



xoxo GINA TERMS OF USE

("Agreement")

ACCEPTANCE OF TERMS THROUGH USE

Welcome to xoxogina.com By using this Site or by clicking "I agree" to this Agreement, you ("**User**") signify your agreement to these terms and conditions. If you do not agree to this Agreement, please do not use this Site and do not click "I agree." Please check this Agreement periodically for changes as the owner of this Site, xoxo Gina, LLC (hereinafter referred to as "**xoxo Gina**" or simply as "**Company**") reserves the right to revise this Agreement. In the event of a change to this Agreement, your continued use of this Site following the posting of any changes constitutes acceptance of such changes. The Company reserves the right to terminate a User's use of this Site at any time without notice and may do so for any breach of this Agreement.

YOU MUST BE 18 OR OLDER TO AGREE TO THIS AGREEMENT AND USE THIS SITE

This Agreement must be completed, understood and agreed to by a person 18 or older. If a parent or guardian wishes to permit a person under 18 to access this Site, they should email the Company with their explicit permission and acceptance of full legal responsibility. If you are not yet 18 or are accessing this Site from any jurisdiction where this material is prohibited, please exit now as you do not have proper authorization.

LICENSE TO USE THIS SITE

Upon your agreement, Company hereby grants you a non-exclusive, non-transferable limited license to use this Site in strict accordance with the terms and conditions in this

Agreement. You agree not to make any false or fraudulent statements as you use this Site. You acknowledge and agree that all content and services available on this Site are property of the Company and are protected by copyrights, trademarks, service marks, patents, trade secrets, and other proprietary rights under the laws and regulations of the United States and internationally. All rights not expressly granted herein are fully reserved by the Company, its advertisers, and licensors. You agree to pay for any and all purchases and services using your name and credit card through this Site, not to challenge any such charges and to pay for all collections and/or attorneys' fees resulting from any non-payment.

Privacy

Your access to and continued use of this Site is also governed by Company's Privacy Policy. Please review the Privacy Policy here: [\(Insert Hyperlink\)](#).

LICENSE RESTRICTIONS

Use

Except as may be explicitly permitted, you agree not to save, download, cut and paste, sell, license, rent, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from materials from this Site. Systematic retrieval of data or other content from this Site to create or compile, directly or indirectly, a collection, database or directory without written permission from

the Company is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in this Agreement is prohibited.

Security

You agree that if you are issued a Username and Password by the Company, you shall use your best efforts to prevent access to this Site through your Username and Password by anyone other than yourself, including but not limited to, keeping such information strictly confidential, using a secure Username and Password not easily guessed by a third party, and notifying the Company immediately if you discover loss or access to such information by an unauthorized party.

You agree that you shall not try to reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter any executable code, contents or materials on or received via this Site. You understand that such actions are likely to subject you to serious civil penalties and criminal actions and that the Company shall pursue such criminal or civil means to the fullest extent of the law to protect its rights and the rights of its other licensors.

Export

You agree that you shall comply with all applicable export and import control laws and regulations in your use of this Site or materials or services received through this Site, and, in particular, you shall not export or re-export anything on or received through this Site in violation of local or foreign export laws and/or without all required U.S. and foreign government licenses.

Errors and Corrections

While we use reasonable efforts to include accurate and current information on our Site, we do not warrant or represent that the Site will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. We reserve the right to correct any inaccuracies or typographical errors on our Site, including pricing and availability of products and services, and shall have no liability for such errors. We may also make improvements and/or changes to the Site's features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact us at info@xoxogina.com and we'll verify it for you.

LINKS TO OTHER WEBSITES

Our Site contains links to other websites for your information and convenience or to provide additional shopping for various other goods and services through our Merchant and Services Partners. These third-party websites are responsible for, and undertake to maintain, their own Site terms of use. We suggest that you carefully review the terms of use of each Site you choose to access from our Site.

USER'S LICENSE GRANT TO SITE

Except with regard to personal information, all information which you post on this Site or communicate to the Company through this Site (collectively "Submissions") shall forever be the property of the Company. The Company shall not treat any submission as confidential and shall not incur any liability as a result of any similarities that may appear in future Company services or products. Without copy, the Company shall have exclusive ownership of all present and future existing rights to any Submission of every kind and

nature everywhere. You acknowledge that you are fully responsible for the message, including its legality, reliability, appropriateness, originality and copyright. You hereby represent and warrant that your Submission does not infringe the rights of any third party.

USER CONDUCT

By using features of this Site that allow you to post or otherwise transmit information to or through this Site, or which may be seen by other users, you agree that you shall not upload, post, or otherwise distribute or facilitate distribution of any content – including text, communications, video, software, images, sounds, data, or other information – that:

1. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, sexually explicit or graphic, or otherwise in violation of this Site's rules or policies;
2. infringes any patent, trademark, service mark, trade secret, copyright, moral right, right of publicity, privacy or other proprietary right of any party;
3. constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
4. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
5. impersonates any person or entity, including any employee or representative of this Site, its licensors or advertisers.

You also agree that you shall not harvest or collect information about the users of this Site or use such information for the purpose of transmitting or facilitating transmission of

unsolicited bulk electronic email or communications for any other commercial purpose of your own or a third party.

You further agree that you shall not solicit or collect information, or attempt to induce any physical contact with, anyone under the age of 18 without appropriate parental consent.

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LIMITATION OF LIABILITY

Under no circumstances shall the Company, advertisers and/or its licensors be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use or inability to use this Site. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the Company, advertisers and/or its licensors have been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, the Company, advertisers and/or its respective licensors' liability in such jurisdictions shall be limited to the maximum extent permitted by law of your jurisdiction.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, its advertisers, licensors, subsidiaries and other affiliated companies, and their employees, contractors, officers, agents and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use of this Site, or any services, information or products from this Site, or any violation of this Agreement. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with the Company in asserting any available defenses.

LEGAL COMPLIANCE

Company may suspend or terminate this Agreement or User's use immediately upon receipt of any notice which alleges that User has used this Site for any purpose that violates any local, state, or federal law or regulation, or any law of other nations, including but not limited to the posting of information that may violate third-party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault another, that may violate hacking or other criminal regulations of its agent, officers, directors, contractors or employees. In such event, Company may disclose the User's identity due to a subpoena or other legal action, and Company shall not be liable for damages or results thereof and User agrees not to bring any action or claim against Company for such disclosure.

CHOICE OF LAW AND FORUM

This Site (excluding third-party linked Sites) is controlled by the Company from its offices within the State of California, United States of America. It can be accessed from all 50 states as well as from other countries around the world to the extent permitted by Site. As each of these places has laws that may differ from California, by accessing this Site,

both you and the Company agree that the statutes and laws of California shall apply to any actions or claims arising out of or in relation to this Agreement or your use of this Site, without regards to conflicts of laws principles thereof. You and the Company also agree and hereby submit to the filing of any claim only in the exclusive personal jurisdiction and venue of San Diego County, California, United States of America and any legal proceedings shall be conducted in English. The Company makes no representation that materials on this Site are appropriate or available for use in other locations and accessing them from territories where their contents are illegal is prohibited.

MISCELLANEOUS

This Agreement incorporates by reference the Site Submission Rules if this Site allows posting and posts such Rules. This Agreement constitutes the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous (oral, written or electronic) agreement between the parties and shall not be changed except by written agreement signed by an officer of the Company. If any provision of this Agreement is prohibited by law are held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement as much as possible under applicable law shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof and the unenforceable provision shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law.

This Site reserves the right to revise these provisions at its discretion, so check back from time to time to be sure you are complying with the most current version.

Last Revised: March 11, 2025

