

Terms and Conditions

LAST UPDATED: October 7, 2025

Welcome to the Douceur Nuage website, www.douceurNuage.com

Douceur Nuage provides the content and services available on the Website to you subject to the following terms and conditions ("Terms and Conditions"). Please read these Terms and Conditions carefully before using the Website. If you do not agree to these Terms and Conditions, please do not use our Website.

PLEASE BE ADVISED THAT THESE TERMS AND CONDITIONS CONTAIN PROVISIONS THAT GOVERN HOW DISPUTES BETWEEN US ARE RESOLVED, WHICH INCLUDES A JURY TRIAL WAIVER AND A CLASS ACTION WAIVER. PLEASE READ THESE PROVISIONS BEFORE USING THE WEBSITE.

1. PRIVACY

Please review our [Privacy Policy](#) which also governs your visit to the Website, for details about what information we collect and how we use it. This policy explains how we treat your personal information, and how we protect your privacy when you use the Service. You agree to the use of your data in accordance with our Privacy Policy.

2. TERMS OF SALE; SHIPPING & RETURN POLICY

Despite our efforts, occasional pricing errors may occur on the Website. Possession of, or access to, the Website does not constitute the right to purchase products featured. Douceur Nuage is not responsible for typographical or pricing errors. Douceur Nuage reserves the right to revise pricing errors in its catalogs or its website and to cancel any order you have placed if there was an error concerning the price or availability of any item you ordered when you placed the order, even if you have received an order confirmation. No Douceur Nuage employee or agent has the authority to vary any of these terms and conditions governing any sale.

Douceur Nuage sells and ships products to end user customers only through our Website, application, and Customer Service Call Center. You may not purchase for resale. You may not purchase more than 6 units of a single item in one transaction and/or within a 24 hour window. Douceur Nuage reserves the right, with or without notice, to reduce the quantity of any order to be fulfilled or to refuse or cancel your order if we suspect you are purchasing for resale or are not the authorized buyer.

Please review our [Shipping](#) and [Returns](#) policies which governs purchases you make on the Website, if any, so that you may understand our sales practices.

3. PROMOTIONS

Promotions cannot be combined with any other offers or discounts. Offers are not valid on prior purchases. We may restrict promotion redemption to one per client or one per order. Please note, excessive misuse of promotions and codes may result in order or item cancellation.

4. WEBSITE INTENDED AUDIENCE

This Website is intended for and directed to residents of the United States. This Website is not intended for anyone under the age of 16. You must be 18 years old or the age of majority in your jurisdiction of residence to make a purchase on our Website.

5. ACCURACY OF INFORMATION

We attempt to be as accurate as possible when describing our products on the Website; however, to the extent permitted by applicable law, we do not warrant that the product descriptions, colors or other content available on the Website are accurate, complete, reliable, current, or error-free. The Website is provided free of charge and on that basis we have no obligation to provide any maintenance or support services in relation to it and we are not responsible for any loss or damage you may suffer as a result of any failure to maintain or update the Website.

6. INTELLECTUAL PROPERTY

All content available on the Website, including but not limited to text, graphics, logos, button icons, images, audio clips, data compilations and software, and the compilation and arrangement thereof (collectively, the "Content") is the property of Douceur Nuage, our affiliates, partners or licensors, and is protected by United States and international copyright laws.

The trademarks, logos, and service marks displayed on the Website (collectively, the "Trademarks") are the registered and unregistered marks of Douceur Nuage, our affiliates, partners or licensors, in the United States and other countries, and are protected by United States and international trademark laws.

Except as required under applicable law, neither the Content or Trademarks nor any portion of the Website may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without our prior written consent. Requests for permission should be directed to:

Douceur Nuage

743 Brick Row

Richardson, TX 75081

7. ELECTRONIC COMMUNICATIONS

The information communicated on the Website constitutes an electronic communication. When you communicate with us through the Website or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You agree that we may communicate electronically, subject to local privacy and anti-spam laws, and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication.

8. MOBILE FEATURES

We may offer features and services that are available to you via your mobile phone. These features and services may include, without limitation, the ability to browse the Website from your mobile device, upload content to the Website, receive messages from the Website, download applications to your mobile phone or access Website features (collectively, the "Mobile Features"). Standard messaging, data and other fees may be charged by your carrier when you use the Mobile Features. Your carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. As applicable, instructions on how to opt-out of certain Mobile Features will be disclosed in connection with those Mobile Features. The instructions will typically require you to text a keyword (e.g., "STOP," "CANCEL," "END," "UNSUBSCRIBE," "QUIT," etc.) to the applicable shortcode for the Mobile Feature.

9. YOUR OBLIGATIONS AND RESPONSIBILITIES

In the access or use of the Website, you shall comply with these Terms and Conditions and the special warnings or instructions for access or use posted on the Website. You shall act always in accordance with

the law, custom and in good faith. It is strictly prohibited to use or contact this Website to disrupt or damage the Website, its contents or its security measures or to harass or disparage Douceur Nuage or its products or services or personnel. You may not use the Website for commercial purposes. No unsolicited email (spam), or advertising or promotional materials may be directed to or through this Website.

Users may not use this Website in order to transmit, distribute, store or destroy (through viruses or any other computer code, files, or programs which might in any way interrupt, limit, or interfere with the Website or Douceur Nuage's business) material:

- (a) in violation of any applicable law or regulation,
- (b) in a manner that will infringe the copyright, patent, trademark, trade secret or other intellectual property rights of others or violate the privacy or publicity or other personal rights of others, or
- (c) that is libelous, obscene, threatening, abusive or hateful.

You agree that you will abide by any third-party company policies and terms necessary in using our Website (such as a third-party publisher terms of use or Facebook, Twitter or Instagram terms of use).

IF YOU DEFAULT NEGLIGENTLY OR WILLFULLY IN ANY OF THE OBLIGATIONS SET FORTH IN THESE TERMS AND CONDITIONS (INCLUDING OUR PRIVACY POLICY), YOU SHALL BE LIABLE FOR ALL THE LOSSES AND DAMAGES THAT THIS MAY CAUSE TO DOUCEUR NUAGE, OUR AFFILIATES, PARTNERS OR LICENSORS.

10. YOUR ACCOUNT

You may choose to register at our Website. If you do, you will have an email address/username and password for your account. You are responsible for maintaining the confidentiality of your account, username and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account, username and/or password. You agree to provide only accurate, truthful information. We reserve the right to refuse service and/or terminate accounts without prior notice if you violate these Terms and Conditions or if we decide, in our sole discretion, that it would be in Douceur Nuage's best interests to do so.

11. LINKING

Douceur Nuage has no responsibility and assumes no liability for the unaffiliated sites to which it is linked to or from, including but not limited to the content or web pages or other, products, services or materials on the site linked to the Website or posted to this Website by anyone other than Douceur Nuage.

We may permit some links for convenience, but it is not an endorsement by Douceur Nuage, our affiliates or our partners of the referenced content, product, service or supplier. Please note that the rules and privacy policies of linked sites may differ from those of Douceur Nuage and should be reviewed by you when you use the link to access the other site.

We may, in our sole discretion, request that you remove any link to the Website, and upon receipt of such request, you shall immediately remove such link. By connecting to the Website with a third-party service (e.g., Facebook), you give us permission to access and use information, content and/or material you have supplied to that service as permitted by that service, and to store your log-in credentials for that service.

12. USER GENERATED CONTENT

Any unsolicited suggestions, ideas, inquiries, materials, feedback, or other information you provide us ("User Generated Content") will be treated as non-proprietary and non-confidential and, by submitting such information, you hereby grant us a nonexclusive, royalty-free, perpetual, transferable, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, sell, assign, translate, create derivative works from, distribute and display such information in any form, media, or technology, whether now known or hereafter developed, alone or as part of other works.

You also acknowledge that your submission of User Generated Content may not be returned and we may use your User Generated Content, and any ideas, concepts or know how contained therein, for any purpose including, without limitation, developing, manufacturing, distributing and marketing products.

You agree that you will not provide to us any User Generated Content that is:

- Unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of privacy, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate
- Contains personal information about any individual or violates privacy/publicity rights
- Impersonates any person or organization or misrepresents an affiliation
- Contains viruses, corrupted files, or any other similar software that may adversely affect the Website

We have the right to refuse to post, reject, delete, reformat and edit all User Generated Content, in our sole discretion.

13. COPYRIGHT AGENT

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. It is our policy, in appropriate circumstances and at our discretion, to disable and/or terminate the accounts of users who repeatedly infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights of others.

If you believe that your work has been copied and posted on the Website in a way that constitutes copyright infringement, please provide our copyright agent with the following information:

- An electronic or physical signature of the copyright owner or authorized representative
- A description of the copyrighted work that you claim has been infringed
- A description of where the infringing material is located on the Website
- Your address, telephone number, and e-mail address
- A written statement that you have a good faith belief that the use is not authorized
- A statement, under penalty of perjury, that the information is accurate and that you are the copyright owner or authorized to act on their behalf

Our copyright agent for notice of claims of copyright infringement can be reached by writing to:

Legal Department

Douceur Nuage

743 Brick Row

Richardson, TX 75081

Email: contact@douceurNuage.com

14. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless, Douceur Nuage, its affiliates, parent, and their respective officers, directors, employees, agents, licensors, representatives, and third-party providers to the Website from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms and Conditions by you. We reserve the right to assume, at our sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses.

This provision does not require you to indemnify us for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website.

15. REPRESENTATIONS AND WARRANTIES; LIMITATION OF LIABILITY

THE WEBSITE IS PRESENTED "AS IS." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE WEBSITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE.

WE ARE NOT RESPONSIBLE FOR TIMELINESS, ACCURACY, UNAVAILABILITY OR INTERRUPTIONS IN AVAILABILITY, VIRUSES OR OTHER DEFECTS IN THE WEBSITE OR ITS CONTENTS. IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE SITE REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED ONE HUNDRED DOLLARS (\$100.00).

NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED WITH PERSONAL INJURY OR RESULTING FROM COMPANY INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

THE TERMS IN THIS SECTION ARE VALID ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

16. JURISDICTION; ARBITRATION AGREEMENT

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO

HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

WE BOTH AGREE TO ARBITRATE

You and Douceur Nuage agree to resolve any claims relating to these Terms and Conditions through final and binding arbitration, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights (for example, trademark, trade secret, copyright, or patent rights). Under such circumstances we may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Website, or intellectual property infringement without first engaging in arbitration or the informal dispute-resolution process described above.

WHAT IS ARBITRATION

Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this Arbitration Agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

ARBITRATION PROCEDURES

The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS. Any dispute, controversy, or claim arising out of or relating to these Terms and Conditions shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures in front of one arbitrator. If there is a conflict between JAMS Rules and the rules set forth in these Terms and Conditions, the rules set forth in these Terms and Conditions will govern. The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com> or 1-800-352-5267.

To initiate arbitration, you or we must:

1. Write a demand for Arbitration including a description of the Claim and the amount of damages sought
2. Send three copies of the Demand for Arbitration, plus the appropriate filing fee to your local JAMS office or to JAMS, Two Embarcadero Center, Suite 1500, San Francisco, CA 94111
3. Send one copy of the Demand for Arbitration to the other party

Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. If travelling to [Insert Your City/State] is a burden, you may participate in the arbitration by phone or via document

submission to the fullest extent allowable by the arbitrator. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys' fees).

Arbitration under this Arbitration Agreement shall be held in the United States in Dallas, TX under Texas law without regard to its conflict of laws provisions. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

AUTHORITY OF ARBITRATOR

The arbitrator will decide the rights and liabilities, if any, of you and Douceur Nuage, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us.

NO CLASS ACTIONS

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

WAIVER OF JURY TRIAL

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and us in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, **YOU AND DOUCEUR NUAGE WAIVE ALL RIGHTS TO A JURY TRIAL**, instead electing that the dispute be resolved by a judge. **YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS ARBITRATION AGREEMENT.**

OPT-OUT OF ARBITRATION AGREEMENT

You can decline this Arbitration Agreement by emailing us at arbitrationoptout@douceurNuage.com and providing the requested information as follows:

1. Your Name
2. The URL to these Terms and Conditions
3. Your Address
4. Your Phone Number
5. Clear statement that you wish to opt out of this arbitration provision in the Terms of Conditions

The Opt-Out Notice must be emailed no later than 30 days after the date you first accept the Terms and Conditions by using the Website.

CHOICE OF LAW/FORUM SELECTION

In any circumstances where this Arbitration Agreement permits the parties to litigate in court, these Terms and Conditions shall be governed by the laws of Texas as if the Terms and Conditions were a contract wholly entered into and wholly performed within Texas. You further expressly consent and agree to submit to the exclusive jurisdiction and venue of a state court of competent jurisdiction located in Dallas, Texas.

17. SEVERABILITY

If any provision in these Terms and Conditions is invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of these Terms and Conditions shall remain in effect.

18. GENERAL

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time by posting the changes on the Website and revising the Last Updated date at the top of these Terms and Conditions. Any changes are effective immediately upon posting to the Website. If you do not agree with any of the changes you should stop using the Website. The sections on indemnification and limitation of liability do not apply to New Jersey residents.

19. SUPPLY CHAIN TRANSPARENCY

Douceur Nuage is committed to being responsible in its global business practices and takes steps with its product suppliers to ensure compliance with Douceur Nuage's standards of conduct and all applicable

laws. We have made the following efforts to ensure ethical supply chain practices:

Certification: We require all product suppliers to confirm in writing that they understand and will adhere to our Supplier Code of Conduct. Our Code specifically requires suppliers to certify that all goods are manufactured in compliance with the wage and hour, slavery and human trafficking laws of the country of manufacture and without the use of children or prison, indentured, exploited, bonded, forced or slave labor.

Training: Our procurement and supply chain management teams are trained on our Supplier Code of Conduct and how to identify possible indicators of human trafficking and slavery in the supply chain.

Audits & Verification: Our teams have the ability to audit product suppliers either directly or through independent third party assessment, including conducting on-site inspections to assess factory conditions and ensure compliance with slavery and human-trafficking laws.

Accountability: We will not do business with any supplier who will not agree to comply with our Supplier Code of Conduct. We will issue warnings to any supplier, employee or contractor who fails to comply with these standards and, if they fail to take prompt corrective action, we will enforce disciplinary action including termination of the business relationship.

Douceur Nuage is dedicated to conducting its business with integrity and the highest standard of ethics and seeks the same level of integrity and ethical standards with its vendor and supplier partners.

Contact Information

For questions regarding these Terms and Conditions, please contact:

Douceur Nuage

743 Brick Row

Richardson, TX 75081

Email: contact@douceurNuage.com

Website: www.douceurNuage.com

By using this Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.