



PRIVACY NOTICE

Last updated: 01/01/2020

Thank you for choosing to be part of our community at _____ ("**Company**", "**we**", "**us**", "**our**"). We are committed to protecting your personal information and your right to privacy. If you have any questions or concerns about this privacy notice, or our practices with regards to your personal information, please contact us at _____.

When you and more generally, use any of our services (the "**Services**", which include the), we appreciate that you are trusting us with your personal information. We take your privacy very seriously. In this privacy notice, we seek to explain to you in the clearest way possible what information we collect, how we use it and what rights you have in relation to it. We hope you take some time to read through it carefully, as it is important. If there are any terms in this privacy notice that you do not agree with, please discontinue use of our Services immediately.

This privacy notice applies to all information collected through our Services (which, as described above, includes our), as well as, any related services, sales, marketing or events.

Please read this privacy notice carefully as it will help you understand what we do with the information that we collect.

1. WHAT INFORMATION DO WE COLLECT?

Personal information you disclose to us

In Short: We collect personal information that you provide to us.

We collect personal information that you voluntarily provide to us when you register on the express an interest in obtaining information about us or our products and Services, when you participate in activities on the (such as by posting messages in our online forums or entering competitions, contests or giveaways) or otherwise when you contact us.

The personal information that we collect depends on the context of your interactions with us and the , the choices you make and the products and features you use. The personal information we collect may include the following:

All personal information that you provide to us must be true, complete and accurate, and you must notify us of any changes to such personal information.

Information automatically collected

In Short: Some information — such as your Internet Protocol (IP) address and/or browser and device characteristics — is collected automatically when you visit our .

We automatically collect certain information when you visit, use or navigate the . This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our and other

technical information. This information is primarily needed to maintain the security and operation of our , and for our internal analytics and reporting purposes.

Like many businesses, we also collect information through cookies and similar technologies.

2. WILL YOUR INFORMATION BE SHARED WITH ANYONE?

***In Short:** We only share information with your consent, to comply with laws, to provide you with services, to protect your rights, or to fulfill business obligations.*

We may process or share your data that we hold based on the following legal basis: More specifically, we may need to process your data or share your personal information in the following situations:

- **Business Transfers.** We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.
- **Affiliates.** We may share your information with our affiliates, in which case we will require those affiliates to honor this privacy notice. Affiliates include our parent company and any subsidiaries, joint venture partners or other companies that we control or that are under common control with us.
- **Business Partners.** We may share your information with our business partners to offer you certain products, services or promotions.
- **Other Users.** When you share personal information or otherwise interact with public areas of the , such personal information may be viewed by all users and may be publicly made available outside the in perpetuity. If you interact with other users of our and register for our through a social network (such as Facebook), your contacts on the social network will see your name, profile photo, and

descriptions of your activity. Similarly, other users will be able to view descriptions of your activity, communicate with you within our , and view your profile.

3. DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?

***In Short:** We may use cookies and other tracking technologies to collect and store your information.*

We may use cookies and similar tracking technologies (like web beacons and pixels) to access or store information. Specific information about how we use such technologies and how you can refuse certain cookies is set out in our Cookie Notice.

4. HOW DO WE HANDLE YOUR SOCIAL LOGINS?

***In Short:** If you choose to register or log in to our services using a social media account, we may have access to certain information about you.*

Our offers you the ability to register and login using your third-party social media account details (like your Facebook or Twitter logins). Where you choose to do this, we will receive certain profile information about you from your social media provider. The profile Information we receive may vary depending on the social media provider concerned, but will often include your name, email address, friends list, profile picture as well as other information you choose to make public on such social media platform.

We will use the information we receive only for the purposes that are described in this privacy notice or that are otherwise made clear to you on the relevant . Please note that we do not control, and are not responsible for, other uses of your personal information by your third-party social media provider. We recommend that you review their privacy

notice to understand how they collect, use and share your personal information, and how you can set your privacy preferences on their sites and apps.

5. IS YOUR INFORMATION TRANSFERRED INTERNATIONALLY?

***In Short:** We may transfer, store, and process your information in countries other than your own.*

Our servers are located in. If you are accessing our from outside, please be aware that your information may be transferred to, stored, and processed by us in our facilities and by those third parties with whom we may share your personal information (see "WILL YOUR INFORMATION BE SHARED WITH ANYONE?" above), in and other countries.

If you are a resident in the European Economic Area, then these countries may not necessarily have data protection laws or other similar laws as comprehensive as those in your country. We will however take all necessary measures to protect your personal information in accordance with this privacy notice and applicable law.

6. HOW LONG DO WE KEEP YOUR INFORMATION?

***In Short:** We keep your information for as long as necessary to fulfill the purposes outlined in this privacy notice unless otherwise required by law.*

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy notice, unless a longer retention period is required or permitted by law (such as tax, accounting or other legal requirements). No purpose in this notice will require us keeping your personal information for longer than 12 months.

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize such information, or, if this is not possible (for example, because your personal information has been stored in backup

archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

7. DO WE COLLECT INFORMATION FROM MINORS?

***In Short:** We do not knowingly collect data from or market to children under 18 years of age.*

We do not knowingly solicit data from or market to children under 18 years of age. By using the , you represent that you are at least 18 or that you are the parent or guardian of such a minor and consent to such minor dependent's use of the . If we learn that personal information from users less than 18 years of age has been collected, we will deactivate the account and take reasonable measures to promptly delete such data from our records. If you become aware of any data we may have collected from children under age 18, please contact us at: helpdesk.sophistocratbeauty@gmail.com.

8. WHAT ARE YOUR PRIVACY RIGHTS?

***In Short:** You may review, change, or terminate your account at any time.*

If you are a resident in the European Economic Area and you believe we are unlawfully processing your personal information, you also have the right to complain to your local data protection supervisory authority. You can find their contact details here: http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm.

If you are a resident in Switzerland, the contact details for the data protection authorities are available here: <https://www.edoeb.admin.ch/edoeb/en/home.html>.

Account Information

If you would at any time like to review or change the information in your account or terminate your account, you can:

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, we may retain some information in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with applicable legal requirements.

Opting out of email marketing: You can unsubscribe from our marketing email list at any time by clicking on the unsubscribe link in the emails that we send or by contacting us using the details provided below. You will then be removed from the marketing email list — however, we may still communicate with you, for example to send you service-related emails that are necessary for the administration and use of your account, to respond to service requests, or for other non-marketing purposes. To otherwise opt-out, you may:

9. CONTROLS FOR DO-NOT-TRACK FEATURES

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. At this stage no uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy notice.

10. DO CALIFORNIA RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS?

***In Short:** Yes, if you are a resident of California, you are granted specific rights regarding access to your personal information.*

California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with , you have the right to request removal of unwanted data that you publicly post on the . To request removal of such data, please contact us using the contact information provided below, and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the , but please be aware that the data may not be completely or comprehensively removed from all our systems (e.g. backups, etc.).

11. DO WE MAKE UPDATES TO THIS NOTICE?

***In Short:** Yes, we will update this notice as necessary to stay compliant with relevant laws.*

We may update this privacy notice from time to time. The updated version will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. If we make material changes to this privacy notice, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy notice frequently to be informed of how we are protecting your information.

12. HOW CAN YOU CONTACT US ABOUT THIS NOTICE?

If you have questions or comments about this notice, you may email us at: helpdesk.sophistocratbeauty@gmail.com or by post to:

P.O. Box 24
Vallejo, CA 94590

13. HOW CAN YOU REVIEW, UPDATE, OR DELETE THE DATA WE COLLECT FROM YOU?

Based on the applicable laws of your country, you may have the right to request access to the personal information we collect from you, change that information, or delete it in some circumstances. To request, review, update, or delete your personal information, please submit a request form at helpdesk.sophistocratbeauty@gmail.com. We will respond to your request within 30 days.

TERMS AND CONDITIONS

Last updated: 01/03/2020

1. Agreement to Terms

1.1 These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (**you**), and **Sophistocrat Beauty, Sophistocrat**. located at **P.O. Box 24 Vallejo, CA 94590** (**we, us**), concerning your access to and use of the **sophistocratbeauty.com** website as well as any related applications (the **Site**).

The Site provides the following services: **personal care, lessons, individual and group, informational (Services)**. You agree that by accessing the Site and/or Services, you have read, understood, and agree to be bound by all of these Terms and Conditions.

If you do not agree with all of these Terms and Conditions, then you are prohibited from using the Site and Services and you must discontinue use immediately. We recommend that you print a copy of these Terms and Conditions for future reference.

1.2 The supplemental policies set out in Section 1.7 below, as well as any supplemental terms and condition or documents that may be posted on the Site from time to time, are expressly incorporated by reference.

1.3 We may make changes to these Terms and Conditions at any time. The updated version of these Terms and Conditions will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. You are responsible for reviewing these Terms and Conditions to stay informed of updates. Your continued use of the Site represents that you have accepted such changes.

1.4 We may update or change the Site from time to time to reflect changes to our products, our users' needs and/or our business priorities.

1.5 Our site is directed to people residing anywhere. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

1.6 The Site is intended for users who are at least 18 years old. If you are under the age of 18, you are not permitted to register for the Site or use the Services without parental permission.

1.7 Additional policies which also apply to your use of the Site include:

- Our Privacy Notice _____, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy _____, which sets out the permitted uses and prohibited uses of the Site. When using the Site, you must comply with this Acceptable Use Policy.
- Our Cookie Policy _____, which sets out information about the cookies on the Site.

- If you purchase from the Site, our terms and conditions of supply _____ will apply to the
- Certain parts of this Site can be used only on payment of a fee. If you wish to use such Services, you will, in addition to our Terms and Conditions, also be subject to our Terms and conditions of supply _____.

2. Acceptable Use

2.1 Our full Acceptable Use Policy _____, sets out all the permitted uses and prohibited uses of this site.

2.2 You may not access or use the Site for any purpose other than that for which we make the site and our services available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

2.3 As a user of this Site, you agree not to:

3. Information you provide to us

3.1 You represent and warrant that: (a) all registration information you submit will be true, accurate, current, and complete and relate to you and not a third party; (b) you will maintain the accuracy of such information and promptly update such information as necessary; (c) you will keep your password confidential and will be responsible for all use of your password and account; (d) you have the legal capacity and you agree to comply with these Terms and Conditions; and (e) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site.

If you know or suspect that anyone other than you knows your user information (such as an identification code or user name) and/or password you must promptly notify us at _____.

3.2 If you provide any information that is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account. We may remove or change a user name you select if we determine that such user name is inappropriate.

4. Content you provide to us

4.1 There may be opportunities for you to post content to the Site or send feedback to us (**User Content**). You understand and agree that your User Content may be viewed by other users on the Site, and that they may be able to see who has posted that User Content.

4.2 You further agree that we can use your User Content for any other purposes whatsoever in perpetuity without payment to you, and combine your User Content with other content for use within the Site and otherwise. We do not have to attribute your User Content to you. When you upload or post content to our site, you grant us the following rights to use that content:

4.3 In posting User Content, including reviews or making contact with other users of the Site you shall comply with our Acceptable Use Policy _____.

4.4 You warrant that any User Content does comply with our Acceptable Use Policy, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of this warranty.

4.5 We have the right to remove any User Content you put on the Site if, in our opinion, such User Content does not comply with the Acceptable Use Policy.

4.6 We are not responsible and accept no liability for any User Content including any such content that contains incorrect information or is defamatory or loss of User Content. We accept no obligation to screen, edit or monitor any User Content but we reserve the right to remove, screen and/or edit any User Content without notice and at any time. User Content has not been verified or approved by us and the views expressed by other users on the Site do not represent our views or values.

4.7 If you wish to complain about User Content uploaded by other users please contact us at _____ or use the take down or report button.

5. Our content

5.1 Unless otherwise indicated, the Site and Services including source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (**Our Content**) are owned or licensed to us, and are protected by copyright and trade mark laws.

5.2 Except as expressly provided in these Terms and Conditions, no part of the Site, Services or Our Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

5.3 Provided that you are eligible to use the Site, you are granted a limited licence to access and use the Site and Our Content and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use.

5.4 You shall not (a) try to gain unauthorised access to the Site or any networks, servers or computer systems connected to the Site; and/or (b) make for any purpose including error correction, any modifications, adaptations, additions or enhancements to the Site or Our Content, including the modification of the paper or digital copies you may have downloaded.

5.5 We shall (a) prepare the Site and Our Content with reasonable skill and care; and (b) use industry standard virus detection software to try to block the uploading of content to the Site that contains viruses.

5.6 The content on the Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the Site.

5.7 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that Our Content on the Site is accurate, complete or up to date.

6. Link to third party content

6.1 The Site may contain links to websites or applications operated by third parties. We do not have any influence or control over any such third party websites or applications or the third party operator. We are not responsible for and do not endorse any third party websites or applications or their availability or content.

6.2 We accept no responsibility for adverts contained within the Site. If you agree to purchase goods and/or services from any third party who advertises in the Site, you do so at your own risk. The advertiser, and not us, is responsible for such goods and/or

services and if you have any questions or complaints in relation to them, you should contact the advertiser.

7. Site Management

7.1 We reserve the right at our sole discretion, to (1) monitor the Site for breaches of these Terms and Conditions; (2) take appropriate legal action against anyone in breach of applicable laws or these Terms and Conditions; (3) refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any of your Contributions; (4) remove from the Site or otherwise disable all files and content that are excessive in size or are in any way a burden to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site and Services.

7.2 We do not guarantee that the Site will be secure or free from bugs or viruses.

7.3 You are responsible for configuring your information technology, computer programs and platform to access the Site and you should use your own virus protection software.

8. Modifications to and availability of the Site

8.1 We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Services without notice at any time.

8.2 We cannot guarantee the Site and Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or Services during any downtime or discontinuance of the Site

or Services. We are not obliged to maintain and support the Site or Services or to supply any corrections, updates, or releases.

8.3 There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Services, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information at any time, without prior notice.

9. Disclaimer/Limitation of Liability

9.1 The Site and Services are provided on an as-is and as-available basis. You agree that your use of the Site and/or Services will be at your sole risk except as expressly set out in these Terms and Conditions. All warranties, terms, conditions and undertakings, express or implied (including by statute, custom or usage, a course of dealing, or common law) in connection with the Site and Services and your use thereof including, without limitation, the implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement are excluded to the fullest extent permitted by applicable law.

We make no warranties or representations about the accuracy or completeness of the Site's content and are not liable for any (1) errors or omissions in content; (2) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored on our server; (3) any interruption or cessation of transmission to or from the site or services; and/or (4) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party. We will not be responsible for any delay or failure to comply with our obligations under these Terms and Conditions if such delay or failure is caused by an event beyond our reasonable control.

9.2 Our responsibility for loss or damage suffered by you:

Whether you are a consumer or a business user:

10. Term and Termination

10.1 These Terms and Conditions shall remain in full force and effect while you use the Site or Services or are otherwise a user of the Site, as applicable. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings, if available, or by contacting us at _____.

10.2 Without limiting any other provision of these Terms and Conditions, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Site and the Services (including blocking certain IP addresses), to any person for any reason including without limitation for breach of any representation, warranty or covenant contained in these Terms and Conditions or of any applicable law or regulation.

If we determine, in our sole discretion, that your use of the Site/Services is in breach of these Terms and Conditions or of any applicable law or regulation, we may terminate your use or participation in the Site and the Services or delete your profile and any content or information that you posted at any time, without warning, in our sole discretion.

10.3 If we terminate or suspend your account for any reason set out in this Section 9, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf

of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

11. Mobile Application

11.1 If you access the Services via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this license.

11.2 The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an App Distributor) to access the Services:

(a) The licence granted to you for our mobile application is limited to a non-transferable licence to use the application on a device that utilizes the Apple iOS or Android operating system, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor terms of service;

(b) We are responsible for providing any maintenance and support services with respect to the mobile application as specified in these Terms and Conditions or as otherwise required under applicable law. You acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;

(c) In the event of any failure of the mobile application to conform to any applicable warranty, you may notify an App Distributor, and the App Distributor, in accordance with

its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, an App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;

(d) You represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. government list of prohibited or restricted parties;

(e) You must comply with applicable third party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in breach of their wireless data service agreement when using the mobile application; and

(f) You acknowledge and agree that the App Distributors are third party beneficiaries of these Terms and Conditions, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce these Terms and Conditions against you as a third party beneficiary thereof.

12. General

12.1 Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

You hereby agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records of transactions initiated or completed by us or via the Site. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any

jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

12.2 These Terms and Conditions and any policies or operating rules posted by us on the Site or in respect to the Services constitute the entire agreement and understanding between you and us.

12.3 Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

12.4 We may assign any or all of our rights and obligations to others at any time.

12.5 We shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond our reasonable control.

12.6 If any provision or part of a provision of these Terms and Conditions is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

12.7 There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site or Services.

12.8 The following are trade marks of _____. You are not permitted to use them without our approval, *unless they are part of material our Site explicitly states you are permitted to use.*

12.9 A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

12.10 In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us by email at _____ or by post to: