

Terms and Conditions

The following terms and conditions (referred to as both the "Terms and Conditions" and/or the "Agreement") apply to the Debonaire Men website (www.debonairemen.com) and all other sites, mobile sites, services, applications, platforms, and tools where these Terms and Conditions appear or are linked (collectively, the "Site"). Debonairemen.com provides its services to you (the "Customer") subject to this Agreement. By using the Site, you agree to the Terms and Conditions. If you do not accept this Agreement and agree to these Terms and Conditions, then you may not use the Site.

Who We Are

As used in this Agreement, and on the Site, "debonairemen.com, Debonaire Men, Site, We" refers to Invigorating Technologies LLC, with headquarters located at 816 Musser Road Mount Joy, PA 17552. All content held on this website is the exclusive property of Invigorating Technologies LLC.

Changes to This Agreement

Debonaire Men reserves the right, at any time, to modify or update the terms of this Agreement, upon notice to the Customer in writing to the last address supplied by the Customer, by email or posting on the site or by any other reasonable means of communication. Debonaire Men also reserves the right, at any time, to modify or update its Privacy & Security Statement by using the same procedures. Customer confirms his or her acceptance of the modifications or updates by continuing to use the Site.

Age Requirement

The Site is intended for use by individuals 13 years of age or older. If you are under 18, you may use this Site only with involvement of a parent or guardian.

Your Account

You may be required to register with Debonaire Men in order to access certain services or areas of the Site. With respect to any such registration, we may refuse to grant to you the user name you request. Your user name and password are for your personal use only. If you use the Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. In addition to all other rights available to Debonaire Men, Debonaire Men reserves the right, in its sole discretion, to terminate your account, refuse service to you, or cancel orders.

Governing Pennsylvania Law and Dispute Forum/Jury

Trial Waiver

THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT CONSIDERATION OF ITS CONFLICT OF LAW PRINCIPLES AND CUSTOMER, BY ACCEPTING THIS AGREEMENT, CONSENTS AND AGREES TO EXCLUSIVE JURISDICTION IN THE SUPREME COURT FOR THE COMMONWEALTH OF PENNSYLVANIA, PROVIDED THAT A PARTY MAY SEEK ENFORCEMENT OF A JUDGMENT OF SUCH COURTS IN ANY COURT OF COMPETENT JURISDICTION. BOTH DEBONAIRE MEN AND CUSTOMER WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY DISPUTE BETWEEN THE PARTIES.

License and Access

Debonaire Men grants you a limited license to access and make personal use of the Site and Site content only for noncommercial purposes and only to the

extent such use does not violate this Agreement. This license does not include any resale or commercial use of the Site; any collection and use of any product listings, descriptions, or prices; any derivative use of the Site; any downloading, copying, or other use of the Site for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in this Agreement are reserved and retained by Debonaire Men and/or its content providers. The Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of Debonaire Men. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Debonaire Men without express written consent. You may not use any meta tags or any other "hidden text" utilizing Debonaire Men's name or trademarks without the express written consent of Debonaire Men. You may not misuse the Site. You may use the Site only as permitted by law. The licenses granted by Debonaire Men terminate if you do not comply with this Agreement and/or any other Site Terms & Conditions.

Purpose of Sales

All sales of products by Debonaire Men are limited to personal use and may not, without the express prior written approval of Debonaire Men, be made in conjunction with any resale or commercial use. We reserve the right to limit quantities to normal retail purchases.

Copyright

All Site content, design, text, graphics, images, logos, buttons, icons, interfaces, audio and video clips, and the selection and arrangements thereof are the exclusive property of Debonaire Men, or its respective content providers, and are protected by U.S. and international copyright laws. All software used on the Site is the property of Debonaire Men or its respective software suppliers, and such software is protected by U.S. and international copyright laws and other laws and treaties. The compilation (meaning the collection, arrangement, and assembly) of all content on the Site is the exclusive property of Debonaire Men and is protected by U.S. and international copyright laws.

Trademarks

Graphics, logos, page headers, button icons, scripts, and service names included in or made available through the Site are trademarks or trade dress of Debonaire Men or its licensors. Debonaire Men's trademarks and trade dress may not be used in connection with any product or service that is not Debonaire Men's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits Debonaire Men. All other trademarks not owned by Debonaire Men that appear on any Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Debonaire Men.

Privacy Policy

Debonaire Men protects customer information according to our [Privacy Policy](#) posted on the Site, and our Privacy Policy, as amended from time to time, is incorporated by reference to be a part of this Agreement.

Colors/Satisfaction Policy>Returns

Debonaire Men has made every reasonable effort to display as accurately as possible the colors of the products that appear on the Site. However, the actual colors you see will depend on a number of factors including the monitor that you use and the settings on the monitor. Debonaire Men does not guarantee that the display of any color will be accurate. If for any reason you are unsatisfied with your experience on the Site, please contact us. If for any reason you are not satisfied with any products you purchase on the Site you can return them to our warehouse if, and only if, the product is unopened. We will provide a credit card refund for warehouse returns.

Disclaimer - Cosmetic Products

Debonaire Men sells products from manufacturers in the United States. The use and selection of cosmetics and fragrance products and other health and cosmetic products ("Cosmetic Products") requires care to be certain that any directions and warnings from the manufacturer are observed and followed and that Customer is aware of the possibility that some people may have allergic or other reactions to such products.

Debonaire Men will endeavor to provide to Customers product labeling information, however, Debonaire Men is not the manufacturer of all of the Cosmetic Products it sells. Customers are advised to read and strictly follow the label, all packaging inserts and instructions and all manufacturer directions and warnings.

In providing information or advice on this Site with respect to Cosmetic Products, whether in chat rooms, in product descriptions, or otherwise, Debonaire Men may rely upon advice from third-party manufacturers and from licensed beauticians. As to any products of which Debonaire Men is not the manufacturer, Debonaire Men will, upon request, endeavor to identify the manufacturer of such product and provide to the Customer contact information for the manufacturer.

General Disclaimer - All Products

Debonaire Men does not represent or warrant that the information accessible through the Site is accurate, complete or current or that any advice or any particular product will achieve any result of any kind. Price and availability information contained on this site is subject to change without notice. Debonaire Men shall not be bound by any errors or omissions in posting product information or prices with respect to any products or services offered on the Site.

All materials and information presented by Debonaire Men on the Site are intended to be used for informational purposes only. The products promoted on the Site, including cosmetic products, are not intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease, and are not intended to affect the structure of or any function of the human body. The results reported, if any, may not necessarily occur in all individuals. Please consult with your own physician or health care practitioner regarding any suggestions and recommendations made at the Site.

In providing product information to its customers, Debonaire Men relies in part on product descriptions furnished by manufacturers, wholesalers, and other third parties. If you believe that any information is not accurate, please contact us at pmarkovits@comcast.net.

Debonaire Men cannot and does not represent or warrant that the Site or its server will be error-free, uninterrupted, free from unauthorized access (including third-party hackers or denial of service attacks), or otherwise meet your requirements.

THE SITE AND ALL INFORMATION, CONTENT, WRITTEN MATERIALS AND SERVICES MADE AVAILABLE TO YOU THROUGH THE SITE (COLLECTIVELY, THE "SITE CONTENTS") ARE PROVIDED BY DEBONAIRE MEN ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES, INCLUDING ANY EXPRESS WARRANTIES, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OR ANY WARRANTIES AS TO THE COMPLETENESS OF THE SITE CONTENTS OR THAT EMAILS SENT FROM DEBONAIRE MEN ARE FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. THE FOREGOING DISCLAIMERS OF REPRESENTATIONS AND WARRANTIES SHALL BE APPLICABLE ONLY TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW AND SHALL IN NO EVENT BE CONSTRUED TO BE BROADER THAN PERMITTED BY THE APPLICABLE LAW.

Order Acceptance/Shipping Terms/

Refunds

The receipt of an email order confirmation does not constitute the acceptance of an order or a confirmation of an offer to sell. Such receipt also does not constitute a confirmation that the product or service is in stock or otherwise available on the price and terms published on the Site, or published in any catalog or other advertisement. Debonaire Men reserves the right, without prior notification, to limit the order quantity on any item and/or to refuse service to any Customer for any reason, including limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified as potential fraud. Debonaire Men reserves the right to limit the quantity of items purchased per person, per household or per order for any reason; and these restrictions may apply to orders placed by the same

account, the same credit card, and also to orders that use the same billing address and/or shipping address. Debonaire Men also reserves the right, in our sole discretion, to either prohibit sales or limit quantities of sales to dealers or resellers. For purposes of this Agreement, reselling shall be defined as purchasing or intending to purchase any item from Debonaire Men for the purpose of engaging in a commercial sale of that same item with a third party. With respect to items sold by Debonaire Men, we cannot confirm the price of an item until you order. Despite our best efforts, a small number of the items in our catalog may be mispriced. If the correct price of an item sold by Debonaire Men is higher than our stated price, we will at our discretion, either contact your for instructions before shipping or cancel your order. If your order is canceled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge. Pricing for items on Debonairemen.com may be different from prices available elsewhere. Verification of order and customer information may be required prior to the acceptance of any order. Debonaire Men is not obligated to fulfill any order and may refuse any order. Alternatively, Debonaire Men may accept the order and notify the Customer of an estimated time for shipment (in which case the order shall be deemed to remain open until delivery). Charges to Customer's credit card shall only be processed for collection when a shipment has been made. Any shipping and handling charges which are imposed may reflect estimated or average amounts required to cover the cost of shipping and handling and need not reflect the exact cost of the specific order. In the event of an authorized return of any goods sold from the Site, Debonaire Men is not obligated to include a refund of any shipping and handling charges or gift wrap charges except when the return is for defective product and Debonaire Men shall have the option to refund any amount owing to Customer by either crediting the charge card used for payment or mailing a check to the Customer at the address shown on the related order.

Risk of Loss

The risk of loss for and title to products purchased on the Site passes to the purchaser upon delivery to the carrier.

Online Conduct

Any conduct by a person that in Debonaire Men's sole discretion restricts or inhibits any other person from using or enjoying the Site is prohibited.

Customer agrees to use the Site only for lawful purposes and in accordance with that prohibition. Customer agrees that he or she will not post on the Site or transmit through the Site any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law.

User Comments, Feedback, Posts, and Other Submissions

You may submit, post, or otherwise make available reviews, comments, feedback, suggestions, questions, photos, videos, and other content on or through the Site (collectively, "Comments") as long as your Comments do not contain any Prohibited Content. "Prohibited Content" means Content that:

- is threatening, defamatory, hateful, harassing, abusive, or obscene;
- violates the right of privacy or right to publicity;
- is false, deceptive, or otherwise misleading;
- infringes any intellectual property right, such as patent, copyright, trademark, and/or trade secret;
- contains any software virus or other malware;
- includes any commercial or political solicitation;
- violates any local, state, or federal law or regulation;
- impersonates another person or entity;
- includes any advertisement, pyramid scheme, or other "spam;" and/or
- is otherwise objectionable or non-family-friendly as determined by Debonaire Men in its sole discretion.

Although Debonaire Men cannot monitor all Comments, Debonaire Men reserves the right (but not the obligation), in its sole discretion, to remove or edit any Comment that appears on the Site for any reason and at any time.

Nevertheless, you are solely responsible for any Comments you submit, post, or otherwise make available on or through the Site, and you agree to indemnify Debonaire Men for all claims resulting from any such Comments. Debonaire Men has no obligation (1) to maintain any Comment in confidence; (2) to pay any person any compensation for any Comment; or (3) to respond to any Comment.

Debonaire Men does not claim ownership of any Comment. However, you agree that Debonaire Men is free to use any Comment for the purpose of providing you and others with the use of the Site, with associated products and services, and with Debonaire Men's (and its successors' and assigns)' business. You grant Debonaire Men a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive, fully sublicensable right to use, reproduce, create derivative works from, modify, adapt, publish, edit, translate, distribute, perform, and display the Comment throughout the world in any media now known or hereafter developed. You also grant Debonaire Men the right to use the name and any other identification information that you submit, post, or otherwise make available in connection with the Comment.

You represent and warrant that:

- you own or otherwise control all of the rights to any Comment;
- use of any Comment supplied by you will not violate this Agreement; and
- the Comment will not cause injury to any person or entity.

Debonaire Men takes no responsibility and assumes no liability for any Comment or other content posted by you or any third party.

Copyright Complaints

Debonaire Men respects the intellectual property of others. If you believe that your work has been copied on our Site in a way that constitutes copyright infringement, please contact us to report possible copyright infringement.

NOTICE AND PROCEDURE FOR COPYRIGHT INFRINGEMENT CLAIMS

Debonaire Men's policy is to respond promptly to claims of copyright infringement on our Site. If you believe that your work has been copied on our Site in a way that constitutes copyright infringement under United States copyright law, please submit a notification to Debonaire Men.

Please provide the following information in your notification:

- (1) The physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest;
- (2) A description of the copyrighted work(s) that you claim has been infringed;
- (3) A description of the location on the Site of the material that you claim to be infringing;
- (4) Your address, telephone number, and email address;
- (5) A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (6) A statement by you, made under penalty of perjury, that the information in your notification to Debonaire Men is accurate and that you are authorized to act on behalf of the copyright owner.

Debonaire Men owner can be reached as follows:

Mail:

Debonaire Men
Invigorating Technologies LLC
816 Musser Road
Mount Joy, PA 17552
717-449-4712

Email: pmarkovits@comcast.net

This contact information is only for reporting claims of copyright infringement. Contact information for other matters is provided elsewhere on the Site.

Upon receipt of a valid notification of alleged copyright infringement by a third party, Debonaire Men's policy is to remove or disable access to the material identified in the notice, forward the written notification to the alleged infringer, and take reasonable efforts to notify the alleged infringer that it has removed or disabled access to the material.

Termination of Usage

Debonaire Men may, without incurring any liability to the Customer, terminate access by such Customer, or suspend any Customer's access to all or part of the Site, without notice, for any conduct that Debonaire Men, in its sole discretion, believes is in violation of any applicable law or this Agreement, or is harmful to the interests of another user, a third-party, a merchant, a sponsor, a licensor, a service provider, or Debonaire Men.

Outside Sites and Linking

The Site may contain links to other sites on the Internet that are owned or operated by third party vendors and other third parties (the "Outside Sites"). Debonaire Men is not responsible for the availability of, or the content located on or through, any Outside Site. You should contact the site administrator or Webmaster for those Outside Sites if you have any concerns regarding such links or the content located on such Outside Sites.

Debonaire Men permits certain third party links to the home page of its site, provided that Debonaire Men is provided with notice of such links and does not thereafter object to such linking. No links or "deep links" are permitted to any page other than the debonairemen.com home page without the prior written consent of Debonaire Men and Debonaire Men reserves the right to revoke unilaterally any consent that it may at any time give to any linkage, including linkages to the home page.

SMS Terms and Conditions

By texting Debonaire Men from my mobile phone, You agree to receive autodialed messages from Debonaire Men on your mobile phone. Consent is not a condition of purchase.

Mobile Service, Internet and Service Fees

The following section applies to users of Debonaire Men's mobile application (the "Application"): The use of the Application requires use of a mobile device and wireless mobile data service, which must be obtained from your wireless carrier, and may require Internet access, which must be obtained from your service provider; you are responsible for obtaining and paying for such additional services and obtaining a suitable device, including without limitation all usage charges related thereto. You may be required to send and receive, at your cost, electronic communications related to the Application, including without limitation, administrative messages, service announcements, diagnostic data reports, and Application updates, from Debonaire Men, your mobile carrier or third party service providers. If you do not have an unlimited wireless mobile data plan, you may incur additional charges from your wireless service provider in connection with your use of the Application. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the Application, including but not limited to payment of all third party fees associated therewith, including fees for information sent to or through the Application.

The Application may not work with all devices or all mobile carriers. Debonaire Men makes no representations that the Application will be compatible with or provided by all mobile carriers. In the event that fees are charged for the Application, or other third party service providers charge a fee for the products or services they provide, you agree to pay such fee to the respective party in exchange for your continued use of such products or services. Some services may be subject to different or additional terms (including fees), to which you will be required to agree prior to your use of such services.

Severability

If any provision of this Agreement is found to be contrary to law, the remainder of that provision (if any) and the remaining provisions of this Agreement will remain in full force and effect.

Waiver

The waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default and shall not act to amend or negate the rights of the waiving party.

Entire Agreement

This Agreement shall, as the same may be amended from time to time, constitute the complete and exclusive agreement between Debonaire Men and Customer with respect to the subject matter hereof. It supersedes and replaces all prior discussions, negotiations, understandings and agreements, written and oral, regarding such matters. Any additional or different terms in any purchase order or other written or oral response by Customer shall be deemed rejected by Debonaire Men without need of further notice and shall not be part of this Agreement or in any way binding upon Debonaire Men.

Acceptance of This Agreement and of Amendments and Modifications Thereof

Use of the Site represents an acceptance by the Customer of the terms of this Agreement. Use of the Site shall be governed solely by the terms of this Agreement, as the same may be amended from time to time, and the policies published by Debonaire Men on the Site, which shall be the entire agreement of the parties with regard to the use of the Site. Amendments or other modifications to this Agreement may, from time to time, be made by Debonaire Men sending an email to the Customer at Customer's last known email address or by posting thereof on the Site.

Our Address and Contact Information Relating to the Terms of this Agreement

If you have any questions regarding the terms of this Agreement, you should contact Debonaire Men as follows:

By Mail:

Debonaire Men
Invigorating Technologies LLC
816 Musser Road
Mount Joy, PA 17552

By Email:

pmarkovits@comcast.net