

Terms & Conditions

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These Terms and Conditions were last updated on December 19, 2020.

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2. Establishing an Account. Users of all ages are welcome to browse the Web Site, however, you may only establish an account if you are 18 years of age or over. In order to purchase products/services from the Web Site and in order to access/use some Features on the Website, you may be required to establish and use an account. In addition to your name and contact information, you may be required to submit a valid credit card number, billing address, and related billing information in connection with your account. When you register for an account you must (i) provide accurate and truthful information, and (ii) update such information from time to time as necessary to keep your registration information current and accurate. By establishing an account, you represent and warrant you have the right and are authorized to provide the information you provide when you register for the account. Subject to applicable laws, rules and regulations, you are responsible for maintaining the confidentiality of your account information and password and for restricting access to such information and to your computer. All activities that occur under your account or password shall be your responsibility.

3. Personally Identifiable Information. The Privacy Policy, which is incorporated into these Terms and Conditions by reference, governs the collection, use and disclosure of personally identifiable information gathered on or through the Web Site, including, but not limited to, the personally

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9. Availability of Products, Services, Features and Content. All Features, Content, and products and services available on or through the Website, including, but not limited to, prices of such products and services, are subject to change at any time without notice, except as may be forbidden by applicable laws, rules or regulations. In addition, any Feature, Content, product or service may be discontinued at any time in our sole discretion, except as may be forbidden by applicable laws, rules or regulations. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any service or product purchased from this Web Site as may be applicable to you; provided, however, that the foregoing shall not be deemed a waiver by you of any rights or remedies afforded to you under applicable laws, rules and regulations. By placing an order, you represent that the products ordered will be used only in a lawful manner.

10. Promotional Offers. A promotional offer may be modified or discontinued at any time without notice. A promotional offer cannot be combined with any other offer; a promotional offer cannot be applied to gift card purchases or previous purchases.

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12. Shipment of Order. Orders will be shipped to the address designated by the purchaser as long as that shipping address is compliant with the shipping restrictions contained on this Web Site. All purchases from this Web Site are made pursuant to a shipment contract. As a result, risk of loss and title for items purchased from this Web Site pass to the buyer upon delivery of the items to the carrier. The buyer is responsible for filing any claims with carriers for damaged and/or lost shipments.

13. Linking to this Web Site. Creating or maintaining any link from another Web site to any page on this Web Site without Florence By Mills Fashion's prior written permission is prohibited. Any permitted links to this Web Site must comply with all applicable laws, rule and regulations.

14. Changes to the Terms and Conditions. Subject to applicable laws, rules and regulations, Florence By Mills Fashion reserves the right, in our sole discretion, to revise, change, or modify (cumulatively "Revisions") these Terms and Conditions at any time upon advance notice to you, and we may notify you of such Revisions to these Terms and Conditions in any manner we chose that complies with law, including, but not limited to, posting a notice of such changes on the Web Site, and your continued use of the Web Site following our notice to you of Revisions to these Terms and Conditions signifies your agreement to be bound by the revised Terms and Conditions.

15. Applicability of Additional Terms and Conditions. Additional or different terms and conditions ("Other Terms") may apply in connection with certain Features (e.g. testimonials, sweepstakes or contest entries). If applicable, these Other Terms will be set forth (i) where you are permitted to submit Content, access or use Features, or purchase products and services, or (ii) in a link adjacent to where you are permitted to submit Content, access Features, or purchase products and services. These Other Terms are incorporated into and made a part of these Terms and Conditions by reference. In the event Other Terms conflict with these Terms and Conditions, the Other Terms shall control with respect to the subject matter to which such Other Terms apply.

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20. Other. These Terms and Conditions supersede any other agreement between you and us to the extent necessary to resolve any inconsistency or ambiguity between them. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of laws, with jurisdiction for disputes residing in Los Angeles County, California. Except in New Jersey and in jurisdictions where prohibited by applicable laws, rules and regulations, any claim or dispute must be brought within one (1) year from the date the cause of action arises. A printed version of these Terms and Conditions shall be admissible in judicial and administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. This choice of law provision may not, however, nor may anything else in these terms and conditions, be deemed a waiver by you of any rights you may have under any applicable federal, state or local laws, rules, or regulations, and for the sake of clarity wheresoever the term "applicable laws, rules or regulations" or a similar term is used in these terms and conditions, it shall be read to include the New Jersey Truth-In-Consumer Contract, Warranty and Notice Act, N.J.S.A. 56:12-14, et seq. You may not use or export or re-export the materials at the Web Site or any copy or adaptation in violation of any applicable laws or regulations including without limitation United States export laws and regulations. If any provision of these Terms and Conditions is held to be unlawful, void, or for any reason unenforceable, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions. These Terms and Conditions, inclusive of the Privacy Policy, constitute the entire agreement between you and Florence By Mills Fashion relating to your use of the Web Site, superseding any other agreement between you and Florence By Mills Fashion with respect to the subject matter of these Terms and Conditions. Section headings in these Terms and Conditions are for convenience only and have no legal or contractual effect. If any provision of these Terms and Conditions shall be found to be unenforceable, the other provisions shall still remain in full force and effect. A printed version of these Terms and Conditions shall be admissible in judicial and administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

21. Disputes and Arbitration Agreement. Any dispute or claim relating in any way to the Website and our products and services, including products or services sold or distributed through our

websites and catalogues, any dealings with us and our customer service agents, any representations made by us, and/or your use of our websites (including without limitation claims relating to the breach of the Terms of Use, Privacy Policy or the unauthorized disclosure of personally identifiable information) will be resolved by binding arbitration, rather than in court, except that you may assert individual claims in small claims court if your claims qualify and so long as the matter remains in such court and advances only on an individual basis. This includes any dispute or claim you assert against our sister-brands, subsidiaries, affiliates and assigns. This also includes any dispute or claim that arose before you accepted these Terms of Use, regardless of whether prior versions of the Terms of Use required arbitration.

Unless you proceed with a small claims action, the Federal Arbitration Act and federal arbitration law will apply. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms of Use as a court would. If for any reason a claim proceeds in court rather than in arbitration, except if prohibited by applicable laws, rules or regulations, WE BOTH HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.

ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. Unless we both agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative, consolidated or class proceeding. If the requirements of this paragraph are found to be unenforceable, then the entirety of this arbitration provision shall be null and void except for the waiver of any right to a jury trial described in the previous paragraph. Payment of all filing, administration and arbitrator fees will be governed by the American Arbitration Association's ("AAA") rules, except as provided in this section. If your total claims seek less than \$10,000, we will reimburse you for filing fees you pay to the AAA and will pay arbitrator's fees, unless the arbitrator determines your claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

If a dispute arises we strongly encourage you to first contact our Customer Service Department before starting arbitration or filing a claim in small claims court. We value our relationships with our customers and will try to resolve your claims informally and quickly.

The arbitration will be conducted by the AAA under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules and forms are available at www.adr.org or by calling 877-495-4185.