

Terms of Use

This website www.dacques.com (the "Website") is operated by Dacques Nini LLC ("Dacques", "we", "our", or "us"). The Website enables anonymous visitors to the Website ("Visitors") to browse the Website, and Visitors who are at least eighteen (18) year of age and not a minor in their state or residence, and who affirmatively indicate their agreement to abide by these Terms of Use (this "Agreement") by means of a click-through consent where this option is made available by Dacques ("Registrants"), to purchase our products through the Website. The terms "you", "your" and "yours" when used herein refer to either Registrants or Visitors, or to both Registrants and Visitors collectively, as applicable; provided that such terms will refer collectively to both Registrants and Visitors unless the context of this Agreement indicates otherwise. This Agreement sets forth the terms and conditions that govern your use of the Website.

1. Agreement. Please read this Agreement carefully before accessing the Website. In order to use the Website, you must first agree to be bound by the terms and conditions set forth in this Agreement. By accessing the Website, Visitors indicate that they have read, understood and agree to be bound by the terms and conditions set forth in this Agreement. If you do not agree to be bound by this Agreement, you are not authorized to use the Website. Furthermore, you are not authorized to use the Website if (i) you are not of legal age or otherwise do not have the legal capacity to form a binding contract with Dacques, or (ii) you are a person barred from using the Website either (a) under the laws of the country in which you reside or from which you are attempting to access the Website or (b) due to prior violations of this Agreement. We reserve the right to modify this Agreement at any time. You shall periodically review this Agreement to be aware of such modifications. You further agree that your continued use of the Website after any such modifications have been made shall be deemed to be your conclusive acceptance of any modified version of this Agreement.

2. Services. The form and nature of the products or services offered through the Website may change from time to time without prior notice to you. As part of our continuing innovation, Dacques may stop (permanently or temporarily) providing certain Website features to you in our sole discretion, without prior notice to you.

3. Transactions.

3.1 Products. Various of our products may be offered for sale through the Website or directly by Dacques. If you wish to purchase any of these products, you will be asked by Dacques or an authorized third party on Dacques' behalf to supply certain information to us or to an agent, including your full name, address and credit card information. Dacques is not responsible for processing any payments made through the Website. You shall provide Dacques or any third party acting as our agent with accurate, complete and current information at all times, and to comply with the terms and conditions of any ancillary agreement that you may enter into that governs your purchase of any product.

3.2 Payments. Your right to any product that is available for purchase through the Website or directly from Dacques is conditional on our receipt of the appropriate full payment and related costs for such product. If such payment and costs cannot be charged to your credit card or if a charge is refunded for any reason, including chargeback, we reserve the right to cancel your order. If we suspect that a fraudulent transaction has been initiated from your account, we reserve the right to suspend or cancel your account. You are responsible for all charges made under your account.

3.3 Taxes. You are responsible for paying all applicable taxes arising out of any purchase made under your account or otherwise made by you.

3.4 Shipping. You are responsible for paying all applicable shipping costs and expenses arising out of any purchase made under your account or otherwise made by you.

3.5 Product Descriptions. We attempt to be as accurate as possible in describing products (including pricing) offered for purchase through the Website or directly from Dacques; however, we do not warrant or represent that all such descriptions are complete, current or error-free.

4. Intellectual Property.

4.1 Copyright. The Website contains various Content that is protected by the copyright laws of the United States and other jurisdictions. As between you and Dacques, Dacques owns all rights, title and interest (including all copyright, trademark, patent, trade secret and other intellectual property rights) in and to the Website (including all Content appearing therein), and you have no rights in and to the Website other than as expressly set forth in this Agreement.

4.2 Trademarks. The trademarks "Dacques" and all names, graphics, designs, logos, page headers, button icons, scripts, commercial markings, trade dress, and service names appearing on the Website and which indicate a source of goods or services (collectively, the "Trademarks") belong exclusively to Dacques or to our licensors, sponsors, suppliers or other third parties, as indicated. Trademarks are protected by the trademark laws of the United States and other applicable jurisdictions. You may not use, copy, reproduce, republish, distribute or modify any Trademark in any way, including distributing content for advertising or publicity or otherwise, without our prior written consent or the consent of such third party Trademark holder, as applicable.

4.3 Removal of Notices. You shall not remove, obscure, or alter any proprietary rights notices (including copyright and Trademark notices) that may be affixed to or contained within any content, and you shall abide by all such notices.

5. Third Party Links & Websites.

5.1 The Website provides links to third party websites that we believe may be of possible interest to you. Because we do not endorse or otherwise have control over such websites, we are not responsible or liable, directly or indirectly, for (i) the availability of such websites, (ii) any content, data, text, software, music, sound, photographs, video, messages, tags, links, advertising, services, products, or other materials on or available from such websites, (iii) your participation, correspondence or business dealings with any third party found on or through the Website regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, which are solely between you and any such third party, or (iv) any damage or loss caused or alleged to be caused by or in connection with your interaction with any such third party. Your use of any website linked to from the Website is subject to the policies and procedures of the owner of such website, and your use of all such websites is subject to such policies and procedures and not to the terms and conditions of this Agreement. You understand that by using any third party website linked to from the Website, you may be exposed to content or other materials that are offensive, indecent, defamatory or otherwise objectionable.

5.2 Creating or maintaining any link from another website to any page on this Website without Dacques' prior written permission is prohibited. Running or displaying this Website or any material displayed on this Website in frames or through similar means on another website without Dacques' prior written permission is also prohibited. Any permitted links to this Website must comply with all applicable laws, rules and regulations.

6. DISCLAIMER OF WARRANTIES. YOUR USE OF THE WEBSITE IS "AS IS" AND "AS AVAILABLE." DACQUES DOES NOT MAKE ANY GUARANTY OF THE ACCURACY, CORRECTNESS, USEFULNESS OR COMPLETENESS OF THE WEBSITE OR ANY PRODUCTS SOLD TO YOU. SPECIFICALLY, DACQUES DISCLAIMS (I) ANY DESIGN WARRANTIES, (II) ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE REGARDING THE WEBSITE, AND (III) ALL WARRANTIES NOT EXPRESSLY MADE IN THIS AGREEMENT.

7. Representations and Warranties. You represent and warrant that (a) you have all rights, power and the full legal authority to enter into this Agreement on your own and that this Agreement is enforceable against you in accordance with its terms and conditions (b) you have carefully read this Agreement and shall comply with all of your obligations under this Agreement, (c) all purchases made through the Website or directly from Dacques are not intended for resale and are for personal use or for use as a gift, and (c) you accept and will abide by the terms of this Agreement (including the disclaimer of warranties provisions set forth herein) and any other ancillary terms and conditions posted on the Website.

8. No Endorsement. Dacques is neither affiliated with, nor sponsored or endorsed by, any specific product, service, methodology or person. The owners of any third party Trademark or copyright appearing on the Website are not sponsors of Dacques or the Website and have not endorsed and are not affiliated with Dacques or the Website, and Dacques is not a sponsor and does not endorse any such third parties.

9. No Agency. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created between you and Dacques by this Agreement.

10. Notices. All notices hereunder shall be in writing and sent to dacques@dacques.com.

11. Dispute Resolution. By visiting the Website or otherwise making a purchase from the Website, you and Dacques agree that, if there is any controversy, claim, action or dispute arising out of or related to any transaction conducted on the Website, or the breach, enforcement, interpretation, or validity of this Agreement or any part of it ("Dispute"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Both you and Dacques agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party.

IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. Other rights that you and we would have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. All such Disputes shall be exclusively submitted to Judicial Arbitration and Mediation Services, Inc. for binding arbitration under its rules then in effect in Houston, Texas U.S.A., before one arbitrator to be mutually agreed upon by both parties. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability or formation of this Agreement, including any claim that all or any part of this Agreement is void or voidable.

12. Assignment. You shall not resell or assign your rights, duties or obligations under this Agreement, and any attempted assignment or delegation will be void and of no force or effect whatsoever. This Agreement may be automatically assigned by Dacques, in our sole discretion, to a third party, and such an assignment will inure to the benefit of our successors, assigns and/or licensees.

13. Non-Waiver. No waiver of any provision of this Agreement, or a breach hereof, shall be effective unless it is in writing and signed by both parties. No waiver of a breach of this Agreement (whether express or implied) shall constitute a waiver of a subsequent breach.

14. Severability. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of them shall not affect the enforceability or validity of the remaining provisions of this Agreement.

15. General. Section headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. This Agreement and any ancillary terms and conditions referenced herein or included in the Website sets forth the entire understanding and agreement between us with respect to the subject matter hereof. The provisions of this Agreement shall survive suspension or cancellation of your account to the extent necessary to carry out the obligations of you and Dacques hereunder.

If you have any questions or concerns regarding the Website, please contact us by e-mail at dacques@dacques.com.