

I. Terms and Conditions of Website Use

Intellectual Property Rights

Copyright

The materials and content on the Website, including text, graphics, logos, button icons, images, audio or video clips, data compilations and software, as well as their selection and arrangement, are protected by copyright and/or other intellectual property laws, including laws of the United States and other countries, treaties and international conventions and are the property of Simply Be™, its affiliates or suppliers. Any unauthorized use of the materials or content available on the Website may violate such laws. Simply Be™ does not grant any express or implied right or license under any copyright or other intellectual property in any material or content on the Website, except as authorized in these Terms and Conditions. You may print, download and store copies of material on the Website for your own personal, non-commercial use. You may not charge anyone for use of the material and you may not publish, retransmit or otherwise distribute the material to others. You may not modify the material in any way without the prior written consent of Simply Be™ or the copyright owner.

Trademark

Simply Be[®], the Simply Be logo™ and certain other names or logos displayed on the Website are trademarks, service marks or trade dress owned or licensed by Simply Be™, and all related products and service names, design marks and slogans are the service marks or trademarks of Simply Be™ or its licensors, or of the suppliers of the products or services identified, and are protected by the trademark laws and other intellectual property laws of the United States and other countries, and by international treaties and conventions. Elements of the Website, including, but not limited to the “look” and “feel” of the Website, are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

Non-Confidential Communication

All information, ideas, suggestions or other communications you transmit to Simply Be™ concerning the products or materials on the Website, or other products or materials, shall be on a non-confidential basis and shall become the property of Simply Be™. Simply Be™ and its affiliates shall be free to reproduce, use, disclose or distribute such communications without limitation, compensation to you or other obligation.

Enforcement

Simply Be™ and its affiliates enforce their intellectual property rights to the fullest extent of the law. If you have questions concerning intellectual property rights in materials on the Website, you may write to Simply Be™ at Speciality Home Shopping (US) Limited,

Griffin House, 40 Lever Street, Manchester, M60 6ES United Kingdom, or email us at inquiries@simplybe.com.

Acceptable Use of the Site

The Website and its services are intended to be used for the lawful purchase of the products available on the Website by United States residents for delivery within the United States. The Website may be used only for lawful purposes consistent with the foregoing. It is your responsibility to ensure that your use of the Website complies with these Terms and Conditions of Use. As one of the conditions of your use of the Website, you represent, warrant and agree, as the case may be, to Simply Be™ that:

(a) you will not use (or encourage or help others to use) the Website for any purpose or in any manner that is prohibited by these Terms and Conditions of Use or by applicable law, (b) you will not upload, post or transmit to or distribute or otherwise publish through the Website any materials that: (i) restrict or inhibit any individual who uses any aspect of the Website or its services (a “User”) from using and enjoying the Website; (ii) are unlawful, threatening, hateful, abusive, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit, indecent or endorse or advocate illegal or immoral activity, or violate the rights of any third party; (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, statute, ordinance or regulation; (iv) violate, plagiarize or infringe the rights of third parties, including, without limitation, copyright, trademark, trade secret, patent, rights of privacy or publicity or any other proprietary right; (v) contain a virus, worm, Trojan horse, or any other destructive feature, regardless of whether you intend any damage to the Website and/or its content; (vi) contain any information, software or other material of a commercial nature; (vii) contain advertising of any kind; (viii) impersonate another person, living or dead; (ix) contain chain letters, pyramid schemes or like documents; (x) contain any commercial notices; (xi) contain any information that is presented in any manner or for any purpose other than that which is within the Website’s intended and acceptable use; or (xii) constitute or contain false or misleading indications of origin or statements of fact, including, but not limited to, the use of a false name; (c) you will not upload, post or transmit to or distribute or otherwise publish through the Website any materials anonymously or under a false name; (d) you will represent yourself accurately and truthfully at all times; (e) you grant Simply Be the right to verify independently by any lawful means any information that you transmit to Simply Be through the Website, including, but not limited to, information about yourself; (f) you will not modify, alter, adapt, translate, create derivative works from, reverse engineer, disassemble, decompile or decode the Website, or any element of it for any reason, except as expressly permitted by applicable law; and (g) you will not use any robot, spider, other automatic device, or manual process to monitor or copy the Website or its content, or any substantial part thereof without Simply Be™ prior written consent.

Use and Protection of User Name and Password

If you establish, or are issued, an email address and password for the purpose of making purchases through the Website or gaining access to restricted areas of the Website, if any, you are responsible for maintaining the confidentiality of your user name and password and for restricting access to your computer. You are no longer authorized to use, and you may not use, the email address and password if, at any time, you are no longer authorized to make purchases through, or have access to any restricted areas of, the Website, or if the conditions which entitle you to access cease to exist. You are responsible for all uses of your email address and password whether or not you have expressly or impliedly authorized such use. Simply Be™ is entitled to rely on your compliance with the foregoing, and to assume that any person making purchases or accessing restricted areas of the Website using your email address and/or password is you, or is authorized by you to enter into agreements or make warranties or representations on your behalf.

Indemnification

You agree to indemnify, defend and hold harmless Simply Be™, and all its officers, directors, members, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the “Indemnified Parties”) from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms and Conditions or any use of your user name and password, including, without limitation, attorneys’ fees and costs. You shall cooperate as fully as reasonably required in the defense of any claim. Simply Be™ reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Simply Be™.

Electronic Commerce

When you communicate with Simply Be™ through the Website or send us emails you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Accuracy of Website Material

The material contained on the Website has been checked for accuracy; however, all material is provided without express or implied warranties and Simply Be™ does not warrant that product descriptions or other content on the site is accurate, complete, reliable, current or error free or assume responsibility for any errors or omissions in the material. All prices on this website are subject to change without notice. Although we make substantial efforts to provide you the most accurate, up-to-date information, occasionally, one or more items on our web site may be mis-priced. In the event a

product is listed at an incorrect price due to typographical, photographic, or technical error or error in pricing information received from our suppliers, Simply Be™ shall have the right to refuse or cancel any orders placed for product(s) listed at the incorrect price.

Copyright Infringement Notice

If you believe that any material on the Website infringes a copyright that you own or are authorized to represent, please provide Simply Be™ with a written notice (e-mail is sufficient) that includes the following information: (a) electronic or physical signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) a description of where the material that you claim is infringing is located on the Website; (d) your address, telephone number, and e-mail address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

The above notice should be provided to Simply Be™ copyright agent for notice of claims of copyright infringement on the Website, at inquiries@simplybe.com.

Links to Other Sites

The Website may contain links and pointers to websites operated by third parties. These links are provided solely as a convenience to you and not as an endorsement by Simply Be™ of the contents of such third-party websites. Simply Be™ is not responsible for the content of linked third-party websites and does not make any representations regarding the content or accuracy of materials on such third-party websites. If you decide to access linked third-party websites, you do so at your own risk. In addition, any information that you submit to linked third-party websites will be covered by that website's privacy policy and not by Simply Be™ privacy policy.

Security Rules

You are prohibited from taking any actions that will violate or attempt to violate the security of the Website, including, without limitation (a) accessing data not intended for your use or logging into a server or account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, by means of submitting a virus, worm or Trojan horse to, overloading, "flooding", "mailbombing" or "crashing" the Website; or (d) sending unsolicited e-mail (other than email to us regarding the Website or the goods sold through the Website) promoting and/or advertising products or services (all of the foregoing, the "Security Rules"). Attempts to violate, or violations of, system or network security or the Security Rules may result in civil or criminal liability. Simply Be™ will investigate occurrences which

may involve any such attempts or violations, may report them to law enforcement agencies, and may cooperate with law enforcement agencies in prosecuting users who are involved in such violations or attempted violations.

LIMITATION OF WARRANTIES AND DISCLAIMERS

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS OF USE, THE WEBSITE AND ITS CONTENT ARE PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. SIMPLY BE™, ITS AFFILIATES, PARENTS AND SUBSIDIARIES, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, FITNESS FOR PARTICULAR PURPOSE, QUALITY, ACCURACY, QUIET ENJOYMENT OR WEBSITE AVAILABILITY. WITHOUT LIMITING THE FOREGOING, SIMPLY BE™ MAKES NO WARRANTY THAT THE SERVICES OFFERED ON THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES THAT ARE NOT PERMITTED TO BE EXCLUDED ARE LIMITED TO NINETY (90) DAYS OR SUCH LONGER PERIOD AS APPLICABLE LAW REQUIRES.

WEBSITE CONTENT MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS, INCLUDING, BUT NOT LIMITED TO, ERRORS CONCERNING PRICING, AND SIMPLY BE™ SHALL NOT BE BOUND THEREBY. SIMPLY BE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE WEBSITE OR ITS CONTENT. BY USING THE WEBSITE, YOU AGREE TO THESE TERMS AND CONDITIONS OF USE, AND YOU AGREE TO USE THE WEBSITE AT YOUR OWN RISK. SIMPLY BE™ MAY CHANGE THE WEBSITE AT ANY TIME AND RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE WEBSITE.

SIMPLY BE™ DOES NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE WEBSITE OR THE CONTENTS RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, SIMPLY BE™ IS NOT RESPONSIBLE FOR THOSE COSTS. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS WEBSITE AND THE INTERNET GENERALLY.

SIMPLY BE™ SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION,

INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OF OR ACCESS TO, OR THE INABILITY TO USE OR ACCESS, THE WEBSITE, ITS CONTENT AND/OR ANY DOCUMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SIMPLY BE™ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OR LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATIONS SET FORTH IN THE ABOVE PARAGRAPH MAY NOT APPLY TO YOU. IF THE LIMITATIONS SET FORTH ABOVE ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN SIMPLY BE'S MAXIMUM LIABILITY TO YOU FOR ANY TYPE OF DAMAGES SHALL BE LIMITED TO THE GREATER OF (A) \$100.00 OR (B) THE DOLLAR AMOUNT OF PURCHASES YOU MADE THROUGH THE WEBSITE DURING THE TWELVE MONTHS PRIOR TO THE DATE THE CLAIM AROSE, OR SUCH LARGER AMOUNT AS APPLICABLE LAW REQUIRES.

Governing Law

By visiting the Website you agree that the laws of the State of Florida without regard to principles of conflict of laws, and any applicable federal law, will govern your use of the Website, the interpretation of the Terms and Conditions of Use and any dispute of any sort relating to your use of, or purchases through, the Website that might arise between you and Simply Be™ or its affiliates.

Simply Be™ makes no representation that the content, materials, services or information available on the Website are appropriate for access outside of the United States and accessing them from jurisdictions where they, or any of them, are illegal is prohibited. Those who choose to access this Website from outside the United States do so on their own initiative, at their own risk, and are responsible for compliance with local laws.

General

Except as expressly provided in a particular "Notice" or text on a particular Web page of the Website, these Terms and Conditions of Use, including the terms and conditions of sale and the privacy policy, set forth the entire understanding and agreement between Simply Be™ and you with respect to the subject matter hereof. If any provision of these Terms and Conditions of Use is held to be invalid or unenforceable, such provision shall be modified only to the extent necessary to make it valid and enforceable and the remaining provisions shall be enforced. Simply Be's failure to act with respect to a breach by you or others does not waive Simply Be™ right to act with respect to subsequent or similar breaches. You acknowledge that by submitting communications to Simply Be™, no confidential, fiduciary, contractually implied or other relationship is created between you and Simply Be™ other than pursuant to these Terms and Conditions.

Changes to Terms and Conditions of Use

Simply Be™ reserves the right to change the Terms and Conditions of Use from time to time in its sole discretion. Your use of the Website will be subject to the most current version of the Terms and Conditions of Use posted on the Website at the time of such use. If Simply Be™ changes these Terms and Conditions of Use, a notice will be posted on the home page of the Website and the date of the latest change will be noted. If you have not read the Terms and Conditions since the date of the last change, please read the revised Terms and Conditions, as they will govern your use of the Website. Your continued use of this site after we post such notice will constitute your acceptance of the new Terms and Conditions.

Complaints, Questions or Comments

If you have any complaints, questions or comments about these Terms and Conditions of Use, the Website and/or the Content, or wish to contact us for any other reason, our contact information is as follows:

Mail Address: Speciality Home Shopping (US) Limited, Griffin House, 40 Lever Street,
Manchester, M60 6ES United Kingdom

Telephone: 1-877-407-4675

Email: inquiries@simplybe.com

© 2010 Speciality Home Shopping (US) Limited
“Simply Be” is a registered trade mark
All Rights Reserved.

II. Terms and Conditions of Purchases and Sales

By placing an order with Simply Be™, you agree that the Terms and Conditions in this Section II. of the Terms and Conditions of Website Use, as well as all applicable terms in Section I, apply to all aspects of your order. These Terms and Conditions are subject to change at any time without notice, however, the Terms and Conditions in effect when you place your order will govern that order. Later changes will apply to subsequent orders.

Please contact our Customer Service team before placing an order if you have any questions about these Terms and Conditions.

Ordering

You must be over thirteen (13) years of age to order from this site. If you are under thirteen your parent or guardian must place the order. If you are between thirteen and eighteen years of age please ensure you have your parent's permission before placing your order. Further, to the extent that any product offered on the Website is subject to an age requirement for purchase in the jurisdiction from which it is ordered or to which it is to be delivered, you may not purchase such product unless you are of the requisite age.

You warrant that you are authorized to use the credit, paypal account or debit card you are using to order from us and you have sufficient funds. When you place an order with us you represent and agree that the goods you order are retail purchases and not for commercial resale.

If there are any changes to the personal information you supply to us, including, but not limited to, your name or address, it is your responsibility to let us know as soon as possible to avoid misdirected orders.

Limits On Purchases

We do not authorize the purchase of our merchandise for resale purposes. To enforce this policy, we may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer, the same credit card, and/or orders that use the same billing and/or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. We also reserve the right to cease doing business with those customers violating this policy.

Our Delivery Service

The stated delivery period within which you will receive your order is approximate. Goods will be sent to the address you specify in your order. If you are ordering more than one item, your goods may be sent to you in installments. Please wait 7 days before contacting our inquiries team if all your items are not together as your goods may arrive on separate days.

Provided the items you order from us are in stock, we aim to deliver them to the address you specify within 7-10 working days of dispatch from our warehouse. Please be aware that we do not have an express delivery option unless otherwise indicated when you order goods from us.

Shipping and Handling

We reserve the right to charge \$8.99 to cover the cost of shipping and handling on each order you place.

Backorder

If you order an item that is backordered, we will so advise you and give you our best estimate of the time frame in which the item will be available. If the item is not expected to be available within thirty (30) days, you will be offered the option to cancel your order for the item. If the item is expected to be available within thirty (30) days but you nevertheless wish to cancel your order for the item you, of course, may do so, in accordance with our cancellation policy.

Delivery to a Different Address

You may send your order to a different address other than your billing address if you wish. If you want to take advantage of this facility, simply click "Add new address" on the checkout page and follow the instructions given. Please note you can only send items from a single order to one address, whether it is the billing address or an alternate. Multi address delivery for single orders is not available.

Received Orders

If you haven't received an item that appears on your packing slip(s), please inquire about it as soon as possible. We'll assume that all the items have been successfully delivered unless we hear from you within thirty (30) days of the original order date.

Payment Options

You can use one of the following payment options to order from us:-

By phone with your credit card

You can call on our toll free payment line on 1-877-407-4675 - Simply Be accepts most major credit/debit cards

- Visa
- MasterCard
- American Express
- PayPal

All cardholders who place an order with us are subject to appropriate validation checks and authorization by the card issuer. If your card issuer refuses to authorize the payment to us, we may delay or cancel your order without liability

Our payment line is open 7am-11pm 7 days a week. You'll need a few details from your card – specifically the card type, card number, expiry date and Card Verification Number*.

*Your Card Verification Number is also known as the Card Verification Value [CVV] - it's a unique security code that is printed on your card for extra security. Your CVV code isn't printed on receipts, so it is difficult for anyone other than a genuine cardholder to know it. On some credit cards there is a numeric code printed on the signature strip on the reverse of the card, and the last three digits of this numeric code is the CVV code. On other credit cards the CVV may be four digits and printed in a location on the front of your card.

By mail with your debit or credit card

Copy the numbers from the center of your card into the boxes on your payment slip or order form. Please do NOT write your Card Verification Number onto any form. Fully complete the rest of the form and return to us.

For your own protection, never send cash through the mail.

Customs Duties and Fees

Please note that U.S. import law may impose duties and/or fees for certain shipments. These duties and fees are not included in the price of the order and, should they be levied, are the responsibility of our customers.

If we are required to charge you state or local sales taxes, these will be added at the time of your order.

Returns

Returning Goods

If for any reason you want to send back something you've bought from us, you can make use of our simple returns service; simply return it in as new condition with all tags attached within 30-days of receipt.

Simply Be™ uses SmartLabel™ to make returns easier. No postage is required as the cost of the return (\$6.95) will be deducted from your refund. Simply attach the SmartLabel™ found on the packing slip to the front of your parcel and either drop it in a mailbox, give it to your postal carrier or drop it off at the Post Office. Please note we cannot accept returns sent by any other method. Original shipping fees are non-refundable. If you have lost or have a damaged SmartLabel™ please contact our inquiries team to arrange a replacement.

Every parcel we send out includes a packing slip, which lists its contents. When returning an item or items, please fill in, detach and send back to us the return section of the packing slip, following the 'How to Return an Item' instructions. It's important that you return this, or a copy, with your return, as this information will help us to improve our quality control when we examine the returned goods, as well as facilitate a swift refund. If you don't have your return section, simply write on a piece of paper the item number, your reason for returning and your name, address and make sure you enclose it with the goods.

The return will be processed once your goods are received into our UK warehouse. It may take 3-5 working days for the credit to appear on your payment method after the goods have been processed.

Ordering Replacement Goods

Unfortunately we cannot process exchanges with your return documentation. If you would like a replacement this needs to be processed as a separate order. Simply go online to www.simplybe.com © or call our enquiries team.

Order Cancellation or Change

If you'd like to cancel items please call our customer service number at 1-877-407-4675 as soon as possible, our contact center is open from 7am until 11pm 7 days a week Eastern Standard Time. Unfortunately, it is not possible to cancel orders through the Website. We'll do what we can to accommodate your request, but please bear in mind that our order fulfillment and shipping systems are designed to get orders on their way quickly and efficiently. Therefore, we cannot change or cancel an order once it has entered the shipping process. If your cancellation or change request is received after the goods have entered the shipping process, they will be shipped and charged to your credit card. They will, however, be subject to our normal return policy described above should you wish to return them.

Please note: If you cancel an item that qualified you for a promotion or special discount, you may no longer receive that discount or promotion.

Where we notify you that items are backordered or will be delayed in delivery, your cancellation rights will be specified in our communications to you.

Important Conditions

We reserve the right to terminate our agreement with you and suspend or terminate your access to order from the site without notice to you:

- if we have grounds for suspecting you committed or are about to commit, or are connected to, fraudulent or illegal activity via Simply Be™; or
- if you have failed to make valid and due payment to us or if you breach any of these Terms and Conditions.

If you breach these Terms and Conditions, or Simply Be™ incurs any liabilities arising from your orders with us, you will be responsible for the costs and expenses that we or our officers, directors, or employees incur as a result of the breach, including our reasonable legal costs.

When placing an order, you agree that all the information you provide is accurate and complete including your contact details and address. You warrant that you will not use an invalid credit card or false name to order from us. All orders are subject to and conditional upon acceptance by us.

LIMITATION OF WARRANTIES AND DISCLAIMERS

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS OF PURCHASES AND SALES, AND SUBJECT TO APPLICABLE LAW, ALL GOODS ARE SOLD ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. SIMPLY BE, ITS AFFILIATES, PARENTS AND SUBSIDIARIES, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, QUALITY OR THAT THE GOODS WILL MEET YOUR REQUIREMENTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES THAT ARE NOT PERMITTED TO BE EXCLUDED ARE LIMITED TO NINETY (90) DAYS OR SUCH LONGER PERIOD AS APPLICABLE LAW REQUIRES.

SIMPLY BE™ SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR

DAMAGES RESULTING FROM LOST DATA, OR BUSINESS INTERRUPTION) RESULTING FROM ANY GOODS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SIMPLY BE™ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATIONS SET FORTH IN THE ABOVE PARAGRAPH MAY NOT APPLY TO YOU. IF THE LIMITATIONS SET FORTH ABOVE ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN SIMPLY BE'S MAXIMUM LIABILITY TO YOU FOR ANY TYPE OF DAMAGES SHALL BE LIMITED TO THE GREATER OF (A) \$100.00 OR (B) THE DOLLAR AMOUNT OF PURCHASES OF GOODS FROM SIMPLY BE™ YOU MADE DURING THE TWELVE MONTHS PRIOR TO THE DATE THE CLAIM AROSE, OR SUCH LARGER AMOUNT AS APPLICABLE LAW REQUIRES.

III. Our Privacy Policy (Last Revised 7/7/2010)

At Simply Be™ we value our customers and respect your privacy. Accordingly, we want you to understand what information we collect about you, how we use it, and the safeguards we have in place to protect it. This policy describes the personal information we collect about you, why we collect it, how we use it, and when we share it with third parties. Our policy also describes the choices you can make about how we collect and use your information. If our policy changes, we will post an updated policy on the Website. You can tell if the policy has changed by checking the revision date that appears above.

The Information We Collect

When you shop via the Website or our catalogue we obtain from you the information we need to complete your transaction and other information you share that may be useful and enhance your experience as a customer. This information may include your name, address, telephone number, email address, birthday, driver's license number, gender, personal interests, etc., and information concerning your manner of payment, such as credit or debit card numbers and banking information.

If you register with Simply Be™, we will collect the information you submit on-line in connection with that process.

We may, from time to time, run promotions, programs, surveys, contests or sweepstakes on the Website. If you chose to participate in any of these events we may collect additional information about you in connection with that participation.

We may obtain information about the specific products or services you use, or your product or service preferences from your transactions and other interactions with us.

We also may sometimes obtain information from you about other people. For example, if you have an item shipped directly to a third party, we may obtain that party's name and address.

We may also collect consumer information from third-party providers to improve the accuracy of our customer database or increase our understanding of our customers. For example, we may contract with services such as the National Change of Address Service, licensed by the U.S. Postal Service, to assist us in having correct addresses for our customers.

We may combine some or all of the above information with information that we acquire about you from third parties or affiliates.

Using the Information We Collect

We may use the information we collect for various purposes, including:

- To process and fulfill your order, and to send you emails to confirm your order status and shipment
- To provide any services you request
- To respond to your customer service inquiries or requests
- To notify you of product recalls or provide other information concerning products you have ordered
- To help protect against fraudulent use of your personal information or protect the security or integrity of the Website and our business
- To send you our catalogs or other direct mail offerings
- To send you email or other communications
- To administer and fulfill our customer recognition programs, sweepstakes, contests and similar promotions
- To identify your product and service preferences to inform you of new or additional products, services, or promotions that might be of interest to you
- To analyze trends and statistics
- To enhance your shopping experience in various ways, such as improving merchandise selections, customer service or via surveys

Information We Share With Others

We may share your personal information in the following ways:

- We may provide information to other companies that provide support services that help us bring you the products and services we offer, market our products and services, process your transactions and orders, fulfill promotions, contests or sweepstakes, or conduct surveys.
- We may provide information to certain carefully selected third party companies that may use the information to let you know about their products or services,.
- We may be required to disclose information we collect pursuant to lawful requests, such as subpoenas or court orders, or in compliance with applicable laws. We may also disclose that information when we believe disclosure is appropriate to protect the rights, interests and property of Simply Be™ or others, and to protect the safety of customers, employees or others. This may include sharing information with other companies, attorneys, credit bureaus, agents or governmental agencies in connection with issues related to fraud, credit or debt collection.
- If the ownership of all or part of the business of Simply Be™, its parent or affiliates were to change, information about customers pertinent to that business's or business segment's operations might be transferred to, or licensed for use by, the new owner. Simply Be™ might also retain some or all of the information. In addition, parties exploring a potential transaction described above that is not

consummated might be granted access to some information for purposes of evaluation of the transaction pursuant to a suitable confidentiality agreement.

Safeguarding the Information We Collect

Protecting your personal information is important to us at Simply Be™. We protect against unauthorized disclosures by limiting access to information only to our employees that need it to do their jobs. Simply Be™ employees are aware of their responsibility to protect this information and our customer's privacy.

We also limit the information we provide to outside companies to information we believe is appropriate to enable them to carry out their responsibilities under our contracts or to offer you their products and services. We will ensure that they have appropriate information security safeguards, and that the information provided be used only for the authorized purpose.

Children's Privacy

We do not knowingly collect personally identifiable information from children under the age of 13 on the Website.

Security of Online Transactions

We aim to make your shopping with us as safe and secure as we possibly can. We have taken steps to build systems that protect your details while making purchases on our website. We encrypt your personal information when transmitting over the Internet using Secure Socket Layer (SSL) security software. Once we receive your transmission we store this within our physical facilities using appropriate security to protect against loss, misuse or unauthorized alteration. Unfortunately we cannot guarantee that transmissions over the Internet are 100% secure.

You may see a lock (image) or an unbroken key (image) at the bottom of your web browser when entering the 'checkout' page. This means you have a secure connection with our site. Your browser URL line will also show 'https' as its first characters to signal a secure server.

PLEASE BE AWARE THAT NORMAL EMAILS SENT USING THE "CONTACT US" FORM OR VIA A PERSONAL EMAIL ACCOUNT ARE NOT A SECURE MEANS OF COMMUNICATION. DO NOT SEND SENSITIVE PERSONAL INFORMATION OR CREDIT CARD INFORMATION THIS WAY

Your Choices Regarding the Use of the Information We Collect

You may use any of the following methods to advise us of choices you wish to make concerning use of information about you:

Postal Mail

If you do not want to receive catalogues or other promotional mail (*e.g.*, postcards) from Simply Be™, you may:

- write to us at: Simply Be, 777 South State Road 7, Margate, Florida, USA, 33068
- call us at 1-877-407-4675, or
- email us at inquiries@simplybe.com

Emails

If you have subscribed to receive promotional email offers and updates, you may unsubscribe at any time.

- You can click on the “unsubscribe” hyperlink shown in all Simply Be email offers and follow the instructions
- You may also write to us at: Simply Be, 777 South State Road 7, Margate, Florida, USA, 33068
- call us at 1-877-407-4675, or
- email us at inquiries@simplybe.com

Please note that even if you opt out from promotional email offers and updates, information about your orders and order status will continue to be provided via email when you purchase through the Website.

Sharing with Other Companies

If you prefer that we NOT share information about you with any of the companies not affiliated with Simply Be™, please let us know by:

- writing to us at: Simply Be, 777 South State Road 7, Margate, Florida, USA, 33068
- calling us at 1-877-407-4675, or
- emailing us at inquiries@simplybe.com

Notice to California Residents - Your California Privacy Rights

Under California Civil Code § 1798.83, a California resident with whom Simply Be has an established relationship has the right to request certain information concerning the types of personal information Simply Be has shared with third parties for their direct marketing purposes, and the identities of those third parties, within the immediately preceding calendar year (*i.e.*, requests made in 2009 will receive information regarding information shared in 2008), subject to certain exceptions. All requests for such information must be in writing and sent by mail to: Simply Be, 777 South State Road 7, Margate, Florida, USA, 33068 or by email to: inquiries@simplybe.com

This same California law permits Simply Be™ to provide you, in response to your written request, with a cost-free means to choose not to have your information shared rather than providing the above described information. You may exercise that choice by any of the means described under “Sharing with Other Companies” above.

Updating Your Contact Information

You can update or correct your name, address, telephone number, email address or other information that may change by:

- writing to us at: Simply Be, 777 South State Road 7, Margate, Florida, USA, 33068
- calling us at 1-877-407-4675 or
- emailing us at inquiries@simplybe.com

Simply Be™ Customers’ Privacy

Unauthorized Charges

If unauthorized charges (as determined by your card issuer) are made on your credit or debit card as a result of purchases made on the Website utilizing our secure servers, Simply Be™ will reimburse you for up to \$50 of any amounts you are required to pay by the card issuer. Also, under the Fair Credit Billing Act, your credit card provider cannot hold you liable for more than \$50 of unauthorized charges on a credit card. Your liability for unauthorized use of a debit card may be higher, but many debit card issuers voluntarily apply the \$50 limit to their cards as well. You need to determine for yourself whether your debit card issuer has such a policy.

It is important to remember that in the event of unauthorized use of your credit or debit card, you must promptly notify the card issuer pursuant to its reporting rules and procedures.

Use of Cookies and Pixel Tags

The website uses “cookies” and “pixel tags” to allow us to understand how customers use the site and to enhance or personalize your browsing and shopping experience. A cookie

is a small data file that can be stored on your computer. They allow a website to recognize users when they return to a site.

“Cookies” help us to learn more about how frequently particular pages are visited and to determine the most popular areas of the Website which will then help us to improve your shopping experience. We use cookies to monitor and facilitate usage of the Website. We also use cookies to help us target our marketing and to personalize your visit and make it more user-friendly, for example by allowing us to save your user name and/or password so that you do not have to re-enter this information on every visit from the same computer. We use a company called Google Analytics to gather certain information about how you browse and search and buy from the site. To do this we place cookies on your computer that collect information on our behalf. We use this information to improve our services and your shopping experience. Google Analytics does not collect passwords or credit card information. The system is used to analyze the data collected, which is then passed back to us via a secure connection.

Pixel Tags are small strings of HTML code that are placed in a Web page. They are sometimes called “clear GIFs” (Graphics Interchange Format) or “Web Beacons.” Pixel Tags are most often used in conjunction with cookies and paid search listings.

Because a Pixel Tag is only 1 pixel high by 1 pixel wide, it appears invisible on your computer screen. If Pixel Tags were made larger (*e.g.*, 100 pixels high by 100 pixels wide), it would take much longer for your Web page to load and would clutter up the page that you have requested.

You can set your browser not to accept cookies or to notify you when you are sent a cookie, giving you the opportunity to decide whether or not to accept it. However, if you do not accept cookies, some features of the Website will not function properly and may not be available.

Aggregate Information

We collect non-personal information about how users navigate through the Website. We may aggregate this information to improve our site, and we may share this information with our affiliates or other outside companies. This aggregated information does not include individual names or personal data, so it does not identify you or any other customer.

Links to Other Sites

For your convenience and information, the Website may include links to other sites operated by third-parties. Such linked sites have their own privacy policies, which may differ significantly from ours. Information you submit to linked sites is subject to the privacy policies of those sites, and Simply Be™ is not responsible for the content or practices of any linked site. We recommend that you review the privacy policy of any site that you access through the Website.

Changes to this Policy

We may change our privacy policy from time to time. If we change our privacy policy in the future, we will let you know by posting the updated policy at this website. We encourage you to check our policy periodically. You can tell if it has changed by checking the revision date that appears at the beginning of the policy. If you would like further information, or have any questions about our privacy policy:

- please write to us at Simply Be, 777 South State Road 7, Margate, Florida, USA, 33068
- call us at 1-877-407-4675 or
- email us at inquiries@simplybe.com

© 2010 Speciality Home Shopping (US) Limited
“Simply Be” is a registered trade mark
All Rights Reserved.