

TERMS OF USE

Last Modified: JANUARY 1, 2017

THESE TERMS OF USE (the “*Terms of Use*” or this “*Agreement*”), together with any documents it expressly incorporates, governs the relationship and interaction between you (“*you*”, “*your*”, “*User*”) and Purple Presence LLC d/b/a Scentomania, together with its parents, subsidiaries and affiliates (collectively, “*Scentomania*”, “*Company*”, “*we*”, “*us*” or “*our*”) and your use of the www.scentomania.com website (the “*Website*”) provided by Scentomania, together with any associated services, features, functionality, or content, (collectively, the “*Services*”). If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its Affiliates to the terms and conditions contained in this Agreement, in which case the terms “*you*” or “*your*” shall refer to such entity and its Affiliates. The Scentomania Privacy Policy is expressly incorporated herein by reference, and can be found here: www.scentomania.com/privacy-policy.

IMPORTANT: PLEASE READ CAREFULLY

BY CHECKING THE BOX TO AGREE OR CLICKING AN “I AGREE” BUTTON, WHENEVER PRESENTED, TO AGREE TO THESE TERMS OF USE, OR BY SIGNING UP, ACCESSING, OR USING THE WEBSITE AND/OR SERVICES, YOU:

- I. AGREE THAT THIS AGREEMENT IS A LEGALLY BINDING AND VALID AGREEMENT;
- II. ACCEPT THIS AGREEMENT AND AGREE TO BE LEGALLY BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN;
- III. REPRESENT AND WARRANT THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE;
- IV. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, ORGANIZATION OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE CORPORATION, ORGANIZATION OR LEGAL ENTITY AND BIND IT TO THE TERMS SET FORTH HEREIN; AND
- V. TO TAKE ALL NECESSARY STEPS TO ENSURE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE NOT VIOLATED BY YOU OR ANY PERSON OR ENTITY UNDER YOUR CONTROL OR IN YOUR SERVICE.

THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY AND EXCLUSIVE REMEDIES. THE PROVISIONS BELOW FORM THE ESSENTIAL BASIS OF OUR AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CHECK ANY “I AGREE” BOX OR CLICK ANY “I AGREE” BUTTON TO AGREE TO THESE TERMS OF USE, OR SIGN UP, ACCESS OR USE THE WEBSITE AND/OR SERVICES.

CHANGES TO THIS AGREEMENT

We reserve the exclusive right to make changes to this Agreement from time to time. Your continued access to and use of the Website and any associated services constitutes your agreement to be bound by, and your acceptance of, the Agreement posted at such time. You acknowledge and agree that you accept this Agreement (and any amendments thereto) each time you visit the Website or sign into your account. Therefore, we encourage you to review this Agreement regularly.

If, within thirty (30) days of us posting changes or amendments to this Agreement, you decide that you do not agree to the updated terms, you may withdraw your acceptance to the amended terms by providing us with written notice of withdrawal of your acceptance. Upon providing us with your notice of your acceptance withdrawal, you are no longer authorized to access or use the Website or any associated services, and you must not do so.

1. You Must Be At Least 18 Years Old to Use the Website

The Website is offered and available only to individuals who are 18 years of age or older. We make no active effort to collect personal information from individuals under the age of 18. By using the Website, you represent and warrant that you are (i) at least 18 years of age and are competent to contract in your own name; or (ii) represent and are authorized by an organization to enter into binding contracts. If you do not meet these requirements, you must not access or use the Website.

2. Description of Services

- a. We provide Services via the Website to assist Users in listing, offering to sell, or seeking to purchase perfumes, fragrances, and associated products (the “**Products**”) from other Users. The Website operates as a neutral venue allowing Users seeking or buy (“**Buyers**”) Products and Users who own and are seeking to sell Products (“**Sellers**”) to locate and contact each other, negotiate, and coordinate Products and sales (“**Sales**”). Sellers may list or advertise Products, and conversely, Buyers may search listings for Products available for sale.
- b. While Sales transactions may be effectuated directly through the Scentomania Website, Scentomania merely promotes and advertises Products for sale, serves as a point of contact between Sellers and Buyers, facilitates communications between Sellers and Buyers, and assists Buyers in facilitating payments and transmitting funds to Sellers. Unless otherwise stated, Scentomania does not own or manage any Products listed on the Website, nor is Scentomania ever a party to any contract between Buyer and Seller for the sale or purchase of any Products listed on the Website. Scentomania serves only as a platform for the purpose of facilitating payments, shipments (if applicable), and communications between Buyers and Sellers.
- c. Scentomania is not a party to the transaction(s) between Buyers and Sellers. As such, we have no control over:
 - i. The quality, safety, or legality of the Products advertised on the Website;
 - ii. The truth or accuracy of Products listings;
 - iii. The origin or authenticity of any Products advertised or offered on the Website;

- iv. The legal or regulatory compliance of any Sales of Products;
 - v. The ability of Sellers to sell Products; or
 - vi. The ability of Buyers to buy the Products; or the acts or omissions of Sellers or Buyers.
- d.** Scentomania does not guarantee that a Buyer or Seller will actually complete any transaction and is not liable for the failure of any party to fulfill its obligations under any rental or sales agreement as a result of the direct or indirect use of the Scentomania Website.

3. Accessing the Website and Account Security

- a.** Scentomania reserves the right to:
- i. Discontinue transmitting all or any parts of the content related to the Website;
 - ii. Amend the Website and any Services or material provided on it;
 - iii. Change, discontinue, or limit access to the Website; and
 - iv. Suspend or terminate your use or access to the Website or your account in our sole discretion, with or without notice.
- b.** We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period.
- c.** The User is responsible for:
- i. Making all arrangements necessary to have access to the Website; and
 - ii. Ensuring that all persons who access the Website through the User's Internet connection are aware of these Terms of Use and comply with them.
- d.** To access the Website or the resources it offers, you may be asked to provide certain registration details or other information ("**Account Information**"), including but not limited to contact and Products information. It is a condition of your use of the Website that all Account Information is correct, current, and complete. you agree to update your Account Information in the event of any changes related to Products listings or contact information. We may deliver notices to you at the email address provided in your Account Information, and such notices shall be considered delivered when sent, regardless of whether you continue to maintain or use said email address. You agree that all information you provide on the Website is governed by our [Privacy Policy](#) and you consent to all actions we take with respect to your information consistent with the [Privacy Policy](#).
- e.** If you choose, or are provided with, a user name, password, or any other piece of information as part of Scentomania's security procedures, you must treat such information as confidential and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you (or, in the case of an entity, to a single

authorized representative of the entity) and agree not to provide any other person with access to the Website, or to portions of the Website, using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password, or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

- f. Scentomania has the right to disable any user name, password, or other identifier, whether chosen by User or provided by Scentomania, at any time, in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

4. Intellectual Property Rights

- a. The Website and all content, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Scentomania, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- b. The Scentomania name, the Scentomania logo, and all related names, logos, product and service names, designs and slogans are trademarks of Scentomania or its affiliates or licensors. You must not use such marks without our prior written consent. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.
- c. Nothing in the Website shall be interpreted as granting any license to use any image, trademark, logo, or service mark contained therein. These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the materials on the Website, except as follows:
 - i. Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
 - ii. You may store files that are automatically cached by your Internet browser for display enhancement purposes; and
 - iii. You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- d. Users are not permitted to:
 - i. Modify copies of any materials from this site; or
 - ii. Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

- e. You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website. If you wish to make any use of material on the Website other than that set out in this section, please address your request to: support@scentomania.com
- f. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at Scentomania's option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website, or any content on the Website, is transferred to you, and Scentomania reserves all rights not expressly granted herein. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

5. Copyright Infringement Claims

The Digital Millennium Copyright Act of 1998 (“*DMCA*”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. Our Copyright Policy is expressly incorporated into this Agreement and is available here: www.scentomania.com/copyright-policy.

6. Trademark Infringement Claims

If you believe in good faith that materials available on the Website infringe your trademark, you or your agent may send Scentomania a notice requesting that we remove the material from the Website or block access to it. All trademark-related notices should be sent to:

By Mail:

PURPLE PRESENCE LLC
1101 JUNIPER ST NE, STE 1522,
ATLANTA GA 30309
ATTN: LEGAL DEPARTMENT

By Email:

LEGAL@SCENTOMANIA.COM

7. Prohibited Uses

- a. You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:
 - i. In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries);

- ii. For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- iii. To send, knowingly receive, upload, download, use or re-use any material that does not comply with the Content Standards set forth in these Terms of Use;
- iv. To transmit, or procure the sending of, any advertising or promotional material including any “junk mail”, “chain letter” or “spam” or any other similar solicitation;
- v. To impersonate or attempt to impersonate Scentomania, a Scentomania employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses or user names associated with any of the foregoing); or
- vi. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by Scentomania, may harm Scentomania or users of the Website or expose them to liability.

b. Additionally, you agree not to:

- i. Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;
- ii. Use any robot, spider, crawler, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- iii. Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;
- iv. Use any device, software or routine that interferes with the proper working of the Website;
- v. Introduce any viruses, Trojan horses, worms, logic bombs or other material that is malicious or technologically harmful;
- vi. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website;
- vii. Attack the Website via a denial-of-service attack or a distributed denial-of-service attack;
- viii. Attempt to reverse engineer or jeopardize the correct functioning of the Website, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Website; or
- ix. Otherwise attempt to interfere with the proper working of the Website.

8. User Contributions

- a. By using the Website, you and other Users may provide information which may be used by Scentomania in connection with the Services and which may be visible to certain other Users and third parties. you understand that by posting information or content to the Website such as your name, trademark, logos, service marks and other designations, Products listings, user reviews, or other information meant to be visible and used by other users (collectively, “*User Contributions*”), these User Contributions will be considered non-confidential and non-proprietary, and Scentomania, its affiliates, and service providers, and each of their and Scentomania’s respective licensees, successors, and assigns are granted a non-exclusive, worldwide, royalty-free, fully paid up, perpetual, irrevocable, and transferable license to fully exploit such User Contributions (including all related intellectual property rights) in connection with providing the Services and generally in its business.
- b. All User Contributions must comply with the Content Standards set out in these Terms of Use.
- c. You represent and warrant that:
 - i. You own or control all rights in and to the User Contributions and have the right to grant the license granted above to Scentomania and its affiliates and service providers, and each of their and Scentomania’s respective licensees, successors, and assigns; and
 - ii. All of your User Contributions do and will comply with these Terms of Use.
- d. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and that you, and not Scentomania, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.
- e. At no time shall Scentomania be held responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other User of the Website.

9. **Listing Conditions for Sellers**

- a. If you are a Seller, you agree, warrant and covenant that all listings for the Sale of Products that you post to the Website shall comply with the following:
 - i. You are solely responsible and liable for the accuracy and content of the listing (including brand names or other indication(s) of origin or manufacture), and for maintaining the condition of the item as listed;
 - ii. No Products listed, posted, or offered for sale by you shall be fraudulent, stolen, or counterfeit;
 - iii. If you have listed Products for sale, you own all right, title and interest in and to the Products, and the Products is free and clear of all liens or other liens or other encumbrances;
 - iv. Listings on the Website shall not include links to or descriptions of other items for sale outside of the Scentomania platform;

- b.** If you are a Seller, you further acknowledge and agree to the following:
 - i. Upon listing an item of Products, the listing may not be searchable by keyword or by category for up to 24 hours;
 - ii. Meta tags and URL links that are included in a listing may be altered or removed to ensure accuracy of third-party search engine results;
 - iii. Dependent upon the Service(s) used, advanced listing upgrades may not be available.
- c.** To ensure accuracy of User search results, a listing may not appear in a particular search or browse result, as its presence or placement in a query result is dependent upon several factors, including, but not limited to the following:
 - i. User search query, search history, location, and browsing site utilized;
 - ii. Products location, listing format, availability, price and shipping cost, terms of service, search history, and relevance to User query;
 - iii. Sales history, ratings, feedback, listing practices, defect rate, and compliance with Scentomania policies; and
 - iv. Number of listings matching User query.
- d.** In addition to the above listing conditions, Sellers agree to further comply with the following:
 - i. It is your sole responsibility to update or clarify a listing should there be any material changes to the Products as listed, as well as to inform all Buyers of the full extent and nature of such changes;
 - ii. Scentomania may provide optional listing recommendations based upon, but not limited to, aggregated sales and performance history of similar Products, including previous and current listings; and
 - iii. The sales and/or performance history of your listing(s) may be displayed on the Website to promote User recommendations.

10. Monitoring and Enforcement; Termination

- a.** Scentomania expressly reserves the the right to:
 - i. Review and verify the information contained in Products listings;
 - ii. Remove or refuse to post any User Contribution, for any or no reason, and at any time;
 - iii. Cancel any transaction that Scentomania deems to be suspicious or fraudulent, and report such activity to all applicable authorities;

- iv. Take any action with respect to any User Contribution that it deems necessary or appropriate in its sole discretion, including if Scentomania, in its sole judgment, believes that such User Contribution A) violates the Terms of Use, including the Content Standards; B) infringes any intellectual property right or other right of any person or entity; C) threatens the personal safety of users of the Website or the public; or D) could create liability for Scentomania;
- v. Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- vi. Take appropriate legal action, including without limitation referral to law enforcement, for any illegal or unauthorized use of the Website;
- vii. Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use;
- viii. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.

b. YOU WAIVE AND HOLD HARMLESS SCENTOMANIA AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY SCENTOMANIA AND ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SCENTOMANIA, SUCH PARTIES, OR LAW ENFORCEMENT AUTHORITIES.

c. Notwithstanding the foregoing, Scentomania does not undertake to review all material before it is posted on the Website, and therefore cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

11. Content Standards

These content standards (“*Content Standards*”) apply to any and all User Contributions and use of interactive services on the Website. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- a.** Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- b.** Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;

- c. Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- d. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and the [Privacy Policy](#);
- e. Be likely to deceive any person;
- f. Promote any illegal activity, or advocate, promote, or assist any unlawful act;
- g. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- h. Impersonate any person or misrepresent your identity or affiliation with any person or organization;
- i. Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising; or
- j. Give the impression that they emanate from or are endorsed by Scentomania or any other person or entity, if this is not the case.

12. Reliance on Information Posted; Website Changes

- a. The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. Scentomania disclaims all liability and responsibility arising from any reliance placed on such materials by User or any other visitor to the Website, or by anyone who may be informed of any of its contents.
- b. The Website includes content provided by third parties, including materials that may be provided by other Users and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content other than the content provided by Scentomania are solely the opinions and responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Scentomania. Accordingly, we are not responsible or liable to you or any third party for the content or accuracy of any materials provided by any third parties.
- c. We may update the content on the Website from time to time, but its content is not necessarily always complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

13. Information About you and your Visits to the Website

All information collected by Scentomania on the Website is subject to the [Privacy Policy](#). By using the Website and the Application, you consent to all actions taken by Scentomania with respect to your information in compliance with the [Privacy Policy](#).

14. Disputes Between Buyers and Sellers

- a. Scentomania reserves the right, but is under no obligation, to monitor or resolve disputes between Users, including, but not limited to, those among Sellers or between Buyer and Seller (individually, a “**Party**,” and collectively, the “**Parties**”). You are solely responsible for your interaction with other Users on the Website. In the event of a dispute between you and a Party or Parties, you agree to release Scentomania, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, demands, and damages of any kind, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way connected with such dispute to the maximum extent permitted by law.
- b. IN MAKING THIS RELEASE, YOU EXPRESSLY WAIVE ANY PROTECTIONS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR WHEN AGREEING TO THIS RELEASE.

15. Purchases, Sales, Returns, and Other Terms and Conditions

- a. Potential Buyers are NOT required to register on the Scentomania Website in order to browse and search for Products available for sale or to contact Sellers of those Products.
- b. Potential Buyers are required to register for an account on the Scentomania Website in order to post information to the Website or to enter into a transaction for the purchase of any Products through the Website.
- c. There are no fees for potential Buyers to browse and search for Products that are for sale. By using the Website to search listings for sale or to contact a Seller, Buyers agree to comply with these Terms of Use and including the following:
 - i. As a Buyer, you have sole and exclusive responsibility over all aspects of due diligence relative to a purchase of any Products, including any terms, discussions, contracts, negotiations, or communications directly with a Seller;
 - ii. As a Buyer, you acknowledge and agree that you are acting on your own behalf, and that Scentomania is not a party to any subsequent purchase/sale/re-sale contract for the Products; and
 - iii. As a Buyer, you further acknowledge and agree that Scentomania does not represent you or Seller at any stage of your negotiations, discussions, or communications, or otherwise, with the Seller.
- d. Potential Sellers are required to register for an account on the Scentomania Website in order to list Products for sale, post information to the Website, or to enter into a transaction for the sale of any Products through the Website.
- e. There are no fees for potential Sellers to list Products for sale. By using the Website to search listings for sale or to contact a Seller, Buyers agree to comply with these Terms of Use and including the following:

- i. As a Seller, you must register for an account with the Website to list or advertise any Products for sale, and comply with all Terms of Use, policies, and schedules governing registered Users;
 - ii. You have sole and exclusive responsibility over all aspects of due diligence relative to a sale, or potential sale of Products, including any terms, discussions, contracts, negotiations, or communications directly with a Buyer;
 - iii. You acknowledge and agree that you are acting on your own behalf, and that Scentomania is not a party to any subsequent purchase/sale/re-sale contract for the Products; and
 - iv. As a Seller, you further acknowledge and agree that Scentomania does not represent you nor Buyer at any stage of your negotiations, discussions, or communications, or otherwise, with Buyer.
- f.** As a Seller, you have the right to set your desired Product price, shipping price, additional terms and return/exchange/refund/cancellation policy for each Product that you offer via the Website.
- g.** Each Seller can create its own rules and policies for order cancellations, exchange of Products, return of Products, and for refunds for each Product that Seller is offers via the Website. If you are a Buyer, you agree to comply with the specific terms set forth by a Seller in connection with its listing for the Products it sells.
- h.** Unless otherwise specified by a Seller, all sales are final and no returns will be accepted.
- i.** If a Product is returned in accordance with a Seller's policy, to refund the buyer, you authorize Scentomania to remove funds from your bank account for the returned Product and refund the amount to the Buyer.
- j.** The cost of return shipping for a Product that is defective or that is not as described in the listing is the Seller's responsibility. Unless otherwise specified by a Seller, costs of return shipping for Products made for any other reason shall be that of the Buyer.

16. Product Listing for Sellers

- a.** As a Seller, you are solely and exclusively responsible for each Product purchased from you until the Product is in the possession of the Buyer, or its authorized agents or representatives, pursuant to the applicable sales contract.
- b.** Scentomania reserves the right, in its sole discretion, to remove a listing or to terminate your account with the Website based upon User reviews and feedback.
- c.** IF SCENTOMANIA'S SERVICES ARE USED TO DEFRAUD OR PROVIDE AN INACCURATE LISTING THAT MAY RESULT IN MISREPRESENTATION OF THE ITEM OFFERED FOR SALE, YOU HEREBY ACKNOWLEDGE AND AGREE THAT: (A) THE DAMAGES TO SCENTOMANIA'S BUSINESS REPUTATION, GOODWILL, BRAND AND CUSTOMERS ARE SIGNIFICANT AND IRREPARABLE; (B) A REMEDY AT LAW FOR SUCH A BREACH OF THIS AGREEMENT IS

INADEQUATE AND UNAVAILABLE; (C) BOTH SCENTOMANIA AND THE PUBLIC AT LARGE HAVE LEGITIMATE INTERESTS IN FOSTERING SCENTOMANIA'S ONGOING BUSINESS; AND (D) SCENTOMANIA MAY SEEK ENFORCEMENT OF THIS AGREEMENT BY MEANS OF AN INJUNCTION, WITHOUT ANY REQUIREMENT TO POST A BOND OR OTHER SECURITY.

- d. You are responsible for fully disclosing to potential Buyers all liens, adverse claims, and/or other title encumbrances, as well as all third party interests that may exist on or pertain to your Products. You agree, at your own cost and expense, to warrant and defend title to the Products on behalf of Scentomania, and any Buyer, its successors and assigns, against the claims and demands of all persons. You further agree that if your net proceeds from the sale of Products on the Scentomania Website are insufficient to discharge creditor claims on the Products, it is your sole and full responsibility to pay the outstanding debt balance immediately.

17. Fees

- a. Scentomania does not charge any listing fees or membership fees to its Users, and Buyers never pay a fee to utilize the Website or Services.
- b. Scentomania charges Sellers the following commission fees ("**Commission Fees**") and premium listing fees ("**Premium Listing Fees**" and together with Commission Fees, the "**Fees**"), as follows:
 - i. If Seller elects to purchase a premium listing position to advertise its Products and/or gain better placement of its Product listings, Scentomania shall be entitled to a Premium Listing Fee of \$X.XX per listing from the Seller; and
 - ii. If a Product sells, Scentomania shall be entitled to collect X.XX% Commission Fee from the Seller, calculated from the final sales price of the Product (net of any discounts and excluding sales taxes).
- c. Scentomania reserves the right, in its sole discretion, to change its Fees. For increases in Fees, Scentomania shall provide a seven (7) days advance notice by posting any such changes on the Website. For decreases in Utilization Fees or temporary promotions for the Services, no advance notice is required by Scentomania.
- d. For premium listings, Seller agrees to prepay all Premium Listing Fees in advance, and agrees to provide a payment method to Scentomania. Seller further authorizes Scentomania to utilize the payment method on a recurring basis for all premium listings that Seller purchases on a recurring basis.
- e. Sellers of Products expressly authorize Scentomania to deduct its Fees directly from the amount due to Seller pursuant to the applicable transaction. For Sellers who have received full payment of the purchase price and all applicable costs and expenses, Scentomania will invoice any outstanding Fees directly to the Seller. Seller is solely responsible for verifying all applicable Fees prior to listing an item of Products on the Website, and for payment of all applicable taxes and/or duties owed through the sale of Products.
- f. In the event that your payment method on file is rejected, your payment otherwise fails to be processed, or your account is past due, Scentomania reserves the right to collect all

outstanding fees owed by several alternative methods, including, but not limited to charging other payment method(s) on file with Scentomania, and retaining collection agencies or legal counsel. All Users who fail to pay their account balance by the payment due date will be subject to a late fee(s). Scentomania reserves the right to report any late payments, missed payments, or defaults to your account to any credit reporting agency.

18. Linking to the Website and Social Media Features

- a. You may link to the Website, provided you do so in a way that is fair and legal and does not damage or take advantage of our reputation; *provided however*, you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.
- b. The Website may provide certain social media features that enable you to:
 - i. Link from your own or certain third-party websites to certain content on the Website;
 - ii. Send e-mails or other communications with certain content or links to certain content on the Website; and
 - iii. Cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites.
- c. You may use the Website and any social media features provided solely as Scentomania provides them; solely with respect to the content they are displayed with; and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:
 - i. Establish a link from any website that is not owned by you;
 - ii. Cause the Website or portions of them to be displayed, or appear to be displayed, by for example framing, deep linking, or in-line linking on any other site;
 - iii. Link to any part of the Website other than the respective homepages;
 - iv. Otherwise take any action with respect to the materials on the Website inconsistent with any other provision of these Terms of Use.
- d. User agrees to cooperate with Scentomania in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.
- e. Scentomania may disable all or any social media features and any links at any time without notice in its discretion.

19. Links from the Website

- a. If the Website contain links to other sites and resources provided by third parties, these links are provided for User's convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of

the third party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

20. Geographic Restrictions

Scentomania owns the Website and is based in the State of Georgia in the United States. We provide the Website for use only by persons located in the United States. We make no claims that the Website or any of the content contained therein is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

21. Disclaimer of Warranties

- a. User understands that Scentomania cannot and does not guarantee or warrant that content or files available for downloading from the Internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Website for any reconstruction of any lost data.
- b. SCENTOMANIA DISCLAIMS ANY AND ALL WARRANTIES, AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT USER'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO USER'S USE OF THE SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES OR TO USER DOWNLOADING OF ANY MATERIAL POSTED ON IT OR ON ANY WEBSITE LINKED TO IT.
- c. YOUR USE OF THE SITES, THE CONTENT THEREIN, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES IS AT YOUR OWN RISK. THE SITES, THE CONTENT THEREIN, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, NEITHER SCENTOMANIA NOR ANY PERSON ASSOCIATED WITH SCENTOMANIA MAKES ANY WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR ACCESSABILITY OF THE SITES. WITHOUT LIMITING THE FOREGOING, NEITHER SCENTOMANIA NOR ANYONE ASSOCIATED WITH SCENTOMANIA REPRESENTS OR WARRANTS THAT THE SITES, THE CONTENT THEREIN, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; THAT THE SITES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.
- d. SCENTOMANIA HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING,

BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, OR AUTHENTICITY OF ANY PRODUCTS OFFERED, PURCHASED, SOLD OR OTHERWISE WITH RESPECT TO THE PRODUCTS ACQUIRED THROUGH THE WEBSITE, OR INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THE PRODUCTS (INCLUDING WITHOUT LIMITATION ANY PATENT, COPYRIGHT AND TRADEMARK RIGHTS, OF ANY THIRD PARTY WITH RESPECT TO THE PRODUCTS, WHETHER RELATING TO INFRINGEMENT OR OTHERWISE).

22. Limitation of Liability

- a. IN NO EVENT WILL SCENTOMANIA, ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, AND ITS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AND AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, COVER, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR ANTICIPATED PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA, BREACH OF PRIVACY, UNAUTHORIZED ACCESS TO YOUR DATA OR INFORMATION BY THIRD PARTIES, OR OTHER INTANGIBLE LOSSES (EVEN IF SCENTOMANIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM, WITHOUT LIMITATION:
- i. YOUR USE, OR INABILITY TO USE, THE WEBSITE OR SERVICES;
 - ii. ANY WEBSITES LINKED TO THE WEBSITE;
 - iii. ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES;
 - iv. ACTIONS, ERRORS OR OMISSIONS OF ANY BUYER, SELLER, OR ANY THIRD PARTY;
 - v. INTENTIONAL OR MALICIOUS ACTS OF ANY BUYER, SELLER, OR THIRD PARTY;
 - vi. STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY;
 - vii. ANY DELAY IN RECEIVING PRODUCTS THAT YOU PURCHASED THROUGH THE WEBSITE;
 - viii. ANY DELAY IN COMPLETING A TRANSACTION TO BUY OR SELL PRODUCTS;
 - ix. FAILURE OF ANY PRODUCTS YOU PURCHASED TO COMPLY WITH YOUR SPECIFIC PURPOSE OR REQUIREMENTS;
 - x. FAILURE OF ANY PRODUCTS YOU PURCHASED TO COMPLY WITH DESCRIPTIONS OR SPECIFICATIONS LISTED SELLERS OR THIRD PARTIES;

- xi. ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE;
 - xii. YOUR PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES;
 - xiii. SCENTOMANIA'S ACTIONS OR OMISSIONS IN RELIANCE UPON YOUR ACCOUNT INFORMATION AND ANY CHANGES THERETO OR NOTICES RECEIVED THEREFROM;
 - xiv. RELIANCE ON ANY ACTUAL OR PERCEIVED GUIDANCE PROVIDED BY SCENTOMANIA REGARDING LISTING, POSTING, PRICING, SHIPPING, FORMAT OR ANY OTHER WEBSITE BASED GUIDANCE;
 - xv. YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT INFORMATION RELATED TO WEBSITE OR SERVICES;
 - xvi. YOUR FAILURE TO SEND INFORMATION, REQUESTS OR NOTIFICATIONS TO THE CORRECT PARTIES;
 - xvii. THE ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING SUPPLIERS, THAT ARE BEYOND OUR REASONABLE CONTROL;
 - xviii. ANY ADVERTISING CONTENT OR YOUR PURCHASE OR USE OF ANY PRODUCT OR SERVICE ADVERTISED THROUGH THE WEBSITE;
 - xix. THE SUSPENSION OR TERMINATION OF YOUR ACCOUNT AND/OR PRODUCT LISTINGS ON THE WEBSITE IN ACCORDANCE WITH THESE TERMS OF USE;
 - xx. VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OR LINKING TO THE WEBSITE; OR
 - xxi. YOUR USE OF THE WEBSITE OR SERVICES IN A MANNER THAT IS UNLAWFUL.
- b.** THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- c.** IN NO EVENT SHALL SCENTOMANIA'S LIABILITY WITH RESPECT TO ANY MATTER OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE GREATER OF \$500.00 OR THE AMOUNT PAID BY YOU TO SCENTOMANIA HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL SCENTOMANIA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU TO SCENTOMANIA HEREUNDER.

- d. YOU AGREE TO WAIVE AND HOLD HARMLESS SCENTOMANIA AND ITS AFFILIATES, LICENSORS AND SUPPLIERS FROM ANY CLAIMS RESULTING FROM ANY ACTIONS OR OMISSIONS OF THE FOREGOING PARTIES RELATING TO INVESTIGATIONS OR ACTS UNDERTAKEN BY LAW ENFORCEMENT AUTHORITIES.
- e. YOU ACKNOWLEDGE AND AGREE THAT YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE THE TERMINATION OF THIS AGREEMENT, WHICH WILL RESULT IN THE CLOSURE OF YOUR ACCOUNT, AND CESSATION OF YOUR USE OF THE WEBSITE AND SERVICES. ANY AND ALL MONETARY AWARDS TO YOU SHALL BE LIMITED BY SECTION 22(C) HEREIN.

23. Indemnification

You agree to defend, indemnify and hold harmless Scentomania, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including without limitation expert and attorneys' fees) directly or indirectly arising out of, or relating to, your violation of these Terms of Use and your use of the Website, including, but not limited to, your User Contributions; any use of the Website' content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

24. Attorneys' Fees

You agree to pay our reasonable attorneys' fees, costs and expenses that directly or indirectly arise out of, result from, or relate to a) your breach of these Terms of Use; b) defending claims against us pursuant to your indemnification obligations set forth in Section 23 herein; and c) collection of any Fees or other moneys that you owe to us.

25. Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Georgia without regard for conflicts of law principles (whether of the State of Georgia or any other jurisdiction). Any legal suit, action, or proceeding arising out of or related to these Terms of Use or the

26. Venue

Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Georgia, in each case located in the City of Atlanta and County of Fulton, although Scentomania retains the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your state of residence or any other relevant state. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

27. Arbitration

Scentomania, in its sole discretion, may elect to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation,

violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association (AAA) applying laws of the State of Georgia, and you expressly consent to the exclusive use of such arbitration if Scentomania exercises this election.

28. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM USER MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

29. Waiver

No waiver by Scentomania of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Scentomania to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

30. Severability

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

31. Entire Agreement

These Terms of Use constitute the sole and entire agreement between User and Scentomania with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Website.

32. Equitable Relief

You acknowledge and agree that your breach of these Terms of Use would cause Scentomania irreparable harm for which money damages alone would be inadequate. In addition to damages and any other remedies to which we may be entitled, you acknowledge and agrees that we may seek injunctive relief to prevent the actual, threatened or continued breach of these Terms of Use.

33. Headings

The headings in these Terms of Use are for reference only and do not affect the interpretation of these Terms of Use.

34. Relationship of the Parties

Scentomania is at all times a neutral venue operator that helps facilitate the interactions and transactions between Sellers and Buyers. Scentomania does not buy, sell, offers to sell, or endorses

any Products. Scentomania further does not represent any Buyer or Seller in any transaction or interaction.

35. Comments and Concerns

The Website is operated by Purple Presence LLC, 1101 Juniper St NE, STE 1522, Atlanta GA 30309. All feedback, comments, requests for technical support and other communications relating to the Website should be directed to: support@scentomania.com.