



## -- TERMS AND CONDITIONS --

CozyFaux Collections (hereafter the "Seller") is engaged in the business of retail sales of its products on CozyFaux.com (hereafter the "Site"). Customers accept and agree to be bound by the following Terms and Conditions of Seller by making a purchase from or placing an order with Seller or shopping on the Site or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on the Site at the time Customer places an order or signs a Statement of Work will govern the order in question, unless otherwise agreed in writing by Seller and Customer.

Every rule, regulation, and term on the Site is subject to change and be revised by the management without prior written notice. All Customers must periodically review these Terms and Conditions posted on the Site.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Seller. In addition, Internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

### **THE SITE**

CozyFaux Collections shall operate and allow you to access its worldwide internet website located at **www.CozyFaux.com** for the express purpose(s) of searching, selecting and purchasing its products only via the worldwide web (the Internet).

### **CONDITIONS**

In using the Site, you agree that you will abide by the following conditions in the categories as follows:

**Proprietary Rights.** You acknowledge and agree that CozyFaux Collections owns and shall continue to own the copyright in the Site, which is intended for use in the presentation of advertisements and testimonials regarding its products for sale. All content published on the Site is protected by copyright and owned and controlled by CozyFaux Collections, or the party credited as the content provider. You agree that you will abide by all additional copyright notices, information, or restrictions and refrain from storing, copying, publishing, transmitting, selling, reproducing modifying or in any way exploiting the underlying code, content, or other elements of the Site in whole or in part.

The Site contains content ("Third Party Content") created by third parties ("Third Parties"). Third Party Content which includes any text, photo, graphic, audio and/or video material, shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium, unless expressly agreed to by CozyFaux Collections in writing via a license for such use. CozyFaux Collections and Third Parties will not be held liable in any way to you or to any other person or entity including those who may receive information from the Site, for any delays, inaccuracies, errors or omissions, or in the transmission or delivery of all or any part thereof or for any damages arising from any of the foregoing or occasioned thereby.

**Rights of Publicity and Privacy.** You shall **not** use the Site in a manner that infringes upon the rights of publicity or privacy, or is in any way defamatory of any person or entity. You shall not copy or post material that is knowingly false, abusive, vulgar, hateful, harassing, inaccurate, obscene, profane, sexually oriented, threatening, or otherwise in violation of any law.

**Username/Password.** CozyFaux Collections requires a username and password for your account on the Site. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. CozyFaux Collections requires the immediate notification of any unauthorized use of your password or account or any other breach of security. You are responsible to exit from your account at the end of each session. CozyFaux Collections expressly disclaims any liability for any loss or damage arising from unauthorized use of your username and/or password. At CozyFaux Collections's sole discretion, your account may be immediately terminated should any fraudulent, abusive, or otherwise illegal activity occur on your part, and CozyFaux Collections reserves the right to refer you to appropriate law enforcement agencies.

**Risk of Loss.** If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). A purchase money security interest is retained in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest, and, if requested, Customer will record such purchase money security interest on its books.

**Payment.** Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer). Terms of payment are within Seller's sole discretion. Customer will pay for, and will indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any of the Products.

**Pricing Information; Availability Disclaimer.** Seller reserves the right to make adjustments to pricing, Products offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders.

**Warranties.** Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its

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Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to replace or cause to be replaced any Products not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Products not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after receipt of the applicable Products. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PRODUCTS. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in an order confirmation or any other document are estimates only.

## **DISCLAIMERS**

**THE COZYFAUX.COM SITE, SERVICES AND MATERIALS ARE PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. COZYFAUX COLLECTIONS, ITS AFFILIATES, LICENSORS AND SUPPLIERS, AND ALL OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR AGENTS (COLLECTIVELY, THE "COZYFAUX COLLECTIONS PARTIES") MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIM AND TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, AND NON-INFRINGEMENT.**

**WITHOUT LIMITING THE FOREGOING, COZYFAUX COLLECTIONS AND THE SITE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, THAT THE ACCESS TO, THE OPERATION, OR THE FUNCTIONS CONTAINED IN THE WEBSITE, SERVICES OR MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE, SERVICES OR MATERIALS WILL MEET YOUR REQUIREMENTS OR ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR THAT THE WEBSITE, SERVICES OR SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES SHALL COZYFAUX COLLECTIONS BE LIABLE FOR ANY UNAUTHORIZED USE OF THE SERVICE AND/OR THE PRODUCTS.**

## **LIMITATIONS ON LIABILITY**

**TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, IN NO EVENT WILL COZYFAUX COLLECTIONS, ITS AFFILIATES, EMPLOYEES, AGENTS, CONTENT PROVIDERS AND LICENSORS BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, RESULTING FROM OR CAUSED BY THE SITE OR ITS CONTENT, INCLUDING, WITHOUT LIMITATION, LOSSES RELATED TO: YOUR USE OR INABILITY TO USE THE SITE; ANY ERRORS, OMISSIONS OR DEFECTS IN THE CONTENT, OR ANY INTERRUPTIONS, DELAYS IN TRANSMISSION OR COMPUTER VIRUSES. IN ANY EVENT, ANY LIABILITY OF THE SITE, COZYFAUX COLLECTIONS, ITS AFFILIATES, EMPLOYEES, AGENTS, CONTENT PROVIDERS AND LICENSORS SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO THE SERVICE IN THE 12 MONTHS PRIOR TO THE CLAIMED INJURY OR DAMAGE.**

**YOU ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF ANY FAILURE OR OMISSION BY COZYFAUX COLLECTIONS AND THE SITE CONSTITUTING A**

**BREACH OF COZYFAUX COLLECTIONS' OBLIGATIONS UNDER THESE TERMS AND CONDITIONS, THE DAMAGES, IF ANY, TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO ANY INJUNCTIVE OR EQUITABLE RELIEF AND CONSEQUENTLY YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK EQUITABLE OR INJUNCTIVE RELIEF.**

**COZYFAUX COLLECTIONS DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY SERVICES PROVIDED.**

### **USER INDEMNITY**

You agree to indemnify and hold COZYFAUX COLLECTIONS AND THE SITE and its directors, officers, employees and representatives, harmless from any and all losses (including, but not limited to, legal fees and costs) resulting from any claims that you assert, or may assert, based on or relating to your use, of this website. You further agree to indemnify and hold COZYFAUX COLLECTIONS AND THE SITE and its directors, officers, employees and representatives, harmless from any and all losses resulting from claims of third parties, including, but not limited to, , legal fees and costs, that result in whole or in part from violations by you, or any individual using your password, of any of these Terms and Conditions. COZYFAUX COLLECTIONS AND THE SITE reserves the right to assume defense of any claim and you agree to exercise reasonable cooperation in the defense of any claim.

### **MISCELLANEOUS**

#### ***A. Choice of Law and Forum***

You agree that these Terms and Conditions shall be construed and interpreted pursuant to the Laws of the State of California as such law applies to contracts entered into and performed wholly within California, without regard to its conflicts of laws provisions. You agree that all matters relating to your access to or use of the Site, including all disputes and any legal proceedings, shall be brought in a U.S. Federal District Court in the state of California or if such court lacks jurisdiction, in the state court in California, to the exclusion of any other forum, and you hereby submit to the exclusive jurisdiction of the aforesaid courts and waive any objection to such jurisdiction or venue. Any claim under these Terms and Conditions must be brought within one (1) year after the cause of action arises, or any such claim or cause of action is forever barred. In the event of any such claim, the prevailing party shall be entitled to recover reasonable legal fees and costs.

The provisions of these Terms and Conditions shall be deemed severable and if any part of any provision is held illegal, void, or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding. If any provision of these Terms and Conditions is held illegal, void, or invalid in its entirety, the remaining provisions of these Terms and Conditions shall not in any way be affected or impaired but shall remain binding in accordance with their terms.

### ***B. Modifications and Amendments***

COZYFAUX COLLECTIONS may modify or alter these Terms and Conditions at any time. Your continued use of the Site, after notice of any modification or amendment, shall constitute acceptance of these Terms and Conditions as so modified or amended. If any change is unacceptable to you, you may so notify COZYFAUX COLLECTIONS, which shall make, at its sole discretion, the decision that the change will not apply to you.

### ***C. Geographic Limitations***

Although the Site may be accessible worldwide, all features, products, or services provided or offered thereon may not be available to all persons or in all geographic locations, or appropriate or available outside of the United States. COZYFAUX COLLECTIONS reserves the right to limit, in its sole discretion, the provision of any feature, product or service to any person or geographic area. If you choose to access the Site from outside the U.S., you do so on your own initiative and at your own risk, and you are solely responsible for complying with any applicable local state and federal U.S. laws, if and to the extent local state and federal U.S. laws may be applicable.

### ***D. Waiver***

No waiver of or failure to enforce a provision of these Terms and Conditions or any default hereunder shall affect the waiving party's rights thereafter to enforce such provisions or to exercise any right or remedy in the event of any other default, whether or not similar.

### ***E. Entire Agreement***

These Terms and Conditions constitute the entire agreement between you and COZYFAUX COLLECTIONS with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and COZYFAUX COLLECTIONS with respect to such use are hereby superseded and cancelled.

**F. Assignment.** Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.