

GENERAL TERMS OF USE – CREATIVE NAIL DESIGN WEBSITE

PLEASE READ THESE GENERAL TERMS CAREFULLY BEFORE USING THIS WEBSITE

- 1. THE OWNERSHIP OF www.creativenaildesign.com AND THE PURPOSE OF THE WEBSITE**
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For questions or comments about our Company or its Website, contact CND through the e-mail address **hotline@cnail.com**.

The intent of this Website is to support visitors in the following way: to inform them of the range of beauty products offered by CND; to promote products currently on special offer through CND; to announce upcoming CND-sponsored educational events; to locate authorized distributors reselling CND products; to locate salons, spas or retail beauty outlets carrying CND products; to inform of job opportunities within CND; to purchase logo wear and educational tools online; to inform them of recent press activity involving CND and to provide general information regarding CND as a company.

- 2. THE NATURE OF YOUR ACCEPTANCE OF THE GENERAL TERMS OF USE**

By using this Website, it is understood that you accept these General Terms of Use without reservation. If you do not agree with any of the General Terms of Use stated below, please **DO NOT USE THIS WEBSITE**. Moreover, visitor’s use of this Website is subject to CND’s Privacy Policy.

- 3. THE NATURE OF THE ACCESS TO THE WEBSITE**

The services of this Website are free for visitors and require no previous subscription or registration. However, to access the area entitled “Pros Only” you must register, though this requires no payment obligation.

- 4. INTELLECTUAL AND INDUSTRIAL PROPERTY**

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Visitors agree **NOT TO USE** the services that CND provides through this Website to carry out activities that are against any laws or regulations, morals or public order. Because of the global

nature of the Internet, visitors agree to comply with all local rules pertaining to online and acceptable conduct and regarding transmission of data from the United States or country of residence or use.

Visitors also agree to use the Website in accordance with these GENERAL TERMS. The user will not use the Website in such a way that might damage, render useless, overload or deteriorate the Website or the service or prevent the normal use or enjoyment of the Website by other users. The user similarly agrees not to carry out advertising activities or commercial use of the material of the Website controlled by CND.

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Visitors agree to abstain from manipulating the identifying data of CND or of third parties that have licensed their material to CND and the services offered through the Website.

Visitors agree to refrain from giving own data and own identifying details that obstruct correct identification.

Visitors agree to abstain from manipulating the technical devices protecting contents or information and the general configuration of the space of this Website.

CND reserves the right to refuse or withdraw access to the Website at any time and without forewarning for users failing to comply with the General Terms of Use.

6. MODIFICATIONS TO THE WEBSITE OR TO THE SERVICES

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CND will strive to guarantee the security of the information provided by users. However, it is unable to guarantee that information is transmitted in a totally secure way.

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Visitors agree to compensate and indemnify CND as holder of this Website, and its officers, managers, employees, agents, other companies within its parent company, The Colomer Group, distributors and subscribers, and hold them harmless for and from any claim from third parties, accusations, liabilities, costs or expenses, including attorneys fees and costs, resulting from the user's violation of any aspect indicated in these General Terms of Use.

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11. **LAW AND JURISDICTION**

These General Terms of Use, and any relationship between the visitor and CND as the holder of this Website, will be governed by the laws and regulations of the State of Florida, USA.

For any legal conflict derived from the existence or content of these General Terms or the relationship between the user and CND, both parties expressly waive any other law that might apply and submit to the exclusive jurisdiction and competence of the Courts located in Jacksonville, Florida, USA.

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