Smells Like Ooo, Cosmetics

Terms of Service and Conditions:

THE FOLLOWING TERMS AND CONDITIONS OF USE (“TERMS”) GOVERN YOUR USE OF THE SERVICES, DEFINED BELOW IN ¶ 1, AND YOUR RELATIONSHIP WITH *Smells Like Ooo, Cosmetics*, PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR USING ANY PART OF THE SERVICES, YOU AGREE TO THESE TERMS. If at any time you find these Terms and Conditions unacceptable or if you do not agree, please do not use this Site or the Services. We may revise these Terms and Conditions at any time.  
Notice of Agreement to Arbitrate and Class Action Waiver:  
 By accepting these Terms, you agree to resolve any dispute with us on an individual basis in arbitration and to waive any right to pursue a class action or suit in court, except in matters that may be pursued on an individual basis in your local small claims court.

ABOUT THE SERVICES

1. Services. These Terms describe the terms and conditions on which you may access and use Smells Like Ooo, Cosmetics website located at SmellsLikeOoo.com (the “Site”), and the Smells Like Ooo, Cosmetics mobile app (the “App”), the Smells Like Ooo, Cosmetics mobile site (the “Mobile Site”), and related services (together with the Site, the App, the Mobile Site, and the Smells Like Ooo, Cosmetics Content, as defined below, the “Services”). These Terms also apply to in-store sales, whether a Smells Like Ooo, Cosmetic products, if any, which are part of the Services. By accessing or using any of the Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions.
2. Changes in Contract Terms. We reserve the right to change the Terms and Conditions of Use we offer the Services, including adding new terms or deleting existing ones. If we make any changes, we will give you reasonable and appropriate notice regarding the change. If you do not accept our changed Terms and Conditions, you always have the right to cancel your use of the Services at any time. If you wish to cancel your use of the Services, please contact us at Bethany7134@gmail.com. If you notify us that you do not accept our Terms and Conditions, we may cancel your use of the Services (as provided in Use, as we cannot offer Services to different customers on different terms, among other reasons. If you elect not to cancel your use of the Services, your continued use of the Services constitutes acceptance of the changed Terms and Conditions.
3. If you wish to unsubscribe by receiving any marketing messages and notifications, reply with STOP to any message sent from us or use the unsubscribed link we provided you with any of our messages. You understand and agree that alternative methods of opting out, such as using alternative words or requests, will not be considered a reasonable means of opting out.

To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the service, any errors in such information, and/or any action you may or may not take in reliance on the information or Service.

 SALES OF PRODUCTS:

1. General Conditions. The Services include the sale of Products. This Section sets out terms and conditions for your purchase of any Product.  
a. Limits. You acknowledge and agree that we may limit the purchase of Products, including but not limited to restricting orders placed under a single customer account, payment card, or billing or shipping address. We reserve the right to limit, cancel, or prohibit sales of Products for any reason, including but not limited to availability concerns.  
b. **Minors.** Products may be worn or purchased for use by individuals under 18 years of age, but we sell our products only to adults, who may purchase the Products with a payment card or other approved payment method. By clicking agreeing to these Terms, you represent that you are 18 years or older and that you are authorized to use the chosen payment method (including, without limitation, credit cards) for the purpose of purchasing the Products as described in these Terms.  
c. Collections. If you do not pay the amounts you owe to Smells Like Ooo, Cosmetics when they are due, then Smells Like Ooo, Cosmetics will need to institute collection procedures. You agree to pay Smells Like Ooo, Cosmetics, costs of collection, including, without limitation, reasonable attorneys' fees.

2. No Commitment. By registering your email, you’ll have access to a personal showroom which is updated monthly with a curated selection of Nail polishes, Gel polishes, and other nail accessories just for you. There is no obligation to buy anything in your showroom or on the Site. Smells Like Ooo, Cosmetics cannot guarantee that a selection available in a particular month will be available in any subsequent month.

3. Purchase Price. The purchase price (“Purchase Price”) for the Products will be the purchase fee and delivery charges (if applicable) listed on the Site or App in connection with your purchase of the Products. Purchase Price is as listed on the Site at the time of purchase and is subject to change. All prices on the Smells Like Ooo, Cosmetics are listed in U.S. Dollars. Smells Like Ooo, Cosmetics is not responsible for fluctuations in the currency exchange rates against the U.S. Dollar that may affect the value of international customers’ purchases. Smells Like Ooo, Cosmetics reserves the right to alter Purchase Price, discount, or availability of any item at its discretion and without notice. Upon purchasing your order for a Product, you authorize Smells Like Ooo, Cosmetics to charge your payment card for the Purchase Price. We will charge your payment card the amount of the Purchase Price immediately upon your purchase order. Unless otherwise provided by these Terms, to the extent items purchased on Smells Like Ooo, Cosmetics are subject to tax, such tax will be applied to the Purchase Price, and less applicable savings, as required by law.

4. Payment by Credit Card. For your convenience, your credit or debit card information will be saved after your first purchase. We will apply that method of payment to all future purchases unless you notify us online or through Customer Care. We accept the following credit cards currently: VISA, MasterCard, Discover Card, and American Express. To maintain uninterrupted benefits on the Services, please update your credit or debit card to reflect your current account information.

5. Refund. All returns and shipping fees are non-refundable at the current time due to the personal care of other consumers. All sales are final. Please read our returns and exchange policy for further information.

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9. License for App. Subject to the terms of these Terms, SMELLS Like Ooo, Cosmetics grants you a limited, non-transferable, non-exclusive, revocable license to download, install, and use one copy of the App in object code form only on an interactive wireless device that you own or control.   
10. Feedback. By sending us any feedback, ideas, suggestions, documents, or proposals (“Feedback”), you grant to us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works of, publish, distribute, sublicense and otherwise exploit the Feedback, and you waive all moral rights in the Feedback which may be available to you in any part of the world and confirm that no such rights have been asserted. You represent and warrant that the Feedback does not contain any confidential or proprietary information of any Third-Party, and that Smells Like Ooo, Cosmetics may use your Feedback without restriction or obligation to you or any Third-Party.

11. Notice and Copyright. Smells Like Ooo, Cosmetics takes the protection of Copyright very seriously. If you believe any Smells Like Ooo, Cosmetics Content infringes your copyright, you may request removal of those materials (or access thereto) by contacting Smells Like Ooo, Cosmetics copyright agent (identified below) and providing the following information: identification of the copyrighted work that you believe to be infringed, including a description of the work, and where possible a copy or the location (e.g., URL) of an authorized version of the work; identification of the material that you believe to be infringing and its location, including a description of the material and its URL or any other pertinent information that will allow us to locate the material; your name, address, telephone number and e-mail address; a statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law; a statement that the information that you have supplied is accurate, and indicating that “under penalty of perjury,” you are the copyright owner or are authorized to act on the copyright owner’s behalf; and a signature or the electronic equivalent from the copyright holder or authorized representative.  
  
Please note: In an effort to protect the rights of copyright owners, Smells Like Ooo, Cosmetics will, in appropriate circumstances, terminate the accounts of subscribers who are repeat infringers.