

# E.L.F. BEAUTY

## AUTHORIZED ONLINE SELLER TERMS AND CONDITIONS FOR THE UNITED STATES

Effective Date: February 17, 2025

The e.l.f. Beauty Authorized Online Seller Terms and Conditions for the United States (the “Terms”) are issued by e.l.f. Cosmetics, Inc. on behalf of itself and its affiliates for the e.l.f. Beauty family of brands (collectively, “we”), and apply to all Authorized Resellers who have been approved by us to market and sell products sold under the e.l.f. Beauty family of brands, which include those listed at [www.elfbeauty.com/brands](http://www.elfbeauty.com/brands) (“Product(s)”), online in the United States. By accepting authorization to sell Products online, you (“you”) agree to adhere to the following terms.

1. **Terms Governing the Sale of Products Online.** The Terms supplement, amend, and are deemed incorporated into the e.l.f. Beauty Authorized Reseller Policy for the United States (the “Reseller Policy”). You affirm your agreement to adhere to the currently effective Reseller Policy. Except as supplemented or amended by the Terms, the Reseller Policy remains unchanged and in full force and effect as written. Unless otherwise defined herein, capitalized terms shall have the same meanings ascribed to them in the Reseller Policy.

2. **Authorization of Online Sales.** You shall market for sale and sell the brands identified as approved by us in the Application for Website Approval (“Authorized Products”) solely at the website(s) and/or mobile applications identified as approved for the Authorized Products by us in the Application for Website Approval (the “Authorized Website(s)”). You shall not market for sale or sell Products on or through any other website, online marketplace, mobile application, or other online forum. We reserve the right to limit the sale of all or certain Authorized Products on some or all Authorized Websites with written notice to you. You agree to comply with such modifications or restrictions upon receipt of notice.

3. **Operation of the Authorized Websites.**

(a) The Authorized Website(s) must be confined to the specific approved domain name(s). The Authorized Website(s) must not give the appearance that they are operated by us or any party other than you.

(b) Anonymous sales are prohibited. Your full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Authorized Website(s) and must be included with any shipment of Authorized Products from the Authorized Website(s) or in an order confirmation email sent at the time of purchase.

(c) At our request, you will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Authorized Website(s).

(d) The Authorized Website(s) shall have a mechanism for receiving customer feedback, and you shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. You agree to provide copies of any information related to customer feedback (including any responses to customers) regarding the Authorized Products to us for review upon request. You agree to cooperate with us in the investigation of any negative online review associated with your sale of the Authorized Products and to use reasonable efforts to resolve any such reviews. You shall maintain all records related to customer feedback for at least one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require you to disclose identifying information to us about your customers.

(e) The Authorized Website(s) shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.

(f) You shall be responsible for all fulfillment to customers who order Authorized Products through Authorized Website(s), any applicable taxes associated with such purchases of Authorized Products, and any returns of Authorized Products.

(g) Except where you have entered into a drop-shipment arrangement with us (or, with our prior written consent, an Authorized Distributor) whereby we (or the Authorized Distributor) ship Authorized Products on your behalf to customers who order Authorized Products through the Authorized Website(s), under no circumstances shall Seller permit orders to be fulfilled in any way that results in the shipped Authorized Product coming from stock other than your own.

4. **Intellectual Property.** The license granted to you in the Reseller Policy to use the e.l.f. Beauty IP (as defined in the Reseller Policy) is hereby amended to authorize use of the e.l.f. Beauty IP on the Authorized Website(s), subject to the additional quality controls contained herein. You acknowledge that you own no right, title, or interest in any of the e.l.f. Beauty IP except as granted in the Reseller Policy or herein.

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5. **Termination.** We, in our sole and absolute discretion, may terminate our approval for you to market and sell some or all Authorized Products at one or all of the Authorized Websites at any time with written notice. Unless otherwise agreed to by you and us, you must cease all such marketing and sales on the applicable Authorized Website(s) immediately upon receiving notice of such termination. Upon termination of approval to market and sell some or all Authorized Products at one or more Authorized Websites, your authorization to use the e.l.f. Beauty IP related to the applicable Authorized Products on such website(s) shall be revoked. On termination of your status as an Authorized Reseller of some or all Products pursuant to the Reseller Policy, your authorization to market for sale and sell the applicable Authorized Products on the Authorized Websites shall terminate automatically, and you shall immediately cease all marketing and sales of the applicable Authorized Products on the Authorized Websites.

6. **Additional Terms.**

(a) **Indemnification.** You shall, and hereby do, indemnify, defend, save and hold us harmless, and our directors, officers, employees, shareholders, members, partners, counsel, auditors, accountants, agents, advisors and all other representatives and each of the heirs, executors, successors and assigns of any of the foregoing, from and against any and all losses, liabilities, obligations, actions, causes of actions, damages, judgments, executions, claims, and demands whatsoever, in law, admiralty, or equity, known or unknown of any kind to the extent they are caused by, arise from, or are incurred in connection with (a) any breach of, or failure to perform, any term, covenant or condition in the Terms by you, or (b) the negligence or willful misconduct of you or your officers, employees, agents or contractors.

(b) **Availability of Injunctive Relief.** If there is a breach or threatened breach of the Reseller Policy or Sections 2 (Authorization of Online Sales), 3 (Operation of the Authorized Websites), 4 (Intellectual Property), 5 (Termination), or 6(f) (Confidentiality) of the Terms, it is agreed and understood that we will have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in the Terms of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach. No failure, refusal, neglect, delay, waiver, forbearance, or omission by us to exercise any right(s) herein or to insist upon full compliance by you with your obligations herein shall constitute a waiver of any provision herein or otherwise limit our right to fully enforce any or all provisions and parts thereof.

(c) **Modification.** We may amend the Terms with written notice to you. Unless otherwise provided, such amendments will take effect immediately, and your continued use, advertising, offering for sale, or sale of the Authorized Products on the Authorized Website(s) following such notice will be deemed your acceptance of the amendments.

(d) **Waiver.** No waiver of any breach of any provision of the Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing. If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid.

(e) **Entire Agreement.** The Terms (including the e.l.f. Beauty Authorized Online Seller Application for the United States) constitute the entire agreement between the Parties regarding the contemplated transactions and supersede all prior agreements and understandings between the Parties relating to the sale of the Products online.

(f) **Confidentiality.** The Terms constitute our confidential, proprietary information and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without our prior written consent.

(g) **Governing Law and Dispute Resolution.** The Terms and any dispute arising under them shall be governed by, construed, and enforced in accordance with the laws of California, without regard to its choice of law rules. In the event of a dispute over the terms or performance under the Terms, we and you expressly submit to personal jurisdiction and venue in the federal or state courts of record in Alameda County, California. In the event of a breach or threatened breach of the Terms by you, you are responsible for our attorneys' fees and costs associated with any lawsuit or other action necessary to obtain appropriate relief.