



## **reFINEstyle USER AGREEMENT**

### **Introduction**

Welcome to reFINEstyle!! By utilizing reFINEstyle's services, you will need to agree to the following reFINEstyle, LLC terms and conditions ("User Agreement").

### **Effective Date**

This Agreement is effective immediately upon acceptance of use.

### **Scope**

Before you may become a member of reFINEstyle, you should read but must accept ALL of the terms in and linked to this User Agreement as well as the reFINEstyle Privacy Policy and any additional reFINEstyle policies. By accepting this User Agreement, you agree that this User Agreement and Privacy Policy will apply whenever you use the reFINEstyle sites and services, or when you use the tools made available to interact with reFINEstyle sites and services.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, THEN DO NOT ACCESS OR USE THE WEBSITE. BY VIEWING OR USING ALL OR ANY PART OF THE WEBSITE, DOWNLOADING ANY MATERIALS OR BY COMPLETING THE SUBSCRIPTION AND INFORMATION REQUEST REGISTRATION PROCESS, YOU AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE.

### **Information and Subscriptions**

At your election, you may request additional information about reFINEstyle or subscribe to various information services concerning reFINEstyle's products, services and business. When you do so, the registration process requires you to provide your name, email address and certain additional information about your preferences, such as, for example, your preferred contact method and product markets of interest to you. You may initiate your account at [www.reFINEstyle.com](http://www.reFINEstyle.com).

### **Using reFINEstyle**

When using reFINEstyle's sites and services, you AGREE that you will NOT:

- use the site or services for any purpose that is unlawful or prohibited by the User Agreement, or any other purpose not reasonably intended by reFINEstyle;
- violate any laws, third party rights or our policies but rather you will abide by all applicable policies, local, state, national and international laws and regulations;

- post content or items in an inappropriate category or in improper areas on the site;
- use the site or services if you are not able to form legally binding contracts, are under the age of 18, or are suspended from using our sites, services, or tools;
- fail to deliver payment for items purchased by you, unless the Seller fails to meet the posted terms, or you cannot authenticate the Seller's identity;
- fail to deliver items purchased from you, unless the Buyer fails to meet the posted terms, or you cannot authenticate the Buyer's identity;
- manipulate the price of any item or interfere with other users' listings;
- circumvent or manipulate the fee structure, the billing process, or fees owed to reFINEstyle;
- post private, false, inaccurate, misleading, defamatory, or libelous content;
- take any action that may undermine the purposes of reFINEstyle;
- transfer any part or all of your reFINEstyle account and/or user ID to another party without reFINEstyle's consent;
- distribute or post spam, unsolicited, or bulk electronic communications of any kind;
- distribute viruses or any other technologies that may harm reFINEstyle or its users;
- export or re-export any reFINEstyle tools except in compliance with the export control laws of any relevant jurisdictions;

### **Proprietary Rights**

You agree that all content and materials made available by reFINEstyle at the Website are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Except as expressly authorized by reFINEstyle in writing, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such materials or content. However, you may print or download a reasonable number of copies of the materials or content at this Website for your internal business purposes; provided, that you retain all copyright and other proprietary notices contained therein. Systematic retrieval of data or other content from this Website to create or compile, directly or indirectly, a collection, database or directory without written permission from reFINEstyle is prohibited.

Reproducing, copying or distributing any content, materials or design elements on the Website for any other purpose is strictly prohibited without the express prior written permission of reFINEstyle. Use of the content or materials for any purpose not expressly permitted in this User Agreement is prohibited. Any rights not expressly granted herein are reserved.

### **Reporting reFINEstyle Misuse**

The reFINEstyle family works diligently to keep our sites and services functioning properly in order to keep our marketplace safe. Any offensive content, service or site related problems, or policy violations should be immediately reported. Failure to do so may result in our inability to continue offering our valuable services.

reFINEstyle makes every effort to ensure that listed items do not infringe upon the copyright, trademark, or other intellectual property rights of third parties. If you believe that your intellectual property rights have been violated, please notify reFINEstyle by emailing [violations@reFINEstyle.com](mailto:violations@reFINEstyle.com). Our legal team will investigate.

Without limiting other remedies, we may limit, suspend, or terminate our services and user accounts, prohibit access to our sites and their content, services, and tools, delay or remove hosted content, and take any necessary technical and legal steps to prevent users suspected of creating any problems or legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently directly with

or in the spirit of our policies from using our sites and services. Further, reFINEstyle also reserves the right to cancel, modify or discontinue reFINEstyle's sites, services, or tools, any and all unconfirmed accounts or accounts that have been inactive for a longer than ninety (90) days time.

## **Buyer's Responsibility**

reFINEstyle Buyers and Sellers share the responsibility for making sure purchases are fun, rewarding, and hassle-free. Buyers and Sellers are strongly encouraged to work with one another before reporting a purchase-related violation.

reFINEstyle Sellers must comply with our resolution procedures whereby Sellers permit reFINEstyle to make a FINAL decision, in our sole discretion, on any claim that a Buyer files. Further, because PayPal is reFINEstyle's recommended method of payment, reFINEstyle encourages Members to utilize the procedures available through Pay Pal to pursue claims.

## **Fees and Services**

There is no cost to join reFINEstyle or bid on listed items. There are fees involved when you create a membership account to list and sell items. When listing an item or using a service that has an associated fee, you have an opportunity to review and accept the fees that you will be charged based on our Fees schedule, which reFINEstyle may change from time to time. Any such changes to that schedule are effective after we provide you with at least 14 days' notice by posting the changes on the reFINEstyle site. We may choose to temporarily change the fees for our services for promotional events (for example, free listing days) or new services, and such changes are effective when we post the temporary promotional event or new service on the sites.

All fees are quoted in U.S. Dollars. As a user of our site, it is YOUR responsibility to timely pay all fees and applicable taxes associated with our sites and services with a valid payment method. If your payment method fails or your account is past due, reFINEstyle may collect fees owed using other collection mechanisms, including but not limited to charging other payment methods on file with reFINEstyle, retaining collection agencies and legal counsel, and for accounts over 180 days past due, deducting the amount owed from your PayPal account balance.

## **Content**

By providing reFINEstyle with content, you grant reFINEstyle a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, trademark, publicity, and database rights (but no other rights) you have in the content, in any media known now or in the future. reFINEstyle has no obligation to monitor the site or any use thereof. However, reFINEstyle reserves the right at all times and without notice to monitor, review, retain or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental (including law enforcement) request.

## **Limited Liability and Indemnification**

You will NOT hold reFINEstyle responsible for other users' content, actions, or inactions, items listed or their destruction of allegedly fake items. You acknowledge that we are NOT a traditional auctioneer and that you understand our sites allow anyone to offer, sell, and buy pre-owned luxury clothing, in a variety of pricing formats including fixed price formats, and auction-style formats. Further, you acknowledge that reFINEstyle is NOT involved in the actual transaction between Buyers and Sellers. reFINEstyle may assist with dispute resolution, but reFINEstyle has NO CONTROL and DOES NOT GUARANTEE the quality,

safety, or legality of items listed, the truth or accuracy of users' content or listings, the ability of Sellers to sell and the ability of Buyers to buy, or that a Buyer or Seller will complete a transaction or return an item.

reFINEstyle does not transfer legal ownership of items from the Seller to the Buyer, and nothing in this agreement shall modify the governing provisions of Texas Business and Commerce Code or the Uniform Commercial Code, unless the Buyer and the Seller agree otherwise. Further, we cannot guarantee continuous or secure access to or operation of our sites, services, or tools, as there are numerous variables and circumstances outside of reFINEstyle's control. Thus, to the extent allowed by law, reFINEstyle hereby EXCLUDES all implied warranties, terms and conditions. reFINEstyle is NOT liable for any loss of money, goodwill, reputation, or any special, indirect or consequential damages arising, directly or indirectly, out of your use of or your inability to use our sites, services, and tools. Certain jurisdictions may not allow the disclaimer of such warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. Regardless of the previous paragraphs, if reFINEstyle is found liable to you or any third party, reFINEstyle's liability is limited to the greater of (a) the total fees paid to reFINEstyle in the twelve (12) months prior to the action giving rise to the liability, and (b) \$100.

You will indemnify and hold us (and any officers, directors, agents, subsidiaries, joint ventures, and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

### **No Agency**

No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement.

### **Release**

If you are involved in a dispute with one or more users, you release reFINEstyle (including but not limited to our officers, directors, agents, subsidiaries, joint ventures, and employees) from any claims, any demands, and any type of damages whether known or unknown, arising out of or in any way connected with such disputes. Where applicable, you also waive claims that do not extend to claims which a creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

### **Access and Interference**

The information on the sites is updated on a real-time basis and is proprietary or is licensed to reFINEstyle by our users or third parties. You agree that you will not use any robot, spider, scraper, or other automated means to access the sites for any purpose without our express handwritten permission.

Additionally, you agree you will not:

- take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from the sites without the prior express written permission of reFINEstyle and the appropriate third party, as applicable;
- interfere or attempt to interfere with the proper working of the sites, services, or tools, or any activities conducted on or with the sites, services, or tools; or

- bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the sites.

## Privacy

reFINEstyle will use your information only as described in the reFINEstyle Privacy Policy as we view protection of users' privacy as a very important marketplace principle. By signing into your account, you are able to access and modify the information provided to reFINEstyle as well as choose not to receive certain communications by signing in to your account. If you object to your information being transferred or used in this way please do not use our services.

## Notices

Except as explicitly stated otherwise, legal notices shall be served on reFINEstyle's national registered agent (in the case of reFINEstyle) or to the email address you provide to reFINEstyle during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such case, notice shall be deemed given three days after the date of mailing.

## Venue

This Agreement shall be governed in all respects by the laws of the State of Texas as they apply to agreements entered into and to be performed entirely within Texas between Texas residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against reFINEstyle must be resolved exclusively by a state or federal court located in Dallas County, Texas, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You agree to submit to the personal jurisdiction of the courts located within Dallas County, Texas for the purpose of litigating all such claims or disputes.

## Dispute Resolution

If you and reFINEstyle are involved in a dispute, reFINEstyle's goal is to provide you with a neutral and economic means of promptly resolving such dispute. You and reFINEstyle agree to work with one another in an effort to reach a resolution. Notice of any such dispute, or the potential thereof should, be sent to [violations@reFINEstyle.com](mailto:violations@reFINEstyle.com). You and reFINEstyle agree to consider ALL reasonable requests to resolve the dispute through alternative dispute resolution procedures. In the alternative, and ONLY AFTER you and reFINEstyle have exhausted all attempts to resolve any dispute, you and reFINEstyle agree to resolve any claim or controversy at law or equity that arises out of this Agreement (a "Claim") according to one of the following methods below or as we otherwise explicitly agree to in writing.

- **Mediation Option:** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through an agreed-up third party mediator. Any settlement may be entered as evidence in any court of competent jurisdiction.
- **Arbitration Option:** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties.

Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- **Improperly Filed Claims** - All claims you bring against reFINEstyle must be resolved in accordance with this Resolution of Disputes Section. All claims filed or brought contrary to the Resolution of Disputes Section shall be considered improperly filed. Should you file a claim contrary to the Resolution of Disputes Section, reFINEstyle may recover attorneys' fees and costs up to \$1000, provided that reFINEstyle has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

### **Third Party Websites.**

This Website may contain links to other sites that are neither owned nor operated by reFINEstyle, although some such sites may have an affiliation with reFINEstyle (collectively, Third Party Websites). Such links are provided for your convenience only. reFINEstyle makes no representations whatsoever about any Third Party Websites which you may access through this Website, as reFINEstyle has no control over the content appearing on such Third Party Websites. Moreover, a link to a Third Party Website does not imply and does not constitute sponsorship, endorsement, approval, or responsibility for the content on, or the use of, such Third Party Website. No rights to use or copy the information on this Website or the Third Party Website is granted or implied. Please Note: The Terms of Use and Privacy Policies applicable to Third-party Websites may differ significantly from those of reFINEstyle. You are encouraged to review the applicable privacy policies of such Third Party Websites.

### **No Warranties**

ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE (THE CONTENT) ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE WEBSITE AND CONTENT ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. COMPANY, AND ITS AFFILIATES, LICENSORS AND SUPPLIERS DO NOT WARRANT THAT: (A) THE CONTENT IS TIMELY, ACCURATE, COMPLETE, RELIABLE OR CORRECT; (B) THE WEBSITE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (C) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (D) THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (E) THE RESULTS OF USING THE WEBSITE WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE WEBSITE IS SOLELY AT YOUR OWN RISK.

### **Additional Policies**

Additional policies are available on the reFINEstyle policy page. By accepting this agreement, you agree to adhere to ALL reFINEstyle policies. Each reFINEstyle policy may be changed from time to time. Changes take effect when posted on the reFINEstyle site. When using certain services on reFINEstyle sites, you are subject to any posted policies or rules (which may be posted from time to time) applicable to services you use through the sites and all such policies are hereby incorporated into this Agreement.

### **Principal Place of Business**

reFINEstyle, LLC is located at 4307 McKinney Avenue, Suite 8, Dallas, Texas 75205.

### **Agreement Severable**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed and ALL remaining provisions shall be enforced. At any time, reFINEstyle assign this Agreement.

### **Captions**

All captions and headings are for reference purposes only and do not limit the scope or extent of such section. Failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. reFINEstyle does not guarantee to take action against all breaches of this Agreement.

### **Amendments of User Agreements and Policies**

reFINEstyle may amend this Agreement at any time and any said amended terms will be posted on the reFINEstyle site. Except as otherwise stated elsewhere, all amended terms shall automatically be effective thirty (30) days after they are initially posted. Additionally, we will notify the Member's reFINEstyle email address. This Agreement may not be otherwise amended unless such amendment is in a writing hand signed by you and reFINEstyle. For purposes of this provision, a "writing" does NOT include an email message and a signature does NOT include an electronic signature.

### **No Oral Agreements**

This Agreement sets forth the entire understanding and agreement between you and reFINEstyle with respect to the subject matter hereof. Any additional reFINEstyle terms and policies survive any termination of this Agreement.

### **Consumer Complaints**

You may report complaints to the Texas Office of the Attorney General, Consumer Protection Division, PO Box 12548, Austin, TX 78711-2548; online at <https://www.oag.state.tx.us/forms/cpd/form.php>; or by telephone at (800) 621-0508.