

# SABA.US TERMS OF USE

Revised: February 2019

## 1. ACCEPTANCE OF TERMS

Welcome to SABA.us ("Site"), owned and operated by Essity Hygiene and Health AB. Essity permits access to the Site subject to the following Terms of Use ("TOU"). Essity may, at its discretion, update the TOU at any time. You can access and review the most current version of the TOU at the URL for this page or by clicking on the "Terms of Use" link at the bottom of each page of the Site.

PLEASE REVIEW THE TOU CAREFULLY. BY REGISTERING FOR AN ACCOUNT, PLACING AN ORDER, ACCESSING OR OTHERWISE USING THE SITE, YOU AGREE TO BE BOUND BY THE TOU, INCLUDING ANY REVISIONS.

## 2. PRIVACY POLICY

In addition to the TOU, the Essity Privacy Policy governs your access to and use of the Site.

## 3. GRANT OF RIGHTS

Subject to your compliance with the TOU in all material respects, Essity grants you a limited, personal, non-exclusive, revocable right to access and use the Site.

## 4. REGISTRATION

1. You may browse the Site without registering, but some features may not be accessible unless you register. In registering for the Site, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the Site's registration form (the "Registration Data"); and  
(ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Essity has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Essity may suspend or terminate your account.
2. You are fully responsible for all activities that occur under your account. You may not share your account or password with anyone. You agree to notify Essity immediately of any unauthorized use of your account or password or any other similar breach of security.
3. You represent and warrant that you are: (i) over eighteen years of age or the age of majority in our jurisdiction, whichever is greater; (ii) of legal age to form a binding contract; (iii) of obtaining parental permission to anyone under 13 years of age; and (iv) not a person barred

from using the Site under the laws of the United States or any other applicable jurisdiction.

## 5. RESPONSIBILITY FOR CONTENT

1. You acknowledge and agree that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the Site, whether publicly posted or privately transmitted ("Content"), are the sole responsibility of the person from whom such Content originated. This means that you, and not Essity, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the Site ("Your Content"), and other users of the Site, and not Essity, are similarly responsible for all Content they upload, post, email, transmit or otherwise make available through the Site ("User Content").
2. You acknowledge and agree that Essity has no obligation to pre-screen Content (including, but not limited to, Your Content and User Content), although Essity reserves the right in its sole discretion to pre-screen, refuse or remove any Content. Without limiting the generality of the foregoing, Essity shall have the right to remove any Content that violates the TOU or that it deems objectionable.

## 6. RIGHTS TO CONTENT

1. Essity does not claim ownership of Your Content. However, you grant Essity and its service providers a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable, transferable license to use, distribute, reproduce, modify, adapt, create derivative works, publicly perform and publicly display Your Content. You understand that the technical processing and transmission of data associated with the Site, including Your Content, may require: (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.
2. Except with respect to Your Content, you agree that Essity and its licensors own all rights, title and interest in the Site and all Content within the Site. You may not: (i) reproduce, distribute, alter, modify, create derivative works from or publicly display any Content (except Your Content); (ii) frame or utilize any framing technique to enclose any Content; or (iii) decompile, reverse engineer, reverse assemble or otherwise attempt to discover any source code for any software within or associated with the Site.
3. The Essity, Saba®, Saba® UltraInvisible™, Saba® Buenas Noches™, Saba® Diarios™ names and logos are trademarks of Essity or its affiliates ("Essity Marks"). You agree not to display or use in any manner any Essity Mark without Essity's prior written consent.

## 7. USER CONDUCT

In connection with your access to or use of the Site, you shall not:

1. upload, post, email, transmit or otherwise make available any Content

that: (i) is illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or otherwise

objectionable; (ii) you do not have a right to make available under any law or under contractual or fiduciary relationships (such as confidential or proprietary information learned as part of an employment relationship or under a non-disclosure agreement); (iii) infringes any patent, trademark, trade secret, copyright or other proprietary right of any party; (iv) consists of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation; or (v) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

1. impersonate any person or entity, including, but not limited to, Essity personnel, or falsely state or otherwise misrepresent your affiliation with any person or entity;
2. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Site;
3. disrupt the normal flow of dialogue, cause a screen to scroll faster than other users of the Site are able to type, or otherwise act in a manner that negatively affects the ability of other users to use the Site;
4. take any action that imposes an unreasonable or disproportionately heavy load on the Site or its infrastructure;
5. interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
6. use spiders, crawlers, robots or any other similar means to access the Site or substantially download, reproduce or archive any portion of the Site;
7. sell, share, transfer, trade, loan or exploit for any commercial purpose any portion of the Site, including, but not limited to, your user account and password; or
8. violate any applicable local, state, national or international law or regulation.

#### 8. RATINGS AND REVIEWS

If you submit ratings or reviews for any products on the Site, you agree, warrant and covenant that the ratings and reviews that you submit will: (a) be accurate and not false, misleading or deceptive; (b) not include any URL external to the Site; (c) not reference any physical address, email address, phone number or other contact information; (d) fully disclose any connection between you and a person or company with a financial interest in the product or a directly competing product and not express sentiments by or on behalf such person or company; and (e) not be submitted for any form of compensation or consideration from any party.

9. DEALINGS WITH ADVERTISERS AND OTHER THIRD PARTIES

Your dealings with advertisers and other third parties who market, sell, buy or offer to sell or buy any goods or services on the Site, including payment or delivery of such goods or services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser or other third-party. You agree that Essity shall not be liable for any loss or damage of any kind incurred as a result of any such dealings.

#### 10. LINKS AND EXTERNAL MATERIALS

The Site or users of the Site may provide links to other websites or resources. You acknowledge and agree that Essity does not endorse and is not responsible for any content, advertising, products, services or other materials on or available through such sites or resources ("External Materials"). These sites are subject to different terms of use and privacy policies which you are responsible for reviewing. You further acknowledge and agree that Essity shall not be liable for any damage or loss caused by or resulting from use of or reliance on any External Materials.

#### 11. MODIFICATIONS TO THE SITE

Essity reserves the right at any time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that Essity shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site (or any portion thereof).

#### 12. TERMINATION

In the event that you violate the TOU, all rights granted to you under the TOU shall be terminated immediately, with or without notice, and Essity, in its sole discretion, may remove and discard Your Content.

#### 13. INDEMNIFICATION

You agree to indemnify and hold Essity and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your use of the Site or violation of the TOU.

#### 14. PRODUCT DESCRIPTIONS

Essity attempts to be as accurate as possible. However, Essity does not represent or warrant that product descriptions or any other Content is accurate, complete, reliable, current or error-free.

#### 15. HEALTH INFORMATION DISCLAIMER

Some portions of the Site may provide information about which Essity products may work best for you based upon information that you provide. However, the Content on the Site is presented in a summary fashion and is intended to be used for educational purposes only. The Content is not intended to be and should not be interpreted as a recommendation for a specific treatment plan, course of action or medical or healthcare provider. Your use of the Site does not create a doctor/patient relationship. THE SITE DOES NOT OFFER MEDICAL ADVICE AND NOTHING

CONTAINED IN THE SITE IS INTENDED TO



CONSTITUTE PROFESSIONAL ADVICE FOR MEDICAL DIAGNOSIS OR TREATMENT. You should not use the Site to diagnose a health or fitness problem or disease. Use of the Site does not replace medical consultations with a qualified health or medical professional to meet the health and medical needs of you or any other party. Essity disclaims all responsibility for the professional qualifications and licensing of, and services provided by, any physician or other health provider referred to on the Site. Do not disregard the medical advice of a physician or health professional, or delay in seeking such advice, because of any information you obtain from the Site.

#### 16. DISCLAIMER OF WARRANTIES

1. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, ESSITY AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS ("ESSITY PARTIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT, NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. THE ESSITY PARTIES MAKE NO WARRANTY THAT: (i) THE SITE WILL MEET YOUR REQUIREMENTS; (ii) ACCESS TO THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE WILL BE ACCURATE OR RELIABLE.

#### 17. LIMITATION OF LIABILITY

. YOU ACKNOWLEDGE AND AGREE THAT THE ESSITY PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS, EVEN IF THE ESSITY PARTIES HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL ESSITY'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING UNDER OR RELATING TO THE TOU OR YOUR USE OF THE SITE EXCEED THE AMOUNT RECEIVED BY ESSITY FROM YOUR TRANSACTIONS WITH ESSITY ON THE SITE IN THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH ANY SUCH CLAIM AROSE.

a. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

#### 18. GOVERNING LAW

The TOU shall be governed by and construed and enforced in accordance with the laws of the United States of America and the Commonwealth of Pennsylvania, without regard to conflict

of laws principles.

## 19. AGREEMENT TO ARBITRATE DISPUTES

Any dispute or claim arising out of or relating to the TOU, your visit to the Site or products you purchase through the Site or by phone shall be resolved through confidential arbitration by the American Arbitration Association (AAA) under its then-applicable rules, including its Supplementary Procedures for Consumer-Related Disputes. Such arbitration shall: (a) be heard and resolved by a single independent and neutral arbitrator; (b) take place in Philadelphia, Pennsylvania; and (c) be conducted in the English language. The decision of the arbitrator shall be final and binding. Judgement on the arbitral award may be entered in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under the TOU shall be joined to an arbitration involving any other party subject to the TOU, whether through class arbitration proceedings or otherwise. Notwithstanding the foregoing, you and Essity may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect our intellectual property rights, whether in aid of, pending or independently of the resolution of any dispute pursuant to the arbitration procedures set forth above.

## 20. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in the TOU, there shall be no third-party beneficiaries to this agreement.

## 21. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe that your work has been made available through the Site in a way that constitutes copyright infringement, please provide Essity's Agent for Notice of Copyright Claims the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) a description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) a description of the material that you claim is infringing and where that material may be accessed within the Site; (d) your address, telephone number and email address;

(e) a statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement from you that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Essity's Agent for Notice of Copyright Claims can be reached as follows:

Made in Mexico by: Essity Higiene y Salud México S.A. de C.V., Av. Javier Barros Sierra No. 555, 5th floor, Santa Fe, Delegación Álvaro Obregón, México City, Zip Code: 01210, R.F.C. SCM 9311013S5.

Telephone: 1 - 866 - 9018466

Email: [contact@mysaba.com](mailto:contact@mysaba.com)

## 22. GENERAL PROVISIONS

The TOU constitutes the entire agreement between you and Essity concerning your access to and use of the Site. It supersedes any prior or contemporaneous agreements between you and Essity with respect to such subject matter. The failure of Essity to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision

of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed

limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability.

### 23. SAMPLING RESTRICTIONS

3. When ordering any sample of the list of products, the availability of these will be subject to the following terms and conditions: I) You can only order one sample of any category of the feminine pad products listed (Saba Buenas Noches Maxi Overnight with wings, Saba Ultra Invisible Ultra-Thin Overnight with wings, Saba Ultra Invisible Ultra-Thin Long with wings, Saba Ultra Invisible Ultra-Thin with wings) in any twelve month period. II) You can only order one sample of any category of pantliners as listed (Saba Diarios Regular, Saba Diarios Long, Saba Diarios Ultra-Thin, Saba Diarios Multishape) in any twelve month period. III) You must be over the age of eighteen (18) and a resident of Texas and California in order to receive a product sample. Shipping and handling costs will be paid for by Saba. IV) Quantities of the samples are limited to a total of one hundred (100) shipments per day, seven (7) days a week. If you make your product sample request after a total of one hundred (100) requests received in any given day, you will be notified and you must resubmit your request on another day. V) You must supply your name, address and e-mail address in order to receive a product sample. Personal information will be handled in accordance with [Saba's Privacy Policy](#). VI) There is a limit of one (1) product sample per product category per e-mail address submitted. VII) Free product samples are subject to product availability. This free product sample offer may be discontinued at any time on notice at the place of offer by Saba.