

## TERMS OF USE

The following "Terms of Use" constitutes an agreement between Company and you, the visitor, governing your access and use of all content and functionalities available at the Company website accessed through the URL <nancygonzalez.com> and related domain names (collectively the "Website"). "Company" means C.I. Diseño y Moda Internacional S.A.S., a corporation organized and existing under the laws of Colombia with a principal place of business at Calle 15 # 38-21 Acopi-Yumbo, Colombia, its officers, directors, shareholders, employees, agents, affiliates and subsidiaries.

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. USE OR ACCESS OF THIS WEBSITE WILL BE AN INDICATION THAT YOU AGREE TO EACH OF THE TERMS AND CONDITIONS PROVIDED IN THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU ARE NOT AUTHORIZED TO USE THIS WEBSITE FOR ANY PURPOSE.**

### **1. Accepting the Terms of Use**

By your use of the Website, you certify that you have read, understand and agree to these Terms of Use as well as the Company Privacy Policy, which can be accessed and reviewed here <http://nancygonzalez.com/terms-of-use/> and that you have all the necessary rights, power and authority to enter into this Agreement and perform the obligations set forth under this Agreement. You understand and agree that your use of the Website and any products, content, software and services (collectively called the "Services" in this document) signifies that you fully accept and agree to these Terms of Use. The terms of the Company Privacy Policy are incorporated herein by reference.

### **2. General Restrictions on Use**

You agree to use the Website and the Services only for purposes that are permitted by (a) the Terms of Use and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

Company hereby grants you permission to access and use the Website and the Services, subject to the following express conditions, and you agree that your failure to adhere to any of these conditions shall constitute a breach of the Terms of Use on your part:

- You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Company, unless you have been specifically allowed to do so in a separate agreement with Company. You specifically agree not to access (or attempt to access) any of the Website or the Services through any automated means (including use of scripts or web crawlers).
- You agree that you will not engage in any activity that interferes with, modifies, alters or disrupts the Website or the Services (or the servers and networks which are connected to the Services).
- Unless you have been specifically permitted to do so in a separate agreement with Company, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.
- You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.
- Unless you have been expressly authorized to do so in writing by Company, you agree that you will not reproduce, duplicate, copy, sell, trade or resell any products or services bearing any trademark, service mark, trade name, logo or service mark owned by Company in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.
- You agree that you are only permitted to use of the Website and Services for your non-commercial, non-exclusive, non-assignable, non-transferable and limited personal use and for no other purposes.
- You agree that you are solely responsible for (and that Company has no responsibility to you or to any third party for) any breach of your obligations under the Terms of Use and for the consequences (including any loss or damage which Company may suffer) of any such breach.

### **3. Content**

You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images, the selection, sequence and 'look and feel' and arrangement of items) which you may have access to as part of, or through your use of, the Services is provided "AS IS" and is the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

All Content contained on the Website and presented to you as part of the Services is protected, without limitation, by United States copyright law and may not be reproduced, distributed, transmitted, displayed, published or broadcast without the prior written permission of Company or, in the case of third party materials, the owner of that Content.

You may not modify, rent, lease, loan, sell, or distribute the Content or create derivative works based on the Content (either in whole or in part) unless you have been specifically told that you may do so by Company or by the owners of that Content, in a separate agreement.

You understand that as between you and Company, Company owns all rights in and to the Website, including, the Company Content, the "look and feel" of the Website, the trademarks NANCY GONZALEZ® and all other trademarks of Company appearing on the Website, and all intellectual property rights related to the foregoing. Any third party trademarks or third party Content appearing on the Website are owned by the respective third parties.

Company is not responsible for the accuracy or reliability of any Content passing through the Website by advertisers. The Website may contain links to third party websites, applications, or programs that are not controlled by or affiliated with Company. Company is not responsible for the content, information, offers or privacy policies of such websites, applications, or programs.

**4.**

**5. Disclaimers and Warranties**

The Website and Services are provided "as is" and Company makes no warranty or representation of any kind to you with respect to them. You understand and acknowledge that you use the Website and the Services at your own risk. Company does not represent or warrant to you that: the Services will meet your requirements; the Services will be uninterrupted, timely, secure or free from error; any information, including Content, obtained by you as a result of your use of the Services will be accurate or reliable; and that defects in the operation or functionality of any software provided to you as part of the Services will be corrected.

Company expressly disclaims any warranties: (i) regarding the security, accuracy, reliability, timeliness and performance of the Website; (ii) regarding the Content, goods, services, advice, information or links provided by any third parties or users; (iii) that the Website will meet your requirements; or (iv) that the Website will be error-free or that any errors will be corrected. No advice or information, whether oral or written, obtained by you from the Website shall create any warranty not expressly stated in these Terms of Use.

Company assumes no responsibility for: (i) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communication; and (ii) any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Website, including any injury or damage to you or to any person's computer related to or resulting from use of the Services or the Website.

No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Content and/or the Services except to the extent that they are expressly set out in these Terms of Use.

**6. Limitation of Liability**

You understand and acknowledge that Company shall not be liable to you for:

- any indirect, incidental, consequential, punitive or exemplary losses which may be incurred by you arising out of your use of, or inability to use, the Website or the Services. This shall include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you; or
- any loss or damage which may be incurred by you as a result of: (i) any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Services; (ii) any changes that Company may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services); (iii) the deletion of, corruption of, unauthorized access to, or failure to store, any content and other communications data maintained or transmitted by or through your use of the Services; (iv) the use of any products or services obtained on or through the Website; or (v) any other matter relating to the Website, the Services, or the Content.

By using the Website and any of the Services, you agree that you will solely assume all risk associated with any actions you take in response to, or under the advice of, any Content. The limitations on Company's liability to you in this paragraph 5 shall apply whether or not Company has been advised of or should have been aware of the possibility of any such losses arising.

**IF YOU ARE DISSATISFIED WITH THE WEBSITE, THE SERVICES, OR THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE AND SERVICES.**

#### **7. Indemnity**

You agree to defend, indemnify and hold harmless Company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website and Services; (ii) your violation of any term of the Terms of Use; or (iii) your violation of any third party rights, including without limitation any copyright, intellectual property, or privacy right. This defense and indemnification obligation will survive these Terms of Use and your use of the Website and Services.

#### **8. Digital Millennium Copyright Act**

If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material 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 all information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please contact our Copyright Agent as follows:  
 C.I. Diseño y Moda Internacional S.A.S.  
 c/o Salans LLP  
 620 Fifth Avenue  
 New York, NY 10020  
 Attn: Copyright Agent

Email: [Ischaeffer@salans.com](mailto:Ischaeffer@salans.com)

#### **9. Links To Other Sites**

The Website may contain links or references to other websites outside of our control. Links to other websites may use our Website logo or style as a result of a co-branding agreement. These websites may send cookies to you and may collect personally identifiable information about you and make use of that data in ways that this Website would not. Please be aware that Company has no control over these websites and that these Terms of Use do not apply to these sites. Company cannot be held responsible for those sites or external sources, or for any damage or losses deriving from the use of the content, or goods and services available on those sites or external sources. Company encourages you to read the privacy policies and terms of use linked or referenced in the websites you enter.

#### **10. General Legal Terms**

**Complete Terms.** These Terms of Use, including the Company Privacy Policy, constitute the whole legal agreement between you and Company and govern your use of the Services and completely replace any prior agreements between you and Company in relation to the Services. Notwithstanding the foregoing, you understand that Company may make changes to the Terms of Use from time to time. When these changes are made, Company will make a new copy of the Terms of Use available at <http://www.nancygonzalez.com>. You agree that Company is under no obligation to provide you with notices regarding changes to the Terms of Use. You understand that it is your responsibility to check the Terms of Use regularly for changes.

**Modifications to the Services.** Company is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Company provides may change from time to time without prior notice to you. You further acknowledge and agree that Company may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Company's sole discretion, without prior notice to you.

**Confidentiality.** You understand that Company may grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Company reserves the right to revoke these exceptions either generally or in specific cases.

**Liability in the Event of Breach.** You agree that you will comply with all of the provisions of these Terms of Use. You understand that you are solely responsible for (and that Company has no responsibility to you or to any third party for) any breach of your obligations under the Terms of Use and for the consequences (including any loss or damage which Company may suffer) of any such breach.

**Rights Not Waived.** You agree that if Company does not exercise or enforce any legal right or remedy which is contained in these Terms of Use (or which Company has the benefit of under any applicable law), this will not be taken to be a formal waiver of Company's rights and that those rights or remedies will still be available to Company.

**Severability.** If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms of Use is invalid, then that provision will be removed from the Terms of Use without affecting the rest of the Terms of Use. The remaining provisions of the Terms of Use will continue to be valid and enforceable.

**Governing Law.** These Terms of Use, and your relationship with Company under the Terms of Use, shall be governed by the laws of the State of New York. You and Company agree to submit to the exclusive jurisdiction of the State and Federal courts in New York City, New York, and waive any claim or defense of inconvenient forum or lack of personal jurisdiction in such forum under any applicable law or decision or otherwise.

**Violation of Terms of Use.** Please report any violations of the Terms of Use by emailing [Ischaeffer@salans.com](mailto:Ischaeffer@salans.com).

Last Updated: January 7, 2013