

## TERMS OF USE

Effective Date: June 2012

### **Please Read Carefully Prior To Using This Website**

The following terms of use apply to all visitors to or users of the [www.PerfumesbyParis.com](http://www.PerfumesbyParis.com) website (the "Website"), which is owned and operated by Parlux Fragrances, LLC. ("Parlux").

Use of this Website is governed by these terms and conditions of use ("Terms of Use"). By using this Website you agree to abide by these Terms of Use. If you do not agree with any of these Terms of Use, do not use this Website.

Although we operate internationally, Parlux is a corporation organized under the laws of the State of Delaware. The servers that host this Website are located in the United States, and any personal details you provide us will be processed by Parlux in the United States. For information about the way in which we use, process and share personal information that we may obtain about you, please refer to our **Privacy Policy**. Parlux expressly excludes any representation or warranty, express or implied, with respect to the information available on this Website. Parlux makes no representation about any third-party websites that may be accessed via links from this Website. By using this Website, you agree that the laws of the State of Delaware, without regard to its conflict of laws principles, will govern all matters between you and Parlux with respect to your use of this Website.

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### **Intellectual Property Rights**

#### **Ownership**

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## **User Content**

Except as provided in our website **Privacy Policy**, any Content that you submit to this Website or Parlux (“User Content”) will be deemed to be non-confidential and may be disclosed through this Website to unknown persons on a worldwide basis without control by Parlux, including for browsing, downloading, printing and other uses by such other persons or entities. You agree not to submit User Content to this Website or Parlux except for User Content that is fully authorized for purposes of this Website and these Terms of Use, and by posting User Content on this Website, you warrant and represent that you own the rights to the User Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute User Content. You agree that you will not infringe upon any person’s Intellectual Property Rights in connection with such submissions. It is your obligation to determine the extent to which User Content you submit is protected by applicable intellectual property laws. You agree that Parlux shall have, and hereby grant to Parlux, a worldwide, royalty-free, perpetual, irrevocable, sublicenseable, non-exclusive right and license to translate, reproduce, sell, publish, distribute, modify, adapt, display, perform, promote, link to or use, in any form or media, any User Content that you submit to this Website or Parlux. Parlux does not endorse any User Content, or third party product or service that may appear on this Website. Nothing in these Terms of Use shall obligate Parlux to use any User Content you submit or permit the posting of such Content on this Website.

## **Registration and Passwords**

At times, we may or may not require you to have a password and provide registration details to access this Website or portions of this Website. To the extent that we do require a password and registration details, the details you provide must be correct, current, and complete. If Parlux believes that the details are not correct, current, and complete, we have the right to refuse you access to the Website, or any of its resources, and to terminate or suspend your account, if any. You are responsible for maintaining the confidentiality of any password(s) you are given to access this Website, and you are fully responsible for all activities that occur under your password(s). Parlux shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by Parlux, its affiliates, officers, directors, employees, consultants, agents and representatives due to someone else’s use of your account or password. You agree to notify us immediately of any unauthorized use of your password(s). We reserve the absolute right not to issue a password to any person or entity.

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### **Compliance with the Digital Millennium Copyright Act**

Parlux respects the rights of all copyright holders and in this regard, we have adopted and implemented a policy that provides for the termination in appropriate circumstances of users of this Website who infringe the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information required by the Digital Millennium Copyright Act, 17 U.S.C. Section 512:

- (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) Identification 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) Identification of the Content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and the information reasonably sufficient to permit Parlux to locate the Content;
- (d) Information reasonably sufficient to permit Parlux to contact the complaining party;
- (e) A statement that the complaining party has a good faith belief that the use of the Content in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For copyright inquiries under the Digital Millennium Copyright Act, please contact Parlux' Copyright Agent at [Privacy@Parlux.com](mailto:Privacy@Parlux.com)

## **Website Administration**

### **Access Arrangements and Fees**

Your use of this Website shall be in accordance with any and all procedures, forms, formats, displays and operating times which may be determined, specified or modified by Parlux in its discretion. You are responsible for all software, hardware, interconnections, fees, expenses, costs and taxes for you to access or use this Website.

At this time, we do not charge a fee to use this Website, but we reserve the right to impose or modify fees in connection with use of this Website (or portions of this Website) at any time without liability. Payment of any such fees shall be due and payable thirty (30) days from the date of invoice unless otherwise agreed by you and Parlux or unless otherwise required by Parlux. Parlux shall endeavor to issue a general notice on this Website with regard to any imposition of fees or modifications to this Website.

### **Linking**

No link shall be made to any page of this Website except a direct link to the top page (<http://www.ParfumesbyParis.com/>) without framing. In addition, any link to this Website must be immediately followed by notice to Parlux via e-mail at [Privacy@Parlux.com](mailto:Privacy@Parlux.com).

Moreover, in the event Parlux deems your linking practices in relation to this Website to be inappropriate, Parlux may provide you with notice concerning removal or modification of the inappropriate link, and you agree to comply with any and all requirements of Parlux relating thereto.

### **Good Samaritan Policy**

It is our policy not to tolerate any acts of intellectual property infringement or violations of federal or state law. We will, in good faith, make our best efforts to remove, disable, or restrict access to the availability of Content on the Website that, in our subjective view, is obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, whether or not such material is constitutionally protected. This provision does not impose upon Parlux any contractual obligation to undertake, or refrain from undertaking, any particular course of conduct, or to monitor the Website.

If you believe that someone has violated this policy, we ask you to promptly notify our Privacy department by email at [Privacy@Parlux.com](mailto:Privacy@Parlux.com) or by phone at 954-316-9008. You must use this address or phone number if you want to ensure that the complaint is actually received by the appropriate party who is responsible for investigating alleged violations of this policy.

### **Access to Website**

While it is Parlux's objective is to make the Website accessible 24 hours per day, 7 days per week, the Website may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of the control of Parlux, access to the Website may be interrupted, suspended or terminated from time to time. Parlux shall have the right at any time to change, suspend, restrict access to or discontinue any aspect or feature of the Website, including, but not limited to, Content, hours of availability and equipment needed for access or use. Parlux may in its discretion terminate the browsing of, registration with and use of this Website by any user at any time without liability or prior notice for any reason, including for any breach of these Terms of Use.

### **Import/Export Control**

You agree not to submit any Content to this Website or commit any act involving the transfer of information relating to any Content in violation of applicable import/export control, espionage or national security laws.

### **Your Obligations**

#### **Compliance**

You agree to comply with all applicable laws in connection with your use of this Website.

#### **Unsuitable Content and Conduct**

You will not engage in conduct or submit to this Website any Content or other material that is illegal, inaccurate, misleading, misappropriated, infringing, dilutive, defamatory, obscene, offensive, or otherwise objectionable. You will not cause damage, embarrassment or adverse publicity to Parlux.

#### **Functional Compatibility and System Abuse**

If the Website accepts the submission of User Content, you will submit only User Content and material that is functionally and technically compatible with this Website. You will not attempt to and will not damage, corrupt, tamper with or infect this Website, the Content or any information or telecommunication system of Parlux with a virus or other malicious computer program. You will only use this Website for the permitted purposes stated in these Terms of Use, and will not engage in abusive activity with respect to this Website. Without limiting the generality of the foregoing, you agree not to send, create or reply to so called "mailbombs" (i.e., e-mailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent), engage in "spamming" (i.e., unsolicited e-mailing for business or other purposes), or undertake any other activity which may adversely affect the use or enjoyment of this Website by any person. You are prohibited from using any services or facilities provided in connection with this Website to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing

tools) is strictly prohibited. If you become involved in any violation of system security, Parlux reserves the right to release your details to system administrators at other sites and law enforcement authorities in order to assist them in resolving security incidents.

### **Your Cooperation and Notification**

You agree to cooperate with all reasonable requests of Parlux and will notify Parlux promptly upon learning of any actual or suspected breach of these Terms of Use by you or unauthorized use or abuse of this Website.

### **Third Party Sites and Other Information**

This Website may contain as a convenience to you, Content, links and other information submitted by third parties over whom Parlux has no control or responsibility, as well as translations thereof which Parlux may arrange. Parlux has no obligation to monitor, control or restrict the use of this Website, or third party websites accessible via links on this Website. These other sites are not under Parlux' control, and you acknowledge that (whether or not such sites are affiliated in any way with Parlux) Parlux is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of any site by Parlux or any association with its operators. Moreover, Parlux has no obligation to verify any User Content submitted by a user or to provide any registration or other information to you concerning any Content.

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### **Indemnification**

You agree to defend, indemnify and hold harmless Parlux and its affiliates, officers, directors, employees and contractors from any demands, claims, damages, liabilities, expenses or harms, including attorneys' fees, arising in connection with your use of this Website, online conduct, breach of these Terms of Use, or dealings or transactions with other persons resulting from use of this Website.

### **Miscellaneous**

#### **Separate Terms and Conditions**

From time to time in connection with your use of and/or access to Content contained in certain areas of this Website, it may be necessary for you to consent to policies or terms and conditions in addition to these Terms of Use. You should read carefully any such additional terms and conditions before making any use of such Content or areas of this Website. Any such terms will not vary or replace these Terms of Use regarding any use of this Website, unless otherwise expressly stated.

#### **Privacy Policy**

Parlux is concerned about privacy and has developed a policy to address privacy concerns. You can find the current privacy policy at [www.PerfumesbyParis.com](http://www.PerfumesbyParis.com) (the "Privacy Policy"). The Privacy Policy is hereby incorporated into these Terms of Use by reference, and constitutes a part of these Terms of Use.

#### **Dispute Resolution; Applicable Law and Forum**

With respect to any and all disputes arising out of or in connection with this Website or these Terms of Use (including without limitation the Privacy Policy), Parlux and you agree to negotiate in good faith and undertake reasonable efforts to cooperate with one another in order to achieve a mutually satisfactory resolution.

Parlux has no obligation to become involved in any dispute between a user and any other person. This Website, these Terms of Use and any dispute arising in connection therewith shall be exclusively governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of law principles. Parlux and you agree that all disputes arising under these Terms of Use will be settled exclusively through confidential binding arbitration in Delaware or another forum mutually agreed upon by you and Parlux, pursuant to the Commercial Rules of Arbitration (“Rules”) of the American Arbitration Association (“AAA”) by a sole arbitrator nominated by agreement of you and Parlux and confirmed in accordance with the Rules. The arbitrator’s award shall be binding and may be entered as a judgment in a court of competent jurisdiction. You agree that Parlux is entitled to obtain preliminary injunctive relief to the extent allowed by law to enforce any of the terms of these Terms of Use pending a final arbitral decision.

### **Modification of Terms of Use, Etc.**

These Terms of Use and the Privacy Policy referenced herein constitute the complete agreement between you and Parlux with respect to their subject matter and supersede any prior agreement or communication. These Terms of Use are subject to change from time to time. Parlux will endeavor to post a notice of any changes to these Terms of Use for a period of thirty (30) days following any such modifications. Therefore, you are advised to review these Terms of Use occasionally, or at least every thirty (30) days. Your continued use of this Website subsequent to Parlux’ notice of modification of these Terms of Use shall constitute your acceptance of the modified Terms of Use. If any term or provision of these Terms of Use shall be found to be invalid, illegal or otherwise unenforceable, such finding shall not affect the other terms or provisions of these Terms of Use, or the whole of these Terms of Use, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of you and Parlux shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements set forth in these Terms of Use. Your obligations pursuant to these Terms of Use shall survive termination of this Website, any use by you of this Website, any Content on this Website, or these Terms of Use.

### **Contact Information**

If you have any questions regarding these Terms of Use or this Website, please contact us by mail at 5900 North Andrews Avenue – Suite 500, Ft. Lauderdale, FL 33309, or by phone or email at 954-316-9008 or [Privacy@Parlux.com](mailto:Privacy@Parlux.com).