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County of San Diego
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO – CENTRAL DIVISION**

JON CHAVIS, individually and on behalf of
all others similarly situated,
Plaintiff,

vs.

MANSCAPED, INC.,
Defendant.

Case No. 37-2022-00042964-CU-BT-CTL

Class Action Complaint

- 1. False Advertising Law**
- 2. Unfair Competition Law**
- 3. Consumer Legal Remedies Act**

Jury Trial Demanded

General Jurisdiction – Civil

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I. Introduction.

1. In recent years, companies that sell goods online have sought to boost sales by enrolling their customers in automatically renewing subscriptions. Some companies fail to make clear to consumers that they are being signed up for automatically recurring charges.

2. To protect Californians from this practice, California passed the Automatic Renewal Law (the ARL). The ARL requires companies who sign consumers up for automatically renewing purchases to provide “clear and conspicuous” disclosures about the autorenewal plan and obtain “affirmative consent” to enroll consumers. This protects consumers from being misled into signing up for recurring shipments and charges.

3. Once a consumer is tricked into signing up and paying for an initial order, the harm is done, and the law does not put any burden on consumers to reject shipments or cancel the plan. If a company violates the ARL, all recurring shipments it makes are deemed “unconditional gifts.” Consumers have no obligation to return the recurring shipments or cancel, even after they discover that they have been enrolled in an autorenewal plan. This gives the law teeth. It also protects consumers, because giving in to recurring shipments to avoid the hassle of cancelling is not the same as knowingly and affirmatively consenting to be enrolled in the first place.

4. Manscaped sells male grooming, personal care, and clothing products through its website. For most of its products, Manscaped sells associated automatic renewal plans. These plans are a subscription for recurring purchases, like razor blades, personal care product refills, or clothing. These purchases automatically recur and ship every set period, e.g., every 3 months or every 6 months.

5. Manscaped does not provide clear and conspicuous disclosures or obtain affirmative consent before enrolling consumers in its autorenewal plans. Consumers like Plaintiff are being tricked into signing up for recurring plans, wrongly thinking that they are only making a one-time purchase (e.g., buying just a trimmer). Consumers are then illegally charged for recurring shipments that are “unconditional gifts” under the law. Plaintiff brings this case to put a stop to this conduct.

1 **II. Parties.**

2 6. Plaintiff Jon Chavis resides in San Diego, California.

3 7. Defendant Manscaped, Inc. is a Delaware corporation headquartered at 10054 Old
4 Grove Road, San Diego, California, 92131.

5 **III. Jurisdiction and Venue.**

6 8. The Court has personal jurisdiction over Defendant because it resides in
7 California and does business here.

8 9. Venue is proper because Defendant resides in San Diego County, and Plaintiff
9 resides in San Diego County and purchased the accused products here.

10 **IV. Facts.**

11 **A. California's Automatic Renewal Law.**

12 10. The Automatic Renewal Law ("ARL") is part of California's False Advertising
13 Law. The purpose of the ARL is to "end the practice of ongoing" subscription charges "without
14 the consumers' explicit consent for ongoing shipments of a product." Cal. Bus. & Prof. Code
15 §17600. To this end, the law makes it illegal for companies to charge consumers for
16 automatically renewing shipments of goods, unless the company meets strict disclosure and
17 consent requirements.

18 11. Under the ARL, a company must "present the automatic renewal offer terms or
19 continuous service offer terms in a clear and conspicuous manner before the subscription or
20 purchasing agreement is fulfilled and in visual proximity, or in the case of an offer conveyed by
21 voice, in temporal proximity, to the request for consent to the offer." Cal. Bus. & Prof. Code
22 §17602(a)(1).¹

23 12. The "automatic renewal offer terms" that must be presented include:

- 24 1) That the subscription or purchasing agreement will continue until the
25 consumer cancels.
26 2) The description of the cancellation policy that applies to the offer.
27

28 ¹ A new version of the ARL became effective July 1, 2022. This complaint cites to the
previous version of the law (effective before July 1, 2022).

- 1 3) The recurring charges that will be charged to the consumer’s credit or
2 debit card or payment account with a third party as part of the automatic
3 renewal plan or arrangement, and that the amount of the charge may
4 change, if that is the case, and the amount to which the charge will change,
5 if known.
- 6 4) The length of the automatic renewal term or that the service is continuous,
7 unless the length of the term is chosen by the consumer.
- 8 5) The minimum purchase obligation, if any.

9 Cal. Bus. & Prof. Code §17601(b)(1)-(5).

10 13. A “clear and conspicuous” disclosure “means in larger type than the surrounding
11 text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from
12 the surrounding text of the same size by symbols or other marks, in a manner that clearly calls
13 attention to the language.” Cal. Bus. & Prof. Code §17601(c).

14 14. After presenting all of this information, the company must then obtain the
15 “consumer’s affirmative consent to the agreement containing the automatic renewal offer terms
16 or continuous service offer terms.” Cal. Bus. & Prof. Code §17602(a)(2).

17 15. The ARL also includes post-purchase acknowledgment requirements (required in
18 addition to the pre-purchase requirements described above). Cal. Bus. & Prof. Code
19 §17602(a)(3) & (b).

20 16. To give the law teeth, if a company violates this law, all shipments it makes to
21 consumers are deemed “unconditional gifts” and the consumer “may use or dispose of the same
22 in any manner he or she sees fit without any obligation whatsoever on the consumer’s part to the
23 business”:

24 In any case in which a business sends any goods, wares, merchandise, or products to a
25 consumer, under a continuous service agreement or automatic renewal of a purchase,
26 without first obtaining the consumer’s affirmative consent as described in Section 17602,
27 the goods, wares, merchandise, or products shall for all purposes be deemed an
28

1 unconditional gift to the consumer, who may use or dispose of the same in any manner he
2 or she sees fit without any obligation whatsoever on the consumer's part to the business.
3 Cal. Bus. & Prof. Code § 17603.

4 17. The goods are deemed unconditional gifts even after a consumer discovers that
5 they were enrolled in an automatic renewal plan and accepts the monthly shipments without
6 cancelling. Once a consumer is tricked into signing up and paying for an initial order, the harm is
7 done, and the law does not put any "obligation whatsoever" on consumers to reject shipments or
8 cancel the plan. Instead, the law places the burden on companies to comply with the law when
9 first enrolling consumers. This deters companies from tricking consumers into signing up for
10 automatically renewing plans without sufficient disclosures. And it protects consumers, because
11 giving in to recurring shipments is not the same as knowingly and affirmatively consenting to be
12 enrolled in the first place. This is why the ARL expressly requires pre-sale disclosures and
13 affirmative consent.

14 **B. Manscaped violates the ARL.**

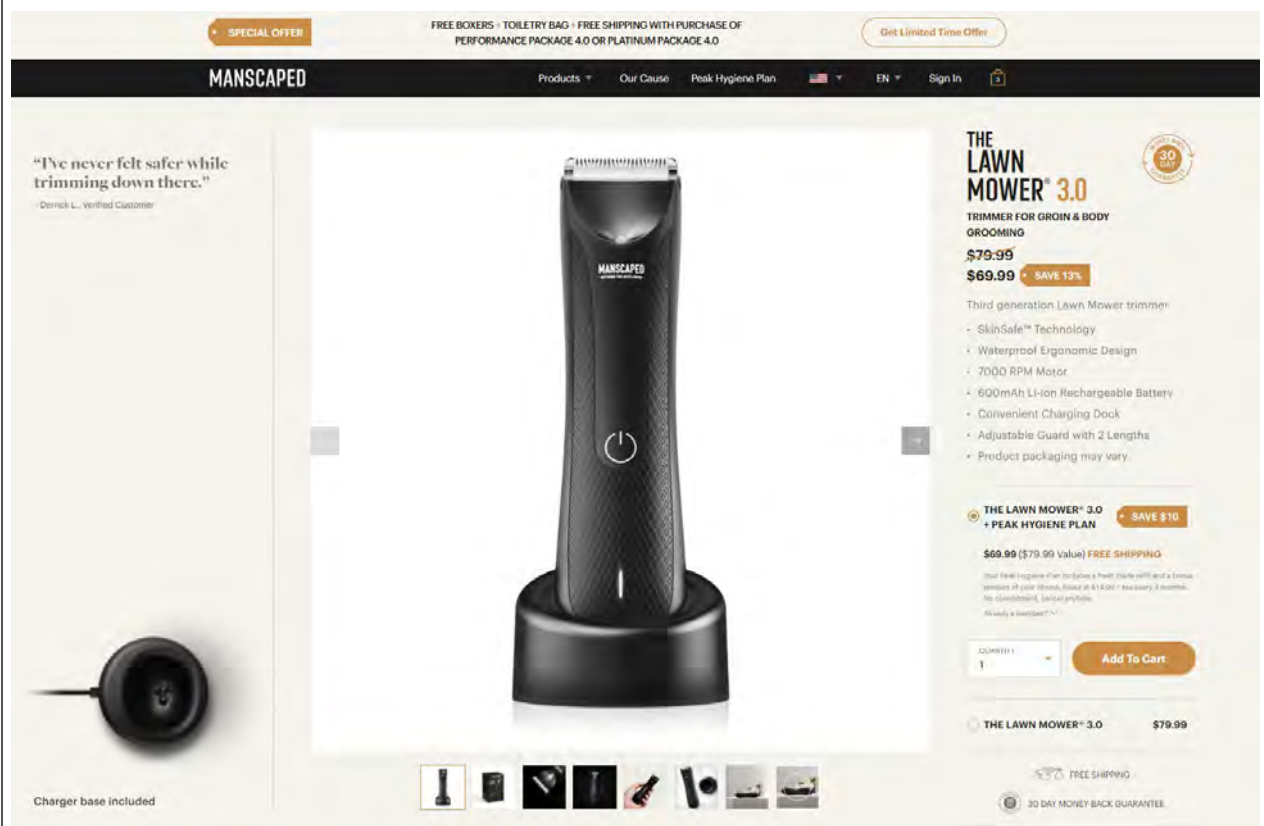
15 18. Manscaped sells male grooming, personal care, and clothing products through its
16 website, manscaped.com. For example, the Manscaped Platinum Package includes the pictured
17 products:



1 19. For most of its products, Manscaped sells associated Autorenewal Plans.² These
2 plans signs consumers up for monthly recurring purchases, like razor blades, personal care
3 product refills, or clothing. These purchases automatically recur and ship every set period, e.g.,
4 every 3 months or every 6 months. Manscaped enrolls customers in these Autorenewal Plans in
5 violation of the ARL.

6 20. As detailed below, Plaintiff was enrolled in an Autorenewal Plan, without his
7 consent, in December of 2019. Because this occurred back in 2019, Manscaped’s current
8 website may be different. This is a factual issue that requires discovery. Regardless, as
9 illustrated next, even Manscaped’s current disclosures are deficient.

10 21. To purchase a product, consumers first add it to their cart. Below is a current
11 example page for the Lawn Mower 3.0 trimmer.



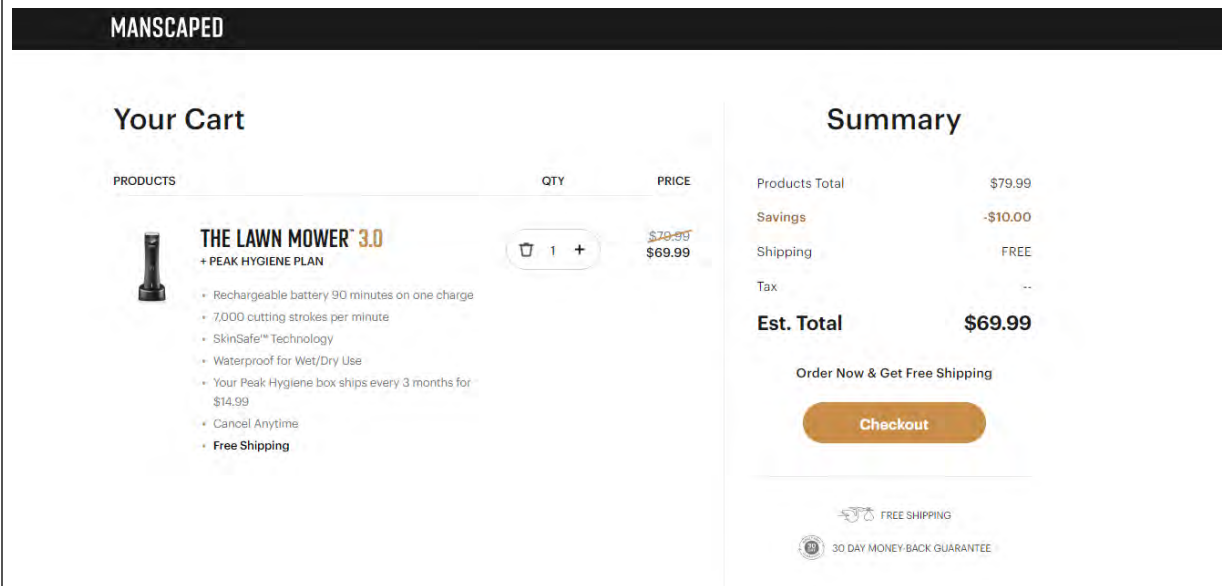
22. As illustrated, consumers are automatically defaulted to select enrollment in the
Peak Hygiene Plan. This option is highlighted with “SAVE \$10” and FREE SHIPPING banners.

² These plans include “peak hygiene” plans and “replenishment” plans.

To avoid this option, consumers would have to notice and select the option to buy just the trimmer. The layout of this page makes the trimmer-only option go unnoticed. In addition, the trimmer-only option is presented as more expensive, when in reality, the Peak Hygiene Plan will be substantially more costly over time, due to the automatically recurring purchases.

23. The only mention of automatic renewal is in the tiniest font on the page. It is also in pale grey text that blends into the grey background (in contrast to the black, bold, colored, or all capitals text used to convey other information).

24. After consumers add the product to their cart, they are presented with the following page:



25. In small grey text, this page mentions that a Peak Hygiene box ships every 3 months for \$14.99. This is, again, the smallest text on the page and it is in pale grey font that blends into the background. It is also separated from the prominent pricing information presented on the right side, and it is not included in the prominent estimated total. And if consumers did notice the text, the text itself does not clearly say that consumers will be automatically charged every 3 months, without providing any further consent.

26. After consumers enter their shipping information, they view the following page:

The screenshot displays the MANSCAPED checkout interface. On the left, the 'Customer & Shipping Information' section includes a form for email (test@gmail.com), name (Jon Doe), address (555 West Linn Drive, San Francisco, CA 94016), and a checkbox for email newsletters. Below this is the 'Billing and payment' section with a radio button for 'Credit Card' and fields for card number, CVV, and expiration date. Payment options for PayPal and Venmo are also shown. The 'Billing Address' section has a radio button for 'Same as shipping address' and the same address details. A '30-Day Money Back Guarantee' section contains fine print about the Peak Hygiene Plan and automatic renewal. At the bottom is a 'Place My Order' button. On the right, the 'Order Summary' shows the product 'THE LAWN MOWER 3.0 + PEAK HYGIENE PLAN' for \$69.99, a subtotal of \$69.99, free shipping, a tax of \$6.91, and a final 'Payment Due' of \$76.90 (a \$10.00 savings).

MANSCAPED

Customer & Shipping Information [Edit](#)

test@gmail.com
Jon Doe
555 West Linn Drive.
San Francisco, California 94016 United States

☒ Get emails with special offers, exclusive products and grooming tips.

Billing and payment

☒ Credit Card

CARD NUMBER:
CVV:
EXPIRATION DATE:

☐ **PayPal**

☐ **venmo**

Billing Address

☒ Same as shipping address

555 West Linn Drive.
San Francisco, California 94016 United States

☐ Use a different billing address

30-Day Money Back Guarantee

By clicking "Place my order", you are accepting our [Terms of Use and Sale](#), [Warranty](#), and you understand that your Peak Hygiene Plan and/or Replenishment Plan will be for an ongoing service that is billed based on the shipping frequency and/or shipping date chosen by you. The recurring charge may change if you change your membership or we change our prices (with notice to you). Cancel anytime by visiting your [account](#) page on our website.

Place My Order

Order Summary

THE LAWN MOWER 3.0 + PEAK HYGIENE PLAN \$69.99
Quantity: 1

DISCOUNT CODE **OK**

Subtotal \$69.99
Shipping FREE
Tax \$6.91
Products Total \$76.90

Payment Due \$76.90
(You save \$10.00)

27. In tiny, pale grey text, this page mentions that the Peak Hygiene plan is an ongoing service billed based on shipping frequency. This text is, again, the smallest font on the page, in pale grey text that blends into the background (in contrast to the black, bold, colored, or all capitals text used to convey other information).

28. Buried in the linked "Terms," there is more information about automatic renewal. See Ex. 1 (current Terms); Ex. 2 (Dec. 2019 Terms). This is the opposite of the clear and conspicuous disclosure required by the ARL. The link is hidden in tiny print, the word "Terms" does not indicate anything about automatic renewal, and the additional terms are not even on the

1 same page as the “Place My Order” button (much less in visual proximity). Further, the “Place
2 My Order” button does not flag to consumers that they are agreeing to automatic renewal.

3 29. Manscaped reasonably should know that its automatic renewal process misleads
4 reasonable consumers. On the Better Business Bureau website, consumers complain about being
5 surprised by automatic renewal charges from Manscaped. Manscaped responds and
6 acknowledges each complaint. For example, in response to one complaint about the surprise
7 auto-renewal, Manscaped stated: “Our website is designed to provide the most savings to our
8 customers but also allows them to view the one-time purchase option that is available. Your
9 feedback is appreciated and will be sent to our team for review.” Manscaped, however, continues
10 to mislead consumers and violate the ARL.

11 **C. Manscaped misled and injured Plaintiff.**

12 30. In or around December of 2019, while living in San Diego, Plaintiff purchased
13 The Perfect Package 2.0 (including a trimmer) and The Shears from Manscaped. He paid
14 \$73.26. Plaintiff wanted to make a one-time purchase and believed he was making a one-time
15 purchase. But without his knowledge or consent, Manscaped enrolled him in an Autorenewal
16 Plan. Under this plan, he would receive trimmer blades every three months and be charged
17 \$14.99. Plaintiff did not want these recurring shipments of blades. If Plaintiff had known that
18 Manscaped was enrolling him in this Autorenewal Plan, he would not have made the initial
19 purchase or otherwise paid any money to Manscaped.

20 31. After Plaintiff was illegally enrolled in the Autorenewal Plan, by operation of the
21 ARL, all shipments were unconditional gifts. Because all of these renewals were illegal under the
22 ARL, Plaintiff had no “obligation whatsoever” to return the shipments or cancel, and Manscaped
23 had no legal basis to charge for these shipments. Yet Manscaped charged him for replacement
24 blades in March of 2020, June of 2020, September of 2020, and December of 2020. Each charge
25 was approximately \$14.99.

26 32. In late December 2020, Plaintiff cancelled the Autorenewal Plan by contacting
27 Manscaped customer service.

1 **V. Class Action Allegations.**

2 ***The California Class***

3 33. Plaintiff brings claims for the following class: all persons who purchased a
4 Manscaped product with an Autorenewal Plan in California, during the applicable statute of
5 limitations period.

6 34. The following people are excluded from the class: (1) any Judge or Magistrate
7 Judge presiding over this action and the members of their family; (2) Defendant, Defendant's
8 subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its
9 parents have a controlling interest and their current employees, officers and directors; (3) persons
10 who properly execute and file a timely request for exclusion from the class; (4) persons whose
11 claims in this matter have been finally adjudicated on the merits or otherwise released; (5)
12 Plaintiff's counsel and Defendant's counsel, and their experts and consultants; and (6) the legal
13 representatives, successors, and assigns of any such excluded persons.

14 ***Numerosity & Ascertainability***

15 35. The proposed class contains members so numerous that it is impractical to bring
16 every individual claim. There are tens or hundreds of thousands of class members.

17 36. Class members can be identified through Defendant's sales records and public
18 notice.

19 ***Predominance of Common Questions***

20 37. Common questions of law and fact predominate over individual issues. Common
21 questions of law and fact include, without limitation: (1) whether Manscaped's automatic
22 renewal plans violate the ARL and California consumer protection laws and; (2) restitution
23 needed to compensate Plaintiff and the class, and (3) classwide injunctive relief necessary to
24 prevent harm to Plaintiff and the class.

25 ***Typicality and Adequacy***

26 38. Plaintiff's claims are typical of the class. Like the class, Plaintiff was charged for
27 a Manscaped Autorenewal Plan that violated the ARL.

28 39. There are no conflicts of interest between Plaintiff and the class.

1 *Superiority*

2 40. A class action is superior to all other available methods for the fair and efficient
3 adjudication of this litigation because individual litigation of each claim is impractical. It would
4 be unduly burdensome to have individual litigation of individual claims in separate lawsuits,
5 every one of which would present the issues presented in this lawsuit.

6 **VI. Claims.**

7 **First Cause of Action: False Advertising Law (FAL)**

8 **(On behalf of Plaintiff and the Class)**

9 41. Plaintiff incorporates the facts alleged above.

10 42. Plaintiff brings this claim individually and for the class.

11 43. The FAL authorizes a private right of action for any violation of Chapter 1, of
12 which the ARL is a part. *See* Cal. Bus. & Prof. Code § 17535.

13 44. As alleged in detail above, Defendant violated the ARL. For example, Defendant
14 violates the ARL by failing to present the terms of its automatic renewal or continuous service
15 offer in a clear and conspicuous manner before fulfilling the subscription and in visual proximity
16 to the request for consent to the offer.

17 45. Defendant also violated the ARL by charging Plaintiff and class members for
18 automatic renewals or continuous service without first obtaining the consumer's affirmative
19 consent to the agreement containing the automatic renewal offer terms or continuous offer terms.

20 46. Defendant reasonably should know that its ARL violations are misleading to
21 reasonable consumers.

22 47. Defendant's violations were a substantial factor and proximate cause of economic
23 harm to Plaintiff and class members.

24 **Second Cause of Action: Unfair Competition Law (UCL)**

25 **(On behalf of Plaintiff and the Class)**

26 48. Plaintiff incorporates the facts alleged above.

27 49. Plaintiff brings this claim individually and for the class.

1 ***Unlawful***

2 50. Under the “unlawful” prong of the UCL, a violation of another law is treated as
3 unfair competition and is independently actionable. Defendant committed unlawful practices
4 because, as alleged above and incorporated here, it violated the California Automatic Renewal
5 Law. In addition, as alleged below and incorporated here, Defendant violated the CLRA.

6 ***Unfair***

7 51. As alleged in detail above, Defendant committed “unfair” acts by enrolling
8 consumers in automatically recurring subscriptions, in violation of the ARL.

9 52. The harm to Plaintiff and the class greatly outweighs the public utility of
10 Defendant’s conduct. There is no public utility to illegal automatic renewal practices. This
11 injury was not outweighed by any countervailing benefits to consumers or competition. Illegal
12 auto-renewal practices only injure healthy competition and harm consumers.

13 53. Plaintiff and the class could not have reasonably avoided this injury. Defendant’s
14 representations were deceiving to reasonable consumers like Plaintiff. There were reasonably
15 available alternatives to further Defendant’s legitimate business interests, such as complying
16 with the ARL.

17 54. Defendant violated established public policy by violating the ARL. The
18 unfairness of this practice is tethered to a legislatively declared policy (that of the FAL and
19 ARL).

20 55. Defendant’s conduct, as alleged above, was immoral, unethical, oppressive,
21 unscrupulous, and substantially injurious to consumers.

22 ***Deceptive***

23 56. As alleged in detail above, Defendant committed “deceptive” acts by enrolling
24 consumers in automatically recurring subscriptions, in violation of the ARL.

25 57. Defendant’s representations and deficient ARL disclosures were misleading to
26 Plaintiff and other reasonable consumers.

27 58. Plaintiff relied upon Defendant’s misleading representations and omissions, as
28 detailed above.

59. Defendant's violative conduct was a substantial factor and proximate cause of economic harm to Plaintiff and class members.

Third Cause of Action: Consumer Legal Remedies Act (CLRA)

(On behalf of Plaintiff and the Class)

60. Plaintiff incorporates the facts alleged above.

61. Plaintiff brings this claim individually and for the class.

62. Defendant violated Cal. Civ. Code §1770, (a)(5) by misrepresenting the characteristics of its product offers. Defendant represents that its products are one-time purchases, when in reality they include autorenewal plans.

63. Defendant violated Cal. Civ. Code §1770, (a)(9) by advertising goods with the intent not to sell them as advertised. Defendant advertised its products as one-time purchases, when it intended to sell them as autorenewal plans.

64. Defendant's violative conduct was a substantial factor and proximate cause of economic harm to Plaintiff and Class members.

65. Plaintiff and class members seek injunctive relief.

VII. Relief.

66. Plaintiff seeks the following relief for himself and the class:

- An order certifying the asserted claims, or issues raised, as a class action;
- A judgment in favor of Plaintiff and the class;
- Restitution, and other just equitable relief;
- An injunction;
- Pre- and post-judgment interest;
- Any additional relief that the Court deems reasonable and just.

Dated: October 24, 2022

Respectfully submitted,

By: 

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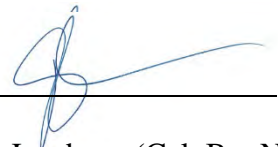
Attorneys for Plaintiff

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Demand for Jury Trial

Plaintiff demands the right to a jury trial on all claim so triable.

Dated: October 24, 2022

By: 

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Attorneys for Plaintiff

EXHIBIT 1

* SPECIAL OFFER

FREE BOXERS + TOILETRY BAG + FREE SHIPPING WITH PURCHASE OF
PERFORMANCE PACKAGE 4.0 OR PLATINUM PACKAGE 4.0

Get Limited Time Offer

MANSCAPED

Products ▾

Our Cause

Peak Hygiene Plan

🇺🇸 ▾

EN ▾

Sign In



TERMS & CONDITIONS

Effective Until: January 28, 2021

Last Updated: July 9, 2020

IMPORTANT – THIS PRODUCT WEBSITE AND MOBILE VERSION AND OTHER APPLICATIONS (COLLECTIVELY THE “SITE”) ARE OPERATED BY MANSCAPED, INC. THIS IS A LEGAL AGREEMENT BETWEEN YOU (“YOU”) AND MANSCAPED (THE “COMPANY” OR “WE”). THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. THE COMPANY IS WILLING TO LICENSE THE USE OF THIS WEBSITE, INCLUDING ALL INFORMATION, TOOLS, PRODUCTS AND SERVICES AVAILABLE FROM THIS WEBSITE TO YOU, THE USER, ONLY UPON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL TERMS AND CONDITIONS IN THIS TERMS OF USE AGREEMENT (“AGREEMENT”) AS THEY GOVERN YOUR ACCESS TO AND USE OF THE “SITE”. THIS AGREEMENT ALSO CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER.

By accessing and/or using the Site, you accept and agree to these Terms of Use and Sale. If you do not agree, you should immediately cease use of this Site. We may revise these Terms of Use and Sale at any time by updating this page. By using the Site, you agree to be bound by such changes.

SECTION 1 – Legal Age Requirement

By completing a purchase through the Site, you represent that you are at least 18 years old or are legally authorized, with any necessary consent of a parent or guardian, to agree to these Product Offer Terms and Conditions and fulfill any obligations in connection with such purchase. The Company reserves the right to verify the foregoing. At the time of delivery, any shipment containing a product may require further the signature of an adult possessing valid picture identification issued by a government agency.

SECTION 2 – Product Offer

When you place an order for the Company's products, you will be charged the non-refundable shipping and handling fee plus the cost of your Company purchases on the payment card you provide at checkout.

All orders are subject to the Company's acceptance. After your order has been placed, we will provide you with an email confirming our receipt of your order. The confirmation you receive does not constitute our acceptance of your order. Rather, we are only confirming our receipt of your order. The Company may refuse to accept or may cancel any order, whether or not the order has been confirmed, for any or no reason, and without liability to you or anyone else. If your payment card or payment method has already been charged for an order that is later cancelled by the Company, we will issue you a refund. If you do not receive confirmation that your order has been placed, please contact customer service at support@manscaped.com. Your order will be deemed accepted upon its shipment and your receipt of a shipment confirmation of your order.

While we want everyone to be able to enjoy our products, we may, in our sole discretion, not accept an order or limit or cancel quantities purchased per person, per household or per order. Some reasons we may do so include, but are not limited to, the following: (1) orders that, in our sole discretion, appear to be placed by dealers, resellers or distributors; (2) orders that appear to be shipped to a freight forwarding company for reshipment; (3) orders that cannot be processed as a result of incorrect or invalid billing, shipping or payment information, including incorrect credit or debit card information such as card number, expiration date and card security value; incorrect payment method billing information (billing information provided must be the same as what your financial institution has on record); and/or insufficient or incorrect shipping address such as street address, city, state/province, ZIP or postal code; (4) orders, in our sole discretion, that we suspect to be fraudulent; or (5) orders connected to previous credit card disputes.

We reserve the right, subject to applicable law, to limit the sales of our products or services to certain persons, geographic regions or jurisdictions or on a case-by-case basis. Any offer for any product or service made on the Site is void where prohibited. Once an order has been placed, it cannot be cancelled unless the shipment is unavoidably delayed. In this case, we will do our best to cancel the order if requested.

If for any reason you are unsatisfied and want to return products you have ordered, please review the Return and Refund Policy outlined below.

SECTION 3 – AUTO-RENEWAL TERMS AND CANCELLATION POLICY

This section only applies to subscription / replenishment orders.

YOU ACKNOWLEDGE AND AGREE THAT EACH SUBSCRIPTION / REPLENISHMENT ORDER AUTOMATICALLY RENEWS UNLESS YOU CANCEL IT OR WE SUSPEND OR TERMINATE IT IN ACCORDANCE WITH THESE TERMS.

Manscaped will automatically renew your Subscription / Replenishment Order and charge your Payment Method depending on your Order and/or Box shipping frequency chosen by you and, as authorized by you by agreeing to the automatic renewal of your Order during the Subscription / Replenishment Order sign-up process.

Your Payment Method will be charged at least one full business day prior to your next Box shipping date. We will charge your Payment Method with the applicable cost for your Box, along with any shipping and handling costs and sales or similar taxes that may be charged with your Order.

To avoid being charged, you must cancel your Order as below (see Cancellation paragraph). We will continue to bill your Payment Method on a recurring basis (depending on your Order and Box shipping frequency selected) until you cancel.

Pausing and Resuming Orders; Shipping Frequency

Customers will be shipped a Box based on the shipping frequency and/or shipping date chosen in their account. Should Customers seek to temporarily pause their Subscription / Replenishment Order (“Pause Period”), email us at support@manscaped.com. Customers may be placed on a Pause Period for either a one, two, or three month period. During the Pause Period, Customers will

continue to receive communications from Manscaped via email, but will not be charged any fees. Customers who are in a Pause Period may resume receiving Manscaped Products by emailing us at support@manscaped.com. Cancellation

You may cancel your Subscription / Replenishment Order at any time via email at support@manscaped.com. Cancellation requests may take up to five (5) business days to process. If you have any problems, please email us at support@manscaped.com.

SECTION 4 – Taxes and Shipping

All pricing set forth on the Site is in U.S. Dollars and is exclusive of applicable taxes and shipping charges. All orders are subject to any applicable taxes on the purchase or delivery of the Product and applicable shipping charges.

SECTION 5 – Return and Refund Policy

All Company products carry a 30-day Money Back Guarantee from date of receipt of goods. Please review our Return Policy for more information. For information on product warranties, please review our Limited Warranty Policy.

SECTION 6 – Accuracy of Billing and Account Information

You agree to provide current, complete and accurate purchase and account information for all purchases made through our Site. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. Payments accepted: credit cards (Visa, MasterCard, Amex, Discover, JCB, Diner's Club), Amazon Payments, and Paypal.

SECTION 7 – Additional Terms and Conditions

In addition to these Sales Terms and Conditions and the policies stated above, any purchases you make through the Site are subject to the Website Terms of Use and Sale and Privacy Policy.

SECTION 8 – License

This Agreement provides you with a limited, non-exclusive, non-transferable, and non-sublicenseable license to use the Site solely for your personal use.

The foregoing license is limited. You therefore may not (1) use, copy, store, reproduce, transmit, distribute, display, rent, lease, sell, modify, alter, license, sublicense, or commercially exploit the Site (or any part thereof) in any manner not expressly permitted by this Agreement; (2) reverse engineer, decompile, disassemble, translate, or create any derivative work of the Site (or any part thereof); (3) access, link to, or use any source code from the Site (or any part thereof); or (4) erase or remove any proprietary or intellectual property notice contained in or on the Site (or any part thereof). In addition, you acknowledge and agree that exceeding the scope of the license herein shall be a material breach of this Agreement and subject to the termination provisions set forth herein.

SECTION 9 – Use of Material from the Site

Subject to The Company's right to monitor or audit compliance, you acknowledge that it is solely your responsibility to maintain your compliance with the terms and conditions of this Agreement. By accessing or using the Site, you also agree to be responsible for and to abide by all applicable local, state, national, and international laws, regulations, rules, and guidelines with respect to your use of the Site. In addition, you agree to assume all responsibility for your use, and the results of your use, of the Site, including meeting any requirements of your contracts with third parties or other persons.

We maintain the Site for your non-commercial personal use. Your use of the Site for any other purpose is permissible only with our prior written consent. Without limiting the foregoing, you agree not to: (1) use the Site in a commercial manner, including by distributing, transmitting or publishing the Site or any of its content; (2) interfere with others' use of the Site; (3) forge headers, impersonate another person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to The Company on or through the Site; (4) impair the Site's operation or interfere with or disrupt the servers or networks connected to it; (5) interfere with our intellectual property rights; (6) frame or otherwise co-brand the Site or any of its content; (7) upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; (8) upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (9) upload, post, email or otherwise transmit any content that contains 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 or network; (10) upload, post, email, or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements); (11) use the Site for any illegal purpose; (12) use any "deep link," "page scrape," "robot," "spider," or any other device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Site or in any way reproduce or circumvent the navigational structure or presentation of the Site in order to obtain or attempt to obtain any materials, pictures, documents, or any other information through any means not purposely made available through the Site; (13) attempt to gain unauthorized access to (a) any portion or feature of the Site, (b) any other systems or networks connected to the Site, (c) any Company server, or (d) to any of the services offered on or through the Site, by hacking, password "mining," or any other illegitimate or prohibited means; (14) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Site; (15) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or the Company's systems or networks or any systems or networks connected to the Site; (16) use the Site to harvest or collect email addresses or other contact information; or (17) use the Site in a manner that could damage, disparage, or otherwise negatively impact the Company. You further represent that the Company has the right to rely upon all information provided to the Company by you, and the Company may contact you by email, telephone or postal mail for any purpose, including but not limited to (1) follow-up calls, (2) customer satisfaction surveys, and (3) inquiries about any orders you placed, or considered placing, at or through the Site. You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

SECTION 10 – Privacy

Any information that you submit to us or that we collect through the Site is subject to our Privacy Policy, the terms of which are incorporated into these Terms of Use and Sale.

SECTION 11 – Proprietary Rights

The contents of the Site, including all software, design, text, graphics, images, photographs, illustrations, audio and video material, artwork, databases, user interfaces, visual interfaces, sounds, artwork, presentations in any format, computer code (including html code), products, information, and documentation, as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of the Site (collectively, "Material") unless otherwise indicated, are owned, controlled, and licensed by Manscaped or

its licensors. Any rights granted hereby are expressly licensed. The Company does not grant any implied right to you or any other person and does not transfer or assign any ownership or intellectual property interest or title in or to the Site (or any part thereof) to you or anyone else. Accordingly, your unauthorized use of the Site (including any Material) may violate intellectual property or other proprietary rights laws as well as other laws, regulations, and statutes. The Site and Material are the property of the Company and/or its licensors. You must not alter, delete or conceal any copyright or other notices contained on the Site or Material, including notices on any audio/visual material you access, download, transmit, display, print or reproduce from the Site. You shall not, nor will you allow any third party (whether or not for your benefit), to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website), or otherwise use, any Material without the express prior written consent of the Company or its owner if the Company is not the owner. The Company and all other names, logos, and icons identifying the Company and its products and services are proprietary trademarks of the Company (or its affiliates), and any use of such marks, including, without limitation, as domain names or account identifiers, without the express written permission of the Company, is strictly prohibited. Other product and company names mentioned herein or on the Site may be the trademarks and/or service marks of their respective owners.

SECTION 12 – Representations and Warranties

You represent to The Company that (1) you are at least the legal age of majority; (2) you are authorized to enter into this Agreement; (3) you will not use the Site or the Materials for any purpose or in any manner that violates any law or regulation or that infringes the rights of The Company or any third party; (4) any information or data provided to The Company by you will not violate any law or regulation or infringe the rights of The Company or any third party; (5) all information that you provide to us in connection with the Site (e.g., name, email address, and/or other information) is true and accurate; and (6) you are authorized and able to fulfill and perform the obligations and meet the conditions of a user as specified herein.

WARRANTY DISCLAIMERS

THE SITE AND MATERIALS ARE PROVIDED “AS-IS.” THE COMPANY DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SITE OR MATERIALS IN TERMS OF AVAILABILITY, ACCURACY, RELIABILITY, CURRENTNESS, COMPLETENESS, FUNCTIONALITY, INTENDED PURPOSE, OR OTHERWISE. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SITE OR MATERIALS WILL OPERATE ERROR-FREE, UNINTERRUPTED, OR IN A MANNER THAT WILL MEET YOUR REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE IS WITH YOU. THE COMPANY HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH THE SITE SHALL CREATE ANY WARRANTY OF ANY KIND.

LIMITATION OF LIABILITY

The Company shall have no responsibility to provide you access to the Site. You acknowledge and agree that The Company shall not be liable or responsible for any claim, damage, or loss resulting, directly or indirectly, from a cause beyond The Company's control, including, but not limited to, offers or promotions made available on the Site, failure of electronic or mechanical equipment or communication lines, telephone or other connection problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, or governmental restrictions. MOREOVER, YOU AGREE THAT IN NO EVENT SHALL THE COMPANY NOR ANY OF ITS SUBSIDIARIES OR THIRD-PARTY CONTENT PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR ANY OTHER DAMAGES RELATING TO OR RESULTING FROM YOUR USE OR INABILITY TO USE THIS SITE OR ANY OTHER SITE YOU ACCESS THROUGH A LINK FROM THIS SITE OR FROM ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF ELECTRONIC MAIL MESSAGES YOU SEND US, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, TOTAL LIABILITY OF THE COMPANY FOR ANY REASON WHATSOEVER RELATED TO USE OF THE SITE, RESULTS FROM USE OF THE SITE, OR FOR ANY CLAIMS RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT YOU PAID TO THE COMPANY FOR ANY PRODUCT OR SERVICE. THESE SHALL BE CONSIDERED LIQUIDATED DAMAGES AND NOT A PENALTY EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIABILITY, IF ANY, SHALL BE COMPLETE AND EXCLUSIVE.

SECTION 13 – Indemnification

You agree to release, discharge, defend, indemnify and hold harmless The Company and its officers, directors, employees, agents, affiliates, third party information providers, licensors, contractors and others involved in the delivery of products, services or information through the Site (collectively, “Indemnified Parties”), arising from, in connection with, or relating to, any breach of these Terms of Use and Sale by you, including breaches arising from your use of the information obtained through the Site. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys’ fees and litigation expenses of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed through the Site or related website(s).

SECTION 14 – Governing Law

This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the State of California, as applied to agreements entered into and completely performed in the State of California without regard to conflicts of laws rules. In the event, and for whatever reason, should the arbitration clause below be inapplicable then you consent to the jurisdiction of the federal or state courts located in San Diego County, California for purposes of any suit, action or proceeding arising out of these Terms, and you hereby consent to such exclusive and personal jurisdiction and venue. Any claim you might have against The Company must be brought within two (2) years after the cause of action arises, or such claim or cause of action is barred. In addition, you agree to waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this Agreement and is hereby disclaimed. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent as other documents and records originally generated and maintained in printed form. Please contact the Company if you wish to receive a printed copy of this Agreement. If any Material on this Site, or your use of the Site, is contrary to the laws of the jurisdiction where you are when you access it, the Site is not intended for you, and we require that you not use the Site. Those who choose to access this Site from outside the United States do so on their initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

SECTION 15 – ARBITRATION AND CLASS ACTION WAIVER

ANY CLAIM OR DISPUTE RELATING IN ANY WAY TO YOUR USE OF THE SITE OR THESE TERMS OF USE SHALL BE SUBMITTED TO

CONFIDENTIAL ARBITRATION, except that either party may seek interim relief from any state or federal court in the party's state of residence to protect the party's intellectual property rights. ARBITRATION WOULD REMOVE YOUR RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. IT IS IMPORTANT THAT YOU READ THIS PROVISION CAREFULLY BEFORE ACCEPTING THESE TERMS OF USE.

All arbitration between the Company and You shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures [hereinafter, the "JAMS Arbitration Rules and Procedures"]. The parties shall split 50%/50% the cost of the administrative and arbitrator fees. Notwithstanding any choice of law provision included in the Terms, this arbitration section is subject to the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and the New York Convention on the Recognition of Foreign Arbitral Awards (9 U.S.C. §§ 201-208 or as codified in the jurisdiction where enforcement of the award is sought). The arbitration will be conducted before a single arbitrator, and will be limited solely to the dispute or controversy between you and the Company. Arbitration proceedings and hearings shall be held as provided by the JAMS Arbitration Rules and Procedures and if any in-person hearing is required, it shall be held in a venue chosen by the Company. Any participatory arbitration hearing that you attend shall take place in California. California state law will apply during the arbitration. The judgment upon the award rendered by the arbitrator(s) shall be final and binding and may be entered in any court of competent jurisdiction. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration.

NO CLASS ACTIONS

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CONSOLIDATED OR CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING. YOU UNDERSTAND THAT BY AGREEING TO THIS CLASS ACTION WAIVER, YOU MAY ONLY BRING CLAIMS AGAINST THE COMPANY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

SECTION 16 – Enforcement

You have no reasonable expectation of privacy while using the Site because the Company reserves the right to view, monitor, and/or record activity on the Site (in accordance with applicable law) and to comply with government or court appointed authorities when necessary. Actual or attempted unauthorized use of the Site may also result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. You shall therefore not, nor shall you permit any third party to, disable, circumvent, or otherwise avoid any security device, mechanism, protocol, or procedure established by the Company for use of or with the Site. Moreover, you also acknowledge that any breach, threatened or actual, of this Agreement by you may cause irreparable injury to The Company and/or its licensors, such injury would not be quantifiable in monetary damages, and the Company and/or its licensors would not have an adequate remedy at law. You therefore agree that the Company and/or its licensors (or on their behalf) shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this Agreement. Accordingly, you hereby waive any requirement that the Company or its licensors post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to the Company to enforce any provision of this Agreement.

SECTION 17 – Site Modifications

We reserve the right at any time, and without notice to you or any third party, to modify, suspend or discontinue any part of the Site. We also reserve the right, in our sole discretion, to impose limits on certain features and services.

SECTION 18 – Third-Party Links

The Site may include links to other sites, some of them operated by affiliated companies of the Company, and some of them operated by third parties. The Company is not responsible for examining or evaluating the content, accuracy, or privacy policies of any third-party-linked site or any link contained in a third-party-linked site. The Company expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third-party websites, and the inclusion of a third-party link on the Site does not imply our endorsement of those third party companies or products. If you decide to access any of the third-party sites linked to this Site, you do this entirely at your own risk.

SECTION 19 – DMCA Notice and Take-Down Procedures; Copyright Agent

If you have a good faith belief that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you can submit a Notice of Claimed Infringement (NOCI) to the Company by providing the following information in accordance with the Digital Millennium Copyright Act (the "DMCA"):

A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly infringed;

Identification or description of the copyrighted work or other intellectual property that you claim has been infringed. If you are asserting infringement of an intellectual property right other than copyright, please specify the intellectual property right at issue (for example, trademark or patent);

Identification or description of where the material that you claim is infringing is located on the Site, with enough detail that the Company may find it on the Site;

Your address, telephone number, and email address;

A statement by you that you have a good faith belief that the use of the material complained of is not authorized by the copyright owner or intellectual property owner, its agent, or the law; and

A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Our DMCA agent designated to receive claims of copyright or other intellectual property infringement may be contacted by emailing the Company at legal@manscaped.com.

SECTION 20 – Termination

We reserve the right in our sole discretion to terminate or restrict your use of the Site, without notice, for any or no reason, and without liability to you or any third party. You acknowledge and agree that The Company shall have the sole right to determine its reasonable discretion whether you are engaging in any unauthorized activity and/or violating any term or conditions of this

Agreement. You may also terminate at any time by ceasing to use the Site. But, all applicable provisions of this Agreement will survive termination, as outlined below. Any licenses from The Company and any right to use the Site shall immediately cease upon termination of this Agreement.

SECTION 21 – No Medical Advice

The statements regarding these products have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease. The information on this Site or in emails is designed for educational purposes only and is not intended to be a substitute for informed medical advice or care. This information should not be used to diagnose or treat any health problems or illnesses without consulting a doctor. The Company is not intended to be used to treat any type of medical condition. The information on this Site is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Company Site. If you think you may have a medical emergency, call your doctor or 911 immediately.

Additionally, these products are not intended for use by persons under 18 years of age. Consult a physician before using this product if you have any medical condition including, but not limited to, strokes, high blood pressure, heart, liver, kidney or thyroid disease, diabetes, anemia, depression, anxiety, other psychiatric conditions, a family history of these or other medical conditions, or if taking any prescription, OTC and/or other herbal medications.

Reliance on any information provided by The Company or its employees, agents, manufacturers or distributors, or any others appearing on the Site at the invitation of The Company, or other visitors to the Site is solely at your own risk.

SECTION 22 – User Comments, Feedback and Other Submissions

If you send certain specific submissions, including by not limited to contest entries, suggestions, reviews, photographs, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, “feedback”), 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. By transmitting any feedback to The Company, you represent and warrant that such feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, copyright, trademark, privacy, personality or other personal or proprietary right) and that you have all rights necessary to convey such feedback to The Company. In addition, any feedback received by The Company will be deemed to include from you a perpetual, non-exclusive, irrevocable, transferable, royalty-free right and license for The Company to adopt, use, copy, print, display, reproduce, modify, publish, post, disseminate, transmit, distribute, create derivative works, and display (in whole or in part) worldwide, or act on such feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such information, material, or content, and you hereby waive any claim to the contrary.

SECTION 23 – Miscellaneous

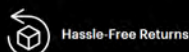
If any provision of these Terms of Use and Sale is held to be invalid or unenforceable, that provision shall be construed consistent with applicable law, and the remaining provisions shall be enforced. In the event any provision of this Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, you agree that unless it materially affects the entire intent and purpose of this Agreement, the invalidity, voidness, or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision. Headings are for reference purposes only and in no way define, limit, construe or describe the scope of such section. Our failure to enforce any provision of these Terms of Use and Sale shall not constitute a waiver of that or any other provision. These Terms of Use and Sale set forth the entire agreement between you and us in connection with your use of the Site. The relationship between you and The Company is and shall be that of independent contractors and nothing in this Agreement shall be construed or used to create or imply any relationship of partners, joint ventures, or employer and employee. You may not assign or otherwise transfer this Agreement or the license granted hereunder or delegate any of your duties specified herein, in whole or in part, without The Company's prior written consent. Any attempt of assignment, delegation, or transfer in violation of this Agreement shall be void, of no effect, and a material breach of this Agreement. Notwithstanding the foregoing, The Company may assign this Agreement in whole or in part. Moreover, The Company may delegate its rights and responsibilities or use contractors or agents to fulfill its obligations under this Agreement. This Agreement and the Company's Privacy Policy and Product Offer Terms and Conditions, which are hereby incorporated by reference as if set forth fully herein, represent the entire agreement between you and the Company with respect to the subject matter herein, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and The Company with respect to the Site. Any rights not expressly granted herein are reserved by The Company. Please note that The Company reserves the right to change the terms and conditions of this Agreement and by which the Site is extended to you by providing you in writing or electronically a copy of such revised terms (or notice thereof). The Company also has the exclusive right to provide updates, upgrades, or changes to, or to suspend, discontinue, or modify any aspect of the Site at any time. Your continued use of the Site following any such change to such Site will be deemed acceptance to be bound by any such change to this Agreement or the Site.

SECTION 24 – Contact Information

Questions about the Terms should be sent to us at: legal@manscaped.com.



Free Shipping



Hassle-Free Returns



Secure Checkout

About Us
FAQ
Blog
Manage Orders
Military
First Responders

Press
Do Not Sell My Personal
Information
Careers
CA Supply Chains Act
Patents

Get Early Access to New Products Below

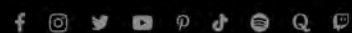
Your Email



By clicking “Join Now” you agree to receive promotional emails from MANSCAPED™. You may unsubscribe at any time.

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[Singapore](#) [South Africa](#) [Saudi Arabia / United Arab Emirates](#)

EXHIBIT 2

MANSCAPED

PRODUCTS ✓

REPLENISH PLANS

SIGN IN



Terms & Conditions

Effective Date: October 1st, 2017

IMPORTANT - THIS PRODUCT WEBSITE AND MOBILE VERSION AND OTHER APPLICATIONS (COLLECTIVELY THE "SITE") ARE OPERATED BY MANSCAPED LLC. THIS IS A LEGAL AGREEMENT BETWEEN YOU ("YOU") AND MANSCAPED (THE "COMPANY" OR "WE"). THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. THE COMPANY IS WILLING TO LICENSE THE USE OF THIS WEBSITE, INCLUDING ALL INFORMATION, TOOLS, PRODUCTS AND SERVICES AVAILABLE FROM THIS WEBSITE TO YOU, THE USER, ONLY UPON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS TERMS OF USE AGREEMENT ("AGREEMENT") AS THEY GOVERN YOUR ACCESS TO AND USE OF THE "SITE". THIS AGREEMENT ALSO CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER.

By accessing and/or using the Site, you accept and agree to these Terms of Use. If you do not agree, you should immediately cease use of this Site. We may revise these Terms of Use at any time by updating this page. By using the Site, you agree to be bound by such changes.

SECTION 1 - License

This Agreement provides you with a limited, non-exclusive, non-transferable, and non-sublicenseable license to use the Site solely for your personal use.

The foregoing license is limited. You therefore may not (1) use, copy, store, reproduce, transmit, distribute, display, rent, lease, sell, modify, alter, license, sublicense, or commercially exploit the Site (or any part thereof) in any manner not expressly permitted by this Agreement, (2) reverse engineer, decompile, disassemble, translate, or create any derivative work of the Site (or any part thereof); (3) access, link to, or use any source code from the Site (or any part thereof); or (4) erase or remove any proprietary or intellectual property notice contained in or on the Site (or any part thereof). In addition, you acknowledge and agree that exceeding the scope of the license herein shall be a material breach of this Agreement and subject to the termination provisions set forth herein.

SECTION 2 - Use of Material from the Site

Subject to The Company's right to monitor or audit compliance, you acknowledge that it is solely your responsibility to maintain your compliance with the terms and conditions of this Agreement. By accessing or using the Site, you also agree to be responsible for and to abide by all applicable local, state, national, and international laws, regulations, rules, and guidelines with respect to your use of the Site. In addition, you agree to assume all responsibility for your use, and the results of your use, of the Site, including meeting any requirements of your contracts with third parties or other persons.

We maintain the Site for your non-commercial personal use. Your use of the Site for any other purpose is permissible only with our prior written consent. Without limiting the foregoing, you agree not to: (1) use the Site in a commercial manner, including by distributing, transmitting or publishing the Site or any of its content; (2) interfere with others' use of the Site; (3) forge headers, impersonate another person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to The Company on or through the Site; (4) impair the Site's operation or interfere with or disrupt the servers or networks connected to it; (5) interfere with our intellectual property rights; (6) frame or otherwise co-brand the Site or any of its content; (7) upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; (8) upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (9) upload, post, email or otherwise transmit any content that contains 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 or network; (10) upload, post, email, or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements); (11) use the Site for any illegal purpose; (12) use any "deep link," "page scrape," "robot," "spider," or any other device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Site or in any way reproduce or circumvent the navigational structure or presentation of the Site in order to obtain or attempt to obtain any materials, pictures, documents, or any other information through any means not purposely made available through the Site; (13) attempt to gain unauthorized access to (a) any portion or feature of the Site, (b) any other systems or networks connected to the Site, (c) any Company server, or (d) to any of the services offered on or through the Site, by hacking, password "mining," or any other illegitimate or prohibited means; (14) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Site; (15) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or the Company's systems or networks or any systems or networks connected to the Site; (16) use the Site to harvest or collect email addresses or other contact information; or (17) use the Site in a manner that could damage, disparage, or otherwise negatively impact the Company. You further represent that the Company has the right to rely upon all information provided to the Company by you, and the Company may contact you by email, telephone or postal mail for any purpose, including but not limited to (1) follow-up calls, (2) customer satisfaction surveys, and (3) inquiries about any orders you placed, or considered placing, at or

through the Site. You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

SECTION 3 – Privacy

Any information that you submit to us or that we collect through the Site is subject to our [Privacy Policy](#), the terms of which are incorporated into these Terms of Use.

SECTION 4 – Proprietary Rights

The contents of the Site, including all software, design, text, graphics, images, photographs, illustrations, audio and video material, artwork, databases, user interfaces, visual interfaces, sounds, artwork, presentations in any format, computer code (including html code), products, information, and documentation, as well as the design, structure, selection, coordination, expression, “look and feel,” and arrangement of the Site (collectively, “Material”) unless otherwise indicated, are owned, controlled, and licensed by Manscaped or its licensors. Any rights granted hereby are expressly licensed. The Company does not grant any implied right to you or any other person and does not transfer or assign any ownership or intellectual property interest or title in or to the Site (or any part thereof) to you or anyone else. Accordingly, your unauthorized use of the Site (including any Material) may violate intellectual property or other proprietary rights laws as well as other laws, regulations, and statutes. The Site and Material are the property of the Company and/or its licensors. You must not alter, delete or conceal any copyright or other notices contained on the Site or Material, including notices on any audio/visual material you access, download, transmit, display, print or reproduce from the Site. You shall not, nor will you allow any third party (whether or not for your benefit), to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website), or otherwise use, any Material without the express prior written consent of the Company or its owner if the Company is not the owner. The Company and all other names, logos, and icons identifying the Company and its products and services are proprietary trademarks of the Company (or its affiliates), and any use of such marks, including, without limitation, as domain names or account identifiers, without the express written permission of the Company, is strictly prohibited. Other product and company names mentioned herein or on the Site may be the trademarks and/or service marks of their respective owners.

SECTION 5 – Representations and Warranties

You represent to the Company that (1) you are at least the legal age of majority; (2) you are authorized to enter into this Agreement; (3) you will not use the Site or the Materials for any purpose or in any manner that violates any law or regulation or that infringes the rights of the Company or any third party; (4) any information or data provided to the Company by you will not violate any law or regulation or infringe the rights of the Company or any third party; (5) all information that you provide to us in connection with the Site (e.g., name, email address, and/or other information) is true and accurate; and (6) you are authorized and able to fulfill and perform the obligations and meet the conditions of a user as specified herein.

WARRANTY DISCLAIMERS

THE SITE AND MATERIALS ARE PROVIDED “AS-IS.” THE COMPANY DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SITE OR MATERIALS IN TERMS OF AVAILABILITY, ACCURACY, RELIABILITY, CURRENTNESS, COMPLETENESS, FUNCTIONALITY, INTENDED PURPOSE, OR OTHERWISE. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SITE OR MATERIALS WILL OPERATE ERROR-FREE, UNINTERRUPTED, OR IN A MANNER THAT WILL MEET YOUR REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE IS WITH YOU. THE COMPANY HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH THE SITE SHALL CREATE ANY WARRANTY OF ANY KIND.

LIMITATION OF LIABILITY

The Company shall have no responsibility to provide you access to the Site. You acknowledge and agree that the Company shall not be liable or responsible for any claim, damage, or loss resulting, directly or indirectly, from a cause beyond the Company's control, including, but not limited to, offers or promotions made available on the Site, failure of electronic or mechanical equipment or communication lines, telephone or other connection problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, or governmental restrictions. MOREOVER, YOU AGREE THAT IN NO EVENT SHALL THE COMPANY NOR ANY OF ITS SUBSIDIARIES OR THIRD-PARTY CONTENT PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR ANY OTHER DAMAGES RELATING TO OR RESULTING FROM YOUR USE OR INABILITY TO USE THIS SITE OR ANY OTHER SITE YOU ACCESS THROUGH A LINK FROM THIS SITE OR FROM ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF ELECTRONIC MAIL MESSAGES YOU SEND US, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, TOTAL LIABILITY OF THE COMPANY FOR ANY REASON WHATSOEVER RELATED TO USE OF THE SITE, RESULTS FROM USE OF THE SITE, OR FOR ANY CLAIMS RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT YOU PAID TO THE COMPANY FOR ANY PRODUCT OR SERVICE. THESE SHALL BE CONSIDERED LIQUIDATED DAMAGES AND NOT A PENALTY EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIABILITY, IF ANY, SHALL BE COMPLETE AND EXCLUSIVE.

SECTION 6 – Indemnification

You agree to release, discharge, defend, indemnify and hold harmless the Company and its officers, directors, employees, agents, affiliates, third party information providers, licensors, contractors and others involved in the delivery of products, services or information through the Site (collectively, “Indemnified Parties”), arising from, in connection with, or relating to, any breach of these Terms of Use by you, including breaches arising from your use of the information obtained through the Site. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees and litigation expenses of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed through the Site or related website(s).

SECTION 7 – Governing Law

This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the State of California, as applied to agreements entered into and completely performed in the State of California without regard to conflicts of laws rules. In the event, and for whatever reason, should the arbitration clause below be inapplicable then you consent to the jurisdiction of the federal or state courts located in San Diego County, California for purposes of any suit, action or proceeding arising out of these Terms, and you hereby consent to such exclusive and personal jurisdiction and venue. Any claim you might have against The Company must be

brought within two (2) years after the cause of action arises, or such claim or cause of action is barred. In addition, you agree to waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this Agreement and is hereby disclaimed. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent as other documents and records originally generated and maintained in printed form. Please contact the Company if you wish to receive a printed copy of this Agreement. If any Material on this Site, or your use of the Site, is contrary to the laws of the jurisdiction where you are when you access it, the Site is not intended for you, and we require that you not use the Site. Those who choose to access this Site from outside the United States do so on their initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

SECTION 8 – ARBITRATION AND CLASS ACTION WAIVER

ANY CLAIM OR DISPUTE RELATING IN ANY WAY TO YOUR USE OF THE SITE OR THESE TERMS OF USE SHALL BE SUBMITTED TO CONFIDENTIAL ARBITRATION, except that either party may seek interim relief from any state or federal court in the party's state of residence to protect the party's intellectual property rights. ARBITRATION WOULD REMOVE YOUR RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. IT IS IMPORTANT THAT YOU READ THIS PROVISION CAREFULLY BEFORE ACCEPTING THESE TERMS OF USE. The arbitration will be administered by the American Arbitration Association or National Arbitration and Mediation, Inc. under The National Arbitration Forum's Code of Procedure in effect when the claim is filed (the "Code"). The Code and other information may be obtained from the National Arbitration Forum website (www.adrforum.com) or by calling 1-800-474-2371. The Company shall have the ability to choose between these two forums as well as choose a venue that is convenient for the Company. The parties shall split 50%/50% the cost of the administrative and arbitrator fees. Notwithstanding any choice of law provision included in the Terms, this arbitration section is subject to the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and the New York Convention on the Recognition of Foreign Arbitral Awards (9 U.S.C. §§ 201-208 or as codified in the jurisdiction where enforcement of the award is sought). The arbitration will be conducted before a single arbitrator, and will be limited solely to the dispute or controversy between you and the Company. Hearings shall be held as provided by the Code and if any in-person hearing is required, it shall be held in a venue chosen by the Company. Any participatory arbitration hearing that you attend shall take place in California. California state law will apply during the arbitration. The judgment upon the award rendered by the arbitrator(s) shall be final and binding and may be entered in any court of competent jurisdiction. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration.

NO CLASS ACTIONS

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CONSOLIDATED OR CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING. **YOU UNDERSTAND THAT BY AGREEING TO THIS CLASS ACTION WAIVER, YOU MAY ONLY BRING CLAIMS AGAINST THE COMPANY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.**

SECTION 9 – Enforcement

You have no reasonable expectation of privacy while using the Site because the Company reserves the right to view, monitor, and/or record activity on the Site (in accordance with applicable law) and to comply with government or court appointed authorities when necessary. Actual or attempted unauthorized use of the Site may also result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. You shall therefore not, nor shall you permit any third party to, disable, circumvent, or otherwise avoid any security device, mechanism, protocol, or procedure established by the Company for use of or with the Site. Moreover, you also acknowledge that any breach, threatened or actual, of this Agreement by you may cause irreparable injury to The Company and/or its licensors, such injury would not be quantifiable in monetary damages, and the Company and/or its licensors would not have an adequate remedy at law. You therefore agree that the Company and/or its licensors (or on their behalf) shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this Agreement. Accordingly, you hereby waive any requirement that the Company or its licensors post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to the Company to enforce any provision of this Agreement.

SECTION 10 – Site Modifications

We reserve the right at any time, and without notice to you or any third party, to modify, suspend or discontinue any part of the Site. We also reserve the right, in our sole discretion, to impose limits on certain features and services.

SECTION 11 – Third-Party Links

The Site may include links to other sites, some of them operated by affiliated companies of the Company, and some of them operated by third parties. The Company is not responsible for examining or evaluating the content, accuracy, or privacy policies of any third-party-linked site or any link contained in a third-party-linked site. The Company expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third-party websites, and the inclusion of a third-party link on the Site does not imply our endorsement of those third party companies or products. If you decide to access any of the third-party sites linked to this Site, you do this entirely at your own risk.

SECTION 12 – DMCA Notice and Take-Down Procedures; Copyright Agent

If you have a good faith belief that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you can submit a Notice of Claimed Infringement (NOCI) to the Company by providing the following information in accordance with the Digital Millennium Copyright Act (the "DMCA"):

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly infringed;
- Identification or description of the copyrighted work or other intellectual property that you claim has been infringed. If you are asserting infringement of an intellectual property right other than copyright, please specify the intellectual property right at issue (for example, trademark or patent);

- Identification or description of where the material that you claim is infringing is located on the Site, with enough detail that the Company may find it on the Site;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the use of the material complained of is not authorized by the copyright owner or intellectual property owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Our DMCA agent designated to receive claims of copyright or other intellectual property infringement may be contacted by emailing the Company at legal@manscaped.com.

SECTION 13 – Termination

We reserve the right in our sole discretion to terminate or restrict your use of the Site, without notice, for any or no reason, and without liability to you or any third party. You acknowledge and agree that the Company shall have the sole right to determine in its reasonable discretion whether you are engaging in any unauthorized activity and/or violating any term or conditions of this Agreement. You may also terminate at any time by ceasing to use the Site. But, all applicable provisions of this Agreement will survive termination, as outlined below. Any licenses from the Company and any right to use the Site shall immediately cease upon termination of this Agreement.

SECTION 14 – No Medical Advice

The statements regarding these products have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease. The information on this Site or in emails is designed for educational purposes only and is not intended to be a substitute for informed medical advice or care. This information should not be used to diagnose or treat any health problems or illnesses without consulting a doctor. The Company is not intended or to be used to treat any type of medical condition. The information on this Site is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Company Site. If you think you may have a medical emergency, call your doctor or 911 immediately.

Additionally, these products are not intended for use by persons under 18 years of age. Consult a physician before using this product if you have any medical condition including, but not limited to, strokes, high blood pressure, heart, liver, kidney or thyroid disease, diabetes, anemia, depression, anxiety, other psychiatric conditions, a family history of these or other medical conditions, or if taking any prescription, OTC and/or other herbal medications.

Reliance on any information provided by the Company or its employees, agents, manufacturers or distributors, or any others appearing on the Site at the invitation of The Company, or other visitors to the Site is solely at your own risk.

SECTION 15 – User Comments, Feedback and Other Submissions

If you send certain specific submissions, including by not limited to contest entries, suggestions, reviews, photographs, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "feedback"), 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. By transmitting any feedback to the Company, you represent and warrant that such feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, copyright, trademark, privacy, personality or other personal or proprietary right) and that you have all rights necessary to convey such feedback to the Company. In addition, any feedback received by the Company will be deemed to include from you a perpetual, non-exclusive, irrevocable, transferable, royalty-free right and license for the Company to adopt, use, copy, print, display, reproduce, modify, publish, post, disseminate, transmit, distribute, create derivative works, and display (in whole or in part) worldwide, or act on such feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such information, material, or content, and you hereby waive any claim to the contrary.

SECTION 16 – Miscellaneous

If any provision of these Terms of Use is held to be invalid or unenforceable, that provision shall be construed consistent with applicable law, and the remaining provisions shall be enforced. In the event any provision of this Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, you agree that unless it materially affects the entire intent and purpose of this Agreement, the invalidity, voidness, or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision. Headings are for reference purposes only and in no way define, limit, construe or describe the scope of such section. Our failure to enforce any provision of these Terms of Use shall not constitute a waiver of that or any other provision. These Terms of Use set forth the entire agreement between you and us in connection with your use of the Site. The relationship between you and the Company is and shall be that of independent contractors and nothing in this Agreement shall be construed or used to create or imply any relationship of partners, joint ventures, or employer and employee. You may not assign or otherwise transfer this Agreement or the license granted hereunder or delegate any of your duties specified herein, in whole or in part, without the Company's prior written consent. Any attempt of assignment, delegation, or transfer in violation of this Agreement shall be void, of no effect, and a material breach of this Agreement. Notwithstanding the foregoing, the Company may assign this Agreement in whole or in part. Moreover, the Company may delegate its rights and responsibilities or use contractors or agents to fulfill its obligations under this Agreement. This Agreement and the Company's [Privacy Policy](#) and Product Offer [Terms and Conditions](#), which are hereby incorporated by reference as if set forth fully herein, represent the entire agreement between you and the Company with respect to the subject matter herein, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and The Company with respect to the Site. Any rights not expressly granted herein are reserved by the Company. Please note that the Company reserves the right to change the terms and conditions of this Agreement and by which the Site is extended to you by providing you in writing or electronically a copy of such revised terms (or notice thereof). The Company also has the exclusive right to provide updates, upgrades, or changes to, or to suspend, discontinue, or modify any aspect of the Site at any time. Your continued use of the Site following any such change to such Site will be deemed acceptance to be bound by any such change to this Agreement or the Site.

SECTION 17 – Contact Information

Questions about the Terms should be sent to us at: legal@manscaped.com.



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