

## DONNA RARA LEGAL STATEMENT

### TERMS AND CONDITIONS

The Donna Rara website located at [www.donnarara.com](http://www.donnarara.com) is a copyrighted work belonging to Donna Rara. Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features.

All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

These Terms of Use described the legally binding terms and conditions that oversee your use of the Site. BY LOGGING INTO THE SITE, YOU ARE BEING COMPLIANT THAT THESE TERMS and you represent that you have the authority and capacity to enter into these Terms. YOU SHOULD BE AT LEAST 18 YEARS OF AGE TO ACCESS THE SITE. IF YOU DISAGREE WITH ALL OF THE PROVISION OF THESE TERMS, DO NOT LOG INTO AND/OR USE THE SITE.

These terms require the use of arbitration Section 10.2 on an individual basis to resolve disputes and also limit the remedies available to you in the event of a dispute.

#### **Access to the Site:**

##### **Subject to these Terms**

Company grants you a non-transferable, non-exclusive, revocable, limited license to access the Site solely for your own personal, noncommercial use.

##### **Certain Restrictions**

The rights approved to you in these Terms are subject to the following restrictions: (a) you shall not sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site; (b) you shall not change, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site must be retained on all copies thereof.

Company reserves the right to change, suspend, or cease the Site with or without notice to you. You approved that Company will not be held liable to you or any third-party for any change, interruption, or termination of the Site or any part.

##### **No Support or Maintenance**

You agree that the Company will have no obligation to provide you with any support in connection with the Site. Excluding any User Content that you may provide, you are aware that all the intellectual property rights, including copyrights, patents,

trademarks, and trade secrets, in the Site and its contents are owned by Company or Company's suppliers. Note that these Terms and access to the Site does not give you any rights, title or interest in or to any intellectual property rights, except for the limited access rights expressed in Section 2.1. Company and its suppliers reserve all rights not granted in these Terms.

### **User Content**

"User Content" means any and all information and content that a user submits to the Site. You are exclusively responsible for your User Content. You bear all risks associated with the use of your User Content. You hereby certify that your User Content does not violate our Acceptable Use Policy. You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Company. Because you alone are responsible for your User Content, you may expose yourself to liability. Company is not obligated to backup any User Content that you post; also, your User Content may be deleted at any time without prior notice to you. You are solely responsible for making your own backup copies of your User Content if you desire. You hereby grant to Company an irreversible, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, or incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content on the Site. You hereby irreversibly waive any claims and assertions of moral rights or attribution with respect to your User Content.

### **Acceptable Use Policy**

The following terms constitute our "Acceptable Use Policy": You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right or any intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

In addition, you agree not to: (i) upload, transmit, or distribute to or through the Site any software intended to damage or alter a computer system or data; (ii) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages; (iii) use the Site to harvest, collect, gather or assemble information or data regarding other users without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site, whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Site; or (vi) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to the Site.

We reserve the right to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

If you provide Company with any feedback or suggestions regarding the Site, you hereby assign to the Company all rights in such Feedback and agree that the Company shall have the right to use and fully exploit such Feedback and related information in any

manner it believes appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary.

You agree to indemnify and hold Company and its officers, employees, and agents harmless, including costs and attorneys' fees, from any claim or demand made by any third-party due to or arising out of (a) your use of the Site, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Company reserves the right to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our 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, action or proceeding upon becoming aware of it.

### **Third-Party Links & Ads; Other Users**

#### **Third-Party Links & Ads**

The Site may contain links to third-party websites and services, and/or display advertisements for third-parties. Such Third-Party Links & Ads are not under the control of Company, and the Company is not responsible for any Third-Party Links & Ads. Company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices.

#### **Other Users**

Each Site user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. You agree that the Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

You hereby release and forever discharge the Company and our officers, employees, agents, successors, and assigns from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, actions and causes of action of every kind and nature, that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to the Site. If you are a California resident, you hereby waive California civil code section 1542 in connection with the foregoing, which states: "a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

#### **Cookies and Web Beacons**

Like any other website, Donna Rara uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

#### **Google DoubleClick DART Cookie**

Google is one of a third-party vendor on our site. It also uses cookies, known as DART cookies to serve ads to our site visitors based upon their visit to www.website.com and other sites on the internet. However, visitors may choose to decline the use of

DART cookies by visiting the Google ad and content network Privacy Policy at the following URL –

<https://policies.google.com/technologies/ads>

**Our Advertising Partners** Some of advertisers on our site may use cookies and web beacons. Our advertising partners are listed below. Each of our advertising partners has their own Privacy Policy for their policies on user data. For easier access, we hyperlinked to their Privacy Policies below.

- Google

<https://policies.google.com/technologies/ads>

### **Disclaimers**

The site is provided on an "as-is" and "as available" basis, and company and our suppliers expressly disclaim any and all warranties and conditions of any kind, whether express, implied, or statutory, including all warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We and our suppliers make not guarantee that the site will meet your requirements, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe. If applicable law requires any warranties with respect to the site, all such warranties are limited in duration to ninety (90) days from the date of first use.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

### **Limitation on Liability**

To the maximum extent permitted by law, in no event shall company or our suppliers be liable to you or any third-party for any lost profits, lost data, costs of procurement of substitute products, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or incapability to use the site even if company has been advised of the possibility of such damages. Access to and use of the site is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.

To the maximum extent permitted by law, notwithstanding anything to the contrary contained herein, our liability to you for any damages arising from or related to this agreement, will at all times be limited to a maximum of fifty U.S. dollars (u.s. \$50). The existence of more than one claim will not enlarge this limit. You agree that our suppliers will have no liability of any kind arising from or relating to this agreement.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### **Term and Termination**

Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Site will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these

Terms. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2 through 2.5, Section 3 and Sections 4 through 10.

### **Copyright Policy**

Company respects the intellectual property of others and asks that users of our Site do the same. In connection with our Site, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination of users of our online Site who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Site, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

- your physical or electronic signature;
- identification of the copyrighted work(s) that you claim to have been infringed;
- identification of the material on our services that you claim is infringing and that you request us to remove;
- sufficient information to permit us to locate such material;
- your address, telephone number, and e-mail address;
- a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of a material fact in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

### **General**

These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earliest of thirty (30) calendar days following our dispatch of an e-mail notice to you or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

Dispute Resolution. Please read this Arbitration Agreement carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Applicability of Arbitration Agreement.

All claims and disputes in connection with the Terms or the use of any product or service provided by the Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

#### **Notice Requirement and Informal Dispute Resolution**

Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to: [legal@donnarara.com](mailto:legal@donnarara.com). After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award to which either party is entitled.

#### **Arbitration Rules**

Arbitration shall be initiated through the American Arbitration Association, an established alternative dispute resolution provider that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules governing the arbitration are available online at [adr.org](http://adr.org) or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that the Company made to you prior to the initiation of arbitration, the Company will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

#### **Additional Rules for Non-Appearance Based Arbitration**

If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

#### **Time Limits**

If you or the Company pursues arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations and within any deadline imposed under the AAA Rules for the pertinent claim.

#### **Authority of Arbitrator**

If arbitration is initiated, the arbitrator will decide the rights and liabilities of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.

**Waiver of Jury Trial**

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less expensive than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

**Waiver of Class or Consolidated Actions**

All claims and disputes within the scope of this arbitration agreement must be arbitrated or litigated on an individual basis and not on a class basis, and claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

**Confidentiality**

All aspects of the arbitration proceeding shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

**Severability**

If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

**Right to Waive**

Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

**Survival of Agreement**

This Arbitration Agreement will survive the termination of your relationship with Company.

**Small Claims Court**

Nonetheless the foregoing, either you or the Company may bring an individual action in small claims court.

**Emergency Equitable Relief**

Anyhow the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

### **Claims Not Subject to Arbitration**

Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Netherlands County, California, for such purposes.

The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

Company is located at the address in Section 10.8. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

### **Electronic Communications**

The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal obligation that such communications would satisfy if it were be in a hard copy writing.

### **Entire Terms**

These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other.

These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

### **Your Privacy**

Please read our Privacy Policy.

### **Copyright/Trademark Information**



Copyright ©. All rights reserved. All trademarks, logos and service marks displayed on the Site are our property or the property of other third-parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

**Contact Information**

Donna Rara

Email: [legal@donnarara.com](mailto:legal@donnarara.com)

## **PRIVACY POLICY AND COOKIE STATEMENT**

Please review on the sections below to learn more about our privacy policy:

- WHO WE ARE
- CONTACT
- INFORMATION WE MAY COLLECT FROM YOU
- INFORMATION WE COLLECT FROM OTHER SOURCES
- HOW YOUR INFORMATION MAY BE USED
- DISCLOSURES OF YOUR INFORMATION
- STORAGE AND TRANSFER OF DATA
- COOKIES
- SOCIAL MEDIA AND OTHER THIRD PARTIES THAT PROVIDE CONTENT, ADVERTISING OR FUNCTIONALITY ON OUR SERVICES
- CHILDREN
- YOUR RIGHTS
- YOUR CALIFORNIA PRIVACY RIGHTS
- LINKS TO THIRD PARTY WEBSITES
- CHANGES TO OUR PRIVACY POLICY
- USERS OF SITES FROM THE EUROPEAN ECONOMIC AREA
- COOKIE POLICY

At Donna Rara, accessible from [www.donnarara.com](http://www.donnarara.com), one of our main priorities is the privacy of our visitors. This Privacy Policy document contains types of information that is collected and recorded by Donna Rara and how we use it.

If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us through email at [legal@donnarara.com](mailto:legal@donnarara.com).

#### Log Files

Donna Rara follows a standard procedure of using log files. These files log visitors when they visit websites. All hosting companies do this and a part of hosting services' analytics. The information collected by log files include internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analyzing trends, administering the site, tracking users' movement on the website, and gathering demographic information.

#### Cookies and Web Beacons

Like any other website, Donna Rara uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

#### Google DoubleClick DART Cookie

Google is one of a third-party vendor on our site. It also uses cookies, known as DART cookies, to serve ads to our site visitors based upon their visit to [www.website.com](http://www.website.com) and other sites on the internet. However, visitors may choose to decline the use of DART cookies by visiting the Google ad and content network Privacy Policy at the following URL –

<https://policies.google.com/technologies/ads>

#### Our Advertising Partners

Some of advertisers on our site may use cookies and web beacons. Our advertising partners are listed below. Each of our advertising partners has their own Privacy Policy for their policies on user data. For easier access, we hyperlinked to their Privacy Policies below.

- Google

<https://policies.google.com/technologies/ads>

#### **Privacy Policies**

Third-party ad servers or ad networks uses technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on Donna Rara, which are sent directly to users' browser. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their advertising campaigns and/or to personalize the advertising content that you see on websites that you visit.

Note that Donna Rara has no access to or control over these cookies that are used by third-party advertisers.

#### **Third Party Privacy Policies**

Donna Rara's Privacy Policy does not apply to other advertisers or websites. Thus, we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt-out of certain options. You may find a complete list of these Privacy Policies and their links here: [Privacy Policy Links](#).

You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers' respective websites.

## **What Are Cookies?**

### **Children's Information**

Another part of our priority is adding protection for children while using the internet. We encourage parents and guardians to observe, participate in, and/or monitor and guide their online activity.

Donna Rara does not knowingly collect any Personal Identifiable Information from children under the age of 13. If you think that your child provided this kind of information on our website, we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.

### **Online Privacy Policy Only**

This Privacy Policy applies only to our online activities and is valid for visitors to our website with regards to the information that they shared and/or collect in Donna Rara. This policy is not applicable to any information collected offline or via channels other than this website.

## **Consent**

### **What Are Cookies**

As is common practice with almost all professional websites, this site uses cookies, which are tiny files that are downloaded to your computer, to improve your experience. This page describes what information they gather, how we use it and why we sometimes need to store these cookies. We will also share how you can prevent these cookies from being stored however this may downgrade or 'break' certain elements of the sites functionality.

For more general information on cookies see the Wikipedia article on [HTTP Cookies](#).

### **How We Use Cookies**

We use cookies for a variety of reasons detailed below. Unfortunately in most cases there are no industry standard options for disabling cookies without completely disabling the functionality and features they add to this site. It is recommended that you leave on all cookies if you are not sure whether you need them or not in case they are used to provide a service that you use.

## **Disabling Cookies**

You can prevent the setting of cookies by adjusting the settings on your browser (see your browser Help for how to do this). Be aware that disabling cookies will affect the functionality of this and many other websites that you visit. Disabling cookies will usually result in also disabling certain functionality and features of this site. Therefore it is recommended that you do not disable cookies.

## **The Cookies We Set**

- Account related cookies

If you create an account with us then we will use cookies for the management of the signup process and general administration. These cookies will usually be deleted when you log out however in some cases they may remain afterwards to remember your site preferences when logged out.

- Login related cookies

We use cookies when you are logged in so that we can remember this fact. This prevents you from having to log in every single time you visit a new page. These cookies are typically removed or cleared when you log out to ensure that you can only access restricted features and areas when logged in.

- Email newsletters related cookies

This site offers newsletter or email subscription services and cookies may be used to remember if you are already registered and whether to show certain notifications which might only be valid to subscribed/unsubscribed users.

- Orders processing related cookies

This site offers e-commerce or payment facilities and some cookies are essential to ensure that your order is remembered between pages so that we can process it properly.

- Surveys related cookies

From time to time we offer user surveys and questionnaires to provide you with interesting insights, helpful tools, or to understand our user base more accurately. These surveys may use cookies to remember who has already taken part in a survey or to provide you with accurate results after you change pages.

- Forms related cookies

When you submit data to through a form such as those found on contact pages or comment forms cookies may be set to remember your user details for future correspondence.

- Site preferences cookies

In order to provide you with a great experience on this site we provide the functionality to set your preferences for how this site runs when you use it. In order to remember your preferences we need to set cookies so that this information can be called whenever you interact with a page is affected by your preferences.

## **Third Party Cookies**

In some special cases we also use cookies provided by trusted third parties. The following section details which third party cookies you might encounter through this site.

- This site uses Google Analytics which is one of the most widespread and trusted analytics solutions on the web for helping us to understand how you use the site and ways that we can improve your experience. These cookies may track things such as how long you spend on the site and the pages that you visit so we can continue to produce engaging content.

For more information on Google Analytics cookies, see the official Google Analytics page.

- Third party analytics are used to track and measure usage of this site so that we can continue to produce engaging content. These cookies may track things such as how long you spend on the site or pages you visit which helps us to understand how we can improve the site for you.

- From time to time we test new features and make subtle changes to the way that the site is delivered. When we are still testing new features these cookies may be used to ensure that you receive a consistent experience whilst on the site whilst ensuring we understand which optimizations our users appreciate the most.

- As we sell products it's important for us to understand statistics about how many of the visitors to our site actually make a purchase and as such this is the kind of data that these cookies will track. This is important to you as it means that we can accurately make business predictions that allow us to monitor our advertising and product costs to ensure the best possible price.

- The Google AdSense service we use to serve advertising uses a DoubleClick cookie to serve more relevant ads across the web and limit the number of times that a given ad is shown to you.

For more information on Google AdSense see the official Google AdSense privacy FAQ.

- We use adverts to offset the costs of running this site and provide funding for further development. The behavioural advertising cookies used by this site are designed to ensure that we provide you with the most relevant adverts where possible by anonymously tracking your interests and presenting similar things that may be of interest.

- Several partners advertise on our behalf and affiliate tracking cookies simply allow us to see if our customers have come to the site through one of our partner sites so that we can credit them appropriately and where applicable allow our affiliate partners to provide any bonus that they may provide you for making a purchase.

- We also use social media buttons and/or plugins on this site that allow you to connect with your social network in various ways. For these to work the following social media sites including; {List the social networks whose features you have integrated with your site?:12}, will set cookies through our site which may be used to enhance your profile on their site or contribute to the data they hold for various purposes outlined in their respective privacy policies.

- Other Provisions as Required by Law Numerous other provisions and/or practices may be required as a result of laws, international treaties, or industry practices. It is up to you to determine what additional practices must be followed and/or what additional disclosures are required. Please take special notice of the California Online Privacy Protection Act (CalOPPA), which is frequently amended and now includes a disclosure requirement for "Do Not Track" signals. Your Rights If you are a European resident, you have the right to access personal information we hold about you and to ask that your personal information be corrected, updated, or deleted. If you would like to exercise this right, please contact us through the contact information below. Additionally, if you are a European resident we note that we are processing your information in order to fulfill contracts we might have with you (for example if you make an order through the Site), or otherwise to pursue our legitimate business interests listed

above. Additionally, please note that your information will be transferred outside of Europe, including to Canada and the United States.

### **More Information**

Hopefully that has clarified things for you and as was previously mentioned if there is something that you aren't sure whether you need or not it's usually safer to leave cookies enabled in case it does interact with one of the features you use on our site. However if you are still looking for more information then you can contact us through one of our preferred contact methods:

- Email: [legal@donnarara.com](mailto:legal@donnarara.com)

## **End-User License Agreement ("Agreement")**

Please read this End-User License Agreement carefully before clicking the "I Agree" button, downloading or using Donna Rara.

### **Interpretation and Definitions**

#### **Interpretation**

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### **Definitions**

For the purposes of this End-User License Agreement:

- **Agreement** means this End-User License Agreement that forms the entire agreement between You and the Company regarding the use of the Application. This Agreement is maintained by the EULA Generator.
- **Application** means the software program provided by the Company downloaded by You to a Device, named Donna Rara

- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Donna Rara.
- **Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **Country** refers to: New York, United States
- **Device** means any device that can access the Application such as a computer, a cellphone or a digital tablet.
- **Third-Party Services** means any services or content (including data, information, applications and other products services) provided by a third-party that may be displayed, included or made available by the Application.
- **You** means the individual accessing or using the Application or the company, or other legal entity on behalf of which such individual is accessing or using the Application, as applicable.

### **Acknowledgement**

By clicking the "I Agree" button, downloading or using the Application, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not click on the "I Agree" button, do not download or do not use the Application.

This Agreement is a legal document between You and the Company and it governs your use of the Application made available to You by the Company.

The Application is licensed, not sold, to You by the Company for use strictly in accordance with the terms of this Agreement.

You represent that you are over the age of 18. The Company does not target its Content to children or teenagers under 18, and the Company does not permit any user under 18 for using the Application.

### **License**

#### **Scope of License**

The Company grants You a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application strictly in accordance with the terms of this Agreement.

The license that is granted to You by the Company is solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

### **License Restrictions**

You agree not to, and You will not permit others to:

- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers or the licensors of the Application.

### **Third-Party Services**

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services.

You acknowledge and agree that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third parties' Terms of agreement when using the Application. Third-party Services and links thereto are provided solely as a convenience to You and You access and use them entirely at your own risk and subject to such third parties' Terms and conditions.

### **Term and Termination**

This Agreement shall remain in effect until terminated by You or the Company.

The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your Device or from your computer.

Upon termination of this Agreement, You shall cease all use of the Application and delete all copies of the



Application from your Device.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

### **Indemnification**

You agree to indemnify and hold the Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

### **No Warranties**

The Application is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section 11 shall be applied to the greatest

extent enforceable under applicable law. To the extent any warranty exists under law that cannot be disclaimed, the Company shall be solely responsible for such warranty.

### **Limitation of Liability**

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You for the Application or through the Application.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

### **Severability and Waiver**

#### **Severability**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

#### **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

#### **Product Claims**

The Company does not make any warranties concerning the Application. To the extent You have any claim arising from or relating to your use of the Application, the Company is responsible for addressing any such claims, which may include, but not limited to: (i) any product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer

protection, or similar legislation.

### **United States Legal Compliance**

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

### **Changes to this Agreement**

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of the Company.

By continuing to access or use the Application after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Application.

### **Governing Law**

The laws of the Country, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

### **Entire Agreement**

The Agreement constitutes the entire agreement between You and the Company regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between You and the Company.

You may be subject to additional terms and conditions that apply when You use or purchase other Company's services, which the Company will provide to You at the time of such use or purchase.

### **Contact Us**

If you have any questions about this Agreement, You can contact Us:

Donna Rara

Email: [legal@donnarara.com](mailto:legal@donnarara.com)