

# DERMA FLORAL TERMS OF USE

## 1) Introduction

Welcome to dermafloral.com ("the Site"). Please read the following Terms & Conditions carefully before using this Site or ordering any of our products and services, so that you are aware of your legal rights and obligations with respect to Derma Floral and its affiliates and subsidiaries (individually and collectively, "Derma Floral").

By using the Site, you signify your irrevocable acceptance of these Terms & Conditions. You also agree to ensure that anyone who uses this Site on your computer also abides by the Terms & Conditions. Derma Floral has the right to revise the Terms & Conditions at any time without providing notice to its users. Your continued use of the Site shall be deemed irrevocable acceptance of those revisions.

We reserve the right to change, modify, suspend or discontinue any portion of the Site at any time. We may also impose limits on certain features or restrict your access to parts or the entire Site without notice or liability.

## 2) Disclaimer of Warranties

Except as expressly provided otherwise in a written agreement between you and Derma Floral, the materials in this site are provided "as is" and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, Derma Floral disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Without limiting the foregoing, Derma Floral does not warrant that the functions contained in the service will be uninterrupted or error-free, that defects will be corrected, or that this service or the server that makes it available are free of viruses or other harmful components. Derma Floral does not warrant or make any representations regarding the use or the results of the use of the materials in this service in terms of their correctness, accuracy, reliability, or otherwise. You (and not Derma Floral) assume the entire cost of all necessary servicing, repair, or correction. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you. Without limitation of the foregoing, you acknowledge that as a service to users of the Derma Floral service, we include links to other web sites on the world wide web portion of the internet and that Derma Floral has no control over, and makes no representations of any kind whatsoever, regarding the content or appropriateness of content on such web sites and you hereby irrevocably waive any claim against us with respect to such web sites.

Under no circumstances, including, but not limited to, negligence, shall Derma Floral be liable for any special or consequential damages that result from the use of, or the inability to use, the materials, the site, or any other web site, even if Derma Floral or a Derma Floral authorized representative has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. No advice or information, whether written or oral, obtained by you from Derma Floral or from or through the site shall create any warranty not expressly stated in the Terms & Conditions. In no event shall Derma Floral's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including, but not limited to, negligence) or otherwise) exceed the amount paid by you, if any, for purchasing any materials or products.

## 3) Web Site Links

Derma Floral may provide links to other sites that we feel are relevant and interesting to our users ("Link Sites"). Derma Floral is not responsible for the content on the Link Sites and is not responsible for the accuracy of the information and intellectual property notices therein. Some of these Link Sites may provide you with opportunities to purchase products ("Products"). We do not endorse any of the Products nor do we make any representations or warranties in connection with the Products.

## 4) Submissions

Certain parts of the Site may ask for written suggestions or problem reports such as using our contact form or problem report form ("Submissions"). In such a case, please read carefully the specific terms, which govern those Submissions ("Additional Terms"). In the absence of Additional Terms, the Derma Floral Terms & Conditions shall govern your legal rights with respect to those Submissions.

The Submissions shall be deemed the property of Derma Floral. Derma Floral shall exclusively own all now known or hereafter existing rights to the Submissions throughout the universe in perpetuity and shall be entitled to use the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions. In any event, any Submissions you send to Derma Floral will not be treated as confidential and Derma Floral shall not be liable for any disclosure of the Submissions.

## **5) Notification of Copyright Infringement**

Derma Floral will investigate notices of copyright infringement and take appropriate actions. If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on this Site or on sites linked to from this Site, please notify Derma Floral.

## **6) Jurisdictional Issues**

This Site is controlled and operated by Derma Floral. Derma Floral makes no representation that materials in the Site are appropriate or available for use in your location. Those who choose to access this Site from any location do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## **7) Indemnity**

You agree to indemnify and hold Derma Floral, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit through the Site, your use of the Site, your connection to the Site, your violation of the Terms & Conditions, or your violation of any rights of another person or entity.

## **8) Governing Law**

By accessing this Site, you and Derma Floral agree that all matters relating to your access to, or use of, this Site shall be governed by and construed in accordance with the laws of Luxembourg, without giving effect to any principles of conflicts of law.

## **9) Trademarks**

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