your parent and/or guardian; or (ii) you are at least eighteen (18) years old or have reached the age of majority in your respective jurisdiction if that is older than the age of eighteen. If you are not old enough to access our Shop or make any purchases, you should not attempt to do so.

Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at OnGuard Online. Please note that we do not endorse any of the products or services listed at such sites.

10. SECURITY ONLINE

We understand that security is important to you. We work to protect the security of the information you provide in order to complete your online order. The online shop uses 128-bit Secure Socket Layer (SSL) encryption to ensure that your credit card number and other sensitive information are kept confidential and secure. We do not store credit card numbers in any files, databases or html data.

11. SHIPPING

We do our best at each time to ensure the best and fastest service of delivery, however, timing of any deliveries depends on customers' location from where products are shipped. Import fees are charged on some deliveries depending on customers' location outside the United States. Import fees depend on the purchase amount and customs regulations of the import country. We are not responsible for any import fees charged. For further information on applicable import fees in your country, we recommend that you contact the customs authorities.

For further information on shipping terms, delivery time and price, please [click here](#).

12. AMENDING A PURCHASE

Whether an order is processed and shipped the same day or the following day depends on the time of the day it is placed and accepted. This might be the case during weekends and holidays as well, since orders are shipped during business days only. We recommend that you carefully review the order before making payment, to ensure that you are completely satisfied with the purchase. In the event you wish to amend the purchase after finishing the checkout procedure and the order has been accepted, you must carry the cost of any changes that need to be made on the delivery.

13. INTELLECTUAL PROPERTY RIGHTS

All information and content in the Shop, including but not limited to trademarks, logos, texts, photographs, graphics, images, audios, videos (collectively, "the content") is the exclusive property of our parent company Blue Lagoon Ltd. or affiliates. The content is protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in

whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance. The trademarks, service marks, and logos of Blue Lagoon Ltd. and its affiliates (the „Trademarks“) are protected by Icelandic and US trademark law. Nothing on the Websites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use and the prior written permission of any applicable third party. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of the Trademarks inures to our benefit.

Neither the content of the website nor any portion of the online Shop may be used, reproduced, displayed, publicly performed, distributed, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without our express, prior written consent.

We respect the intellectual property rights of others, and require that the people who use the website to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to us at skincare@bluelagoon.com:

- Your address, telephone number, and email address
- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

14. USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example social media contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.

You retain all copyrights and other intellectual property rights in and to your own comments or other communications posted to the website (collectively, „comments“). You do, however, hereby grant us and our sublicensees a non-exclusive, royalty-free, freely sublicensable, perpetual license to modify, compile, combine with other content, copy, record, synchronize, transmit, translate, format, distribute, publicly display, publicly perform, and otherwise use or exploit (including for profit) your comments and all intellectual property and moral rights therein throughout the universe,

in each case, by or in any means, methods, media, or technology now known or hereafter devised. You also grant us and our sublicensees the right, but not the obligation, to use your comment in connection with any use of the related comments permitted by the previous sentence and/or to advertise and promote the websites, the Shop, Blue Lagoon USA, Inc., and our products and services. Without limiting the foregoing, you acknowledge and agree that uses of your comments permitted by the foregoing rights and licenses may include the display of such comments adjacent to advertising and other material or content, including for profit.

If you post a comment, you expressly acknowledge and agree that once you submit your comment for inclusion into the websites, it will be accessible by others, and that there is no confidentiality or privacy with respect to such comment, including, without limitation, any personally identifying information that you may make available in such comment. You represent and warrant that (i) any and all comments that you upload are your original creation (or that you otherwise have the sole and exclusive right to authorize us to use the comments pursuant to this Agreement), (ii) that you have all rights necessary to grant the license to the comments under the prior paragraph, and (iii) that your comments will not violate any right of any third-party, including copyright, trademark, privacy, or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of our website or any related websites. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. **YOU, AND NOT BLUE LAGOON USA, INC. ARE SOLELY RESPONSIBLE FOR ANY COMMENTS YOU MAKE AND THEIR ACCURACY.** We take no responsibility and assume no liability for any comments posted by you or any third-party, and you release us from all liability relating to your comments or the comments of third-parties.

15. WARRANTIES AND LIMITATION OF LIABILITIES

This website and the Shop is provided by us on an “as is” and “as available” basis. We make no representations or warranties of any kind whatsoever either express or implied, in connection with these Terms and Conditions, the content, or the site, including and not limited to warranties of merchantability, merchantable quality, non-infringement or fitness for a particular purpose, except to the extent such representations and warranties are not legally excludable.

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

In no case shall Blue Lagoon USA Inc., our directors, officers, employees, parent companies, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

To the fullest extent permissible by law, we shall not be liable for damages of any kind, direct, indirect, incidental, special, punitive or consequential damages resulting from the use or inability to use this site. Some jurisdictions do not allow the exclusion of certain warranties. Therefore, some of the above limitations on warranties in this section may not apply to you.

16. INDEMNIFICATION

You agree to indemnify, defend and hold Blue Lagoon USA Inc. and our parent, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach or alleged breach of these Terms and Conditions or other terms and policies they incorporate by reference, or your violation of any law or the rights of a third-party.

17. JURISDICTION AND GOVERNING LAW

We control and operate the Shop from our offices in the State of New York, United States of America, and all activities available on and through the Shop, are governed by the laws of the United States of America. This Agreement and any action related thereto will be governed by the laws of the State of New York without regard to its conflict of laws provisions. We do not represent that materials on the Shop are appropriate or available for use in other locations.

BINDING ARBITRATION

In the event of a dispute arising under or relating to this Agreement, the Content, or the Websites (each, a "Dispute"), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act ("FAA") in New York City, New York. Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules www.adr.org and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. Nothing in this Agreement will

prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

CLASS ACTION WAIVER

You agree that any arbitration or proceeding shall be limited to the dispute between us and you individually. To the full extent permitted by law, (i) no arbitration, litigation, 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 or to utilize class action procedures; and (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. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

18. SITE POLICIES, MODIFICATION AND SEVERABILITY

We kindly ask you to review other policies on the website, specifically the [Privacy Policy](#), [Cookie Policy](#) and [Delivery Terms](#) (shipping and returns). These policies also govern your use of the Shop. We reserve the right to make changes to the website, our policies and/or Terms and Conditions at any given time without further notices. Any amendments to these Terms and Conditions come into effect when posted on our website. Your continuing use of the Shop after such amendment constitutes agreement to any amendment made to the Terms and Conditions.

If for any reason a provision or a part of this Agreement should be judged by a court to be invalid or unenforceable, the remainder of the Terms and Conditions shall be valid and continue in full force and effect. All exceptions and limitations are only to apply to the extent permitted by US law.

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

Additionally, under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

19. CONTACT INFORMATION

Questions about these Terms and Conditions should be sent to us at skincare@bluelagoon.com

Last update: 11 February 2022.