

# **TERMS OF USE**

WELCOME TO COCO!

This Website is provided by:

**Swarovski AG (Männedorf Branch)**

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Managing Director: Brian White

For US users:

This Website is provided by Swarovski AG (Männedorf Branch) for

**Swarovski Digital Business USA Inc.**

One Kenney Drive, Cranston

Rhode Island 02920

USA

Registration number with the Rhode Island Secretary of State: 000667123

Federal Employer Identification Number, i.e., tax number: 45-2251132

## **1. ACCEPTANCE**

These Terms govern the use of the CoCo Website by YOU. By accessing and using this CoCo Website, YOU accept without limitation, the

- a) **Terms of Use** (hereinafter referred to as “Terms”),
- b) **Data Privacy Policy,**
- c) **Netiquette, and**
- d) **Code of Conduct.**

If YOU do not agree to the following Terms, YOU must refrain from accessing this website (hereinafter referred to as the “**CoCo Platform**” or “**CoCo Website**”).

These Terms apply to all users of the CoCo Platform being

- a) employees of SWAROVSKI,
- b) employees of SWAROVSKI “Multibrand” business retail partners (“MUBs”).
- c) employees of SWAROVSKI “Monobrand” business retail partners (“MOBs”) (MUBs and MOBs hereinafter jointly referred to as “Independent Retailer(s)”), and
- d) users who contribute content to the CoCo Website and to Independent Retailers (hereinafter jointly referred to as “USER”, “USERS” or “YOU”).

“Content” includes photos, comments, posts, text, instructions, projects, videos, music, sounds, graphics, commentary, likes and other materials YOU may view on, access through, or contribute to the CoCo Website.

Functionalities and features are only available to authenticated users. We may change the set of limited features at any time.

Please note that reference to “**SWAROVSKI**” or “**SWAROVSKI Group**” herein shall refer to any and all companies of the Swarovski Group of companies and its affiliates.

## **2. OUR SERVICES**

Our mission is to give people the power to build and develop a SWAROVSKI global business Community and bring the world of SWAROVSKI Retail closer together. To help advance this mission, we provide the services described below to YOU as the USER (hereinafter referred to as “**Services**”):

### **One-stop shop and learning platform:**

SWAROVSKI's CoCo Website is a global dynamic platform for people participating in the SWAROVSKI Retail world – either by being a SWAROVSKI professional, by being employed by an Independent Retailer of SWAROVSKI or by being an authorized representative of an Independent Retailer representing the Independent Retailer. The **CoCo Website** establishes a one-stop shop retail Community platform by integrating content and dialog channels for trainings, tutorials and other e-learning tools. We want to support YOU to perform at your best, in the most fulfilling way and according to the business needs.

### **Connect YOU with people within the SWAROVSKI Retail World:**

We help YOU find and connect with people and groups within the SWAROVSKI Retail World that work and operate in a similar context like YOU across the globe. Stronger ties make for better communities, and we believe our Services are most useful and inspiring when people are connected to people and groups with similar topics.

### **We like to empower YOU to express yourself and communicate about what matters to YOU:**

We aim to enable CoCo USERS to browse and connect with other people in the SWAROVSKI Retail World, register an account and profile on the CoCo Platform, share their own ideas, thoughts and experiences and like, favorite and comment on other USER's posts.

## **3. WHO CAN USE THE COCO WEBSITE AND WHAT ARE YOUR OBLIGATIONS?**

### **Employees**

The use of the CoCo Website is restricted to registered members of the CoCo Community holding an account. A member of the CoCo Community can only be a

person participating in the SWAROVSKI Retail Community, meaning that only permanent SWAROVSKI employees or permanent employees of SWAROVSKI Independent Retailers who received a) in case of MOB a partner code for registration from their employer and whose employer has verified the registration of their employee, or

b) in case of MUBs only permanent employees of MUBs who were invited to register by their employer are allowed to register and use the CoCo Website.

By using the CoCo Website, YOU indicate that YOU consent to this Terms and state that YOU comply with the below requirements:

- a) YOU are competent to enter into legally binding contracts and are at least 18 (eighteen) years old;
- b) YOU are a permanent SWAROVSKI employee, a permanent employee of an Independent Retailer or YOU are authorized to represent an Independent Retailer of SWAROVSKI;
- c) Your employer has assigned YOU to register on the CoCo Website by providing you with a link, or a partner code for registration and has in case of MOBs – after you registered an account, validated your application via email;
- d) YOU will NOT reveal your account password to others or allowing use of your account by others. This includes colleagues, as well as family and other household members when work is being done at home;
- e) YOU will NOT give any third party not registered on the CoCo Platform access to the CoCo Website, or copy any ideas, features, functions or graphics of the CoCo Website or its contents;
- f) YOU confirm that YOU do NOT impersonate a User, share passwords, other than as permitted hereunder, or provide false identity information to access or use the CoCo Website.

### **Independent Retailer**

If YOU are an Independent Retailer and are using the CoCo Website on behalf of a business or a legal entity, YOU must create a business account and must agree to additional Terms for businesses as set out below. By using the CoCo Website YOU indicate that YOU are authorized to grant all permissions and licenses provided in these Terms and bind the entity to these Terms and agree to these Terms on behalf of the business or entity.

## **Additional Terms for Independent Retailers:**

By using the CoCo Website, YOU indicate that YOU consent to these Terms and state that YOU comply with the below requirements:

- a) YOU shall only assign employees of yours who are in a permanent employment relationship with YOU (the legal entity you represent) and who would benefit from being registered and participate on the CoCo Platform;
- b) In the case of MOBs - once your employee has registered, YOU will receive an email notification, in which you need to validate the registration of your employee. Only then can your employee participate on the CoCo Website;
- c) It is in your responsibility to maintain the data of your registered employee(s) updated in the Partner User Management Portal (hereinafter referred to as "PUMP") on all changes concerning your employee(s), in particular but not limited to:
  - If the registered employee(s) are assigned to another Boutique,
  - If the registered employee(s) change their name (due to marriage, etc.),
  - If the employment contract of the registered employee(s) is terminated for whatever reason. In this case it is your obligation to immediately delete the account of your employee(s) via Global Service Desk – in case of MOBs and in case of MUBs it is your obligation to immediately change the password to the CoCo account. In case MUBs have changed the password, please inform your employees of the changed password.

In case YOU require further assistance with regards to the above please feel free to contact the Swarovski Global Service Desk on [global.servicedesk@swarovski.com](mailto:global.servicedesk@swarovski.com).

- d) **Additional Independent Retailer Obligations.** Except as permitted under these Terms or as required by law, Independent Retailer will not, and will not permit or encourage anyone else, to:
  - sell, resell, transfer, assign, distribute or otherwise commercially exploit or make the content of the CoCo Website available to any third party in any way;

- give any third party not registered on the CoCo Platform access to the CoCo Website, or copy any ideas, features, functions or graphics of the CoCo Website or its contents in order to (a) build a competitive product or service, or (b) build a product using similar ideas, features, functions or graphics of the CoCo Website contents;
- modify, remove or obstruct any proprietary rights statement or notice contained on the CoCo Website;
- send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
- attempt to gain unauthorized access to the CoCo Website or its related systems or networks;
- give access to the CoCo Website to a direct competitor of SWAROVSKI;
- allow or foster the unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from the CoCo Website;
- Providing information about, or lists of, SWAROVSKI personnel to parties outside SWAROVSKI.

**Equitable Remedies.** Independent Retailer acknowledges that in the event of a breach of the above, substantial injury could result to SWAROVSKI and money damages will not be a sufficient remedy for such breach. In the event that Independent Retailer engages in, or threatens to engage in any act which violates any provision of these Terms, SWAROVSKI will be entitled, in addition to all other remedies which may be available to it under law, to seek injunctive relief (including, without limitation, temporary restraining orders, or preliminary or permanent injunctions) and specific enforcement of the provisions of these Terms.

## 4. YOUR ACCOUNT

When people stand behind their opinions and actions, our Community is safer and more accountable. For that reason, YOU must:

In case of MOB employees- register with your name and surname, personal business or private e-mail address and (private) telephone number. Please do NOT use the email address of your retail store. In case of MUBs, your employer will provide one private e-mail address together with one password, that can be used by all assigned MUBs employees.

- a) In case of MOB employees, use the same name that YOU use in everyday life (genuine name and surname!). YOU may upload a picture of yourself in accordance with our Netiquette. Please note that all profile information (apart from your e-mail address and telephone number) will be publicly visible on your profile page and on the search button,
- b) Provide accurate and complete information about yourself (name of the entity YOU are employed with, country and place of employment, name of Boutique),

Be responsible for any activity that occurs in your account. Therefore, YOU need to keep your account secure, e.g. by using a strong password. Do not share your password, give access to your CoCo account to others, or transfer your account to anyone else. YOU must notify SWAROVSKI ([global.servicedesk@swarovski.com](mailto:global.servicedesk@swarovski.com)),

- c) if YOU think that someone has gained access to your account,
- d) Create only one account (your own),
- e) In your use of the Service, YOU must comply with all applicable laws.

## **5. YOUR CONTENT – WHAT YOU CAN SHARE AND DO ON THE COCO WEBSITE**

We want people to use the CoCo Website to express themselves and to share Content that is important to them, but not at the expense of the safety and well-being of others

or the integrity of our Community. YOU therefore agree NOT to engage in the conduct described below (or to facilitate or support others in doing so):

- a) YOU may NOT use our Services to do or share anything:

That violates these Terms, our Netiquette or Code of Conduct that apply to your use of the CoCo Website; That is unlawful, misleading, discriminatory or fraudulent; That infringes or violates someone else's rights.

- b) YOU may NOT post text which contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- c) YOU may NOT breach the privacy of any third person, this includes that YOU will not upload any person's private information or picture without the concerned person's consent.
- d) YOU may NOT upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of our Services, or that may cause damage to the property of the SWAROVSKI Group or the property of other individuals.
- e) YOU may NOT use the CoCo Website for advertising or selling any product or service;
- f) YOU may NOT use the CoCo Website for promoting other groups or pages, sweepstakes, contests, or for collecting votes, similar activity on your own or other third party pages or websites;
- g) YOU may NOT access or collect data from our Services using automated means (without our prior permission) or attempt to access data YOU do not have permission to access.

As account holder YOU may post Content on the website. YOU understand that SWAROVSKI does not guarantee any confidentiality with respect to any Content YOU submit. YOU are solely responsible for the Content YOU post to the Website:



**Please remember that each post and picture of YOU may also represent your employer.**

- 1. Only post Content that complies with the policies and guidelines of your employer.** All public Content that YOU post may be directly connected or linked with your employer.
- 2. Posts may be locally or globally visible for other users.**

Please be aware that depending on the story YOU comment, your post may not only be seen within the Community in your region or country, but also on a global level from other members of the CoCo Retail Community.

- 3. Please refrain from contacting other CoCo USERS without retail related purpose.**

This Platform is created to assist the SWAROVSKI Retail Community to share information, retail related insights, learnings, to progress and improve their skills. Please help us to keep the purpose of the CoCo Website by keeping it strictly professional.

- 4. Only share photos/videos taken by YOU, or those that YOU have permission to use.**

YOU must own any Content that YOU post. It must be genuine – nothing that YOU've copied or collected from the Internet.

- 5. Sharing Community.**

This is a sharing Community set up to inspire and encourage other USERS within the SWAROVSKI Retail World to learn and progress in their field of service. Therefore, members are encouraged to share and participate in tutorials, trainings, surveys, etc.

**6. Please only post photos and videos that are appropriate for a diverse audience.**

Videos and images of graphic violence are never allowed.

**7. Follow the law.**

We will not tolerate the use of this Community to: support or praise terrorism, organized crime or hate groups; sell sexual services, firearms, illegal or prescription drugs; share sexual content involving minors; threaten to post intimate images of others.

**8. If we believe that there's risk of physical harm or threat to public safety, we will work with the respective authorities.**

**9. Respect other members of the CoCo Community.**

We want to foster a positive, diverse Community. Hate speech and threatening, abusive or offensive content will be removed. Do not harass or impersonate others.

**10. Help us to help YOU have meaningful and genuine conversations. Please do not collect likes, followers or shares by artificial means.** We would also ask that YOU don't post repetitive content or repeatedly contact people for commercial purposes without their consent. Let's keep this Community spam free!

**11. Keep your comments on-topic.**

Any content unrelated to SWAROVSKI products or SWAROVSKI Retail will be removed, as will unintelligible remarks and those SHOUTED IN ALL CAPS. Please refrain from talking about things not directly related to SWAROVSKI Retail topics.

**12. Help us to keep the Community strong.**

Each of us is an important part of the SWAROVSKI Retail Community. If YOU see something that YOU think may violate our guidelines, please email: [coco@SWAROVSKI.com](mailto:coco@SWAROVSKI.com). Our team works as fast as possible to remove inappropriate content. Try to provide as much information as YOU can. Links, usernames and content descriptions will help them find and review it quickly.

### **13. We comply with:**

- a. User requests for removal of their own account.
- b. Requests for removal of a user's account from an authorized representative of an Independent Retailer (due to termination of employment or else).

### **14. We terminate:**

Please note that accounts which have not shown any activity for six (6) months or more may be automatically deleted without further notification to the account holder by the CoCo Admin team.

Kindly note that we may keep the Content YOU posted on the CoCo Website for a reasonable period of time after your account has been deleted (for whatever propose) because of legal reasons, for back-up or audit purposes. Also, Content that YOU have shared with others may continue to appear – however, in an anonymized way.

Any non-personal Content or material posted on this CoCo Website, including any data, questions, comments, suggestions or the like, is and will be treated as non-confidential and non-proprietary. Anything transmitted or posted becomes the property of the SWAROVSKI Group and may be used for any purposes including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, and posting.

## **6. THE PERMISSIONS YOU GIVE US, YOUR USE OF CONTENT**

We need certain permissions from YOU to provide our Services:

- a) **Permission to use Content YOU create and share:** YOU own the Content YOU create and share on the CoCo Website, and nothing in these Terms takes away the rights YOU have to your own Content. YOU are free to share your Content with anyone else, wherever YOU want. To provide our Services, though, we need YOU to give us some legal permissions to use that Content.

Specifically, when YOU share, post, or upload Content that is covered by intellectual property rights (like photos or videos) on or in connection with our Services, YOU grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your Content. This means, for example, that if YOU share a photo on the CoCo Platform, YOU give us permission to store, copy, and share it with others such as service providers that support our Service or other CoCo Services YOU use.

YOU can end this license any time by deleting your Content or account. YOU should know that, for technical reasons, Content YOU delete may persist for a limited period of time in backup copies (please note that all the Content YOU haven't deleted, will be visible to other USERS, however, the Content will not be allocated to YOU - unless the Content contains a personal feature which we will not be able to remove).

- b) **Permission to use your name and profile picture:** YOU give us permission to use your name and profile picture YOU have taken on the CoCo Website without any compensation to YOU.
- c) **Permission to update software YOU use or download:** If YOU download or use our software, YOU give us permission to download and install upgrades, updates, and additional features to improve, enhance, and further develop it.

The Content on the CoCo Website is provided "AS IS". YOU may access and use the Content for your information and personal use only. YOU may not download any Content unless a download button or similar functionality is displayed. YOU shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of SWAROVSKI or the respective licensors of the Content.

YOU understand that the Content displayed on the CoCo Website is from a variety of sources, and that SWAROVSKI is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. Any reliance upon the material of the CoCo Website shall be at your own risk. YOU agree that it is your responsibility to monitor any changes to the material and the information contained on this CoCo Website.

The Content on the CoCo Website, and the trademarks, service marks and logos ("Trademarks") on the website, are owned by or licensed to SWAROVSKI, subject to copyright and other intellectual property rights under the law.

YOU agree not to circumvent, disable or otherwise interfere with security-related features of the CoCo Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the CoCo Website or the Content therein.

## **7. ACCOUNT TERMINATION, REMOVAL OF CONTENT**

SWAROVSKI reserves the right to remove temporarily or permanently Content or even delete your account without prior notice, if it does not comply with these Terms, the Data Privacy Policy, Code of Conduct or Netiquette or any applicable laws or regulations. It is in SWAROVSKI's sole discretion to decide whether Content violates these Terms. We may also disable your account if YOU repeatedly infringe other people's intellectual property rights.

Where appropriate, we will take steps to notify YOU when we remove your Content for violating our Netiquette or Code of Conduct. We may not be able to provide notice in all cases, for example if we are prohibited from doing so by law or where it might harm our Community or the integrity of our Services.

To help support our Community, we encourage YOU to report Content or conduct that YOU believe violates your rights (including intellectual property rights) or our Terms to [coco@swarovski.com](mailto:coco@swarovski.com).

SWAROVSKI will terminate a USER's account and access to the CoCo Website and Service if, SWAROVSKI is informed that the USER is no longer employed by SWAROVSKI or the Independent Retailer.

Following termination or deactivation of your account, or if YOU or we remove any Content YOU had provided, SWAROVSKI may keep your Content for a reasonable period of time because of legal reasons, for back-up or audit purposes. SWAROVSKI and its USERS may retain and continue to use, store, display, reproduce, save, modify, create derivative works, perform and distribute any of your Content that other USERS have stored or shared on the CoCo Website.

## **8. OUR DATA PRIVACY POLICY AND YOUR PRIVACY CHOICES**

All and any material or personal information sent to the CoCo Website is subject to the SWAROVSKI policy on privacy and protection of personal data set out in the Data Privacy Policy.

We collect and use your personal data in order to provide the Services described above to YOU.

## **9. FEEDBACK**

Any feedback YOU provide to us by electronic mail or otherwise, including any data, questions, comments, suggestions or the like, is and will be treated as non-confidential and non-proprietary. Anything transmitted or posted becomes the property of SWAROVSKI and may be used for any purposes. Any such use is without compensation to the submitter of the information and/or data. SWAROVSKI is under no obligation to use the information submitted or to send any confirmation or feedback that a submission is successful.

## **10. INTELLECTUAL PROPERTY RIGHTS**

® All Reg. copyright and Trademark SWAROVSKI. other intellectual property rights

All in all rights text, images, reserved. and other materials on the CoCo Website are the property of the SWAROVSKI Group or are included with the permission of the relevant owner.

YOU may freely browse the CoCo Website but are only permitted to access, download, or use information from the CoCo Website, including any texts, images, audio, and video, etc., (hereafter referred to as "information") for your own non-commercial use. This should be done on the condition that all copyright and other proprietary notices are kept intact, and that the above trademark notice appears on such reproductions. No reproduction of any part of the CoCo Website may be sold or distributed for commercial gain, nor shall it be modified or incorporated into any other work, publication, or website.

The trademarks, logos, characters, and service marks (collectively hereafter referred to as "trademarks") (e.g., Daniel Swarovski, Swarovski, the Swarovski swan, and the Swarovski logo, as well as Swarovski's product labels) are protected trademarks or trade names of Swarovski AG. Nothing contained on the CoCo Website should be construed as granting any license or right to use any trademark displayed on the CoCo Website. Your use/misuse of the trademarks displayed on the CoCo Website or of any other content on the CoCo Website, except as provided for in these Terms, is strictly prohibited. YOU are also advised that the SWAROVSKI Group will aggressively enforce its intellectual property rights to the fullest extent of the law, including criminal prosecution, for serious offences.

## **11. LINKS TO OTHER WEBSITES**

The CoCo Website may contain links to third party websites and service that are not owned or controlled by SWAROVSKI. The links on SWAROVSKI's Websites may take YOU outside the SWAROVSKI Group network. SWAROVSKI has no control over, and assumes no responsibility for, the content, service, privacy policies, or practices of any third party. SWAROVSKI accepts no liability for the content, accuracy, or function of these other websites.

SWAROVSKI accepts no liability deriving from a breach or omission in the privacy policies of third parties. The links are provided in good faith and SWAROVSKI cannot be held responsible for any subsequent change in other websites to which it provides a link. The inclusion of any links to other websites does not imply endorsement by SWAROVSKI.

We highly recommend that YOU read the terms and conditions and privacy policy of each other website that YOU visit.

## **12. WARRANTIES AND DISCLAIMERS**

Use of this CoCo Website is exclusively at the sole risk of YOU. SWAROVSKI is not responsible if the information on the CoCo Website is inaccurate or incomplete.

The CoCo Website is provided to YOU on an "as is" and "as available" basis. Consequently, SWAROVSKI expressly disclaims all representations, warranties and conditions of any kind, whether express, implied, statutory, or otherwise (including the implied warranties of merchantability and fitness for a particular purpose and non-infringement). Such warranties include, but are not limited to, any representations that material on the CoCo Website is complete, accurate, reliable, timely, and non-infringing on third parties; that access to the CoCo Website is uninterrupted or error-free; that the CoCo Website is secure; or that any advice or opinion obtained from the SWAROVSKI Group through the CoCo Website is accurate or reliable. Any such representations or warranties thereto are expressly disclaimed.

Please note that some jurisdictions may not allow the exclusion of implied warranties.

Therefore, some of these may not be applicable to YOU. Please check your local laws.

SWAROVSKI reserves the right to restrict or terminate your access to the CoCo Website, or any feature of the CoCo Website or part thereof, at any time.

## **13. LIABILITY**

The SWAROVSKI Group, and any other parties involved in the creation, production, or delivery of the CoCo Website on SWAROVSKI's behalf, shall not be held liable or responsible in any way for: any direct, indirect, incidental, consequential, or punitive damages; costs; losses; or liabilities that may occur as a result of: your use and/or inability to use the CoCo Website; access to the CoCo Website; changes in the contents of the CoCo Website or from any other website accessed through a link from the CoCo Website; or, from any action SWAROVSKI takes or fails to take as a result of any electronic mail messages sent by the user to the SWAROVSKI Group.

SWAROVSKI, and any other parties involved in the creation, production, or delivery of the CoCo Website, shall have no responsibility to: maintain the material and Services



made available on the CoCo Website or to supply any corrections, updates, or releases in connection herewith. Any material on the CoCo Website is subject to change without notice.

Furthermore, SWAROVSKI shall have no liability or responsibility whatsoever for any losses suffered caused by viruses that may infect your computer equipment or other property as a result of your use of, access to, or the downloading of any material from the CoCo Website. Downloading material from the CoCo Website is done at your own risk.

## **14. APPLICABLE LAW**

YOU and SWAROVSKI agree that any controversy or claim arising from, or pertaining to, the use of the CoCo Website shall be governed by Austrian law and shall be submitted to the exclusive jurisdiction of the courts of Innsbruck, Austria. This choice of law only applies to the extent that there are no pre-emptive provisions of the law of the state in which the USER has his usual residence prohibiting it. SWAROVSKI is also authorized to sue at the USER's location.

## **15. CONSEQUENCES**

If SWAROVSKI becomes aware that YOU have violated any of the terms and conditions contained in this Terms, SWAROVSKI may immediately take corrective action. Such measures include preventing the user from using the Services offered by SWAROVSKI and immediately removing without notice any information, data, and content put on the CoCo Website by the USER or immediately terminating your account.

If SWAROVSKI has been injured by your violation, SWAROVSKI may, in its sole discretion, seek to recover damages.

## **16. COOKIES**

SWAROVSKI uses tracking technology (cookies), which help make the CoCo Website more user-friendly, efficient, and secure. Cookies are small text files that are stored on your PC and used by your browser. Most of the cookies SWAROVSKI uses are session cookies, which are deleted automatically at the end of your visit. Cookies will not harm your PC and do not contain any viruses. Nevertheless, since cookies are required to access certain features of the CoCo Website please be informed that the CoCo Website will not fully work or be accessible if the cookies are deactivated by YOU. Your browser can be configured so that cookies can be accepted with your permission or completely blocked.

## **17. REVISIONS**

SWAROVSKI works constantly to improve its Services and develop new features to make the CoCo Platform better for YOU and our Community. As a result, SWAROVSKI may need to update these Terms from time to time to accurately reflect its Services and practices. YOU are bound by any such revisions if YOU continue to use the CoCo Platform and should therefore periodically revisit this page.

We hope that YOU will continue using the CoCo Platform, but if YOU do not agree to the updated Terms and no longer want to be a part of the CoCo Community, YOU can delete your account at any time.

## **18. OTHER**

- a) These Terms make up the entire agreement between YOU and SWAROVSKI regarding the subject matter hereof. They supersede any prior agreements.
- b) If any portion of these Terms are found to be unenforceable, the remaining portion will remain in full force and effect. If SWAROVSKI fails to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by SWAROVSKI.
- c) YOU will not transfer any of your rights or obligations under these Terms to anyone else without SWAROVSKI's consent in writing.
- d) SWAROVSKI reserves all rights not expressly granted to YOU.