TERMS OF USE

October 24, 2024

**1. Welcome to PrettyOrganicGirl.com**

PrettyOrganicGirl.com (“PrettyOrganicGirl,” “we,” “our,” “us”), is a website located at the URL [www.prettyorganicgirl.com](http://www.prettyorganicgirl.com) (“Website”). PrettyOrganicGirl is proud to offer you one of the largest and most detailed blogs in the USA presenting what we believe are the best certified, organic and eco-friendly products and services available in the marketplace. We review some of the featured products after sampling some of them, sometimes communicating directly with the Third Party Vendors, and/or doing some basic online research. We provide links, sometimes with available discounts, to the Third Party Vendors who handle the sale and shipping of their own products and services that are featured on our Website. In the case where products we feature on our Website are handled by Amazon in our capacity as an Amazon Affiliate or Associate, Amazon will handle the sale and shipping for those Third Party Vendors. This Terms of Use (“Terms”) governs your access and use of the Website, and the Terms is a legally binding contract between PrettyOrganicGirl and each user (“user”, “your” or “you”) regarding your use of the Website. Our [Privacy Policy](https://goop.com/privacy-cookies-policy/) is expressly incorporated by reference into, and is an integral part of, the Terms.

PARAGRAPH 15 OF OUR TERMS CONTAINS A MANDATORY FORUM SELECTION CLAUSE THAT REQUIRES ANY CLAIM, CAUSE OF ACTION OR LAWSUIT BETWEEN YOU AND US TO BE FILED AND RESOLVED IN THE SUPERIOR COURTS OF LOS ANGELES, CALIFORNIA. ANY LAWSUIT FILED BY YOU MUST BE FILED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, AND AT LEAST THIRTY (30) DAYS NOTICE MUST BE PROVIDED TO US BEFORE SUCH LAWSUIT CAN BE FILED. PLEASE REVIEW CAREFULLY.

**2. Acceptance of the Terms of Use**

**BY LOGGING INTO, BROWSING, DOWNLOADING, INSTALLING, CLICKING ON ANY LINKS PROVIDED OR OTHERWISE ACCESSING OR USING OUR WEBSITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY OUR TERMS AND OUR**[**PRIVACY POLICY**](https://goop.com/privacy-cookies-policy/)**, AS UPDATED FROM TIME TO TIME. IF YOU DO NOT AGREE TO OUR TERMS (including the Privacy Policy), OR TO ANY CHANGES WE MAY SUBSEQUENTLY MAKE TO OUR TERMS (or the Privacy Policy), THEN YOU DO NOT HAVE OUR PERMISSION TO USE OUR WEBSITE AND YOU MUST IMMEDIATELY STOP ACCESSING OUR WEBSITE.**

Your access to and use of the Website is subject to your continued compliance with the Terms, the Privacy Policy, and all applicable laws. Your right to access and use the Website will terminate immediately, without any further action by us, if you breach the Terms.

**3. Modification and Changes to Terms**

We reserve the right, in our sole discretion, to modify or update the Terms, including our Privacy Policy, at any time for any reason, with or without prior notice to you, and any such changes to the Terms will supersede and replace any previous Terms effective immediately upon posting to this page. It is your responsibility to periodically review the Terms as posted here for any changes. Your continued use of the Website after the posting of changes to the Terms will constitute your acceptance of such changes. For the avoidance of doubt, you should discontinue using the Website if you do not agree with any changes to the Terms.

**4. License to Use the Website**

We are pleased to grant you a non-exclusive, revocable, limited license to use the Website solely for your personal and non-commercial use. You may only use the Website in the manner as intended and in compliance with the Terms and with any and all applicable federal, state, local and international laws, rules and regulations. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, and create derivative works from the content or services contained within the Website without the express written consent of PrettyOrganicGirl. You may not use the Website or any of its content to further any commercial purpose, including any advertising or advertising revenue generation active on your own website or in any other form or medium. All rights not expressly granted to you in the Terms are reserved and retained by PrettyOrganicGirl. The licenses granted by PrettyOrganicGirl terminate if you do not comply with the Terms.

By using the Website, you represent that you are not a person barred from using the Website under the laws, rules and regulations of the United States, your place of residence or any other applicable jurisdiction. No other rights, assignment, licenses or legal relationship of any nature, including, but not limited to, agency, partnership, joint-venture, employer-employee, franchisor-franchisee or otherwise, either express or implied, are created through your use of the Website unless expressly stated in a written contract

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**5. Children’s Online Privacy Protection Act Notification**

To purchase products through links provided on the Website, subscribe to receive our Newsletters, marketing or promotional material from us (in any form and via any media), or request us to research and investigate any products for a fee as described on our Website, you must be 18 years of age or over. If you are under 18 years of age or not of legal age to form a binding contract in your place of residence, you must have your parent or legal guardian’s permission to use or make purchases on or through the Website. To view more information on our policy regarding privacy, please see our [Privacy Policy](https://goop.com/privacy-cookies-policy/).

Pursuant to 47 U.S.C. Section 230(d) as amended, PrettyOrganicGirl hereby notifies you that parental control protections (such as computer hardware, software or filtering services) are commercially available and may assist you in limiting access to material that is harmful to minors.

**6. Payment Processing and Authorization**

Payment Processing. For special research services requested by you, we accept payment through a third-party payment provider, PayPal. For payments through third party payment providers such as PayPal, you may be directed to their website. PrettyOrganicGirl will not be responsible in any way for payments processed via external third-party payment provider’s sites. It is your responsibility to familiarize yourself with the third-party payment provider’s terms of use, and privacy policy.

**7. Privacy and Communications**

*PRIVACY*

We respect your privacy. We do not sell your personal information to Third Parties. By accessing or using the Website you acknowledge that your information, including personally identifiable information, will be processed in accordance with our [Privacy Policy](https://goop.com/privacy-cookies-policy/).

*USE OF COOKIES*

We use cookies in operating our Website including to collect statistics, understand our users and their activity, and to target marketing. By using this Website, you consent to our use of cookies. See our Privacy Policy about cookies.

*CONSENT TO ELECTRONIC COMMUNICATION*

You consent to receive communications from us, whether required by law or otherwise, either by e-mail if you have provided us with your e-mail address, or by notice posted on the Website as determined by us in our sole discretion. You agree that any requirement that a notice, disclosure, agreement or other communication be sent to you by us in writing is satisfied by such electronic communication. We are not responsible for any automatic filtering you or your network provider may apply to communications we send to an e-mail address that you provide to us.

*MOBILE MESSAGING TERMS*

When you provide us with your mobile telephone number, you agree that PrettyOrganicGirl may send you text messages (including SMS and MMS) to that mobile telephone number. PrettyOrganicGirl may send you up to seven text messages per month. When you first provide your mobile telephone number to us, you will receive a confirmation text message and you may need to reply as instructed to complete registration. This initial message does not count towards the seven text messages that PrettyOrganicGirl is permitted to send you per month. PrettyOrganicGirl will never charge you for the text messages you receive, however you may see message and data rate charges from your mobile provider, though, so be sure to check your plan. You are responsible for the payment to your mobile provider of any message, data and other charges related to text messages, including for confirmation texts you receive and your responses thereto.

You may opt-out of receiving any future text messages from us at any time by either replying to a text message with the keyword “STOP”. If you opt-out you agree to receive a final text message confirming your opt-out. When you opt-out of text messaging, you will no longer receive any text messages unless you re-subscribe. In addition, for assistance, you may reply to any text message with the keyword “Help”. Texts may be sent through an automatic telephone dialing system. Consent to receive mobile messages is not required as a condition to using the Website or to purchase any goods or services through any links that are provided on the Website.

**8. Modification or Suspension of the Website and Right to Terminate Your Use**

We reserve the right to change, suspend or discontinue any aspect of the Website at any time and from time to time, in our sole discretion and without notice or liability, including by adding or eliminating certain features or discontinuing the Website entirely. Any description of features on the Website shall not be considered to be a representation by PrettyOrganicGirl that such features will always be included. From time to time, we may restrict access to some or all of the Website. We also reserve the right to terminate or suspend or restrict your use of or access to the Website, without notice or liability, for any reason or no reason at our sole discretion. Accordingly, for any reason, and without notice, all or any part of the Website may become unavailable to you at any time and for any period. However, the provisions in the Terms that relate to intellectual property, indemnification, disclaimer, limitation of liability, and choice of law and forum selection clause shall survive any termination of the Terms.

If we suspend or discontinue any aspect of the Website, we are not responsible for providing you with any information or content.

**9. Disclosure Statement**

We do not manufacture, sell or ship any products ourselves. We independently select, feature and review products and services on our Website that are available from Third Party Vendors. Our Website contains links to Third Party Vendor sites that we may receive a commission from if you buy a product or service through those links, which helps support our research. We receive no monetary compensation to feature any products or services or to provide a favorable review of featured products or services. Our reviews and comments on the Website are honest and genuine and unbiased by any monetary commission. As is usually the case, despite our honest opinions about products and services, different experiences and opinions may result with different users. Sometimes we sample products or services during our research and preparation of reviews, and we may receive discounted or free samples from Third Party Vendors.

**10. General Disclaimer**

You understand that some of the products and services discussed, featured and/or recommended on the Website may contain materials that could be dangerous if handled or used improperly, and you acknowledge that PrettyOrganicGirl is not liable for any personal injury or property damage arising from any misuse of any such products or services. You further acknowledge that products may not be suitable for use by children, and you expressly assume sole liability for providing any individual under the age of 18 with access to any products. You hereby agree not use products for any illegal purpose and you assume all liability for any action you take for any action that is contrary to any law, rule, or regulation of any territory.

**11. Warranty Disclaimer**

The information, software, featured products and services included in or available through links provided on our Website are continually upgraded and updated. While PrettyOrganicGirl will use commercially reasonable efforts to verify the accuracy of any information it places on the Website, PrettyOrganicGirl does not warrant or represent that such information, reviews, description of products and/or services are reliable, accurate, complete, uninterrupted, error free, secure or free of defects, viruses or bugs.

The Website contains links to third party websites in case you want to proceed to purchase any products featured, described or reviewed on the Website, including, but not limited to, advertisements and other content posted by Third Party Vendors (“Linked Sites”). Such Linked Sites are not owned, operated or controlled by us and if you visit Linked Sites, you do so entirely at your own risk and subject to the terms of use and privacy policies of such Linked Sites. Please be careful to read the terms of use and privacy policies of any Linked Sites before you provide any personal or other information to, or engage in any activity on, such Linked Sites. Any terms, conditions, warranties or representations included in the Linked Sites are solely between you and the relevant providers of the Linked Sites. You cannot rely on our Terms and/or our Privacy Policy to govern your use of another website or destination.

PRETTYORGANICGIRL DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILTY FOR ANY INFORMATION, PRODUCT OR SERVICE PROVIDED, ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OUR WEBSITE OR ANY LINKED SITE, AND PRETTYORGANICGIRL WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND ANY LINKED SITE. ANY SUCH LINKS ARE PROVIDED FOR YOUR CONVENIENCE ONLY. IF YOU CHOOSE TO CLICK ON ANY SUCH LINKS, YOU ACKNOWLEDGE AND AGREE THAT YOU, NOT PRETTYORGANICGIRL, ARE DISPLAYING ITS CONTENTS AND YOU ACCESS SUCH LINKED SITES AT YOUR OWN RISK. WE EXPRESSLY DISCLAIM ALL LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED BY ANY SOCIAL MEDIA SERVICES IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH SOCIAL MEDIA ACCOUNTS. YOU ACKNOWLEDGE AND AGREE THAT ANY RELIANCE ON THE INFORMATION AND OTHER MATERIALS INCLUDED ON OUR WEBSITE SHALL BE AT YOUR SOLE RISK AND RESPONSIBILITY.

ACCORDINGLY, OUR WEBSITE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITH NO REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND AND YOUR USE OF OUR WEBSITE IS ENTIRELY AT YOUR OWN RISK. PRETTYORGANICGIRL EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED, REGARDING OUR WEBSITE, INFORMATION, SOFTWARE, DESCRIPTIONS OF FEATURED PRODUCTS AND SERVICES OR RELATED GRAPHICS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY PURPOSE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, COMPATIBILITY, SECURITY AND ACCURACY, AND ALL WARRANTIES THAT MAY ARISE FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. IN STATES AND JURISDICTIONS IN WHICH THE EXCLUSION OF WARRANTY IS PROHIBITED, SUCH EXCLUSIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED.

**12. Limitations on Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT OUR WEBSITE, CONTENT, AND THE REVIEWS OF PRODUCTS AND/OR SERVICES FEATURED ON OUR WEBSITE ARE PROVIDED FOR INFORMATIONAL PURPOSES AND ON AN “AS IS” AND ON AN “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, PRETTYORGANICGIRL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PRETTYORGANICGIRL DOES NOT REPRESENT OR WARRANT THAT OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT OUR WEBSITE OR THE SERVER THAT MAKES OUR WEBSITE AVAILABLE ARE FREE FROM VIRUSES, MALWARE OR RANSOMWARE OR ANYTHING ELSE HARMFUL, OR FREE FROM THE RISK OF THIRD PARTY HACKING AND THEFT OF PERSONAL DATA OR INFORMATION. FURTHER, PRETTYORGANICGIRL MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, ADEQUACY, USEFULNESS, RELIABILITY, OR COMPLETENESS OF OUR WEBSITE, OR THE REVIEWS OR DESCRIPTIONS OF THE PRODUCTS AND SERVICES FEATURED ON OUR WEBSITE, THE CONTENT OR DESCRIPTIONS OF ANY THIRD-PARTY VENDORS OF THE PRODUCTS AND SERVICES FEATURED ON OUR WEBSITE AND THEIR THIRD PARTY WEBSITES LINKED FROM OUR WEBSITE, COMMENTS, INFORMATION, INFORMATION PROVIDED BY OUR VENDORS, OR ANY OTHER ITEMS OR MATERIALS ON OUR WEBSITE OR LINKED TO FROM OUR WEBSITE.

PRETTYORGANICGIRL ASSUMES NO LIABILITY OR RESPONSIBILITY FOR (A) ANY, ERRORS, MISTAKES OR INACCURACIES OF THE CONTENT, PRODUCTS, SERVICES, INFORMATION, REVIEWS, OR MATERIALS SET FORTH ON OR MADE AVAILABLE THROUGH OUR WEBSITE, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OR OTHER DAMAGE OR EXPENSES, DIRECTLY OR INDIRECTLY, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR WEBSITE, OR USE OF LINKS ON OUR WEBSITE TO PURCHASE PRODUCTS OR SERVICES SOLD ON ANY THIRD PARTY WEBSITE(S), (C) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVERS THAT HOST OUR WEBSITE OR ANY THIRD PARTY WEBSITE(S) AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE OR THIRD PARTY SITE(S), (E) ANY BUGS, VIRUSES, TROJAN HORSES, MALWARE, RANSOMWARE, HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS TO OUR WEBSITE OR THE LIKE, RECEIVED BY YOU, WHICH MAY BE TRANSMITTED TO, FROM OR THROUGH OUR WEBSITE OR ANY THIRD PARTY WEBSITES, AND/OR (F) ANY ERRORS OR OMISSIONS IN THE NETWORK OR ANY CONTENT, INFORMATION, REVIEWS AND DESCRIPTION (INCLUDING BUT NOT LIMITED TO THIRD PARTY WEBSITE(S)) OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY OF THE FOREGOING.

PRETTYORGANICGIRL IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY THIRD PARTY VENDORS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE OR OTHER DAMAGE OR EXPENSES RESULTING, DIRECTLY OR INDIRECTLY, FROM ORDERING OR USING THE PRODUCTS AND/OR SERVICES OF THIRD PARTY VENDORS. ANY INTERACTIONS YOU HAVE WITH THIRD PARTY VENDORS ARE BETWEEN YOU AND THE THIRD PARTY VENDOR AND YOU AGREE THAT PRETTYORGANICGIRL IS NOT LIABLE FOR ANY DAMAGE OR LOSS YOU MAY SUFFER AS A RESULT OF ANY INTERACTIONS WITH ANY SUCH LINKED SITES OR ANY CLAIMS THAT YOU MAY HAVE AGAINST ANY SUCH LINKED SITES.

NO PERSON (INCLUDING ANY AGENT, DEALER OR REPRESENTATIVE OF PRETTYORGANICGIRL) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING THE CONTENT OR REVIEWS OF PRODUCTS OR SERVICES FEATURED ON OUR WEBSITE. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED ON ANY OTHER WARRANTIES OR REPRESENTATIONS, EXCEPT THOSE EXPRESSLY STATED IN OUR TERMS AND PRIVACY POLICY.

IN NO EVENT SHALL PRETTYORGANICGIRL, INCLUDING ITS OWNER, MANAGERS OR EMPLOYEES, OR ITS SUBSIDIARIES, AFFILIATES SUCCESSORS, AGENTS, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, REVENUE OR PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY OR GOODWILL, PERSONAL INJURY, OR NEGLIGENCE, ARISING FROM OR IN CONNECTION WITH (A) THE USE OF, OR INABILITY TO USE, OUR WEBSITE OR ANY OF THE LINKS CONTAINED IN OUR WEBSITE; (B) THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, PRODUCTS, MATERIALS, CONTENT, OR SOFTWARE AVAILABLE FROM, ON OR THROUGH OUR WEBSITE OR ANY THIRD-PARTY WEBSITE(S); OR (C) THE CONDUCT OF OTHER USERS OF OUR WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PRETTYORGANICGIRL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME COMPLETE RESPONSIBILITY FOR YOUR USE OF OUR WEBSITE AND ANY LINKS CONTAINED ON OUR WEBSITE. YOUR SOLE REMEDY AGAINST PRETTYORGANICGIRL FOR DISSATISFACTION WITH OUR WEBSITE OR ANY CONTENT IS TO STOP USING OUR WEBSITE.

WE EXPRESSLY DISCLAIM ALL LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED BY ANY SOCIAL MEDIA SERVICES IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH SOCIAL MEDIA ACCOUNTS. YOU ACKNOWLEDGE AND AGREE THAT ANY RELIANCE ON THE INFORMATION, CONTENT AND OTHER MATERIALS INCLUDED ON OUR WEBSITE SHALL BE AT YOUR SOLE RISK AND RESPONSIBILITY.

PRETTYORGANICGIRL DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILTY FOR ANY INFORMATION, PRODUCT OR SERVICE PROVIDED, ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OUR WEBSITE OR ANY LINKED SITE AND PRETTYORGANICGIRL WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND ANY LINKED SITE. ONCE YOU ARE ON ANY LINKED SITE, YOU MAY BE SUBJECT TO NEW AND DIFFERENT TERMS OF USE AND PRIVACY POLICIES SO YOU SHOULD READ THEM BEFORE USING ANY LINKED SITES. ANY SUCH LINKS ARE PROVIDED FOR YOUR CONVENIENCE ONLY. IF YOU CHOOSE TO CLICK ON ANY SUCH LINKS, YOU ACKNOWLEDGE AND AGREE THAT YOU, NOT PRETTYORGANICGIRL, ARE DISPLAYING ITS CONTENTS AND YOU ACCESS SUCH LINKED SITES AT YOUR OWN RISK.

WE RESERVE THE RIGHT AT ALL TIMES TO DISCLOSE ANY INFORMATION THAT WE DEEM NECESSARY TO COMPLY WITH ANY APPLICABLE LAW, RULE, REGULATION, LEGAL PROCESS OR GOVERNMENTAL REQUEST. YOU WAIVE AND HOLD HARMLESS PRETTYORGANICGIRL AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS FROM ANY CLAIMS RESULTING FROM ANY ACTION RELATING TO YOU OR TAKEN AS A RESULT OF ANY SUCH DISCLOSURE. PRETTYORGANICGIRL MAKES NO REPRESENTATION THAT OUR WEBSITE IS APPROPRIATE OR AVAILABLE FOR USE AT LOCATIONS OUTSIDE OF THE UNITED STATES. ACCESS TO OUR WEBSITE FROM TERRITORIES WHERE SUCH SERVICES ARE ILLEGAL IS STRICTLY PROHIBITED. IF YOU ACCESS OUR WEBSITE FROM A LOCATION OUTSIDE OF THE UNITED STATES, YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL AND OTHER APPLICABLE LAWS.

IF PRETTYORGANICGIRL IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS ARISING OUT OF OR WHICH IS IN ANY WAY CONNECTED WITH YOUR USE OF OUR WEBSITE, ANY CONTENT, OR THE PURCHASE OF ANY PRODUCTS OR SERVICES FROM THIRD PARTY VENDORS THAT ARE FEATURED ON OUR WEBSITE THAT ARE PURCHASED THROUGH LINKS PROVIDED ON OR THROUGH OUR WEBSITE DIRECTING YOU TO THIRD PARTY WEBSITES, PRETTYORGANICGIRL’s LIABILITY SHALL NOT EXCEED $100.00 IN THE AGGREGATE.

**13. Medical Disclaimer**

WE DO NOT PROVIDE DIAGNOSIS, TREATMENT OR MEDICAL ADVICE.  YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT OUR WEBSITE CONTENT, FEATURED PRODUCT AND SERVICES, OPINIONS AND REVIEWS AND ALL MEDICAL, BEAUTY PRODUCT, NUTRITION AND FITNESS, VITAMIN AND SUPPEMENT INFORMATION PROVIDED ON OUR WEBSITE, INCLUDING ALL TEXT, DESCRIPTIONS, PHOTOGRAPHS, REVIEWS, IMAGES, ILLUSTRATIONS, GRAPHICS, AUDIO, VIDEO AND AUDIO-VIDEO CLIPS, AND OTHER MATERIALS, WHETHER PROVIDED BY PRETTYORGANICGIRL OR THIRD PARTIES, IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (i) THE ADVICE OF YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, (ii) A VISIT, CALL OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, OR (iii) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL. PLEASE CONSULT WITH YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER IF YOU HAVE HEALTH-RELATED QUESTIONS BEFORE USING ANY PRODUCTS OR SERVICES FEATURED OR REVIEWED ON OUR WEBSITE, INCLUDING VITAMINS, MINERALS, SUPPLEMENTS, FITNES PRODUCTS, SKINCARE, BEAUTY PRODUCTS, HOMEOPATHIC PRODUCTS, HERBAL PRODUCTS, AND HOME REMEDIES. DOSAGE, DURATION AND APPLICATION OF CERTAIN PRODUCTS ARE BEST DETERMINED BY YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER. ALWAYS CHECK THE PRODUCT LABEL OR PACKAGING PRIOR TO USING ANY PRODUCT. IF THERE ARE ANY DISCREPANCIES, YOU SHOULD CONTACT THE MANUFACTURER DIRECTLY FOR CLARIFICATION AS TO RECOMMENDED USE. INFORMATION AND STATEMENTS REGARDING DIETARY SUPPLEMENTS HAVE NOT BEEN EVALUATED BY THE FOOD AND DRUG ADMINISTRATION AND ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE OR PREVENT ANY DISEASE. SHOULD YOU HAVE ANY HEALTH-RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER PROMPTLY. SHOULD YOU HAVE AN EMERGENCY, CALL YOUR PHYSICIAN OR 911 IMMEDIATELY.

YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF ANY CONTENT PRESENTED ON OR VIA OUR WEBSITE AND YOU SHOULD NOT USE OUR WEBSITE OR ANY CONTENT AVAILABLE THROUGH OR VIA OUR WEBSITE FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. THE TRANSMISSION AND RECEIPT OF ANY CONTENT, IN WHOLE OR IN PART, OR COMMUNICATION VIA THE INTERNET, E-MAIL OR OTHER MEANS DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND PRETTYORGANICGIRL, ITS AFFILIATES OR ANY THIRD PARTY.

OUR WEBSITE MAY PROVIDE INFORMATION CONCERNING FITNESS AND ATHLETIC ACTIVITIES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SUCH ACTIVITIES CARRY CERTAIN INHERENT AND SIGNIFICANT RISKS OF PROPERTY DAMAGE, BODILY INJURY OR DEATH AND THAT YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH THESE ACTIVITIES, EVEN IF CAUSED IN WHOLE OR PART BY OUR ACTION, INACTION OR NEGLIGENCE OR BY THE ACTION, INACTION OR NEGLIGENCE OF OTHERS. PRETTYORGANICGIRL STRONGLY RECOMMENDS THAT YOU CONSULT WITH YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER BEFORE BEGINNING ANY NEW FITNESS PROGRAM OR ENGAGING IN ANY NEW ATHLETIC ACTIVITIES.

PRETTYORGANICGIRL CONDUCTS LIMITED RESEARCH AND INVESTIGATION WHEN IT REVIEWS OR DESCRIBES PRODUCTS LIKE VITAMINS, MINERALS, SUPPLEMENTS, SKINCARE PRODUCTS, BEAUTY PRODUCTS, HERBAL PRODUCTS, HOMEOPATHIC PRODUCTS AND HOME REMEDIES. WE CANNOT, AND DO NOT, INDEPENDENTLY VERIFY WHAT THIRD PARTY VENDORS EITHER TELL US DIRECTLY OR STATE ON THEIR OWN THIRD PARTY WEBSITES OR IN ADVERTISEMENTS ABOUT THEIR PRODUCTS AND SERVICES, THE INGREDIENTS THEY USE, AND THEIR MANUFACTURING PROCESS. IN DOING A REVIEW OR DESCRIBING A PRODUCT FEATURED ON OUR WEBSITE, WE DO NOT CONSULT WITH MEDICAL PROFESSIONALS OR HIRE LABORATORIES TO CONDUCT INDEPENDENT TESTING OF PRODUCTS. ONLINE RESEARCH ON CERTAIN PRODUCTS SOMETIMES PRODUCES CONFLICTING OR INCONCLUSIVE TEST RESULTS AND CONCLUSIONS. WE SOMETIMES SAMPLE PRODUCTS. ALTHOUGH OUR REVIEWS PROVIDED ON OUR WEBSITE ARE ALWAYS HONEST AND SINCERE, DIFFERENT EXPERIENCES MAY RESULT WITH DIFFERENT USERS. SOME USERS CAN EXPERIENCE ALLERGIC OR ADVERSE REACTIONS WHEN USING SOME OF THE FEATURED PRODUCTS AND SERVICES. THIS CAN BE THE CASE WHEN A USER HAS A MEDICAL CONDITION OR IS TAKING CERTAIN MEDICATIONS THAT MAY HAVE NEGATIVE INTERACTIONS WITH SUCH PRODUCTS.

EXPERTS RECOMMEND TALKING TO YOUR DOCTOR BEFORE STARTING ANY NEW SUPPLEMENTS TO DISCUSS POTENTIAL RISKS AND SAFE DOSAGE AMOUNTS. THEY SAY IT CAN BE IMPORTANT TO CHOOSE REPUTABLE BRANDS AND PRODUCTS DUE TO POSSIBLE VARIANCES IN THE AMOUNT OF NUTRIENTS LISTED ON THE LABEL, AS WELL AS POTENTIAL CONTAMINATION. AS EXPLAINED, THE QUALITY AND SAFETY OF DIETARY SUPPLEMENTS CAN VARY WIDELY, AS THEY ARE NOT FDA REGULATED.

**14. Indemnity and Release**

You agree to defend, indemnify, and hold harmless PrettyOrganicGirl and its agents, managers, owners, employees, affiliates, successors and assigns and each of their respective directors, officers, contractors, employees, agents, service providers and partners (“Indemnified Parties”), from and against any demands, losses, cost or debt, liabilities, claims or expenses (including reasonable attorneys’ fees) made against PrettyOrganicGirl by any third party due to or arising out of or in connection with (i) your use of and access to our Website, including any data or content transmitted or received by you; (ii) your violation of any of the Terms; (iii) your violation of any third-party right, including without limitation any right of privacy, right of publicity or intellectual property rights; or (iv) your violation of any applicable law, rule or regulation.

Without limiting anything set out above, you hereby release each of the Indemnified Parties from all damages, liabilities, claims, actions, demands and costs of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with these Terms, the Privacy Policy and/or any use by you of our Website.

California Residents: you expressly waive CA Civil Code §1542, which states: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

**15. California Law; Choice of Forum**

The Terms and Privacy Policy shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of law rules of such state. You and we agree that the sole and exclusive forum for commencing and resolving any lawsuit, action, claim or proceeding under, in connection with, relating to, or arising out of the Terms and/or your use of our Website shall be the Superior Courts of Los Angeles County, California, and you and we consent, and waive any objection, to the jurisdiction or venue of such courts. You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may desire to bring arising from or related to the Terms and/or your use of our Website must be filed within one (1) year after such claim or the cause of action arose or such claim or cause of action will be permanently barred. Before you may file or bring any action against us, you shall first give us no less than thirty (30) day written notice describing in detail the nature of your claim, and providing any documents which support your claim and the names addresses and telephone numbers of the witnesses of such claim, and stating the amount of damages you intend to seek.

**16. Waiver and Severability**

No waiver by PrettyOrganicGirl of any term or condition set forth in the Terms or Privacy Policy 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 PrettyOrganicGirl to assert a right or provision under the Terms shall not constitute a waiver of such right or provision. If any other provision of the Terms or Privacy Policy is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms or Privacy Policy shall continue in effect.

**17. Consumer Rights Notice**

Under California Civil Code Section 1789.3, California users of the Website receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1020 N Street, #501, Sacramento, California 95814, or by telephone at 1-916-445-1254.

**18. Assignment**

The Terms and any rights and licenses granted hereunder may not be transferred or assigned by you. We may assign our rights under the Terms without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to that restriction, the Terms will be binding on, inure to the benefit of, and be enforceable against you and your respective successors.

**19. Admissibility**

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this Agreement and all related documents be drawn up in English.

**20. Entire Agreement**

The Terms and Privacy Policy referred to herein constitute the sole and entire agreement between you and PrettyOrganicGirl 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.

It is our goal to provide you with a first class user experience, so if you have any questions or comments about the Terms or our Website, please feel free to contact our Customer Service team at support@prettyorganicgirl.com.