

terms and conditions of use

The following rules (“Terms and Conditions”) govern (a) the use of each of the websites located at, or linked to, the following URL:

[BeautyByTurk.com](#) (b) the use of any of our co-branded websites that we maintain with one or more of our business partners (which websites contain a link to these Terms and Conditions or contain any of the root URLs [BeautyByTurk.com](#); [www.jonturkmd.com](#)); (c) the use of any holiday themed or customer segmented microsites (which contains a link to these Terms and Conditions) featuring products from, or linking to, any of the foregoing websites, (d) the sale of products or services offered on any of the foregoing websites, and (e) the Site Content (defined below) that may appear or be offered on any of the foregoing websites (collectively, our “Sites”). Please read the following Terms and Conditions carefully.

By using any one of our Sites, you (a) acknowledge that you have read, understand, and expressly agree to be legally bound by these Terms and Conditions (including our [privacy policy](#) (“Privacy Policy”)), (b) agree to follow these Terms and Conditions and all applicable laws and regulations governing our Sites, (c) represent and warrant that you are at least 18 years old, are a resident of the United States or lawfully consent to U.S. jurisdiction for all purposes on our Sites as if a resident, and have the right, authority, and capacity to enter into these Terms and Conditions (either on behalf of yourself or the entity you represent if you are using this Site on behalf of an entity). If you do not agree with the foregoing, you are not authorized to use the Sites.

These Terms and Conditions are a legal agreement between you and the Provider(s) to the Site, product, or service.. These Terms and Conditions (including the Privacy Policy) constitute the entire agreement between you and Provider regarding the subject matter hereof. These Terms and Conditions shall supersede any subsequent terms or conditions included with any purchase order, to which notice of objection is hereby given, whether or not such terms or conditions are signed by Provider. Any offer by Provider is conditioned on your acceptance of these Terms and Conditions.

Modification to Terms and Conditions

We reserve the right to change these Terms and Conditions at any time, effective immediately upon posting on our Sites. If you violate these Terms and Conditions, we may terminate your use of the Sites, bar you from future use of the Sites, and/or take appropriate legal action against you.

You may print a copy of these Terms and Conditions using the print feature

in your browser. We suggest retaining a copy for your future reference. It is your responsibility to periodically visit the “Terms and Conditions” link at the bottom of our home page to review the most current version of the Terms and Conditions. You may use your browser to print copies of any updated Terms and Conditions.

THIS SITE DOES NOT PROVIDE MEDICAL ADVICE

The information contained in this Site or provided to you in response to a request made or a question asked by you or as a result of the completion of a questionnaire by you (the "Information") is provided for informational purposes only and is intended to provide users with a general understanding of certain wellness and health care topics. The Information should not be considered complete and does not cover all health issues. Beauty By Dr. Turk does not recommend the self-management of health problems nor does it endorse any particular type of medical treatment. The Information should not be used in place of a visit with, call to, consultation or advice from your physician or other health care provider. If you suspect you have a medical problem, or should you have any health care related questions, please promptly call or see your physician or other health care provider. You should not conclude by virtue of something you have read on this Site or in response to your inquiries or questions that you do not need to consult a health care professional. Never disregard medical advice or delay in seeking medical advice or treatment as a result of something you read on this Site or as a result of the answer to any of your e-mail inquiries. The Information is not a substitute for professional medical advice and nothing contained on this Site or in a response to an e-mail is intended to be instructional for medical diagnosis or treatment.

Intellectual Property Rights of BeautyByTurk.com

Each of our Sites is owned and operated by us and are, ALL RIGHTS RESERVED. “Site Content” means all features, materials, information, content, text, site design, graphics, logos, icons, images, audio and video clips, and software appearing on or offered on our Sites, as well as the selection, assembly and arrangement thereof, and includes our greeting, hint, reminder or Track & Modify Your Order services, our Affiliate Program(s) and corporate accounts, the ability to order products and services and receive newsletters and promotional emails. Unless otherwise specified, all Site Content is the sole property of BeautyByTurk.com or its suppliers/licensors. All Site Content is protected by U.S. and international copyright and other intellectual property laws. All rights not expressly

granted herein are reserved.

The following is a list of trademarks, trade names and service marks owned by Beauty By Turk:

Beauty By Turk

The absence of a trademark, trade name or service mark from the above list does not constitute a waiver of our intellectual property rights concerning that trademark, trade name or service mark. All custom graphics, icons, logos and words listed above are trade names, trademarks or service marks of Beauty By Turk in the United States and/or other countries. All other trade names, trademarks or service marks are property of their respective owners. The use of any of our trade names, trademarks or service marks without our express written consent is strictly prohibited. In order to maintain the value of these marks, it is important that they are used correctly. If you have any questions, you may contact us at info@beautybyturk.com.

Accounts

Unless we allow “guest” purchases, you will need to establish an account with us to use certain features of the Sites (*e.g.*, to order products and services from the Sites). During the account registration process you will be asked to select a unique password. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under the password. By logging into the Sites, you represent and warrant that: (i) you are the customer who registered for the services; (ii) that you are using the services only for permitted purposes; and (iii) you are not a competitor of Beauty By Turk, or agent thereof. You will immediately notify us of any unauthorized use of the password or account or any other breach of security. You agree to exit from your account at the end of each session. Please notify us at info@beautybyturk.com of any potential unauthorized use(s) of your account, or breach of security.

If you create an account, you represent and warrant that: (i) you will not select or utilize a user name of another person with intent to impersonate that person; (ii) you will not select or utilize a user name in which another person has rights, if you do not have that person’s authorization to use such name; (iii) you will not select or utilize a user name that BeautyByTurk.com in its sole discretion deems offensive; and (iv) you are not a competitor of Beauty By Turk, or an agent thereof.

Permitted Use and Restrictions

You agree that you are only authorized to visit, view, download, print, and retain a copy of pages of the Sites for your own personal use.

We post legal notices (*e.g.*, copyright and trademark notices and markings) and various credits on pages of each of our Sites. If you download, print, or retain a copy of pages of the Sites, you may not remove these notices or credits or any additional information accompanying such notices and credits.

Except as expressly provided above, you shall not use, upload, copy, print, display, perform, reproduce, license, sell, transfer, host, post, transmit, commercially exploit, duplicate, download, publish, modify, make derivative works of or otherwise distribute the Sites (including the Site Content) (in whole or in part), unless otherwise specifically authorized by us to do so in writing. You may not access the Sites (including the Site Content) to build similar or competing Sites. You may not disassemble, reverse compile or reverse engineer any software contained on the Sites. If you wish to obtain permission to reprint or reproduce any Site Content you may contact us at info@beautybyturk.com. We reserve the right to modify, suspend, or discontinue the Sites or any part thereof without notice to you. Any updates to the Sites shall be subject to these Terms and Conditions.

User Content from other Users, Links, Search Results, Advertising and Third-Party Sellers

Each of our Sites may contain (a) User Content (defined below) provided by other users, (b) links to other sites operated by third parties, (c) advertisements and/or sponsorships provided by third parties, and (d) stores, services, or product lines offered by third parties ((a), (b), (c), and (d) are collectively, "Third-Party Materials"). We have no control over and are not responsible and assume no liability for any Third-Party Materials or the applicable third parties. We are not responsible for any acts or omissions of such third parties. We do not review, approve, endorse, guarantee, warrant, or make any representations with respect to Third-Party Materials or the applicable third parties. For example, we do not guarantee, warrant or represent that the Third-Party Materials are accurate, legal and/or inoffensive or that these third party sites do not contain viruses or other features that may adversely affect your computer. You use all Third Party Materials and interact with such third parties at your own risk. We are not obligated to be involved in any disputes between you and any such third parties. When you leave our site, our Terms and Conditions (including our Privacy Policy) no longer govern. You should carefully review the applicable third party privacy statements and other terms and conditions of use. Without limiting the foregoing, if you have a problem with a link from any one of our Sites, please notify us at info@beautybyturk.com.

You hereby release us, our subsidiaries, affiliates, officers, employees, agents, and successors from any claim, demands, losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arising from use of Third Party Materials or interactions with or conduct of the applicable third parties. In connection with the foregoing, IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Violation of the Terms and Conditions

By using any one of our Sites, you understand and agree that we, at our sole discretion and without prior notice, may suspend or terminate your access to, or bar your future access to, one or more of our Sites and to any services offered on our Sites, and may modify or remove any User Content if we believe, in our sole discretion, that the User Content violates or is inconsistent with these Terms and Conditions or their intent, that your conduct is disruptive, or you have violated the law, these Terms and Conditions, or the rights of BeautyByTurk.com or another user. We will have no liability to you for any deletion of your User Content.

License Granted by You

By providing, submitting, uploading any communications, reviews, comments, feedback, postings, materials, photographs or artwork, personalization content, or any other content for use on any of our Sites or in connection with a customized product purchase (“User Content”), (a) you represent and warrant that you or the owner of all rights to such User Content and that such User Content does not violate our Acceptable Use Policy (below), and (b) you hereby grant us, and agree to grant us, an irrevocable, perpetual, royalty-free, fully paid-up, worldwide license (with the right to sublicense) in all languages to use, reproduce, distribute, publicly display, publicly perform, prepare derivative works of, modify, sell and otherwise exploit all or any part of the User Content in our sole discretion by any method now existing or later developed, subject to our Privacy Policy. Subject to our Privacy Policy, any User Content will be treated as non-confidential and non-proprietary and may be disseminated or used by us for any purpose, including, but not limited to, developing, creating, manufacturing or marketing products or services. Notwithstanding the foregoing, User Content that is Feedback will be assigned to

BeautyByTurk.com in accordance with the Section on Feedback below.

Acceptable Use Policy

You agree that your User Content will not (a) plagiarize, violate or infringe upon the rights of any third-party, including trade secret, copyright, trademark, trade dress, privacy, patent, moral right, publicity, or other personal or proprietary rights, nor (b) contain unlawful, tortuous, threatening, harmful, vulgar, defamatory, false, intentionally misleading, libelous, pornographic, obscene, patently offensive, inappropriate, offensive, harassing, or other unacceptable material or materials that are harmful to minors.

You agree that you will not use the Sites to: (a) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (b) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (c) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (d) interfere with or disrupt servers or networks connected to the Sites or violate the regulations, policies or procedures of such networks; (e) attempt to gain unauthorized access to the Sites, other computer systems or networks connected to or used together with the Sites, through password mining or other means; (f) harass or interfere with another user's use and enjoyment of the Sites; or (g) engage in any illegal activities.

You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of our Sites and your purchase of products or services through our Sites. We may, in our sole discretion, report actual or perceived violations of law to law enforcement or appropriate authorities. If we become aware, through a complaint or otherwise, of any potential or suspected violation of these Terms and Conditions (including our Privacy Policy), we may (but are not obligated to) conduct an investigation to determine the nature and extent of the suspected violation and the appropriate enforcement action, during which investigation we may suspend services to any customer being investigated and/or remove any material from our servers. You agree to cooperate fully with any such investigation. You acknowledge that violations of the Terms and Conditions or the Privacy Policy could be subject to criminal or civil penalties.

Privacy

We respect and make efforts to protect the privacy of all users of our Sites. Our current Privacy Policy available at

<http://www.beautybyturk/privacy.aspx> is hereby incorporated herein by reference and made a part of the Terms and Conditions.

DMCA Policy

If you are notifying Beauty By Turk of alleged copyright infringement, please be sure to provide the following information in the form required by 17 USC Section 512:

1. A description of the copyrighted work that you allege is being infringed, or, if multiple copyrighted covered by a single notification, a representative list of such works;
2. A description of the allegedly infringing material and information sufficient to permit us to locate the material;
3. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and/or an electronic mail address;
4. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, or its agent, or the law; and
5. A statement by you that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed.

Designated Agent for Notification of Claimed Copyright Infringement

ADDRESS: 255 Sunrise Hwy, Ste 1-
161 Rockville Centre,
NY 11570

EMAIL: info@beautybyturk.com

PHONE: 1-855-GET-TURK

We may terminate the privileges of any user who uses the Sites unlawfully to transmit copyrighted material without a license, express consent, valid defense or fair use exemption to do so.

Feedback

We welcome all comments, feedback, information, or materials regarding our Sites ("Feedback"), which you submit to us by email or otherwise through or in conjunction with any one of our Sites. Please note that Feedback shall be considered non-confidential and become the property of BeautyByTurk.com. By submitting Feedback to us, you hereby assign, and agree to assign, to us of all right, title and interest in copyrights and other intellectual property rights on a worldwide basis to the Feedback, at no charge. We shall be free to use Feedback on an unrestricted basis.

Ordering Products and Services

You must be 18 years or older, and have a valid credit card, with full authority to use it, to submit an order for products or services through any of our Sites.

Prices; Colors; Availability

All prices listed on the Sites are subject to change. In the event a product (including, but not limited to, flowers, plants, floral arrangements, fruits, sweets, and other gift products) is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, we shall have the right, prior to the acceptance of your order pursuant to our Order Acceptance Policy described below, to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account in the amount of the charge.

Please note that the colors of items and products may depend on your monitor and may not be correctly displayed.

The availability of products and other items on each of the Sites may change at any time, without notice.

Order Acceptance Policy

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept or decline your order for any reason. We reserve the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. We may require additional verifications or information before accepting any order. Your order is not accepted until we send you shipping information for the order (or the accepted portion thereof). Notwithstanding the foregoing, you agree that, if we cancel all or a portion of your order or if we provide you less than the quantity you ordered, your sole and exclusive remedy is either (a) we will issue a credit to your credit card account in the amount charged for the cancelled portion or the quantity not provided (if your credit card has already been charged for the order) or (b) we will not charge your credit card for the cancelled portion of the order or the quantity not provided.

Payment Terms

For each product or service you order on any of the Sites, you agree to pay the price applicable for the product or service (including any sales taxes, surcharges and any delivery fees for the delivery service you select) as of the time you submitted the order. Unless you and BeautyByTurk.com have agreed to an alternate billing arrangement in writing signed by BeautyByTurk.com, BeautyByTurk.com will automatically bill your credit card submitted as part of the order process for such price. All prices are non-refundable. Without limiting other remedies, we reserve the right to charge a late fee on all past due payments equivalent to the lesser of one and a half percent (1.5%) per month on the unpaid balance or the highest rate allowed by law. You will pay for all collection costs, attorneys fees, and court costs incurred in the collection of past due amounts.

Red Carpet Subscription Members (Beauty Blend)

Red Carpet Subscription Members will receive free shipping for life and save 50% on their first shipment of Beauty Blend. After the first month, Red Carpet members will automatically be shipped (1) beauty blend bottle on a monthly basis, billed at the regular rate. By agreeing to the Terms and Conditions, the user authorizes BeautyByTurk to charge the credit card provided each month.

Sales Taxes

Sales taxes, or other taxes, customs, import/export charges, or similar governmental charges are not included in the price of the Products.

Each customer shall be solely responsible for all sales taxes, or other taxes, customs, import/export charges, or similar governmental charges (except for taxes on Beauty By Turk's net income), on orders shipped to any other state or on orders shipped outside the United States.

We do not collect sales or use taxes in all states. For states imposing sales or use taxes, your purchase is subject to use tax unless it is specifically exempt from taxation. Your purchase is not exempt merely because it is made over the Internet or by other remote means. Many states require purchasers to file a sales/use tax return at the end of the year reporting all of the taxable purchases that were not taxed and to pay tax on those purchases. Details of how to file these returns may be found at the websites of your respective taxing authorities.

For Oklahoma purchasers, the tax may be reported and paid on the Oklahoma individual income tax return [Form 511] or by filing a consumer use tax return [Form 21-1]. The referenced forms and corresponding instructions are available on the Oklahoma Tax Commission website,

www.tax.ok.gov.

For BeautyByTurk.com customers, we may be required by Colorado law to provide purchasers an end-of-year summary of Colorado purchases in order to assist purchasers in filing their tax returns. We also may be required by law to provide the Colorado Department of Revenue with a report of the total amount of all your purchases at the end of the year.

Specials, Promotions and Sweepstakes/Contests

Please read the official rules that accompany each special offer, coupon, discount, contest and sweepstakes that we may offer or conduct. Special offers, coupons, or discounts cannot be used in conjunction with other offers. Limit one promotion per order.

Shipping and Delivery

BeautyByTurk.com, in conjunction with our service providers, will attempt to deliver a product on the requested delivery day. You acknowledge that requested delivery dates are non-binding estimates only and that you have no claim against us for any delays or early deliveries. We reserve the right to make deliveries in installments, which shall not relieve you from your obligation to accept and pay for remaining deliveries. Our service providers do not telephone prior to delivering packages, and we cannot guarantee the time of delivery. All products are deemed accepted upon our delivery of the product to you or your designated recipient's address.

BeautyByTurk.com is not responsible for:

- Items delivered to incorrect addresses supplied by the sender.
- Unsuccessful deliveries arising from the recipient not being present at time of delivery at the address supplied by the sender.
- Decreased product quality due to an incorrect delivery address supplied by the sender, or a re-route requested by the sender.
- Product quality problems caused by improper handling by the recipient.

Free shipping offers are valid only on weekday deliveries to addresses within the Continental United States.

Order Cancellation Policy

BeautyByTurk.com does not allow orders to be edited or cancelled after acceptance of the order pursuant to our Order Acceptance Policy described above or, if earlier, within forty-eight (48) hours of the requested delivery date or within the seven (7) days prior to Thanksgiving, Christmas,

Valentine's Day, Father's Day or Mother's Day (because of our extremely high volume of orders during these times). Notwithstanding the foregoing, orders for products on the BeautyByTurk.com site may not be cancelled once the order has been accepted.

Guarantee and Disclaimers

WITH RESPECT TO ANY OF OUR GUARANTEES, OUR SOLE AND EXCLUSIVE OBLIGATION OR LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WILL BE, IN OUR DISCRETION, TO REFUND THE PURCHASE PRICE FOR STORE CREDIT OR TO REPLACE AND DELIVER EQUIVALENT PRODUCT ITEMS, AS SOON AS REASONABLY POSSIBLE.

THE APPLICABLE CLAIM MUST BE BROUGHT WITHIN FOURTEEN (14) DAYS AFTER DELIVERY OR WE SHALL NOT BE LIABLE AND YOU WILL HAVE WAIVED ANY AND ALL RELATED CLAIMS REGARDING SUCH PRODUCT ITEMS.

WHILE WE ENDEAVOR TO PROVIDE THE MOST ACCURATE, UP-TO-DATE INFORMATION AVAILABLE, OUR SITES (INCLUDING OUR SITE CONTENT) MAY BE OUT OF DATE OR INCLUDE OMISSIONS, INACCURACIES OR OTHER ERRORS. OUR SITES (INCLUDING OUR SITE CONTENT) ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE DO NOT PROMISE THAT OUR SITES (OR SITE CONTENT OR SERVICES) WILL BE ERROR-FREE, TIMELY, SECURE, VIRUS FREE, OR UNINTERRUPTED, OR THAT THE USE OF OUR SITES (OR SITE CONTENT) WILL PROVIDE ANY SPECIFIC RESULTS.

EXCEPT FOR THE LIMITED GUARANTEE PROVIDED ABOVE IN THIS SECTION, WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS, GUARANTEES, WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO OUR SITES (INCLUDING OUR PRODUCTS, SERVICES, AND SITE CONTENT) INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ACCURACY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF OUR OBLIGATIONS UNDER THESE TERMS AND CONDITIONS.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You may have other rights which

vary from jurisdiction to jurisdiction. If applicable law requires any warranties with respect to the products or services, all such warranties are limited to the duration of the applicable express guarantee above.

Limitation of Liability

YOU AGREE THAT, EXCEPT AS EXPLICITLY SET FORTH HEREIN, BEAUTYBYTURK.COM, ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, LICENSORS, AND SUPPLIERS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING TYPES OF DAMAGES RELATED IN ANY WAY TO OUR RELATIONSHIP WITH YOU (INCLUDING OUR PRODUCTS, SERVICES, OR SITE CONTENT) OR THIRD-PARTY MATERIALS OR WEB SITES: INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, RELATED TO OUR PRODUCTS OR YOUR ACCESS TO, AND USE OF, OUR SITES OR ANY OTHER HYPER-LINKED THIRD PARTY WEB SITE, EVEN IF WE HAVE BEEN ADVISED OF, OR ARE AWARE OF, THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING THE ANYTHING TO THE CONTRARY, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED IN ANY WAY TO OUR RELATIONSHIP WITH YOU (INCLUDING OUR PRODUCTS, SERVICES, OR SITE CONTENT), OR THIRD-PARTY MATERIALS OR WEB SITES (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID TO BEAUTYBYTURK.COM FOR THE APPLICABLE TRANSACTION GIVING RISE TO THE LIABILITY, OR, IF THERE IS NO PAID TRANSACTION RELATED TO THE LIABILITY, THE LESSER OF THE AMOUNTS PAID BY YOU TO BEAUTYBYTURK.COM IN THE PRIOR TWELVE (12) MONTHS AND FIFTY DOLLARS (\$50).

Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest extent of applicable law.

Basis of Bargain

THE WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN BEAUTYBYTURK.COM AND YOU. BEAUTYBYTURK.COM WOULD NOT BE ABLE TO PROVIDE THE SITES (INCLUDING THE PRODUCTS, SERVICES, AND SITE CONTENT) ON AN ECONOMICALLY ACCEPTABLE BASIS WITHOUT SUCH LIMITATIONS. THE WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY INURE TO THE BENEFIT OF BEAUTYBYTURK.COM' SUPPLIERS.

Dispute Resolution

Applicable Law: The Terms and Conditions and any legal action against us shall be governed in all respects by the laws of the State of New York and as those laws apply to agreements entered into and to be performed entirely within New York, without regard to conflict of law provisions.

Forum and Jurisdiction: You agree that any claim or dispute you have or may bring against BeautyByTurk.com must be resolved by an appropriate federal or state court located in the County of Nassau, New York. You agree to submit to the personal jurisdiction of the courts located in the County of Nassau, New York for the purpose of litigating any claim or dispute you have with or bring against BeautyByTurk.com.

Notwithstanding the foregoing, to the extent BeautyByTurk.com believes that you have in any manner violated (or you threaten to violate) BeautyByTurk.com' intellectual property rights, you agree that BeautyByTurk.com is entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any appropriate jurisdiction.

Arbitration of Certain Disputes: Any claim or dispute you individually have or may bring against BeautyByTurk.com (excluding claims for injunctive or other equitable relief) may, at your option, be submitted to confidential arbitration, instead of being resolved by an appropriate federal or state court located in the County of Nassau, New York. Arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. The option to arbitrate does not apply to arbitration of representative or class claims, and no arbitration shall be joined to an arbitration involving any other party subject to these Terms and Conditions, whether through class arbitration proceedings or otherwise.

Outside the United States

We make no representations that the Site Content is appropriate for access outside the United States. Those who choose to access any one of our Sites from outside the United States do so on their own initiative and are

responsible for compliance with local laws. If any provision within the Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and all remaining provisions shall be enforced.

Indemnity

By using any one of our Sites, you agree to indemnify and hold BeautyByTurk.com, its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of such Site, including providing a link to another site or any User Content or your violation of these Terms and Conditions.

Severability

If any provision of the Terms and Conditions is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect and the invalid, void, or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by the law.

Other General Provisions

Section titles in the Terms and Conditions are for convenience and do not define, limit, or extend any provision of the Terms and Conditions. As used herein, the term "including" means "including without limitation". Our failure to enforce any right or provision shall not operate as a waiver of such right or provision. Neither party is the agent or partner of the other party. These Terms and Conditions may not be assigned by you without our prior written consent and any attempted assignment in violation of the foregoing shall be null and void. We may assign any of our rights under these Terms and Conditions without your prior written consent, to any third party. The terms of these Terms and Conditions shall be binding upon permitted assignees.

How to Contact Us

If you have any comments or questions, please do not hesitate to contact us at info@beautybyturk.com or at 1-855-GET-TURK or write us at:

BeautyByTurk.com
255 Sunrise Hwy, Ste 1-161
Rockville Centre, NY 11570