

Last Modified 4-2-13

Website Terms of Use

Acceptance of the Terms of Use

Welcome to the website of DERMAWARE BIO-TARGETED SKIN CARE and Ecozone, Inc. (collectively referred to as "**we**," "**us**," or "**Company**"). The following terms and conditions, together with any documents expressly incorporated by reference (collectively, the "**Terms of Use**"), govern your access to and use of www.dermaware.com, including any content, functionality and services offered on or through www.dermaware.com. (the "**Website**"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. Certain portions of our **Website** are only for licensed estheticians, certified dermatologist, certified plastic surgeons and other licensed skin care professionals or businesses. If you are not a licensed skin care professional, you may only use the retail portion of www.dermaware.com. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these Terms of Use, you must not access or use the Website.

Types of Users

This Website is offered and available only to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. **The PROFESSIONAL portion of the website, accessible only by separate professional registration and log-in, is only for licensed estheticians, certified dermatologist, certified plastic surgeons and other licensed skin care professional businesses.** By creating a PROFESSIONAL registration or accessing the PROFESSIONAL portion of the Website, you certify that you are a licensed esthetician, certified dermatologist, certified plastic surgeon, or other licensed skin care professional. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements in the previous sentence. If you do not meet all of these requirements, you must not access or use the Website.

To access and use this Website you must be 18 years of age or older.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use

means that you accept and agree to the changes. You are expected to check this page frequently when you access this Website so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website, including but not limited to, obtaining access to the internet through an internet service provider.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

You acknowledge that transmissions to and from this Website are not confidential and your transmissions may be read or intercepted by others. You acknowledge that by submitting your transmissions, information, or other communications to Company, no confidential, fiduciary, contractually implied or other relationship is created between you and Company other than pursuant to the Terms of Use.

We have the right to disable any user name, identification code, password or other identifier, whether chosen by you or provided by us, at any time, in our sole discretion, for any or no reason, including if, in our opinion, you have violated any provision of the Terms of Use.

Products and Services Offered/Discussed on Website; Access to Portions of Website

Certain products or services offered or discussed on the Website or portions of the Website may be governed by additional terms ("**Additional Terms**") presented in conjunction with those products, services, or upon initial access to a certain portion of the Website. You must agree to these Additional Terms before using those products, services, or portion of the Website. In the event of an

irreconcilable inconsistency between the Additional Terms and the Terms of Use, the Additional Terms will control.

Privacy

Certain personally identifiable information may be collected from you. When you use the Website, Company may monitor your usage of the Website. By using the Website, you agree that Company may collect, use and disclose certain information you provide during the use of the Website, and in some cases information that is provided by other parties.

If you apply for registration on the Website or make a purchase of products or services on the Website, certain personally identifiable information will be collected from you, including your name, e-mail address, phone number, physical address, and financial information, such as a credit/debit card number (“**Personal Information**”). Company will use the Personal Information you provide to bill you for the products and/or services which you order. By providing your financial information and related Personal Information, you are authorizing Company to give that information to the credit/debit card company in order to confirm and fulfill your order. Company may use a third party to process online payments and therefore you authorize Company to transfer your financial information and related Personal Information to such third party to process your order. Company will use the Personal Information to fulfill your order. Company may use the Personal Information to contact you when necessary. If you do not agree to the collection of Personal Information, then you may not apply for registration on the Website or make a purchase of products or services from the Website.

By providing Personal Information, you fully understand and unambiguously agree to the transfer of such Personal Information to, and the collection and processing of such Personal Information in, the United States. Your Personal Information may be stored and processed on Company’s computers in the United States. The laws on holding personally identifiable information in the United States may vary and be less stringent than the laws of your state or country. If Company holds and transmits your Personal Information, Company will use commercially reasonable efforts to hold and transmit Personal Information in a safe, confidential and secure environment. If you do not agree to your Personal Information being transferred or used in this manner, then you must not submit Personal Information to Company or use the Website or purchase products or services from the Website.

Any applicable privacy policy for the Website will not be considered as part of the Terms of Use or an Additional Term. In the event of an irreconcilable inconsistency between the privacy policy and the Terms of Use, the Terms of Use will control.

You acknowledge and agree that Company may collect and disclose certain personally identifiable information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process or other governmental inquiry; (b) enforce the Terms of Use; (c) take action regarding suspected illegal activities; (d) protect Company’s rights, reputation, and property, or that of Company’s affiliates, or the public. YOU WAIVE AND HOLD HARMLESS COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, REPRESENTATIVES, OR SHAREHOLDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER COMPANY OR LAW ENFORCEMENT AUTHORITIES.

Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, products, services, protocols, formulations, procedures, fact sheets, ideas, concepts, marketing materials, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, service mark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not use, reproduce, distribute, adapt, modify, create derivative works based upon, publicly display, publicly perform, republish, license, sell, transfer, download, store, transmit, stream, broadcast or otherwise exploit the Website or any of the material on the Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, display or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you make take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete, alter, or obscure any copyright, trademark, service mark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, reverse-engineer, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the site is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

The Company name, the terms Dermaware Bio-Targeted Skin Care, Ecozone, and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity including, without limitation, by using e-mail addresses or user names associated with any of the foregoing.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by Company at its sole discretion, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, scripts or other device, process or means to access, "scrape," "crawl," retrieve, or index the Website or any portion of the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, defects, logic bombs or other material or computer code which is malicious, technologically harmful, or that may interrupt, destroy, limit the functionality of the Website, or interfere with the access of any user to the Website.

- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any content, materials, or features that enforce limitations on the use of the Website.
- Attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to discover or determine the source code of any aspect of the Website.
- Reformat or frame any portion of the Website.
- Attempt to probe, scan or test the vulnerability of any Company system or network or breach or impair or circumvent any security or authentication measures protecting the Website or the content, materials, or features located on the Website.
- Interfere with or disrupt the service or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website.
- Take any action that imposes or may impose, in Company's sole discretion, an unreasonable or disproportionately large load on Company's technology infrastructure or otherwise make excessive traffic demands of the Website
- Otherwise attempt to interfere with the proper working of the Website.
- Encourage or instruct any other individual to do any of the foregoing.

Company will determine, in its sole discretion, whether you have engaged in prohibited conduct; Company's determination will be final and unreviewable, and you waive any and all rights you may have to challenge Company's decision.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Testimonials

The Website may contain comments and statements by third parties about Company or products and services obtained through Company or the Website. Company does not represent or warrant that any statements or comments by third parties are accurate or that you will have a similar experience. Company explicitly disclaims any liability for reliance on any comments or statements made by third parties.

Website Modification; Availability; Termination; Cancellation

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

The Website (or any portion of the Website) may be modified, updated, interrupted, suspended or terminated at any time, for any reason, without notice to you. You agree that Company will not be liable to you or to any third party for any modification, update, interruption, suspension or termination of the Website or any portion thereof.

Company may suspend or terminate your access to the Website (or any portion of the Website) at any time, in Company's sole discretion, with or without notice, if you fail to comply with any provision of the Terms of Use, or for any other reason, or for no reason at all. Any suspension, termination or cancellation will not affect your obligations to Company under the Terms of Use (including but not limited to intellectual property, indemnification, disclaimers of warranty and limitation of liability, choice of law and venue), which by their sense and context are intended to survive such suspension, termination or cancellation.

Company will not be liable to you or any other person for termination of the Website or termination of your use of the Website.

_____ The Terms of Use are applicable to you upon your clicking on the "I Accept" box and your continued use of this Website and/or entering into any agreement or making any purchase via the Website. The Terms of Use will survive indefinitely unless and until either party terminates the Terms of Use. You may terminate the Terms of use at any time for any reason by discontinuing use of or access to the Website. Company may terminate the Terms of Use, without notice, at any time, and for any or no reason. Upon termination, all licenses and other rights granted to you under the Terms of Use will immediately cease. Any termination will not affect your obligations to Company under the Terms of Use (including but not limited to intellectual property, indemnification, disclaimers of warranty and limitations of liability, choice of law and venue), which by their sense and context are intended to survive such suspension, termination or cancellation.

Online Purchases and Other Terms and Conditions

All PROFESSIONAL LOG –IN purchases through our site or other transactions for the sale of goods, services or information formed through the PROFESSIONAL portion of the Website or as a result of visits made by you to the PROFESSIONAL portion of the Website are governed by our PROFESSIONAL Terms of Sale, [<https://www.dermaware.com/dermaware/professionalhome.>], which are hereby incorporated into these Terms of Use.

All RETAIL OR PUBLIC LOG-IN purchases through our site or other transactions for the sale of goods, services or information formed through the RETAIL OR PUBLIC LOG-IN portion of the Website or as a result of visits made by you to the RETAIL OR PUBLIC LOG-IN portion of the Website are governed by our RETAIL OR PUBLIC Terms of Sale [https://www.dermaware.com/dermaware/form_logged_in.asp] which are hereby incorporated into these Terms of Use.

Additional terms and conditions may also apply to specific portions, services or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to the Website and Social Media Features

You may link to our homepage only with our express written consent, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part.

You agree to cooperate with us in causing any unauthorized framing or linking to immediately cease. We reserve the right to withdraw linking permission without notice.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. Company has no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. You acknowledge and agree that Company is not responsible for the availability, accuracy, completeness, timeliness, or reliability of such external sites or resources. Company does not endorse, and is not responsible or liable for any content, advertising, products, services or other materials on or available through such sites or resources. If you choose to access any of the third party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. You further acknowledge and agree that Company will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on such content, goods or services available on or through any such site or resource. The presence of a link to a third-party site does not constitute or imply Company's endorsement, sponsorship, or recommendation of the third party or of the content, products, services, or material obtained on, or available through, the third-party site.

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The owner of the Website is based in the state of Louisiana in the United States. Company provides this Website for use only by persons located in the United States. Company makes no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

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anyone on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Deny Orders. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any such materials. By using the Website you represent and warrant that you are not located in, under the control of, or a national or resident of any such country to which such import, export, or re-export is prohibited and that you are not a person or entity to which such export is prohibited.

Disclaimer of Warranties

You understand that Company cannot and does not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER SYSTEM, MOBILE DEVICE, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE WEBSITE, OR ON ANY WEBSITE LINKED TO THE WEBSITE.

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THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, FITNESS FOR PARTICULAR PURPOSE, COURSE OF DEALING AND/OR COURSE OF PERFORMANCE.

FURTHER, COMPANY MAKES NO WARRANTY THAT (i) THE WEBSITE WILL MEET YOUR REQUIREMENTS, OR (ii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH OR FROM THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS OWNERS, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS (COLLECTIVELY, THE "ECOZONE ENTITIES") BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO (i) DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES OF ANY KIND; (ii) THE USE OF OR INABILITY TO USE THE WEBSITE; (iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR FROM TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) ERRORS OR INACCURACIES CONTAINED ON THE WEBSITE OR ANY CONTENT, INFORMATION, PRODUCTS, OR SERVICES OBTAINED THROUGH THE WEBSITE; (vi) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; (vii) ANY PROPERTY DAMAGE, INCLUDING DAMAGE TO YOUR COMPUTER OR COMPUTER SYSTEM CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, DURING OR ON ACCOUNT OF ACCESS TO OR USE OF THE WEBSITE OR ANY SITE TO WHICH IT PROVIDES LINKS; (viii) ANY DAMAGES OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE OR OTHERWISE RELATED TO THE WEBSITE; OR (ix) PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, , LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF USE , AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF THE ECOZONE ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR USE OF THE WEBSITE IS AT YOUR SOLE DISCRETION AND RISK. ANY MATERIAL OR CONTENT DOWNLOADED OR OTHERWISE ACCESSED OR OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE, OR FOR ANY LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE WEBSITE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Your sole and exclusive right and remedy in case of dissatisfaction with the Website or any other grievance will be your discontinuation of access to, or use of the Website.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its owners, affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, shareholders, partners, representatives, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees, including reasonable attorneys' fees, arising out of or relating to or in any way connected with (i) your violation of these Terms of Use, (ii) your access to or use of the Website, including, but not limited to any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website; or (iii) your violation of any third party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Company and you agree to cooperate with Company's defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, demand, action or proceeding within a reasonable time after becoming aware of it.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising there from or related thereto (in each case, including non-contractual disputes or claims), will be governed by and construed in accordance with the internal laws of the State of Louisiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Louisiana or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State Louisiana, in each case located in Jefferson Parish, Louisiana, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your jurisdiction of residence or any other relevant jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use will not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, then such provision will be deemed superseded by a valid, enforceable provision that matches, as closely as possible, the original provisions, and the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and, our Customer Service or Terms of Sale and Account Set Up and Liability Release Forms constitute the sole and entire agreement between you and Dermaware Bio-Targeted Skin Care and Ecozone Inc. with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Assignment

The Terms of Use are not assignable, transferable or sublicensable by you except with Company's prior written consent, but may be assigned or transferred by Company without restriction. Any assignment attempted to be made in violation of the Terms of Use will be void.

Your Comments and Concerns

This website is operated by Ecozone Inc., 132 Pintail Street, St Rose, LA 70087. All notices should be sent to the above address.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: care@dermaware.com.

Thank you for visiting the Website.