

Terms and Conditions

Terms of Service

By using, accessing, or purchasing from this website ("Site"), which is owned and operated by Kalypso TwistZ, LLC. (Herein referred to as "Kalypso TwistZ" or "Kalypso TwistZ™"), you acknowledge that you have read, understood, and agree to the following Terms of Service ("Terms" or "Agreement"). If, at any time, you do not agree to these Terms, please do not use this Site. Kalypso TwistZ™ reserves the right to revise these Terms at any time by updating this posting. Please read and review these Terms periodically. As a condition of your use of this Site, you agree that you are at least 18 years of age or are visiting the Site under the supervision of an adult or guardian and that you possess the authority to enter into a binding legal agreement. We grant you a personal, limited, non-transferable non-exclusive, license to access and use the Site via a browser. We reserve the right to revise the products and services available on the Site and to impose rules for and limits on use of the Site or to restrict your access to part, or all, of the Site without notice. We reserve the right to revoke your access at any time for any reason, including as a result of a violation of these Terms, without notice. Kalypso TwistZ™ reserves the right to change these Terms of use at any time without notice. By accessing or using any part of the Site, you accept these Terms, without limitation or qualification. You may not use any portion of the Site if you do not agree with all of the Terms. Price information found on this site is subject to change without notice. We grant you a personal, limited, non-transferable non-exclusive, license to access and use the Site. We reserve the right, in our sole discretion and without notice to you, to revise the products and services available on the Site and to change, suspend or discontinue any aspect of the Site and we will not be liable to you or to any third party for doing so. We may also impose rules for and limits on use of the Site or restrict your access to part, or all, of the Site without notice or penalty. Your continued use of the Site will constitute your acceptance of any such changes.

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Billing and Payments

By starting your Kalypso TwistZ subscription and providing or designating a payment method, you authorize us to charge you on a recurring monthly fee at the then current rate. We reserve the right to adjust pricing for our subscriptions in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Service, any price changes to your subscription will take effect following email notice to you. As a Member, you agree to the following benefits and Terms: You must

provide us and keep us up to date with accurate contact and payment information, including name, shipping address, and credit or debit card number. We save your payment information for ease of future shipments and charges. All such personal information is subject to the Privacy Policy. You are responsible for any fees or charges your issuing bank or credit card provider may charge you. If your payment to us is returned for any reason, we may bill your account again directly and seek payment by another method including a mailed statement. Any account changes made after the 5th of each month should not be expected to reflect on the subscription until the following shipping period. In an effort to get boxes to our subscribers as soon as possible, we begin processing shipments prior to the signup cutoff. As a result, all address updates must be made within 48 hours prior to the subscription renewal date (see "Your Subscription Contract" below for renewal date information) to ensure they are correctly reflected on your shipment. Our shipping service does not include the forwarding with your mail to an updated address. Any forwarding fees incurred will not be reimbursed or credited to your subscription.

YOUR SUBSCRIPTION CONTRACT: BY PURCHASING ANY SUBSCRIPTION, YOU ACKNOWLEDGE THAT YOUR SUBSCRIPTION HAS AN INITIAL AND RECURRING PAYMENT FEATURE AND YOU ACCEPT RESPONSIBILITY FOR ALL RECURRING CHARGES PRIOR TO CANCELLATION. YOUR SUBSCRIPTION WILL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS, AT THE THEN-CURRENT SUBSCRIPTION RATE. TO CANCEL YOUR SUBSCRIPTION AT ANY TIME, YOU MUST DO ONE OF THE FOLLOWING AT LEAST 48 HOURS PRIOR TO YOUR NEXT SCHEDULED RENEWAL DATE TO AVOID CHARGE: UPDATE YOUR USER ACCOUNT AT service@kalypsotwistz.com.

IF YOU CANCEL YOUR SUBSCRIPTION, YOU WILL NOT BE ELIGIBLE FOR A PRORATED REFUND OF ANY PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN-CURRENT SUBSCRIPTION PERIOD. WE RESERVE THE RIGHT TO REVOKE YOUR SUBSCRIPTION AT ANY TIME.

Only one initial Bling Box subscription can be purchased to include the free chain and pendant base. Any additional purchases of an initial kit will not include the free items. If you chose, at any time to cancel, your monthly Bling Box subscription and later re-subscribe, your new kit will not include the free chain and pendant base.

Product Information; Limitation on Quantities Excluding any content which may be submitted by Members from time to time, we strive to ensure that the information on the Site is complete and reliable. Certain information may contain pricing errors, typographical errors and other errors or inaccuracies which we may correct without liability. We also reserve the right to limit quantities purchased by Members and to revise, suspend, or terminate an event or promotion at any time without notice (including after an order has been

submitted and/or acknowledged). We do not guarantee that all products described on our Site will be available.

Risk of Loss

Any merchandise purchased from our Site will be shipped by a third party carrier. As a result, title and risk of loss or damage for such merchandise will pass to you upon our delivery to the carrier. All missing or damaged shipments or items must be reported within 14 days of shipping to qualify for a replacement based on product availability. If the product is available, a replacement will be shipped. Damaged items must be reported and include a photo to service@kalypsotwistz.com, reviewed by the support agent and a replacement will be issued only for damaged products and does not cover or include packaging of said item. Blemishes to packaging will not be considered as part of a damaged item.

Copyright

The technology underlying, and the entire content included in, the Site, including but not limited to text, graphics or code is copyrighted as a collective work under the United States and other copyright laws, and is the property of Kalypso TwistZ™ and is protected by copyright patents and other intellectual property or proprietary rights. All rights reserved.

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privacy or result in the violation of any applicable law or regulation.

Warranty Disclaimer

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Limitation of Liability

Kalypso TwistZ™ shall not be liable for any indirect, incidental, special or consequential damages that result from the use of, or the inability to use, the site or materials on or provided through the site, even if Kalypso TwistZ™ has been advised of the possibility of such damages. In no event will Kalypso TwistZ™'s liability to you exceed the amounts that you paid to Kalypso TwistZ™ in connection with your Kalypso TwistZ™ membership. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In the event a product 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, Kalypso TwistZ™ shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. Kalypso TwistZ™ shall have the right 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, Kalypso TwistZ™ shall immediately issue a credit to your credit card account in the amount of the charge. Kalypso TwistZ™ has no liability for injury or damage caused by products within the box. These Terms are applicable to you upon your accessing the Site. These Terms, or any part of them, may be modified or terminated by Kalypso TwistZ™ without notice at any time, for any reason. Kalypso TwistZ™ reserves the right to limit discount codes to one per customer in its sole discretion. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification, and Miscellaneous, shall in all events survive any termination of these Terms and your use of the Site. ARBITRATION AGREEMENT AND CLASS

ACTION WAIVER: Purpose: This Arbitration Agreement facilitates the prompt and efficient resolution of any disputes that may arise between you and Kalypso TwistZ. Arbitration is a form of private dispute resolution in which parties to a contract agree to submit their disputes and potential disputes to a neutral third person (called an arbitrator) for a binding decision, instead of having such dispute(s) decided in a lawsuit, in court, by a judge or jury trial. Please read this Arbitration Agreement carefully. It provides that all disputes between you and Kalypso TwistZ LLC shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Except as otherwise provided, entering into this Arbitration Agreement constitutes a waiver of your right to litigate claims in court and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this Arbitration Agreement and can award the same damages and relief as a court (including attorney's fees, if otherwise authorized by applicable law). For the purpose of this Arbitration Agreement, "Kalypso TwistZ" means Kalypso TwistZ LLC and its parents, subsidiaries, and affiliated companies, and each of their respective officers, directors, employees, and agents. The term "Dispute" means any dispute, claim, or controversy between you and Kalypso TwistZ regarding any aspect of your relationship with Kalypso TwistZ, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, gross negligence or reckless behavior), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Agreement (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced. WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT.

Pre-Arbitration Dispute Resolution: For all Disputes, whether pursued in court or arbitration, you must first give Kalypso TwistZ an opportunity to resolve the Dispute. You must commence this process by mailing written notification to Kalypso TwistZ, Inc., 908 Pike Street, Marietta, OH 45750. That written notification must include (1) your name, (2) your address, (3) a written description of the Dispute, and (4) a description of the specific relief you seek. If Kalypso TwistZ does not resolve the Dispute to your satisfaction within 45 days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

Arbitration Procedures: If this Arbitration Agreement applies and the Dispute is not resolved as provided above ("Pre-Arbitration Claim Resolution") either you or Kalypso TwistZ may

initiate arbitration proceedings. In the event that Kalypso TwistZ initiates an arbitration, it may only do so in the federal judicial district that includes your address that you provide in your written notification of Pre-Arbitration Dispute Resolution. Payment of Arbitration Fees and Costs: You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses.

Class Action Waiver: The parties agree that the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, representative action, consolidated action or private attorney general action) unless both you and Kalypso TwistZ specifically agree to do so following initiation of the arbitration. Neither you, nor any other Member of Kalypso TwistZ and/or user of Kalypso TwistZ services, can be a class representative, class member, or otherwise participate in a class, representative, consolidated or private attorney general proceeding. **Limitation of Procedural Rights:** You understand and agree that, by entering into this Arbitration Agreement, you and Kalypso TwistZ are each agreeing to arbitration instead of the right to a trial before a judge or jury in a public court. In the absence of this Arbitration Agreement, you and Kalypso TwistZ might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, you give up those rights. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited in arbitration. The right to appellate review of an arbitrator's decision is much more limited than in court, and in general an arbitrator's decision may not be appealed for errors of fact or law.

Site

Use of the Site for any illegal or unauthorized purpose is strictly prohibited.

Indemnification

You agree to indemnify, defend, and hold harmless Kalypso TwistZ™, its officers, directors, employees, agents, licensors and suppliers from and against all losses, liabilities, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms, or any activity related to use of the Site (including negligent or wrongful conduct) by you or any other person accessing the Site using your Internet account.

Privacy

Registration data and certain other information about you are subject to our

Privacy Policy. You understand that the technical processing and transmission of this Site may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Third-Party Links: In an attempt to provide increased value to our visitors, Kalypso TwistZ™ may link to sites operated by third parties. However, Kalypso TwistZ™ has no control over these linked sites, all of which have separate privacy and data collection practices, independent of Kalypso TwistZ™. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, Kalypso TwistZ™ seeks to protect the integrity of its Site and the links placed upon it and therefore requests any feedback on not only its own Site, but for sites it links to as well (including if a specific link does not work). Miscellaneous: These Terms constitute the entire agreement between you and Kalypso TwistZ™ with regard to your use of the Site. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms. Kalypso TwistZ™ may assign its rights and duties under this Agreement to any party at any time without notice to you.