

## Parfum Francis Kurkdjian LLC Terms and Conditions

Updated as of October 27, 2023

**PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THIS SITE OR OTHERWISE AGREEING TO THIS AGREEMENT, YOU UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT AND RECOGNIZE THAT YOU MAY BE WAIVING CERTAIN RIGHTS.**

These Terms and Conditions (the “**Agreement**”) is a legal agreement exclusively between you and Parfum Francis Kurkdjian LLC ( “**Company,**” “**we,**” “**us,**” or “**our**”) governing your use of our websites and other online or mobile services, properties, software, Mobile Apps, WiFi, or applications that link to this Agreement (each a “**Site,**” and collectively “**Sites**”). By continuing to use our Sites, you agree that such use is legally sufficient consideration under this Agreement.

You may, at any time, save or print these Terms and Conditions by clicking the “Print/PDF” link below, provided that you do not modify these Terms and Conditions in any way. We will provide you with a hyperlink to these Terms and Conditions along with any order confirmation email you may receive from us.

**THIS AGREEMENT CONTAINS A BINDING *ARBITRATION AGREEMENT WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT, BRING A CLASS ACTION, AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AS WELL AS PROVISIONS THAT LIMIT OUR LIABILITY TO YOU.***

**YOUR CONTINUED USE OF THIS SITE IS SUBJECT TO YOUR CONTINUED COMPLIANCE WITH THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT USE THIS SITE.**

**CONTINUED ACCESS AND USE OF ANY SITE AFTER CHANGES HAVE BEEN MADE TO THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE REVISED AGREEMENT THEN IN EFFECT. YOU AGREE THAT YOU WILL REVIEW THIS AGREEMENT PERIODICALLY AND THAT YOU SHALL BE BOUND BY THIS AGREEMENT AND ANY MODIFICATIONS TO IT.**

We are committed to making Sites accessible for all users and will continue to take steps necessary to ensure compliance with applicable laws. If you have difficulty accessing any content, feature, or functionality of a Site, please contact us.

## **What's Contained in This Agreement**

*Click on the links below to jump to that section of the Agreement.*

### **Highlights of the Agreement**

- [eCommerce](#)
  - [Orders](#)
  - [Returns and Exchanges](#)
  - [Refunds](#)
  - [Shipping](#)
  - [Vouchers and Discounts](#)
  - [Free Items and Gifts with Purchase](#)
- [WiFi Access](#)
- [Our Intellectual Property Rights](#)
- [Your Authorized Use of Our Sites](#)
- [Mobile Applications](#)
- [Accounts](#)
- [Third-Party Content and Links](#)
- [Updates to this Agreement](#)
- [Other Policies](#)
- [Important Legal Terms](#)
  - [Termination](#)
  - [Children](#)
  - [Disclaimer of Warranty](#)
  - [Limitation of Liability](#)
  - [Indemnity](#)
  - [New Jersey Residents](#)
  - [Consent to Communication](#)
  - [Severability](#)
- [Disputes, Arbitration and Class Action Waiver](#)
- [International Users](#)
- [Contacting Us](#)

## COMPLETE AGREEMENT

### ECOMMERCE

Our Sites may allow you to purchase products or services directly on them (“eCommerce Sites”).

Refunds, returns, and exchanges will not be issued for products that have not been purchased directly through an eCommerce Site or at one of our stores. We reserve the right to deny a refund, return, or exchange, and/or issue a shopping credit to your Account on the Site in place of a refund if we determine that our policy is being abused. We may use any means available to us, including coordination with other companies, to determine if you are abusing our policy. This decision is made in our sole discretion and determination.

All products are intended for your personal use, without any direct or indirect connection to your professional activity. Given the prestigious nature of our products, they are sold through a selective distribution network. Consequently, **the products may not be distributed or resold under any circumstances**. We reserve the right to refuse any order that we believe is intended for resale or commercial purposes. If we deem, in our sole discretion, that an order is abnormal or suspicious, we may cancel the order without any liability to you. An order may be considered abnormal if it includes more than 6 of the same product or if you have purchased more than 6 of the same product in subsequent orders over a short period of time.

### Orders and Product Availability

We may make improvements and/or changes in products or services described on the Sites, add new features, or terminate a Site at any time without notice. We also: (a) reserve the right to change the goods and services advertised or offered for sale through an eCommerce Site, the prices or specifications of such goods and services, and any promotional offers at any time without any notice or liability to you or any other person; (b) cannot guarantee that goods or services advertised or offered for sale on a Site will be available when ordered or thereafter; (c) reserve the right to limit quantities sold or made available for sale; (d) do not warrant that information on a Site (including without limitation product descriptions, colors or photographs) is accurate, complete, reliable, current or error-free; (e) reserve the right to deny engraving services where we deem the content of the requested engraving to be objectionable, in our sole discretion, and (f) reserve the right to modify, cancel, terminate or not process orders (including accepted orders) where the price or other material information on an eCommerce Site is inaccurate, where we have insufficient quantities to fulfill an order or for any other reason in our sole discretion.

If a product ordered is unavailable, we will promptly notify you by email or telephone of the unavailability of the product and of the possible cancellation of the order. If we cancel your order for any reason, we will either not charge you or will apply credit, generally within fourteen (14) days, to the payment type used in the order. If we cancel only part of your order due to unavailability, we will only charge you for the amount of the products actually shipped.

Some jurisdictions may not allow the exclusions and disclaimers of certain implied warranties, so some of the provisions of this section may not apply to you. Unless otherwise indicated, products

sold on the eCommerce Sites are intended for end use in the United States and are not labeled or intended for international distribution.

### Taxes:

Where U.S. Sales Tax applies, the checkout page will show the estimated sales tax due, based on current tax rates. Shipping and engraving charges may also be subject to sales tax in certain states. At the time of checkout, the sales tax will be added to the purchase price and charged on the order. If the sales tax is not reflected on or added to the order, most U.S. states require customers to self-assess and remit the tax due on the purchase according to the local law. Customers are invited to ask local authorities or tax consultants for advice on their obligations..

On rare occasions an error in our tax database may cause the sales tax charge to be incorrect. If this happens, at any time up to two years from your date of purchase you may contact us for a refund of tax overcharges. This right to a refund is your exclusive remedy for sales tax errors.

### Payment Processing:

By purchasing a product with a credit card or debit card, you represent and warrant that you are fully entitled to use the payment card for the payment of the order and that the card provided has sufficient funds to cover all costs resulting from the order.

By providing us with your credit card or debit card details, you agree that the Company may proceed with a secure transaction.

We may use a third-party payment processor, including our electronic payment server Cybersource, to process your payment information, including your payment card data. Be aware that you may be subject to the third-party processor's terms and your information may be subject to their privacy practices.

### **Returns**

If you are not satisfied with any product that you purchased, you may return it subject to the following conditions:

- Personalized and/or engraved products may not be returned.
- Products that are damaged, used, marked, modified, or not returned in the original packaging with the cellophane wrap still intact and sealed may not be returned.
- You must initiate a return within fourteen (14) days of delivery. We will not accept any return after fourteen (14) days of delivery.
- In order to initiate a return, you must download and complete the Return Form, which is currently accessible from the orders section inside the "My Account" page, or by using the link below if you are not a registered user. You must then email the completed Return Form and email it to MFK's Customer Service at [boutique.us@franciskurkdjian.com](mailto:boutique.us@franciskurkdjian.com). Upon

review and approval of your submitted Return Form, MFK's Customer service will provide you with the return authorization and a prepaid shipping label.

- Once you receive the return authorization and prepaid shipping label, you must send the following items to Edison Distribution Center c/o Maison Francis Kurkdjian – 6 Greek Lane, Edison, NJ 08817 – Attn: Receiving (1) the complete product(s), including any GWP and other free items that you may have received as part of your order, in perfect condition and in the original packaging; (2) the original invoice, and (3) the return authorization provided to you by MFK Customer Service.
- Promptly upon receipt of a returned product, a credit will be issued back to the original method of payment within a maximum of 14 (fourteen) days from either the day we receive the returned products, or the day you provide us with proof of shipment of the goods for which you are requesting a refund, whichever is earlier. We will reimburse you for the total amount paid for the product, excluding the delivery costs for the expedited shipping services FedEx 2Day and FedEx Overnight Standard if chosen during checkout.
- In the event of a partial return of products, only the price of the returned products will be reimbursed by the Company. We will not reimburse any delivery charges, as you have benefited from the delivery service for the retained items and the delivery charges do not change according to the volume ordered.
- If a courtesy reshipment or replacement of an entire order or just an individual product is granted, please note that it will be considered final and non-returnable under any circumstances.

**[\[Download the return form\]](#)**

#### Defective Products:

If a product that you purchased does not conform to the information provided about the product on the Site, or if the product has a defect – such as damaged packaging – you may return or exchange the product at your choice. Returns or replacements of defective products is subject to the following conditions:

- You must inform the Company beforehand of the defect and your intention to return or exchange the defective product by emailing us at [boutique.us@franciskurkdjian.com](mailto:boutique.us@franciskurkdjian.com).
- The defective product must be returned in its original condition, with the original labels, and accompanied by the original packaging and the delivery note.
- If we deem to returned product to be defective, we will refund the defective product and the delivery costs, within a maximum of fourteen (14) days upon receipt of the product, to the exclusion of any other compensation.
- Under no circumstances will we honor a repair or refund request made in store if the product was purchased online.

## Shipping

The prices of the products displayed on the Sites do not include shipping costs. The method and amount of shipping costs are specified during the ordering process before you confirm the order. We may modify, at any time, our offered shipping methods.

Orders will be shipped once your method of payment has been verified and the payment successfully processed. Your order will be processed within a maximum of thirty (30) days from the day following the date of purchase, subject to full payment.

We currently utilize:

- FedEx Ground (also known as FedEx Home when applied to residential addresses).
- FedEx 2Day (“**expedited**”)
- FedEx Standard Overnight (“**expedited**”)

Once your order has been shipped, you will receive an email informing you of the shipment of your order. You can generally expect delivery within one to five (1-5) business days for ground shipments to the continental U.S., and six to seven (6-7) days for ground shipments to Alaska and Hawaii. **All orders are processed Monday to Friday with a cut-over time of 1:00 pm EST. Orders placed after 1:00 pm EST will be processed and shipped the next business day. Orders with expedited shipping must be placed by 1:00 pm Monday to Friday to ensure same-day processing and shipping. At any time, we reserve the right to amend the order cut-over time or allow extra processing time if we are experiencing a high volume of orders.** Saturday and Sunday delivery is available to residential addresses for select zip codes. Any delay in delivery or non-delivery must be reported as soon as possible to the following address: [boutique.us@franciskurkdjian.com](mailto:boutique.us@franciskurkdjian.com).

Orders over \$250 in value, before taxes, require a signature upon delivery. Anyone at the recipient’s address may sign for the delivery in accordance with the courier’s policy. If no one is at the address, the courier will reattempt the delivery for a maximum of 3 attempts in total.

As the delivery is carried out by a third party service provider, to the maximum extent allowed by law, we are not responsible for the non-performance or poor performance of the carrier including, but not limited to, delayed delivery and misdelivery.

Unless otherwise indicated, we are only able to ship to one shipping address per order. If you'd like to ship to multiple addresses, please place separate orders for each unique address. Please make sure your address is correct. Once in transit, we cannot redirect shipments to a new or different address. If your order is returned for an invalid or incorrect address your order will be returned to stock and the order refunded less any shipping charges.

Shipping Exclusions. We do not ship to PO boxes, APO/FPO addresses, logistic service providers, hotel and motel addresses, Puerto Rico, Guam, the American Virgin Islands, or other U.S. Territories.

If you have questions regarding shipping, please contact us.

### **Vouchers and Discount Codes**

Certain Sites create or advertise promo codes, discounts, vouchers, coupon codes, and offers that provide a benefit to you when entered upon checkout. Vouchers and discount codes may only be redeemed exclusively on these eCommerce Sites and may not be refunded. These cannot be applied to prior or completed transactions, they must be provided at the time of purchase. Generally, vouchers and discounts cannot be combined with other offers. Vouchers for sample sets are redeemable on fragrance purchases only, products from the body line, candles, and accessories are excluded from this offer. The voucher is only valid for one (1) year and cannot be combined with any other offers, discounts, coupon, or promo codes. Only consumers can use promo codes, they cannot be used by resellers, wholesalers, practitioners, or the like. You may have no right to discounts, coupons, or offers that are expired or discontinued even if they remain visible on the Site.

### **Free Items and Gifts with Purchase**

Promotions including free items, sometimes referred to as gifts and free samples, with purchase are available subject to conditions listed at the time of checkout, for a limited time only, and offered only while supplies last. No rainchecks will be provided for out of stock free items. Free samples and other gifts are available only with applicable purchase and may only be selected from the options we present. If your selected gift and/or free sample is not available, we may substitute a similar item in its place, at our sole discretion. Gifts and samples with purchase are not eligible for return, refund, or exchange.

[Back to the Top](#)

### **WIFI ACCESS**

We may provide access to WiFi connections or similar network connections to you (“**WiFi**”). **BY USING WIFI, YOU ARE AGREEING TO THIS AGREEMENT.** Your use of WiFi is subject to this Agreement and permitted only while you comply with this Agreement. We are under no obligation to provide WiFi to you, and may terminate or suspend your access at any time and for any reason. WiFi networks may be open wireless networks and in any case are not intended to be used for transmission of personal, financial, or sensitive information. No network communication is 100% secure, and users should take care when using a generally available WiFi connection. We do not control and are not responsible for data or content that you access or receive via the WiFi. We are not a publisher of third-party content that can be accessed through the Service and are not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through the Service.

We reserve the right to monitor or store any transmission made through the WiFi, but we have no obligation to do so.

**WIFI IS PROVIDED ON AN AS-IS BASIS AND WE MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE AVAILABILITY, FUNCTIONALITY, OR SECURITY OF WIFI.**

[Back to the Top](#)

## **OUR INTELLECTUAL PROPERTY RIGHTS**

All names, logos, text, designs, graphics, trade dress, characters, interfaces, code, software, images, sounds, videos, photographs, and other content appearing in or on the Sites (the “**Content**”) are protected intellectual property of, or used with permission or under license by, our Company. Such Content may be protected by copyright, trademark, patent, trade secret, or other proprietary rights and laws. This includes the entire Content of each Site, copyrighted and protected as a collective work. All intellectual property rights associated with the Sites, and related goodwill, are proprietary to us or our licensors. You do not acquire any right, title, or interest in any Content by accessing or using the Sites. Any rights not expressly granted herein are reserved. Except as set forth below, the use of any Content available on a Site is strictly prohibited.

Subject to your compliance with this Agreement, we grant you a limited license to access and use the Sites and their Content for personal, informational, and shopping purposes. No Content from the Sites may be copied, reproduced, republished, performed, displayed, downloaded, posted, transmitted, or distributed in any way without written permission of the rights owner, except that you may download or print one copy of specific Content or software made available for your downloading or printing for your personal, non-commercial home use, subject to your compliance with this Agreement and retain the same solely for as long as you continue to be permitted to access the Sites. To use Content under such an exception, you must (1) keep any copyright, trademark, or other proprietary notices intact, (2) use such Content pursuant to any licenses associated with such Content, (3) not copy or post such Content on any networked computer or broadcast it in any media, (4) make no modifications to any such Content, and (5) make no additional representations or warranties relating to such Content. Except as otherwise expressly authorized herein or in writing by us, you agree not to reproduce, modify, rent, lease, perform, display, transmit, loan, sell, distribute, or create derivative works based (in whole or in part) on all or any part of a Site or the Content.

[Back to the Top](#)

## **YOUR AUTHORIZED USE OF OUR SITES**

While using a Site, you are required to comply with all applicable statutes, orders, regulations, rules, and other laws. You may not use a Site for any fraudulent or unlawful purpose, and you may not take any action to interfere with a Site or any other party’s use of a Site. In addition, we expect users of the Sites to respect the rights and dignity of others. For example, you may not do any of the following without our consent:

- Post, upload, transmit, distribute, facilitate distribution of or otherwise make available to or through a Site any content that is unlawful, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar, obscene, hateful, pornographic, spam, discriminatory, violative of privacy or publicity rights, infringing of intellectual property



or other proprietary rights, or otherwise objectionable in our sole discretion, including unauthorized or unsolicited advertising;

- Upload to or transmit through the Sites any sensitive personally identifiable information about yourself or third parties, such as social security, credit card or bank account numbers, health or medical information, or other information concerning personal matters, unless specifically requested by us;
- Reproduce, duplicate, copy, publicly display, frame, mirror, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to a Site;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity in connection with a Site, or express or imply that we endorse any statement you make;
- Violate, or attempt to violate, the security of a Site;
- Disseminate on a Site any viruses, worms, spyware, adware, or other malicious computer code, file or program that is harmful or invasive or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software or equipment;
- Use scripts, macros, or other automated means to impact the integrity of voting, ratings or similar features;
- Reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Sites;
- Build a competitive product or service using the Sites, build a product or service using similar ideas, features, functions, or graphics as the Sites or determine whether the Sites are within the scope of any patent;
- Interfere in any manner with the operation or hosting of the Sites or monitor the availability, performance, or functionality of the Sites;
- Use any data mining, bots, spiders, automated tools, or similar data gathering and extraction methods, directly or indirectly, on a Site or to collect any information from a Site or any other user of a Site; or
- Assist or permit any persons in violating this Agreement or other applicable laws or rules governing the use of the Sites.

*Linking:* You are granted a limited, non-exclusive right to create text hyperlinks to the Sites for informational purposes, provided such links do not portray us in a false, misleading, derogatory or otherwise defamatory manner and provided that the linking Site does not contain any material that is unlawful, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar, obscene, hateful, pornographic, spam, discriminatory, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or otherwise objectionable in our sole

discretion, including unauthorized or unsolicited advertising. Additionally, notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in a Site's root directory, we grant to the operators of public search engines permission to use spiders to copy Content from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such Content, but not caches or archives of such Content. We may revoke these permissions at any time.

[Back to the Top](#)

## MOBILE APPLICATIONS

Our Sites may be mobile and/or we may provide other applications that you can download to your phone, tablet, or other device ("**Mobile App**") via a third-party service such as an application store. Your use of the third-party service may be subject to additional terms related to that service from the service provider ("**App Store Provider**"). WE ARE NOT LIABLE IN ANY WAY FOR, AND MAKE NO REPRESENTATIONS OR WARRANTIES RELATING TO, ANY SUCH THIRD PARTY SERVICE OR ANY CLAIM OR DAMAGE RESULTING FROM YOUR USE OF SUCH THIRD PARTY SERVICE.

When you use our Mobile App, you are subject to additional terms from the App Store Provider. These terms may give us, and the App Store Provider, additional rights while posing additional obligations or restrictions on you. Please review such terms, you are solely responsible for reviewing and understanding those terms and ensuring you have the latest version.

If you downloaded the Mobile App from the Apple "App Store," you are subject to Apple's Licensed Application End User License Agreement, available at <https://www.apple.com/legal/internet-services/itunes/dev/stdeula/>. If you downloaded the Mobile App from the "Google Play" store, you are subject to the Google Play Terms of Service available at: <https://play.google.com/about/play-terms/index.html>. If you used a different third party service, check with the applicable App Store Provider to determine what additional terms may apply.

[Back to the Top](#)

## Accounts

Our Sites may allow you to register for accounts specific to you for ordering and other purposes ("**Account**").

In general, you are not obligated to register for an Account in order to access the Sites. However, certain sections and features of the Sites are available only to users who have registered for an Account ("**Registered Users**"). We may reject, and you may not use, a user ID (or e-mail address) for any reason in our sole discretion. For example, we may reject a user ID (or e-mail address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person;

or that is offensive. You may only have one active Registered User Account on each Site at any given time, and you may not allow other people to use your Account to access a Site.

If you are a Registered User, we expect you to accurately maintain and update any information about yourself that you have provided to us. You agree that you are responsible for all activities that occur under your Account, and for maintaining the confidentiality of your password and restricting access to your computer so others may not access a Site in violation of this Agreement. In addition, you agree to sign out from your Account at the end of each session if you are using a device that is shared with other people.

You agree to notify us of any unauthorized use of your Registered User username, log-in ID, password, or any other breach of security that you become aware of involving or relating to a Site by contacting us as soon as possible. We reserve the right to take any and all actions we deem necessary or reasonable to maintain the security of our Sites and your Account, including without limitation, terminating your Account, changing your password, or requesting information to authorize transactions on your Account. **WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.**

[Back to the Top](#)

### **Third-Party Content and Links**

Any information, statements, opinions, or other information provided by third parties and made available on our Sites are those of the respective author(s) and not us. We do not guarantee the validity, accuracy, completeness or reliability of any opinion, advice, service, offer, statement or other third party Content on our Sites.

We may provide on the Sites, solely as a convenience to users, links to websites, social media pages, mobile applications or other services operated by other entities. If you click these links, you will leave our Sites. If you decide to visit any external link, you do so at your own risk, and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. We do not make any warranty or representation regarding, or endorse or otherwise sponsor, any linked Sites or the information appearing thereon or any of the products or services described thereon. Links do not imply that we are legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links; or that any linked Site is authorized to use any of our trademarks, logos, or copyright symbols.

We may maintain a presence on and link to social media websites, including Facebook, YouTube, WeChat, WEIBO, Instagram, and others (collectively, “**Social Media Pages**”), to provide a place for people to learn more about us and our products and to share experiences with our products. When you visit these Social Media Pages, you are no longer on our Site, but rather a website operated by a third party. All comments, visuals and other materials posted by visitors to our Social Media Pages do not necessarily reflect our opinions, values, or ideas. All visitors to our Social Media Pages must comply with the respective social media platform’s terms of use.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES, APPLICATIONS, SERVICES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH THIRD PARTIES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

[Back to the Top](#)

### **Updates to this Agreement**

We may revise or otherwise change or update this Agreement from time to time. We will use reasonable efforts to notify you of such changes. However, please check the “Last Updated” legend at the top of this page to see when this Agreement was last revised. When changes are made to this Agreement they will become immediately effective when published on this page unless otherwise noted. We encourage you to periodically review this Agreement—there may have been changes to our policies that may affect you. If you do not agree to the Agreement as modified, then you must discontinue your use of our Sites. Your continued use of a Site will signify your continued agreement to this Agreement as revised. We will make reasonable efforts to notify you of material changes to this Agreement. Such efforts might include posting notice on the Site, an email to the address we have on file, or a message in your Account.

We may assign this Agreement at any time with or without notice to you. You may not assign or sublicense this Agreement or any of your rights or obligations under this Agreement without our prior written consent.

[Back to the Top](#)

### **Other Policies**

This Agreement applies exclusively to your access to, and use of, the Sites and does not alter in any way the terms or conditions of any other agreement you may have with us for products, services, programs or otherwise. Additional policies and terms may apply to use of specific portions of a Site and to the purchase of certain products or services and are included as part of this Agreement whether they reference this Agreement or not.

Other types of agreements and policies that you may be subject to include, but are not limited to:

- Policies for retailers and distributors
- Privacy policies
- Employment agreements
- Paypal Payment Processing terms

- [Cookie Policy](#)

Other policies and agreements can usually be found by navigating the Site, typically by checking Site headers and footers and by reviewing hyperlinked terms at the point of sale.

Any coupons, discounts, vouchers, or other promotions made available through a Site may be governed by specific rules that are separate from this Agreement. By participating in any such promotion, you will become subject to those rules, which may vary from the terms set forth herein and which, in addition to describing such promotion, may have eligibility requirements, such as certain age or geographic restrictions. It is your responsibility to read the applicable rules to determine whether your participation, registration, submission and/or entry are valid; you agree to read and abide by the applicable rules.

We have also adopted a [Privacy Policy](#) that you should refer to in order to fully understand how we use and collect information. To learn about our privacy practices, please refer to our [Privacy Policy](#).

Should we employ you, none of the materials provided on a Site constitute or should be considered part of an employment contract or an offer for employment.

[Back to the Top](#)

## **IMPORTANT LEGAL TERMS**

### **Termination**

The Sites and this Agreement are in effect until terminated by you or us. We may terminate this Agreement by notifying you using any contact information we have about you or by posting such termination on a Site, including in your Account. You may terminate this Agreement by providing written notice of termination, including your detailed contact information and any Account information or other Site credentials, to us using the information in the Contact Us section. In addition to any right or remedy that may be available to us under applicable law, we may suspend, limit, or terminate all or a portion of your access to a Site or any of its features at any time with or without notice and with or without cause, including without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. We may be protected for liability from these actions under the Communications Decency Act, 47 U.S.C. § 230.

The provisions of this Agreement concerning protection of intellectual property rights, authorized use, user submitted content, disclaimers, limitations of liability, indemnity, and disputes, as well as any other provisions that by their nature should survive, shall survive any such termination.

Upon any such termination, (i) you must destroy all Content obtained from the Sites and all copies thereof; (ii) you will immediately cease all use of and access to the Sites; (iii) and we may delete your Registered User Account at any time. You agree that if your use of a Site is terminated pursuant to this Agreement, you will not attempt to use that Site under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and

hold us harmless from any and all liability that we may incur therefore. Your use of a Site after termination will be a violation of this Section, which survives any termination.

## **Children**

To place an order on our sites, you must be at least 18 years of age. If you are under the age of 18, you may only place an order with us under the direct supervision of a parent or guardian who agrees to be bound by this Agreement.

Our Sites are not designed to appeal to minors, and we do not knowingly attempt to solicit or receive any information from children under 13. **YOU MUST BE AT LEAST 13 TO ACCESS AND USE OUR SITES.** If you are under the age of majority in your home state, which is 18 in most states, you may not establish a registered Account with us, and you should use our Sites only with the supervision of a parent or guardian who agrees to be bound by this Agreement. Additionally, certain Sites or sections of our Sites, as well as promotions, programs and commerce we may offer on a Site, may be explicitly limited to people over the age of majority. If you are not old enough to access our Sites or certain sections or features of our Sites, you should not attempt to do so.

Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at [OnGuard Online](#). Please note that we do not endorse any of the products or services listed at such Sites.

## **Disclaimer of Warranty**

**WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY OR RELIABILITY OF THE CONTENT AVAILABLE ON A SITE OR ANY OTHER SITES LINKED TO OR FROM A SITE. OBTAINING ANY CONTENT THROUGH A SITE IS DONE AT YOUR OWN RISK. THE CONTENT OF A SITE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.**

Descriptions and graphic representations of products on Sites are for informational purposes only and may not completely reflect the current product or its packaging. We reserve the right to change product descriptions at any time, and we are not responsible for variations between a product description and the actual product. Technological issues, such as your device settings, may alter how a product appears on a Site.

**WE HEREBY DISCLAIM ANY REPRESENTATION OR WARRANTY CONTAINED IN ANY TESTIMONIAL, BLOG, DESCRIPTION, OR OPINION POSTED ON ANY SITE TO THE MAXIMUM EXTENT ALLOWED BY LAW.**

**THE INGREDIENTS THAT ENTER IN THE COMPOSITION OF THE PARFUM FRANCIS KURKDJIAN PRODUCTS ARE REGULARLY UPDATED. BEFORE USING A PARFUM FRANCIS KURKDJIAN PRODUCT, PLEASE READ THE INGREDIENT LIST ON ITS PACKAGING TO ENSURE THAT THE INGREDIENTS ARE SUITABLE FOR YOUR PERSONAL USE. TO THE EXTENT LEGALLY PERMITTED, WE ARE NOT LIABLE FOR ADVERSE REACTIONS CAUSED BY OUR PRODUCTS.**

Our products are subjected to numerous and rigorous tolerance tests at all stages of development and meet stringent international standards in order to avoid the use of any substance with allergenic or irritant properties. However, in the case of discomfort or intolerance, please contact us.

### **Limitation of Liability**

**WE AND OUR AFFILIATES, SUBSIDIARIES, DIVISIONS AND RELATED COMPANIES AS WELL AS OUR AGENTS, SUPPLIERS, SERVICE PROVIDERS AND RETAILERS (COLLECTIVELY, THE “RELEASEES”) WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT, A SITE’S CONTENT OR EXTERNAL LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, OR ANY COMPUTER VIRUS OR FAILURE.**

**RELEASEES WILL ALSO NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF DATA OR PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RELEASEES ALSO SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY.**

**SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

**REGARDLESS OF THE PREVIOUS SENTENCES, IF WE ARE FOUND TO BE LIABLE, OUR LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF THE ACTUAL TOTAL AMOUNT RECEIVED BY US FROM YOU OR THE LOWEST LIABILITY LIMITATION ALLOWED BY APPLICABLE LAW.**

### **Indemnity**

You agree to indemnify, defend and hold us and the Releasees and all of our directors, officers, employees, agents, shareholders, successors, assigns, and contractors harmless from and against any and all claims, damages, suits, actions, liabilities, judgments, losses, costs (including without limitation reasonable attorneys’ fees) or other expenses that arise directly or indirectly out of or from (i) your breach of any provision of this Agreement; (ii) your activities in connection with a Site; or (iii) the Content or other information you provide to us through a Site. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. We will

use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

### **New Jersey Residents**

If you are a consumer residing in New Jersey, the following provisions of this Agreement do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (a) Disclaimer of Warranty; (b) Limitation of Liability; (c) Indemnity; and (d) under Disputes, the Arbitration and Class Action Waiver and the governing law provisions (solely to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law). According to N.J.S.A. 56:12-16, you may have additional rights if you are a New Jersey resident and other provisions of this Agreement are found to violate an established legal right.

### **Consent to Communication**

When you use a Site, purchase a product, or send communications to us through a Site, you are communicating with us electronically. You consent to receive electronically any communications related to your use of a Site. We may communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by creating a Registered User Account, or otherwise providing us with your email address, postal address, or phone number, you are agreeing that we or our agents may contact you at that address or number in a manner consistent with our Privacy Policy.

### **Severability**

If any provision of this Agreement is held to be invalid or unenforceable, it shall be replaced in interpretation by a valid and enforceable term that most closely aligns with the intent of the original provision. If that is not possible, the provision shall be removed, and the rest of the Agreement will be enforceable.

[Back to the Top](#)

### **Disputes, Arbitration and Class Action Waiver**

**PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.



Any dispute, claim or controversy arising out of or relating to this Agreement, other agreements on the Site, or the [Privacy Policy](#), or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be either determined by binding arbitration in New York, New York before one arbitrator or submitted to small claims court in New York City. If the arbitrator finds this location to be unreasonably burdensome to you, a new location may be selected or arbitration may be conducted over the phone, using video conferencing, or similar. You may be entitled to an in-person hearing near your place of residence. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Any arbitration arising out of or related to this Agreement shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules.

**No Class Actions:** YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

**Seeking Arbitration:** If you elect to seek arbitration or file a small claim court action, you must first send to us, by certified mail, a written notice of your claim ("**Notice**"). The Notice to us must be addressed to: 598 Madison Ave. FL 11, New York, NY, 10022. If we initiate arbitration, we will send a written Notice to an email address you have previously provided to us, if available. We may also use any other means to contact you, including a message in your Account. A Notice, whether sent by you or by us, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("**Demand**"). If you and we do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or we may commence an arbitration proceeding or file a claim in small claims court. Arbitration forms can be downloaded from [www.jamsadr.com](http://www.jamsadr.com). If you are required to pay a filing fee, after we receive Notice that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000 or the arbitrator determines the claims are frivolous, in which event you will be responsible for filing fees.

**Hearing:** If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video hearing, or by an in-person hearing as established by the JAMS Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the JAMS Rules. In the event that the arbitration will be conducted solely on the basis of submitted documents, the arbitrator's decision and award will be made and delivered within six (6) months of the selection of the arbitrator, unless extended by the arbitrator. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules.

*Award:* In the event arbitration awards you damages of an amount at least \$100 greater than our last documented settlement offer, we will pay your awarded damages or \$2,500, whichever is greater.

*Injunctive Relief:* Notwithstanding the foregoing, you and we both agree that you or we may sue in court to enjoin infringement or other misuse of intellectual property rights or in other scenarios where injunctive relief is appropriate. In the event a court or arbitrator having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective, and the remainder of the Agreement shall remain effective. No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

*Confidentiality:* The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

*Governing Law and Rules:* This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, exclusive of conflict or choice of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement.

[Back to the Top](#)

## **International Users**

Each claim or statement about the effectiveness of our products or comparing the effectiveness of our products is expressly limited to the United States, unless otherwise disclosed. The products referred to on Sites may only be available in the territory to which that Site is directed and may not be available in your country. WE MAKE NO REPRESENTATION THAT THE INFORMATION AND MATERIALS ON ANY SITE, INCLUDING WITHOUT LIMITATION THE INFORMATION AND OTHER MATERIALS PROMOTING THE PRODUCTS IDENTIFIED ON THAT SITE, ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS OTHER THAN THE LOCATION FOR WHICH THE SITE IS DIRECTED. WE DO NOT REPRESENT OR WARRANT THAT A SITE OR ANY PART THEREOF IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES. Those who choose to access a Site do so on their own initiative

and at their own risk, and are responsible for complying with all local statutes, orders, regulations, rules, and other laws.

Despite the above, as a consumer you will benefit from any mandatory provisions of the law of the country in which you are a resident. Nothing in this Agreement affects your rights as a consumer to rely on such mandatory provisions of local law. The local law of your jurisdiction may entitle you to have a dispute relating to this Agreement heard by your local courts. This Agreement does not limit any such rights that you have that apply. HOWEVER, BY ENTERING INTO THIS AGREEMENT, WE DO NOT CONSENT TO THE JURISDICTION OF ANY COURTS OTHER THAN THOSE REFERENCED IN THIS AGREEMENT AND RESERVES THE RIGHT TO CONTEST THAT IT IS NOT SUBJECT TO THE JURISDICTION OF ANY OTHER COURT. We may limit a Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion. This Agreement, as well as all other documents related to it, including notices and correspondence, will be in the English language only.

## **Contacting Us**

If you have questions about this Agreement, or if you have technical questions about the operation of a Site, please contact us by writing us at [boutique.us@franciskurkdjian.com](mailto:boutique.us@franciskurkdjian.com), or by calling us at +1 877.734.8632. If you have any questions or comments about our Company or our products or have other customer service needs, please [click here](#) for information on contacting our consumer service representatives.

Additionally, under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at [\(916\) 445-1254](tel:9164451254) or [\(800\) 952-5210](tel:8009525210).