

# TERMS OF USE OF THE WEBSITE AND LEGAL INFORMATION

Berluti LLC Effective immediately - Last updated on June, 2018. For further information, please contact Customer Service at +1 877 895 0006

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# 9.TERM

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11.2 OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO ONE DOLLAR (US \$1.00).

# 12. INDEMNITY

YOU WILL INDEMNIFY AND HOLD US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS AND LICENSORS HARMLESS WITH RESPECT TO ANY SUITS OR CLAIMS ARISING OUT OF: (I) YOUR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY INFRINGEMENT BY YOU OF THE COPYRIGHTS OR INTELLECTUAL PROPERY RIGHTS OF ANY THIRD PARTY; OR (II) YOUR USE OR MISUSE OF THE SITE.

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- 13.4 This Agreement will be governed by the laws of the State of New York. The exclusive jurisdiction for any claim, action or dispute with us or relating in any way to your use of this Site will be in the

state and federal courts of the State of New York, and the venue for the adjudication or disposition of any such claim, action or dispute will be in the City of New York, New York. All parties to this Agreement waive their respective rights to a trial by jury.

- 13.5 We may send notices to you with respect to your use of this Site by sending an email message to the email address listed in your Account Information, by sending a letter via mail to the contact address listed in your Account Information, or by posting a note on this Site when you access your account. You agree that we may provide notice to you through such means. Unless otherwise stated in the notices, the notices will become effective immediately.
- 13.6 No failure by us or you to exercise any rights, powers or remedies hereunder or its delay to do so will constitute a waiver of these rights, powers or remedies, and all waivers by us will be in writing. The single or partial exercise of a right, power or remedy will not prevent its subsequent exercise or the exercise of any other right, power or remedy.
- 13.7 The section headings are for convenience only and will not be used to interpret this Agreement.
- 13.8 Any provision of this Agreement which by its nature is intended to survive the termination of this Agreement will survive such termination.
- 13.9 General Contact Information. For questions regarding our products or this Site please go to Contact Us.

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