

# Terms of Use

**Last updated: 11 August 2023**

The website, <https://www.perfumeloversclub.com/> ("website") is operated by Platform One Inc. ("Platform One," "we," "our" or "us") in collaboration with its affiliates (collectively, the "Platform One Group"). Via our website, Platform One offers a select group of people ("members", "you," or "your") the opportunity to participate in surveys relating to our products and to openly express positive and negative criticism in forums that we provide. We aim to satisfy members' needs and ensure that our services are always geared to those needs. Your active membership is very valuable to us in helping us to fulfil this objective.

## **1. Membership of/participation in The Perfume Lovers Club**

- a. Participation in The Perfume Lovers Club is free of charge.
- b. Participation in The Perfume Lovers Club is open to persons who are at least 18 years of age.
- c. Your participation in The Perfume Lovers Club is not transferrable.
- d. Only one login per person is permitted for participation in The Perfume Lovers Club
- e. Platform One reserves the right to temporarily restrict your access to The Perfume Lovers Club for maintenance and updating.

## **2. Registration**

By filling out an electronic sign-up form, you are applying to join The Perfume Lovers Club. You agree to provide truthful and complete information. Please state your first name, last name, e-mail address and date of birth. Because The Perfume Lovers Club has a limited number of members, Platform One will decide, in its sole discretion, who is invited into The Perfume Lovers Club.

## **3. Acceptance of Terms of Use / Changes and Modifications**

- a. By using the website, you agree to be legally bound by these Terms of Use and you agree to the processing and use of your personal data in accordance with our [Privacy Policy](#). If you do not agree with these Terms of Use or our Privacy Policy, you should not use the website. **Please save and/or print a copy of these Terms of Use and [Our Privacy Policy](#) for your future reference.**
- b. We may amend these Terms of Use from time to time. If we do, we will publish the changes on the Website. It is your responsibility to check the website periodically for changes to these Terms of Use. The date at the top of this webpage indicates

when these Terms of Use were last updated. Amendments to these Terms of Use will take effect 5 days after the date on which we publish the amendments on the website, and from then on will govern the relationship between you and us in respect of your use of the website. If you do not agree with the amended Terms of Use, you must not continue to use the website after the date on which the amendments take effect.

#### **4. Rights of Use**

- a. By posting content (comments), you grant Platform One and its affiliates (collectively, the "Platform One Group") the perpetual and worldwide right to use this content.
- b. While upholding the moral rights of the creator and your personal rights, the Platform One Group is entitled in particular to reproduce and distribute your comments, make your comments publicly accessible and accessible on demand (online, access and broadcast rights), and archive and store your comments in databases.
- c. The data/content that you provide to The Perfume Lovers Club may be shared in anonymized form on all Platform One Group websites and/or mobile applications, with any exceptions expressly noted in these Terms of Use or the Privacy Policy.
- d. The intellectual property rights in the website and copyright in all material stored, displayed and accessible on the website, including all Platform One and Platform One Group trademarks and service marks, are either owned by us or duly licensed to us by third parties. All such rights are reserved.

#### **5. Suitability of Content and Rules of Conduct**

- a. You represent and warrant that you have all rights to the content you submit, in particular that you are entitled to transfer the aforementioned rights to Platform One.
- b. Platform One is under no obligation to publish content that you submit. Platform One will decide what to publish at the discretion of the editors.
- c. You agree not to:
  - i. Use or access the website for any fraudulent or unlawful purpose;
  - ii. Use or access the website to impersonate any person or entity;
  - iii. Interfere with or disrupt the operation of the website or access to it;
  - iv. Transmit or otherwise make available in connection with the website or access to it any virus, worm, Trojan horse, time bomb, spyware, or other

harmful computer code, file, or program, restrict or inhibit the ability of any other person to access or use the website;

vi. Modify, adapt or translate any portion of the website;

vii. Remove, obscure or modify any copyright, trademark, or other proprietary rights notice from the website; and

viii. Frame, link or deep-link the website to any other website without our prior written consent.

- d. From time to time, the website may include links to third party websites. These links are provided for your convenience only and do not signify that we endorse such third-party websites. We do not review such third party websites and you acknowledge and agree that: (a) we are not responsible for such websites, including the terms on which such websites are made available and the privacy policies of such websites, and do not control their content or availability; (b) we make no representation, warranty or condition, either express or implied, in relation to any goods or services or information received from such websites; and (c) if you access any such websites, you do so entirely at its own risk.

## **6. Consequences of Violating these Terms of Use**

- a. You agree to use The Perfume Lovers Club website only for lawful purposes. This means that you may only use The Perfume Lovers Club in ways or for purposes which do not violate these Terms of Use, applicable laws in United States, or the rights of third parties.
- b. Platform One may take necessary action in the event of your violation of these Terms of Use or applicable laws. Depending on the severity of the violation, Platform One reserves the right to delete content submitted by you and/or issue a warning to the user concerned. Serious or repeated violations may result in your access to The Perfume Lovers Club being completely blocked and/or the termination of your membership in The Perfume Lovers Club.

## **7. Release from Liability**

The views and opinions expressed by The Perfume Lovers Club members do not necessarily reflect those of Platform One. Statements published by members inside the site's Lounge area and all other areas represent such members' personal opinions.

## **8. Cancellation/Termination of The Perfume Lovers Club membership**

- a. You can terminate your membership in The Perfume Lovers Club at any time without giving notice. To do so, click on the "Unsubscribe" link in one of the emails you received from The Perfume Lovers Club or contact [support@perfumeloversclub.com](mailto:support@perfumeloversclub.com).

- b. Platform One is entitled to terminate your membership in The Perfume Lovers Club at any time without stating reasons. Once Platform One has terminated your membership, you may only re-join The Perfume Lovers Club with the express permission of Platform One. Further, Platform One may completely shut down the The Perfume Lovers Club website or service without notice or warning.

## **9. Privacy Policy**

A separate Privacy Policy exists and can be found on the website for The Perfume Lovers Club. Your acceptance of the Privacy Policy is a condition for your use of The Perfume Lovers Club.

## **10. Disclaimer**

Except as otherwise expressly provided in these Terms of Use, the website is made available to you on an "as is" basis. We disclaim and do not accept any liability to you in respect of the website, your use of it or otherwise. It is your responsibility to ensure that the website is suitable for your intended purposes. We accept no liability as to the suitability or fitness of the website in meeting your needs and we exclude to the fullest extent permissible by law all express or implied warranties, representations, conditions or terms. We give no warranty: (a) that access to the website will be uninterrupted or error-free; (b) that the website and/or the computer server from which the website are made available, are free of viruses or other harmful components; or (c) as to the accuracy, content, timeliness, completeness, reliability, quality or suitability of any content contained in or delivered via the website or otherwise made available in connection with the website.

You further acknowledge and agree that the operation of the website is dependent upon the proper and effective functioning of the internet and other third-party equipment and services, and that we do not guarantee and will not be liable for these in any way.

Without limiting the foregoing, we will not be liable to you for any special, indirect or consequential losses or damages, or any loss of data, profits, revenues, business, or goodwill.

## **11. Governing Law**

These Terms of Use and any dispute or claim arising out of or in connection with these Terms of Use or their subject matter (including non-contractual disputes or claims) are subject to laws of the State of Ohio and to the exclusive jurisdiction of the courts located in the city of Cincinnati, Ohio, U.S.A.