



LUNII TERMS OF USE

Last Updated Date: [Jan. 1st, 2020](#)

- Introduction -

The websites located at [lunii.com](#), [lunii.fr/us](#), [support.lunii.com](#), and each sub-site thereof, including any content, functionality, and services offered on or through such websites and sub-sites (collectively the “Site”) are copyrighted works belonging to **Lunii Corp** (“Lunii”, “we” and “our”).

Please read carefully the following terms of use and our Privacy Policy, which may be found at [lunii.com/privacy, before you start to use the Site](#). These Terms, together with any documents they expressly incorporate by reference (collectively, the “Terms”) govern your access to and use of the Site, whether as a guest or a registered user.

YOU ACCEPT AND AGREE THAT, BY ACCESSING OR USING THE SITE OR BY CLICKING TO ACCEPT AND AGREE TO THE TERMS OF USE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU INDICATE THAT YOU HAVE READ, UNDERSTAND, ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS AND OUR PRIVACY POLICY, FOUND AT [LUNII.COM/PRIVACY, INCORPORATED HEREIN BY REFERENCE](#). IF YOU DO NOT AGREE TO THESE TERMS OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE SITE.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

- Modification -

Lunii reserves the right, in its sole discretion, to modify, discontinue or terminate the Site or to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or provide you with notice of the modification. We will also update the “Last Updated Date”. All changes are effective immediately when we post them, and apply to all access to and use of the Site thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Site.



By continuing to access or use the Site after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site.

- Eligibility -

This Site is intended solely for users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. Visitors under the age of 18 may access and use this Site only with the assistance of a parent/guardian. By accessing or using this Site, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

- Accounts -

In order to use certain features of the Site, such as the Luniistore, you will need to register for an account with Lunii ("Lunii Account") and provide certain information about yourself as prompted. Please do not create an account if you are under 18 years of age. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. You agree that all information you provide to register with this Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our *Privacy Policy* at lunii.com/privacy [LINK TO PRIVACY POLICY], and you consent to all actions we take with respect to your information consistent with our Privacy Policy. You may delete your Lunii Account at any time, for any reason. Lunii may suspend or terminate your Lunii Account.

You are responsible for maintaining the confidentiality of your Lunii Account login information and are fully responsible for all activities that occur under your Lunii Account. You must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password, or other security information. You agree to immediately notify Lunii of any unauthorized use, or suspected unauthorized use of your Lunii Account or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. Lunii cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

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



- Responsibilities and Limitations of Liability -

Responsibilities

Use of the [Lunii](#) Site implies the knowledge and acceptance of the characteristics and limits of the Internet, and of any translations of the Site into any languages other than English and in particular those relating to technical performance; response times when consulting, searching for or transferring information; and of the risks inherent in any connection and transmission over the internet. Consequently, [Lunii](#) cannot be held responsible for any damage that may be suffered by you in connection with the inherent risk associated with using the Internet including, without limitation, for any:

- operating losses, loss of information, resulting from any malfunctions, breakdowns, delays or interruptions of access to the internet;
- transmission and/or receipt of any data and/or information over the internet;
- consequences of any virus, computer bug, anomaly, technical defect;
- defect in any reception equipment or lines of communication;
- loss of any email and, more generally, any loss of any data;
- any damage caused to the computer, PDA or Smartphone etc. belonging to a user who connects to the Website;
- any technical, material or software defects of any nature, that may have prevented or limited the ability to use the Site or may have damaged the system of any user who connects to the Site; or
- any technical fault or manifest error (in particular technical, material, software, price display, translation, etc., of any nature, having prevented or limited the ability to use the Site or having misled a user connected to the Site.

You also understand and agree that [Lunii](#) uses commercially reasonable efforts to display the colors of Services accurately on its Site. However, because individual computer monitors may display colors differently, and sizes represented may display approximate proportions of the Services, [Lunii](#) cannot accept responsibility for the color and the display size accuracy of any Services displayed on the Site, and disclaims all liability in this regard.

All users of the internet are required to take all appropriate measures in order to: (i) protect their own data and/or software stored on computer equipment that is connected to the Site, against any damage (ii) be capable of assessing that they may be in the presence of a manifest error in relation to the information displayed on the Site (by sending an email to help@lunii.com) so that [Lunii](#) can make all verifications, and if necessary, erroneous information can be corrected.



By using the Site, you represent that you are fully informed of the characteristics and restrictions of the Internet, that you alone are responsible for the information supplied in the context of your account on the Site and for your relations with other users of the Services.

You are solely responsible for your usage of the Services.

You accept and agree that **Lunii** may communicate any information about them, including personal information, to the relevant authorities responsible for the repression of fraud and crime.

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

YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND WE AND OUR SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

- Liability -

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL **LUNII**, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF



BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

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

- Indemnification –

You agree to defend, indemnify, and hold harmless **Lunii**, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Site, including, but not limited to, any use of the Site's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Site.

Intellectual Property -

Lunii may make available through the Site certain content, including without limitation, texts, graphics, audio, video and images of services (collectively, "**Lunii** Content"). **Lunii** authorizes you to use the Site and the **Lunii** Content for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site, except as follows:

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- You may print one copy of a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide *social media features* [LINK TO THE WEBSITE AND SOCIAL MEDIA FEATURES] with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this Site.



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- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Site.

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

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

All elements on the Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, comments, works, illustrations, Artworks, video, audio, images, and arrangement thereof) reproduced or depicted on the Site are strictly protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or property rights laws. These elements are the exclusive property of the **Lunii and its licensors**. All these rights are reserved worldwide.

Trademarks

The **Lunii** name, the terms **Lunii**, **Luniistore**, the **Lunii** logo, and all related names, logos, product and service names, designs, and slogans are trademarks of **Lunii** or its affiliates or licensors. You must not use such marks without the prior written permission of **Lunii**. All other names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners.

You agree to make every effort to notify **Lunii** of any infringement of intellectual property rights that you may notice.

- Prohibited Uses -

You may use the Site and **Lunii** Content only for lawful purposes and in accordance with these Terms. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.



- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate **Lunii**, a **Lunii** employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm **Lunii** or users of the Site, or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

- Reliance on Information Posted -

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

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

- Links -

Linking to the Site and Social Media Features



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

This Site may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Site.
- Send emails or other communications with certain content, or links to certain content, on this Site.
- Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Site or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Site other than the homepage.
- Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms.

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

We may disable all or any social media features and any links at any time without notice in our discretion

Links from the Site

The Site may contain links to third-party websites or resources. These links are provided for your convenience only. We have no control over the contents of those websites or resources. You acknowledge and agree that Lunii is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Lunii of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge your sole responsibility for and assume all risk arising from your use of any such websites or resources.

- Changes to the Site -

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

- Information About You and Your Visits to the Site -



All information we collect on this Site is subject to our *Privacy Policy* at lunii.com/privacy [LINK TO PRIVACY POLICY]. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

- Online Purchases and Other Terms and Conditions –

All purchases through our Site or other transactions for the sale of products or services, or resulting from visits made by you, are governed by our **Lunii** Terms and Conditions of Sale [LINK TO TERMS OF SALE], which are hereby incorporated into these Terms.

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

- Geographic Restrictions –

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

- Governing Law and Jurisdiction -

All matters relating to the Site and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of New York without regard to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, with respect to the subject matter of these Terms or to the Site shall be instituted exclusively in the state and federal courts located in the State of New York, in each case in the City of New York and County of New York, although we retain the right to bring any action, suit, or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

- Arbitration -



At **Lunii**'s sole discretion, it may require you to submit any disputes arising from these Terms or use of the Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying New York law.

- Limitation on Time to File Claims –

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

- Waiver and Severability –

No waiver by **Lunii** of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of **Lunii** to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

- Entire Agreement -

These Terms, our Privacy Policy, and our Lunii Terms and Conditions of Sale constitute the entire and exclusive understanding and agreement between you and **Lunii** regarding the Site and supersede and replace any and all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.

- Assignment -

You will not assign or transfer any of your rights or delegate any of your obligations under these Terms, by operation of law or otherwise, without **Lunii**'s prior written consent. Any purported assignment or delegation in violation of this Section will be null and of no effect. No assignment or delegation relieves you of any of your obligations under these Terms. **Lunii** may assign or transfer these Terms, in its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

- Contacting Lunii -

If you have any questions about these Terms, please contact **Lunii** at help@lunii.com.