



TERMS OF SERVICE

Terms of Service and User Agreement

This is an Agreement between you and **Douge Couture, Inc. (DC)**, a for-profit Texas Corporation, and this Agreement governs both your legal rights with regards to DC the business as well as your use of our website. You explicitly and implicitly agree to be bound by the terms and conditions of this Agreement each time you access our Website. If you do not wish to be so bound, please do not use or access our Website.

We may amend this Agreement at any time by posting the amended terms on our Website. We may post notices on the homepage of our Website when such changes occur. Such changes become effective in the time as specified in the notice.

Our Products and Services

DC provides a Website that sells various pet products and services, as manufactured or provided by DC's suppliers, to the DC website users and shoppers. Orders may also be placed via phone and fax by using the order phone and fax numbers as listed on our Website. While we will use our best efforts to fulfill all orders, DC cannot guarantee the availability of any particular product displayed on this website. We reserve the right to discontinue the sale of any product listed on this website at any time without notice.

Our Website Content

You understand and agree that our Website is protected by United States Copyright Law and as such, you will not attempt to reverse engineer or copy our Website other than is necessary for it's intended personal and noncommercial use. Any violation of this provision is grounds for subjecting you to civil and criminal action under current United States Copyright Law.

Trademarks

The trademarks, service marks and logos (the "Trademarks") used and displayed on this website are registered and unregistered trademarks of Douge Couture Inc, our suppliers, and others. Nothing on this website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the website, without the prior written permission of the Trademark owner. DC aggressively enforces its intellectual property rights to the fullest extent of the law. The name of Douge Couture and the Douge Couture logo may not be used in any way, including in advertising or publicity or other, without prior, written permission from Douge Couture Inc. Other



product and company names mentioned in this website may be the Trademarks of their respective owners.

Account Registration

To use our Website, you must first register with DC. By registering your account with DC, you represent that you are at least 18 years old and that, to the best of your knowledge and belief, your registration information is truthful, accurate, and complete. A user name and password will be assigned by us or chosen by you. You understand and agree that you are responsible for maintaining the secrecy of your password and for activities occurring under your account. You should change your password promptly and notify us if you believe that others are accessing your account. To protect yourself and DC, you understand and agree that you will not loan your user name and password to others.

Promotional Lists and Newsletters

You understand and agree that by using our Website, your name may be placed on promotional lists to receive emails regarding our Website, news from our DC, and the DC newsletter. If you wish to be removed from such mailings, you understand and agree that you must contact DC via email at dougecouture@gmail.com to be removed from such mailings.

User Contributions, Testimonials and Opinions

You understand that our Website and any newsletters or emails you receive from DC or our a DC may include user-contributed materials (such as web blogs or discussion groups), testimonials and opinions from other individuals, including, but not limited to, users of our Website, manufacturers and service providers, and other industry professionals. You understand and agree that such user-contributed materials, testimonials, and opinions are considered those of the individual that gave them and in no way represent a warranty of our products and services. Furthermore, you understand and agree that DC is no way liable for such user-contributed materials, testimonials, and opinions.

Waiver of Liability for Links to Other Websites

Our Website may contain links to other websites. You understand and agree that we have no control over the content of any such websites, especially with regards to the accuracy, reliability, and timeliness of their content. As always, you understand and agree that your reliance on any content from such websites is solely at your own risk. You understand and agree that DC is in no way liable for any damages to you that may arise from such reliance, regardless of the fact that you reached such a website through our Website.



Product and Service Warranties

You understand that DC does not warranty the quality or functionality of any product or service you may purchase from DC. You understand and agree that in such a case, your claim is against the manufacturer of the product or provider of the service. You understand and agree that this also includes our Douge Couture labeled brand of products. DC may assist you with such issues, but DC is under no obligation to do so. DC makes no representations, guarantees, or warranties, either express or implied, of any kind with respect to products or services sold on our Website. With regard to any products sold through DC, DC expressly disclaims all warranties, express or implied, of any kind with respect to products sold on this site, including but not limited to, merchantability and fitness for a particular purpose, AND you understand and agree that the sole and exclusive maximum liability of DC will be the price of the product ordered. With regard to services sold through DC, you understand and agree that DC has no liability whatsoever. You understand and agree that in no event will DC, its DC and employees, and its representatives ever be liable for special, indirect, consequential, or punitive damages related to the sale of any product or service.

Limited Sales and Shipment Areas

DC is only authorized to sell and ship products within the United States, Canada, Japan, Great Britain, Europe, Brazil, Norway, and Hong Kong. As a result, you understand and agree that DC cannot accept your order if you live outside these countries or wish to have products shipped outside these countries.

Price Match Guarantee and Availability of Inventory

We want you to be satisfied with your purchase. If you find the same product (same style, color, size, etc.) anywhere else for less, let us know. We will be happy to match the lower price. Price match guarantee does not apply to competitor sale/clearance items, and marketplace or auction type websites. Request for price adjustment on completed purchases must be submitted within 7 days of original purchase date. Only store credit will be issued for approved price adjustments.

You understand and agree that DC's pricing and availability of inventory are subject to change and that, while we will use our best efforts to make sure our Website has current information, the price or availability of a given product or service on our Website may not be accurate. Furthermore, you understand and agree that DC reserves the right to limit and/or refuse sales to resellers.

Sales and Use Taxes, Customs and Other Related Fees

DC will automatically apply all applicable sales and use taxes for any order to be delivered within the State of Texas. For any other orders, you understand and agree that you are



solely liable for the payment of any applicable sales and use taxes, customs, and other related fees.

Exchange/Return/Refund Policy

DC will happily exchange a defective product or one that is damaged in shipment to you. You understand and agree that in such a case and solely at DC's option, you may be responsible for the cost of the return shipment to DC. Furthermore, you understand and agree that DC is not responsible for any item that is lost in return shipment; DC strongly encourages you to place insurance on any items you send back to DC. You understand and agree that if you return a product that is not defective or damaged, you may have to pay a 10%-15% restocking fee, solely at DC's option. Unused and unopened items in resalable condition with original tags returned within 60 days of purchase but after the allowable return period will incur 25% restocking fee. Upon your request, DC will issue refunds for returned products. DC will return payment, less any restocking fees, to you within 30 days of your request. DC will not honor any items returned after 60 days from date of purchase. Items will be shipped back to you at your expense. DC will only return payments in the manner in which they were made (i.e. if you paid with a credit card, the refund would be issued back to your credit card). Please refer to our Shipping Policy & Returns Policy.

Credit Card Charge-Backs

While we actively support fighting credit card fraud, DC has a zero-tolerance policy regarding credit card charge-backs. If you use a credit card to purchase DC products and/or services and then start a charge-back process regarding such a purchase, DC will immediately terminate your account AND your account and the credit card number you provided will be blacklisted in our systems. You can never again use that account and credit card with DC.

Termination of Your Account

If you violate any provision of this Agreement, DC may terminate your account. If DC does terminate your account, we will send you an email stating that your account is being terminated and why it is being terminated to the email address you have listed in your account profile.

Release of Personal Information

DC is committed to your privacy and will not share your personal information with anyone. You understand that by using this website, you agree to DC's Privacy Policy. However, you understand and agree that DC may release user information about you if required by law or subpoena, or if such release of the information is necessary to address unlawful or harmful activity.



Arbitration of Disputes

If we cannot amicably resolve any legal dispute or damage claim that should arise from your interactions with our Website and/or DC, you agree to resolve any such dispute or damage claim by arbitration. The arbitration proceeding shall be conducted in Harris County, TX, in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by mutual agreement of both you and DC. If we cannot agree on an arbitrator, then the American Arbitration Association shall select an arbitrator from the National Panel of Arbitrators. The laws of Harris County of the State of Texas shall apply to the arbitration proceedings. You agree that the arbitrator cannot award punitive damages to either of us and agree to be bound by the arbitrator's findings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Choice of Law

You agree that the laws of Harris County in the State of Texas are to be used with regards to any interactions with this website or DC.

Questions about This User Agreement

If you have a question about this User Agreement, please email our customer service department (dougecouture@gmail.com). Alternatively, you may write us at:

Douge Couture, Inc.
Attn: Customer Service
1/7157, Shivaji Park, Shahdara,
New Delhi, Delhi 110032.