

## BeMe™ LLC. Terms

### 1. Introduction

1.1 Please read these terms and conditions carefully before using this website ("Website", "want2beme.com", "shop.want2beme.com") operated by BeMe LLC, a company registered in Pennsylvania, whose registered office is 331 East Street Road, Trevoise, PA 19053 ("BeMe", "BeMe LLC" 'our', 'we' or 'us'). In particular, we draw your attention to clauses 9 (Applicability of online materials) and 14 (Liability).

1.2 This page (together with the documents referred to on it) tells you the terms and conditions on which we allow access to our Website and/or supply any of the services or any of the products listed on our Website ("Products") to you. Please read these terms and conditions carefully before ordering any Products from our Website. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

1.3 You should print a copy of these terms and conditions for future reference.

1.4 By accessing or using our Website or by ordering any Products and/or services from our Website, you agree to be legally bound by these terms and conditions and as they may be modified and posted on our Website from time to time.

1.5 If you do not wish to be bound by these terms and conditions then you must not use our Website. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products or services from our Website.

1.6 You can find information about BeMe on appropriate pages or sections of the Website.

### 2. Nature of our Website and Service Availability

2.1 Our Website is a place for you to use as a shopping or other resource, to browse, select and view the Products which are described in more detail on the Website or participate in a variety of activities, interactive forum or other services as expressly set out on the Website.

2.2 Please note that our Website is available only to entities, persons or individuals that can form legally binding contracts under applicable law.

2.3 By accessing or using our Website, you warrant to BeMe that, you are legally capable of accessing and using our Website in your country of residence.

2.4 These terms and conditions will apply where you accept these terms and conditions, access or use our Website or following your ordering of Products and/or services from our Website.

2.5 We do not guarantee that all Products will be available in all countries.

### 3. Products on our Website

3.1 Any times or dates stated on our Website are estimates only and BeMe does not accept liability for any failure with regard to dates or time.

3.2 The price of any of the Products is the price in force at the date and time of your order. We may change the price of any Product displayed on our Website at any time.

3.3 You undertake that all details you provide to us which we may offer on our Website will be correct.

3.4 Our Website contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our Website if priced, may be incorrectly priced.

#### 4. Your Consumer Rights and Our Status

4.1 BeMe respects and preserves your consumer rights.

4.2 We may also provide links on our Website to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that your access or that any products or services you purchase from third party suppliers through our Website, or from companies to whose website we have provided a link on our Website, will be of satisfactory quality, and any such warranties are disclaimed by us absolutely. Further details of our disclaimer are set out in our Website Disclaimer. This disclaimer set out in this provision does not affect your statutory rights against the third party seller.

#### 5. Complaints

5.1 If you have any complaints, you should direct them to us via email at [info@want2beme.com](mailto:info@want2beme.com) or by post at BeMe LLC, 331 East Street Rd., Trevoise, PA 19053.

#### 6. Modifications to our Website

6.1 We reserve the right to make changes or corrections, alter, suspend or discontinue any aspect of our Website, or the content or services available through it, including your access to it. Unless explicitly stated to the contrary, any new features including new content and/or the sale or supply of new Products or services and/or the release of new tools or resources shall be subject to these terms and conditions.

6.2 Please note that although we try to ensure that the content of our Website is accurate, our Website may contain typographical errors or other inaccuracies.

#### 7. Information you provide to us

7.1 The following provisions of this clause apply to any information you provide to us, for example during any registration or ordering process.

7.2 You authorize us to use, store or otherwise process any personal information which relates to and identifies you, including but not limited to your name and address, to the extent reasonably necessary to provide the services or products which are available through our Website by us, our partners, successors (including the purchaser of the whole or part of our business), associates, sub-contractors or other third parties (together our 'Partner Companies'). These Partner Companies may be located in countries outside United States and may not have laws to protect your information equivalent to US Standards. Details of the companies and countries involved in your case will be provided on request. If you would like to request such information or review or modify any part of your personal information then you should email us at [info@want2beme.com](mailto:info@want2beme.com).

7.3 You accept our Data Protection Privacy Policy and Security Statement and consent to the processing of your personal data in accordance with that policy and as set out in these terms and conditions.

7.4 If you obtain or choose to buy Products through our Website then we may collect information about your buying behavior and if you send us personal correspondence such as emails or letters or post reviews or other messages on the product review pages, bulletin boards or in the chat areas, then we may collect this information into a file specific to you (together, the various purposes set out in this paragraph and in our Data Protection Privacy policy shall be known as the "Purposes"). All such information collected by us shall be referred to in these terms and conditions as "Personal Information".

7.5 You must ensure that the Personal Information you provide to BeMe is accurate and complete and that all ordering or registration details (where applicable) contain your correct name, address and other requested details. For more information about how we deal with your Personal Information, please read our Data Protection Privacy Policy and Security Statement.

7.6 By accepting these terms and conditions, you agree to the processing and disclosure of the Personal Information for the Purposes. If you would like to review or modify any part of your Personal Information then you should email us at [info@want2beme.com](mailto:info@want2beme.com).

7.7 In addition, the following also applies to all messages, reviews, emails, bulletin boards postings, ideas, suggestions, photographs, concepts or other material submitted by you to us ('Content'):

7.7.1 you must own or have the right to submit Content for publication on our Website and all Content submitted by you must be legal, honest, decent and truthful and comply with all applicable laws, regulations, standards and/or codes of practice;

7.7.2 you must ensure that all Content submitted to us does not infringe the copyright, design, privacy, publicity, data protection, trade mark, intellectual property rights or any other rights of any third party, nor be obscene, abusive, threatening, libelous or defamatory of any person or be otherwise unlawful;

7.7.3 you must ensure that the Content does not advertise or otherwise solicit for funds or is a solicitation for goods or services; and

7.7.4 we have the right to monitor Content and may edit, reject or remove Content if we believe it does not comply with the above and, in particular, we reserve the right to block incoming emails and other Content if we believe that their content is or may be inappropriate or otherwise does not comply with the above.

7.8 You grant us a non-exclusive, irrevocable, royalty free, worldwide license to use, edit and publish all Content that you submit to us on our Website and in all other media in connection with our business, advertising, marketing and public relations activities.

7.9 You have sole responsibility for the Content which you submit to us and you shall indemnify and shall keep us fully and effectively indemnified on demand from and against all actions, claims, losses, liability, proceedings, damages, costs, expenses, loss of business, loss of profits, business interruption and other pecuniary or consequential loss (including legal costs and expenses) suffered or incurred by us and arising directly or indirectly out of the publication of Content submitted by you to us.

7.10 You warrant and undertake that you will not use our Website for any purpose that is illegal or prohibited by these terms and conditions, including without limitation the posting or transmitting of any libelous, defamatory, inflammatory or obscene material.

7.11 If you breach these terms and conditions and/or any applicable policies including in relation to any Content, then your permission to use this Website terminates immediately without the necessity of any notice being given to you. We retain the right to deny access to any person who fails to comply with these terms and conditions.

## 8. Website Use Security

8.1 You are solely responsible in all respects for all use of and for protecting the confidentiality of any username, email verification and password that may be given to you or selected by you for use on our Website.

8.2 You may not share these with or transfer them to any third parties. You must notify BeMe immediately of any unauthorized use of them or any other breach of security regarding our Website that comes to your attention.

## 9. Applicability of Online Materials

9.1 Unless otherwise specified all content and materials published on our Website are presented solely for your private, personal and non-commercial use.

9.2 Our Website is controlled and operated by us or on our behalf from offices in the United States. Where content published on the Website is supplied by third parties, you understand that we do not control or endorse such content in any way. All content which is offered by third parties that are not affiliated with or otherwise connected with us, is published in good faith but we do not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of such content (whether published on or offline) and the use of such content, except for content which we have provided and which relates directly to Products you purchased. You assume total responsibility and risk for your use of our Website and use of all information contained within it.

9.3 We have used our best endeavors to ensure that our Website complies with the laws of U.S.A. However, we make no representations that the materials on our Website are appropriate or available for use in locations outside the U.S. Those who visit our Website from other locations do so on their own initiative and are responsible for compliance with all applicable laws. If use of our Website and/or viewing of it, or use of any material or content on our Website or services, or Products offered through our Website are contrary to or infringe any applicable law in your jurisdiction(s), you are not authorized to view or use our Website and you must exit immediately.

9.4 BeMe makes no representations and gives no warranties, express or implied, that making the Products available in any particular jurisdiction outside the U.S. is permitted under any applicable non-U.S. laws or regulations.

9.5 If making any of the Products or any part of the Website available in your jurisdiction or to you (by reason of nationality, residence or otherwise) is prohibited, access and/or those Products are not offered for sale to you. You accept that if you are resident outside the U.S., you must satisfy yourself that you are lawfully able to access and/or purchase the Products. BeMe accepts no liability, to the extent permitted by applicable law, for any costs, losses or damages resulting from or related to the purchase or attempted purchase of the Products by persons in jurisdictions outside the U.S. or who are nominees of or trustees for citizens, residents or nationals of other countries.

## 10. Copyrights and Monitoring

10.1 The contents of our Website are protected by international copyright laws and other intellectual property rights including as set out in our Copyright Notice.

10.2 The owner of these rights is BeMe, its affiliates or other third party licensors. All product and company names and logos mentioned in our Website are the trademarks, service marks or trading names of their respective owners, including us.

10.3 You may download material from our Website for the sole purpose of placing an order with BeMe, accessing or using our Website as a resource. However, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from our Website including but not limited to text, graphics, video, messages, code and/or software without our prior written consent, except where expressly invited to do so, for example in order to complete any test or questionnaire.

10.4 Please read our Copyright Notice for further information on use or restrictions in respect of our copyright and other intellectual property rights. You accept the provisions of our Copyright Notice.

## 11. Linked sites

11.1 BeMe makes no representations whatsoever about any other websites that you may access through our Website or which may link to our Website.

11.2 When you access any other website you understand that it is independent from BeMe or this Website and that we have no control over the content or availability of that website.

11.3 In addition, a link to any other website does not mean that BeMe endorses or accepts any responsibility for the content, or the use of, such a website and BeMe shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other website or resource.

11.4 Any concerns regarding any external link should be directed to its website administrator or web master.

## 12. Linking to our website and our linking terms

12.1 You may only link to our Website or our home page with our express consent and written agreement. Any permission shall be in accordance with our Linking Terms from time to time and subject to terms.

12.2 If you are permitted to link to our Website, you may only do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

12.3 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

12.4 You must not establish a link from any website that is not owned by you.

12.5 Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the home page.

12.6 We reserve the right to withdraw linking permission without notice.

12.7 The website from which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

12.8 If you wish to make any use of material on our Website other than that set out above and in our Linking Terms, please address your request to [info@want2beme.com](mailto:info@want2beme.com).

12.9 You also acknowledge that where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of your linked site or to those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## 13. Availability of our Website and Acceptable Use Policy

13.1 We will try to make our Website available but cannot guarantee that our Website will operate continuously or without interruptions or be error free and can accept no liability for its unavailability.

13.2 You must not attempt to interfere with the proper working of our Website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device.

#### 14. Acceptable Use Policy

14.1 This section sets out certain acceptable use policy and further terms between you and us under which you may access our Website and use it as a resource or participate in or use the services or resources provided. This acceptable use policy applies to all users of, and visitors to, our Website. Your use of our Website means that you accept, and agree to abide by, all the policies in this acceptable use policy provision and on our Website, which form part of and supplement the terms and conditions of our Website use.

#### 15. Prohibited Uses

15.1 You may use our Website only for lawful purposes. You may not use our Website:

15.1.1 in any way that breaches any applicable local, national or international law or regulation.

15.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

15.1.3 for the purpose of harming or attempting to harm minors in any way.

15.1.4 to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards including as set out in this document or the provisions of these terms and conditions.

15.1.5 to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).

15.1.6 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

15.2 You also agree:

15.2.1 not to reproduce, duplicate, copy or re-sell any part of our Website in contravention of the provisions of our Copyright Notice and these terms and conditions.

15.2.2 not to access without authority, interfere with, damage or disrupt:

(a) any part of our Website;

(b) any equipment or network on which our Website is stored;

(c) any software used in the provision of our Website; or

(d) any equipment or network or software owned or used by any third party.

#### 16. Interactive Services

16.1 We may from time to time provide interactive services on our Website, including, without limitation: chat rooms, bulletin boards, user comment functionalities, product or service review facilities and any other interactive services on the Website (interactive services).

16.2 Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

16.3 We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our Website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our Website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

16.4 The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

16.5 Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## 17. Content Standards

17.1 These content standards apply to any and all material which you contribute to our Website (contributions), and to any interactive services associated with it.

17.2 You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole. Contributions must:

17.2.1 be accurate (where they state facts).

17.2.2 be genuinely held (where they state opinions).

17.2.3 comply with applicable law in the US and in any country from which they are posted.

17.3 Contributions must not:

17.3.1 contain any material that is defamatory of any person.

17.3.2 contain any material that is obscene, offensive, hateful or inflammatory.

17.3.3 promote sexually explicit material or promote violence.

17.3.4 be used to impersonate any person, or to misrepresent your identity or affiliation with any person.

17.3.5 promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

17.3.6 infringe any copyright, database right or trade mark of any other person.

17.3.7 be likely to deceive any person. Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

17.3.8 be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence. Promote any illegal activity.

17.3.9 be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety. Be likely to harass, upset, embarrass, alarm or annoy any other person.

17.3.10 give the impression that they emanate from us, if this is not the case.

18. Suspension and Termination 18.1 We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our Website. When a breach of this policy has occurred, we may take such action, as we deem appropriate.

18.2 Failure to comply with this acceptable use policy constitutes a material breach of the terms and conditions upon which you are permitted to use our Website, and may result in our taking all or any of the following actions:

18.2.1 immediate, temporary or permanent withdrawal of your right to use our Website.

18.2.2 immediate, temporary or permanent removal of any posting or material uploaded by you to our Website.

18.2.3 issue of a warning to you.

18.2.4 legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

18.2.5 further legal action against you.

18.2.6 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

18.3 We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy provisions are not limited, and we may take any other action we reasonably deem appropriate.

## 19. Changes to the Acceptable Use Policy

19.1 We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our Website.

## 20. Liability

20.1 We act in good faith in providing or publishing any guidance or advice, Products or services on our Website but shall not be responsible for quality of advice, guidance or comments provided or published. You do not have to rely on any guidance or advice on our Website and acknowledge that we have no liability whatsoever to you or any third party with respect to any such material, advice or guidance on the Website. You should seek professional advice if required. Accordingly, you acknowledge and accept that you assume total responsibility and risk for your use of our Website and use of or reliance on all information, guidance or advice contained within it. Products or services are not displayed or presented as being fit for any particular application or for use under specific conditions, unless expressly agreed in writing by BeMe. We also promise that any service we provide to you will be provided with reasonable skill and care.

20.2 Each of the Products on our Website will be subject to the relevant description that may include specific advice or conditions related to that Product including, without limitation, terms and conditions concerning estimated after-sales service and guarantees. We will take all reasonable care to ensure that

all Product descriptions and prices of Products appearing on the Website are correct at the time when the relevant information was entered onto the system. All descriptions of Products appearing on our Website may not always reflect the position exactly at the moment you access or use our Website. We cannot guarantee that the color or image of a Product will be reflected accurately on the Website.

20.3 We exclude all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to any products (including without limitation the Products), on our Website or any information or service provided through our Website.

20.4 We will do our best to ensure that all materials and information published on our Website are accurate, but please note that all content, materials and information on our Website are provided on an 'as is' basis and you assume total responsibility and risk for your use of our Website and use of all information contained within it.

20.5 We accept no liability for any indirect or consequential loss or damage, or for any direct or indirect loss of data, profit, revenue or business in each case, however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of our Website or its contents other than as a direct result of purchasing Products (which shall be subject to the exclusions and limitation of liability set out in these terms and conditions), we accept no liability for this loss or damage whether due to inaccuracy, error, omission or any other cause and whether on the part of BeMe or our servants, agents or any other person or entity.

20.6 If we are liable to you for any reason, our liability will be limited to the amount paid by you for the Product concerned including the cost charged to you for delivering the Products to you. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence or for our fraudulent misrepresentation or any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

20.7 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our Website and is compatible with our Website. You also understand that we cannot and do not guarantee or warrant that any material available for downloading from our Website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

20.8 Further to the other provisions of this clause and for the avoidance of doubt, we are not responsible for indirect losses consequential loss or damage which happen as a side effect of the main loss or damage and even if such losses result from a deliberate breach of these terms and conditions by us that would entitle you to terminate any arrangements or contract between us, including but not limited to: · loss of income or revenue; · loss of business; · loss of profits or contracts; · loss of anticipated savings; · loss of data; · loss of data; or · waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

20.9 The limitations and exclusions in this clause do not affect your non-excludable statutory rights and only apply to the extent permitted by applicable law.

20.10 Where you buy any Product from a third party seller or supplier through our Website, the supplier or seller's individual liability will be set out in the seller's terms and conditions.

21. Competition Rules The following simple rules applies to our contests and competitions in addition to the specific rules or provisions applicable each such promotion, contest, prize draw or competition ("Competition"):

21.1 The winner of any Competition will be as set out in the specific Competition rules.

21.2 No entry fee is applicable and no purchase is necessary to participate in our Competitions generally unless we inform you otherwise and comply with the applicable law.

21.3 To enter we may require that each entrant or participant in the Competition ("Participant") provide certain Personal Information. You must be prepared for us to publicize your names and photographs and/or failures or attempts, as we are expecting that any winners' success may be publicized (with their prior consent). Please review our Data Protection Privacy Policy & Security Statement for further details of how we deal with Personal Information.

21.4 Participants may be required to take part in promotional interviews or other exchanges. BeMe reserve the right to publish details of attempts or entries in respect of the Competition for marketing, promotional and publicity purposes. Each Participant consents to such use of the data or Personal Information to the extent necessary.

21.5 Any Participant gaining unauthorized access to any BeMe system, network, information, materials or Website will be disqualified from the Competition and could be prosecuted. BeMe takes the security of the Website, online materials and Personal Information very seriously. We will report and prosecute all hackers.

21.6 Participation in the Competition will be subject to our standard terms and conditions.

21.7 Participants must be over the age of eighteen (18) to enter any Competition.

21.8 There may be applicable country or resident restrictions. Each Participant is responsible for complying with all relevant or applicable laws in their country of residence in connection with their participation in any such competition or promotion.

21.9 Entrants to any Competition must complete and return the entry prior to the closing date as set out in the specific Competition details or rules.

21.10 All entries must be received by the specified time, period and/or date on the closing date. No liability is accepted for entries lost, delayed or damaged. Proof of posting or correspondence is not proof of receipt.

21.11 No employee of BeMe or any member of an employee's family may enter any Competition unless expressly permitted by the specific rules. No employee of any affiliated company, members of their family or anyone connected with or working directly with BeMe or its products (or any one related to them) are eligible to take part.

21.12 The decision as to the winner will be in accordance with the specific applicable rule but will always be final. Inquiries should be made by sending a malware-free email containing details (date/time, subject, addresses) to [info@want2beme.com](mailto:info@want2beme.com). Each inquiry will be investigated by a senior person at BeMe, whose decision will be final.

21.13 Entry implies acceptance of these rules and our terms and conditions. Entries failing to comply with the rules set out in this provision and Competition details will not be accepted.

21.14 All our Competitions are governed by U.S. law and each participant submits to the exclusive jurisdiction of the subsequent courts.

22. General

22.1 We may, but you may not, assign, charge, create a trust over, or otherwise encumber, deal in any manner with or transfer or purport to assign or transfer any rights, benefits or interests and/or transfer, sub-contract or delegate any obligations under these terms and conditions, and/or charge or deal in any other manner with these terms and conditions or any of our respective rights or obligations. Any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of this clause 16.1 shall be ineffective. These terms and conditions are personal to you and are entered into by you for your own benefit and not for the benefit of any third party.

22.2 We may alter these terms and conditions from time to time and post the new version on our Website, following which all use of our Website will be governed by that version. You must check the terms and conditions on the Website regularly or in the event that you order any Products.

22.3 These terms and conditions together with the Data Protection Privacy Policy and Security Statement, Website Disclaimer, Copyright Notice, Linking Terms any order form and payment method instructions, if any, are the whole agreement between you and BeMe LLC.

22.4 You acknowledge that you have not entered into this agreement on these terms and conditions in reliance upon any statement, warranty or representation made by BeMe or any other person and you irrevocably and unconditionally waive any rights to claim damages and/or to rescind these terms and conditions by reason of any misrepresentation (other than a fraudulent misrepresentation) that is not contained in the terms and conditions, Website Disclaimer, Copyright Notice, Data Protection Privacy Policy and Security Statement, Linking Terms order form and payment method instructions.

22.5 If any provision or term of these terms and conditions or any provisions of any contract between us shall become or be declared or determined illegal, invalid or unenforceable to any extent for any reason whatsoever, such term or provision will to that extent be divisible and severed from the other remaining terms and conditions or provisions and shall be deemed to be deleted from them. The remaining terms, conditions and provisions of such contract shall continue to be valid to the fullest extent permitted by law.

22.6 These terms and conditions and your use of our Website are governed by English law and for our exclusive benefit you submit to the exclusive jurisdiction of the English courts, waiving any objection to forum. Nothing in these terms and conditions shall prevent us from commencing or pursuing proceedings in any other jurisdiction, whether concurrently or not. This is to enable us to consider our position with regard to users from various jurisdictions and to restrict our exposure to a multiplicity of jurisdictions.

22.7 Except in respect of a payment obligation, neither you nor BeMe will be held liable for any failure to perform any obligation to the other due to causes beyond your or BeMe's respective reasonable control.

22.8 In respect of matters beyond our reasonable control:

22.8.1 BeMe will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under an arrangement or contract that is caused by events outside our reasonable control ("Force Majeure Event"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: Power or equipment failure or unavailability; Supplier or third party delays; Unavailability of raw materials, resources or products and services; Strikes, lock-outs or other industrial action; Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; Import and export regulation or embargo; Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; Impossibility of the use of public

or private telecommunications networks; or the acts, decrees, legislation, regulations or restrictions of any government.

22.8.2 Our performance under any contract or arrangement is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under any arrangement or contract may be performed despite the Force Majeure Event.

22.9 Each provision of these terms and conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

22.10 Failure or delay by either party enforcing an obligation or exercising a right under these terms and conditions does not constitute a waiver of that obligation or right.

22.11 These terms and conditions do not confer any rights on any person or party (other than you and/or us).

### 23. Notices and Written Communications

23.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

23.2 All notices shall be given:

- to us via email at [info@want2beme.com](mailto:info@want2beme.com) or by post at is 331 East Street Road, Trevoze, PA 19053, USA or
- to you at either the email or postal address you provide during any ordering and/or registration process.

23.3 Notice will be deemed received when an email is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or three (3) days after the date of posting.

23.4 In proving the service of any notice by us, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee. 24. Replacement and Our right to vary these Terms

24.1 These terms and conditions replace all other terms and conditions previously applicable to the use of our Website and/or sale of the Products.

24.2 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, services, resources or products, changes in relevant laws and regulatory requirements and changes in our system's capabilities and other matters.

24.3 You will be subject to the policies and terms and conditions in force at the time that you access our Website and/or order Products from us.