

## OVERVIEW

This website is operated by ESTRO ARMONICO, asbl. RCS: F2055 (“we”, “us” “our” or “Estro” or “Estro Armonico”). We offer this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service” or “Terms”), including those additional terms and conditions and policies referenced herein. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing, using any part of the site or purchasing from us, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes. For any order that has been accepted by us, the terms of service that apply will be the ones that were in effect (and which you agreed to) when you placed your order.

## KEY DISCLOSURES

Our complete Terms of Service are set out below, but some important points for you to know before you become a customer are set out here:

- We may cancel, at any time before delivery and for whatever reason, an order that we have previously accepted.
- Subject to your consumer law rights, we do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.
- To the extent permitted by law, our maximum aggregate liability arising from or in connection with the Terms of Service (including the products and/or the subject matter of the Terms) will be limited to, and must not exceed, the portion of the Price paid by you to us for the products the subject of the relevant claim.
- We may amend these Terms of Service at any time by publishing updated Terms of Service on our site.

Nothing in these terms seeks to limit your rights under the applicable consumer law.

## ONLINE STORE TERMS

- By placing an order you are offering to purchase a product on and subject to these Terms of Service. Product the subject of orders made by you are subject to availability and confirmation of the order price.
- By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.
- Discount or 'coupon' codes are only applicable as advertised on our website. Only a single discount code can be applied upon checkout. The special terms associated with our current offers, discounts and applicable products can be found on our Site. For more details about the validity of these codes, please contact shop@estro.lu.
- We reserve the right to cancel and refund orders at anytime for any reason.
- You must pay us the purchase price for each product you order, plus any applicable delivery costs as set out on the site.
- Risk and title in any products ordered by you through the Service passes to you on the date and time of delivery of those products to the nominated third party delivery or shipping company as selected by us from time-to-time.
- If your item hasn't been delivered within 12 business days of the purchase date, please contact us and we can launch an investigation with the postage provider.
- We do not take responsibility for any delays caused by delivery company.

## GENERAL CONDITIONS

- We reserve the right to refuse service to anyone for any reason at any time.
- You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.
- You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the Service is provided, without express written permission by us.
- The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.
  - When using our Services, You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

## ACCURACY, COMPLETENESS AND TIMELINES OF INFORMATION

- We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.
- This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## MODIFICATIONS TO THE SERVICE AND PRICES

- Prices for our products are subject to change without notice.
- We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.
- We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.
- Strikethrough prices may consider the discount code mentioned in the description.

## PRODUCTS OR SERVICES

- Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.
- We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.
- We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.
- Subject to your consumer law rights, we do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## ACCURACY OF BILLING AND ACCOUNT INFORMATION

- We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.
- We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
- You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.
- For more detail, please review our Delivery and Returns Policy available on the Site, which forms part of these Terms of Service.

## INTELLECTUAL PROPERTY

- The intellectual property rights in all content that appears on, or in connection with, this site, including the Estro brand and all other trade marks, trade names and logos made available to you on or through this Website remains the property of Estro or its licensors and are protected by intellectual property laws around the world. All such rights are reserved by Estro and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content of the site or copies of the content supplied to you or which appears on this site nor may you use any such content in connection with any business or commercial enterprise unless stated otherwise by Estro in specific tabs e.g. "Downloads" tab.

## OPTIONAL TOOLS

- We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.
- You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.
- Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
- We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## THIRD-PARTY LINKS

- Certain content, products and services available via our Service may include materials from third-parties.
- Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.
- We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

- If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.
- We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
- You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## REVIEWS

- When you purchase a product from us, you may choose to leave honest feedback about the product, and your experience ordering from our site.
- You will need to create an account on the site to submit a review.
- You agree that by posting a review, you are providing us with a non-exclusive, revocable, worldwide, non-transferable right and licence to use your review and any images uploaded with your review on our site, social media accounts, and any other marketing material.
- You reserve the right to delete your review from our site by logging into your account.
- We reserve the right to remove or refuse to post any Review at any time for any reason.
- You represent and warrant when you submit a review on our site that you have purchased a product from us, you will not submit a Review that is known by you to contain false, inaccurate or misleading information, you will not submit a review that infringes our intellectual property rights, or the intellectual property rights of any third party, you will not mention any third parties in your review, including the names of our competitors, you have not received any compensation by any third party for the review, and your review will not violate any laws, or contain any obscene, defamatory, biased, offensive, or threatening language.
- If we consider that the review is in breach of these Terms, we may at our discretion refuse to post the review.
- To the maximum extent permitted by law, we are not responsible for the content of any reviews.

## PERSONAL INFORMATION

- Our collection of personal information through the site and store is governed by our Privacy Policy, the terms of which are incorporated into these Terms of Service. Our Privacy Policy can be viewed on the site. By accessing the site and purchasing products from our store, you expressly consent to the collection of your personal information as governed by the Privacy Policy.

## ERRORS, INACCURACIES AND OMISSIONS

- Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).
- We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## PROHIBITED USES

- In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, harm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free.
- We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.
- You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you.
- You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and services delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use.
- Despite anything to the contrary, to the maximum extent permitted by law, our maximum aggregate liability arising from or in connection with the Terms (including the products and/or the subject matter of the Terms) will be limited to, and must not exceed, the portion of the price paid by you to us for the products the subject of the relevant claim.
- Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- Subject to any rights you have under any consumer protection law or any other laws that cannot be excluded, Estro excludes all implied terms and warranties, whether statutory or otherwise, relating to your use of the Service or the subject matter of these Terms of Service. You may be entitled to certain rights under consumer protection law or other laws that cannot be excluded, including any statutory guarantees that are provided under competition and consumer legislation, including, as applicable, the *Competition and Consumer Act 2010*(Cth) and the *Consumer Guarantees Act 1993* (NZ).

## SEVERABILITY

- In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## FORCE MAJEURE

- To the extent permitted by consumer law, we shall not be responsible for any delay, suspension or failure arising out of any circumstances outside of our reasonable control, including acts of God, governmental actions, including any government imposed shutdown or closure, a change in applicable law, riots, vandalism, strikes, lockouts or other labour difficulty, war or national emergency, pandemic, epidemic, quarantine or other widespread or serious threat to human health (including an outbreak or recurrence), acts of terrorism, fire, explosion, flood or other natural disaster, an act or omission of a third party, inability to obtain any necessary materials, equipment, facilities or services, the failure of performance provided by others, internet interruption or virus, accidents or breakdown of plant, machinery, software, hardware or communication network and failure or shortage of power supplies or other essential utility.

## TERMINATION

- The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
- These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.
- If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## ENTIRE AGREEMENT

- The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
- These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).
- Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## GOVERNING LAW

- These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Duchy of Luxembourg and, in the event of a dispute or claim associated with these Terms of Service, you hereby submit to the exclusive jurisdiction of the Courts of the Duchy of Luxembourg.

## CONTACT INFORMATION

- Questions about the Terms of Service should be sent to us at [info@estro.lu](mailto:info@estro.lu).

## OUTBOUND MARKETING PROGRAM TERMS AND CONDITIONS

We are offering a mobile messaging program (the "Program") to our Luxembourgish customers, which you may opt-in to participate in. Participation in the Program is subject to these Outbound Marketing Terms and Conditions and Privacy Policy (the "Agreement"). By opting in to or participating in any of our Programs, you accept and agree to these terms and conditions, including, without limitation, your agreement to resolve any disputes with us through binding, individual-only arbitration, as detailed in the "Dispute Resolution" section below. This Agreement is limited to the Program and is not intended to modify this Terms of Service, the Privacy Policy, or any other terms that may govern the relationship between you and Us in other contexts.

1. **User Opt In:** The Program allows Users to receive SMS/MMS mobile messages or phone calls to the nominated contact number by affirmatively opting into the Program, such as through online or application-based enrolment forms, including by ticking a 'check-box' during the checkout process on our website. Regardless of the opt-in method you utilized to join the Program, you agree that this Agreement applies to your participation in the Program. By participating in the Program, you agree to receive SMS, MMS, or a phone call from our Estro sales consultants at the phone number you provided when opting-in.. Contact through the Program may be initiated based on your activity online, but will be restricted to not calling you more than 3 times within a month. Message, voice call and data rates may apply.
2. **User Opt Out:** If you do not wish to continue participating in the Program or no longer agree to this Agreement, you agree to inform our sales consultant during the call to opt-you out of the Program. Alternatively, you can email us at [info@estro.lu](mailto:info@estro.lu) to opt-out of any marketing calls through the Program. You may receive an additional mobile message confirming your decision to opt out. You understand and agree that the foregoing options are the only reasonable methods of opting out. Opting out of the Program does not restrict our team from contacting you for service related enquiries in relation to an order you have placed with us, or a separate enquiry you have raised.
3. **Program Description:** Without limiting the scope of the Program, users that opt into the Program can expect to receive messages concerning the marketing, promotion, payment, delivery and sale of Estro products. Messages may include checkout reminders.

4. **Purchases made after contact through the Program:** during a phone call with a member of our Estro sales consultants, we may send you a link to view your abandoned checkout cart. You agree and acknowledge that any purchase made by you after contacting you via the Program is made entirely at your own discretion. Your purchase will need to be completed by you on the website following the call, and you will need to read and accept our Terms of Service and Delivery and Returns Policy before the purchase is finalised. As such, we do not enter into any contract with you for the sale of goods a phone call through the Program.
5. **Cost and Frequency:** Message, voice call and data rates may apply. You agree to receive messages periodically at Our discretion. Daily, weekly, and monthly message frequency will vary, but will generally broadcast 4 messages per month. The Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with Us.
6. **Support Instructions:** For support regarding the Program, text "HELP" to the number you received messages from or email us at info@estro.lu. Please note that the use of this email address is not an acceptable method of opting out of the program. Opt outs must be submitted in accordance with the procedures set forth above.
7. **MMS Disclosure:** The Program will send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.
8. **Our Disclaimer of Warranty:** The Program is offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any phone calls or mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Our control. Carriers are not liable for delayed or undelivered mobile messages.
9. **Participant Requirements:** You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all mobile phone providers carry the necessary service to participate. Check your phone capabilities for specific text messaging instructions.
10. **Age Restriction:** You may not use or engage with the Platform if you are under thirteen (13) years of age. If you use or engage with the Platform and are between the ages of thirteen (13) and eighteen (18) years of age, you must have your parent's or legal guardian's permission to do so. By using or engaging with the Platform, you acknowledge and agree that you are not under the age of thirteen (13) years, are between the ages of thirteen (13) and eighteen (18) and have your parent's or legal guardian's permission to use or engage with the Platform, or are of adult age in your jurisdiction. By using or engaging with the Platform, you also acknowledge and agree that you are permitted by your jurisdiction's Applicable Law to use and/or engage with the Platform.

**Dispute Resolution:** In the event that there is a dispute, claim, or controversy between you and Us, or between you and any other third-party service provider acting on Our behalf to transmit the mobile messages within the scope of the Program, arising out of or relating to federal or state statutory claims, common law claims, this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim, or controversy will be, to the fullest extent permitted by law, determined by arbitration in Luxembourg City, Luxembourg before one arbitrator.

THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY VIA ARBITRATION AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. Further, unless both parties agree otherwise in a signed writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. If any term or provision of this Section is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Section or invalidate or render unenforceable such term or provision in any other jurisdiction. If for any reason a dispute proceeds in court rather than in arbitration, the parties hereby waive any right to a jury trial. This arbitration provision shall survive any cancellation or termination of your agreement to participate in any of our Programs.

**Miscellaneous:** You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features, changes, updates or improvements of the Program shall be subject to this Agreement unless explicitly stated otherwise in writing. We reserve the right to change this Agreement from time to time. Any updates to this Agreement shall be communicated to you. You acknowledge your responsibility to review this Agreement from time to time and to be aware of any such changes. By continuing to participate in the Program after any such changes, you accept this Agreement, as modified.