

Shaadi Outfitters Terms of Service

Updated

Effective Date:

October 14, 2018.

The following Terms of Service (“Terms”) between you (“you” or “your”) and Shaadi Outfitters, LLC. (“we,” “our,” “us,” or “SO”) describes the terms and conditions on which you may access and use the SO website located at shaadioutfitters.com (the “Site”), the future SO mobile app (the “App”) and related services including SO’s product rental, sales services, and educational content (together with the Site, the App, and the SO Content, as defined below, the “Services”). By accessing or using any of the Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS MAY HAVE CHANGED SINCE YOU LAST ACCESSED OR USED THE SERVICES. BY CLICKING “I AGREE” OR OTHERWISE ACCESSING OR USING ANY PART OF THE SERVICES, YOU AGREE TO THESE TERMS.

Notice of Agreement to Arbitrate and Class Action Waiver

By accepting these Terms, and hence using any of the materials or services offered by SO, you are agreeing to the arbitration agreement and class action waiver contained in Section 8 of these Terms below.

1. ABOUT THE SERVICES

A. Introduction

Through the Services, we aim to give you access to beautiful designer clothing and accessories, advice on appropriate wear, educational information about the material and clothing styles, and other content to help you decide which items are right for you, your event, and how to wear them.

B. Mobile Charges

To the extent you access the Services through a mobile or wireless device, your carrier's standard charges, data rates and other fees may apply.

C. Eligibility

Children under the age of 13 may not use the Services and parents or legal guardians may not agree to these Terms on their behalf. Children under 18 years of age but at least 13 years of age may use the Site and future App under the supervision of parents or legal guardians who agree to be bound by these Terms on their behalf, but such children may not rent or purchase any clothing or accessories ("Products") via the Services. If you are a parent or legal guardian agreeing to these Terms for the benefit of a child between the ages of 13 and 18, you are fully responsible for their use of any of the Services, the rented garments, or purchase of any Products, including all legal liability they may incur.

D. Modification of the Services or the Terms

SO may modify these Terms or modify, suspend, or discontinue any of the Services at any time for any reason. However, SO will use commercially reasonable efforts to notify you of material changes to these Terms by posting a notice on the Site and/or sending an email to the email address you provided to SO upon registration.

E. Privacy

To learn more about our privacy practices, please read our Privacy Policy, which is available at <https://www.shaadioutfitters.com/blahblahlink> (the "Privacy Policy").

2. RENTAL AND SALE OF PRODUCTS

A. General Conditions

The Services include the rental and sale of Products. This Section 2(A) sets out terms and conditions that apply to your rental or purchase of any SO Product.

18 YEARS OR OLDER. Products may be rented or purchased for use by individuals under 18 years of age, but we rent and sell only to adults, who may rent or purchase the Products with a payment card or other approved payment method. By clicking agreeing to these Terms, you represent that you are 18 years or older and that you are authorized to use the chosen payment method (including, without limitation, credit cards) for the purpose of renting or purchasing the Products as described in these Terms.

LIMITS. You acknowledge and agree that we may place limits on the rental or purchase of Products, including but not limited to restricting orders placed under a single customer account, payment card or billing or shipping address. We reserve the right to limit, cancel or prohibit any rentals or sales of Products for any reason in our sole discretion, including but not limited to availability and geographic concerns.

DELIVERY. Your Products may be ordered and couriered to you on the same day for certain orders placed by 12 p.m. Central Time, for delivery inside certain Austin-area zip codes, defined and subject to change by SO at any time without any prior notice, subject to the additional delivery charge specified on the Site or future App. Otherwise, all deliveries will be through SO's shipping partners, which may change from time to time at SO's discretion. The shipping method used will be at the sole discretion of SO.

COLLECTIONS. If you do not pay the amounts you owe to SO when due, then SO will need to institute collection procedures. You agree to pay SO's costs of collection, including without limitation reasonable attorneys' fees.

COMMUNICATIONS. You consent to receive communications from us, including email, text messages, calls, and push notifications, including for the purposes of notifying you about the status of your order, sending you reminders, facilitating secondary authentication, and providing other information. We may contact you by telephone calls or text messages, including by an automatic telephone dialing system, at any of the telephone numbers provided by you. Standard message and data rates charged by your mobile carrier may apply to the text messages we send you. You may opt out of receiving communications by following the unsubscribe procedures we provide to you. In the case of text messages, you may opt out by replying "STOP" to a text message you receive from us or by emailing info@shaadioutfitters.com. You acknowledge that opting out of receiving communications may impact your experience during the course of the use of our Services.

B. Rentals

The following additional conditions apply to the rental of any Product.

RENTAL FEE. The rental fee ("Rental Fee") for the Product will be the total of the rental fee, insurance charges and delivery charges listed on the Site or future App for your rental of the Product. When you place your rental order for a Product, you hereby authorize SO to charge your payment card for the Rental Fee. SO will charge your payment card the amount of the Rental Fee immediately upon your rental order. A reservation of a Product on the Site or future App is an order for the rental of that Product, regardless of how far in advance that Product is reserved. In addition, at the time of your rental order for a Product, you hereby authorize SO to charge your payment card for an amount equal to 200% of the original retail value of the Product (when new) set forth on the Site or future App ("Retail Value") plus applicable sales taxes; provided that SO will only charge your payment card for an amount greater than the Rental Fee as described below. Rental Fees exclude all federal, state and local taxes, GST, fees, customs, duties, levies and other governmental assessments, all of which shall be paid by you directly or, if paid by SO, shall be paid by you to SO in connection with your rental order.

CANCELLATION POLICY. You may cancel your rental order subject to the following cancellation fees and policies:

1. If you cancel thirty (30) or more days in advance of the delivery date, there is no cancellation fee and you will receive a full refund issued to the payment card you used for the order.
2. If you cancel less than thirty (30) days but more than fourteen (14) days in advance of the delivery date, you will not receive any refund, but you will receive a full credit to your SO account for the Rental Fee associated with the cancelled order. This credit can be applied to any future SO rental.

3. If you cancel fourteen (14) or fewer days in advance of the delivery date, you will receive a credit to your SO account for the Rental Fee associated with the cancelled order, minus a cancellation fee of \$9.95.

RETURN PACKAGING. With delivery of the Product, SO will provide you with a pre-paid, pre-addressed SO carrying case or mailing envelope (as the case may be) as well as instructions for your use in returning the Products to SO (“Return Packaging”). The SO carrying case is not yours to keep. If the SO carrying case is not returned you will be charged a \$50 fee (details below under “Lost Return Packaging”).

RECEIPT OF THE PRODUCTS. Upon delivery, you bear responsibility for the Product(s). If, you opt to have the Products delivered in Austin by courier service, you agree to bear responsibility for receipt of Products shipped to the location specified at time of check out. You acknowledge that a Secure Shipping Address is highly recommended. A “Secure Shipping Address” means a location where an individual can physically receive Product(s). In the event that an unsecure shipping address is provided, SO does not bear liability for Products left unattended. Furthermore, you acknowledge that providing anything other than a Secure Shipping Address may result in delivery delays and additional delivery fees for which SO will not be liable. You will be liable for all such delays and additional delivery fees.

USE OF THE PRODUCTS. You agree to treat the Products with great care, as if it was borrowed from your close friend or relative. You are responsible and liable for any loss, destruction, or damage to the Products due to theft, mysterious disappearance, fire, major stains or any other cause or negligence on your part, other than normal wear and tear. Normal wear and tear encompasses minor stains, rips, missing beads, stuck zippers or other minor damage covered by the insurance you paid for with your rental of the applicable Product. If you return a Product that is damaged beyond normal wear and tear, then you agree that we shall charge you, and you shall pay, for the price for repairing or replacing the Product, as determined in our discretion, up to the Retail Value for the Product. Further, you agree that any decisions over minor and major stains to the Product will be at the sole discretion of SO.

RETURN OF THE PRODUCTS; EXTENSIONS. You agree to return the Products to SO in the Return Packaging on or before the return date for the Products that are identified in the online invoice for your order. You may extend your order for a Product on the Site, future App or by phone to SO; provided that any extensions are subject to other orders for that Product and to pre-payment of the

additional Rental Fee applicable to that Product for the period of time of the extension. You must return the Product by delivering the Product in the Return Packaging to a store, or other appropriate means of pickup for the designated shipping company, located in the United States by 12 p.m. on or before the date that the Product is due. We are not responsible for any personal or other items left in the Products or which are returned to SO in the Return Packaging. If you believe you have accidentally or otherwise sent us any such items, please contact customer service as soon as possible at info@shaadioutfitters.com or call the number on our site. Our staff may assist in attempting to locate such items at a customer's request, but are not obligated to and assume no liability for doing so.

LATE FEES. If you return the Products late or not at all, a late fee of fifty dollars (\$50.00) will be charged to the payment card you used to pay the Rental Fee or to any other payment card or payment method included in your account information that you have provided to SO for every day that you are late returning the Products, and you agree to pay such late fees, up to an amount not to exceed 200% of the Retail Value plus applicable sales tax (in addition to the Rental Fee). The late fee is payable for each order of Products that is not returned when due, not for each Product that is the subject of the order that is late. If you have not returned a Product within twenty (20) days after the return date for the Product, your late return will be considered a non-return and SO will charge your payment card the maximum late fee set forth in this Section 2(B), less any late fees that you have already paid, plus applicable sales tax.

PAYMENT OF 200% RENTAL VALUE. SO will not charge you for more than an amount equal to 200% of the Retail Value plus the Rental Fee, in the aggregate, for any charges arising under this Section 2(B), excluding collection costs. If you pay SO an amount equal to 200% of the Retail Value under this Section 2(B) and you still possess the Product, the Product is yours to keep, though on an "AS IS" basis without warranty of any kind. For the avoidance of doubt, the limitations of this clause shall not apply to the Rental Fee, which is charged separately from, and in addition to, any other charges payable by you pursuant to this Section 2(B).

LOST RETURN PACKAGING. If you lose the Return Packaging, you will be responsible for returning the item at your own expense by the expected return date, and providing SO with a tracking number. Also, if you lose or fail to return the SO carrying case you will be charged \$50. If you still possess the SO carrying case, it is yours to keep, though on an "AS IS" basis without warranty of any kind. For the avoidance of doubt, the limitations of this clause shall not apply to the Rental Fee, which is

charged separately from, and in addition to, any other charges payable by you pursuant to this Section 2(B).

LIMITED WARRANTIES. The following are the limited warranties SO provides in connection with Product rentals. SO's liability to you for failure to comply with any of these warranties is limited to timely delivery of Product conforming to the warranties or a refund of the Rental Fee (excluding insurance and delivery charges) as determined by SO. See Section 7(A) below.

- CORRECT PRODUCTS. Subject to availability, we will deliver the Products you ordered, including the specified size, color and design, on or before the delivery date for which you ordered them, except in the rare event that the Product is damaged beyond repair or there is an occurrence subsequent to the placing of the order that prevents timely delivery. In such event, we will use reasonable efforts to notify you that the Product is unavailable. If we are able to reach you, you will be entitled to choose any available rental Product to replace the unavailable Product. If we are unable to reach you, you acknowledge and agree that we may send you a replacement product of the same or greater value. Products may appear different in color and style than as displayed on the Site or our future App.
- CLEAN AND READY TO WEAR. The Products will be professionally cleaned and delivered ready to wear. SO dry cleans and inspects each Product with the utmost care, but use of the Product is at your own risk and SO shall not be held liable for any health-related complaints associated with any Product.
- SIZING RETURNS. If your Product does not fit you, then you may return the Product to SO within 24 hours (excluding Sundays and holidays) of the date you received the Product by contacting SO at info@shaadioutfitters.com or phone (512-693-7686) and returning the Product in conformance with the return procedures above (a "**Sizing Return**"). SO will then issue you a credit for the full Rental Fee (less delivery charges) of the Product for a future rental by you of our Products, so long as the Product, in our sole discretion, has not been worn.
- FIRST RENTAL OF A DESIGNER'S PRODUCT. In order to provide greater assurance that a Product from a new designer (i.e., one from whom you have not previously ordered a Product through the Services) will fit properly, you may opt to order a second size of the same Product at no charge or a reduced charge, as set out on the Site or App, for the same days for which you rent the first size of that Product (a "**Designer Spare**"), subject to availability. In such event, any Designer Spare must be returned together with the Product with which it was ordered. These Terms apply to any Designer Spare just as to any other Product, including without limitation the requirements of this Section 2(B); provided that (i) the credits described under "Sizing Returns" will not apply to a Product or Designer Spare unless both the Product and the Designer Spare are returned together in conformance with these Terms and (ii) no credit will be issued to you for the Designer Spare unless you were originally charged for it by SO. SO may discontinue the availability of Designer Spares at any time.
- BACKUP PRODUCTS. If you order a Product hereunder, you may also order a backup Product (at the same or lower price tier as the first Product) (a "**Backup Product**") for a reduced rate,

as set forth on the Site or App, for the same time period that you order the first Product subject to availability. Any Backup Products must be returned together with the Product with which it was ordered. These Terms apply to any Backup Products just as to any other Product; provided that the sizing guarantees and credits described under “Sizing Returns” do not apply. We may discontinue the availability of Backup Products at any time.

C. Sales

The following additional conditions apply to the sale of any Product.

PRODUCTS ARE USED; ALL SALES ARE FINAL AND “AS IS.” You acknowledge and agree that only those Products designated by us on the Site or future App as available for purchase are eligible for purchase by you. THE PRODUCTS FOR SALE HAVE BEEN PREVIOUSLY RENTED BY OTHER CUSTOMERS AND ARE NOT NEW. SO will professionally clean and inspect the Products before they are delivered to you. However, all Products are sold on an “as is” basis, without any warranty whatsoever, and all Product sales are final.

PURCHASE PRICE. The purchase price (“**Purchase Price**”) for the Products will be the purchase fee and delivery charges listed on the Site or App in connection with your purchase of the Products. Purchase Price is as listed on the SO website at the time of purchase, and is subject to change. SO reserves the right to alter Purchase Price, discount, or availability of any particular item at its discretion and without notice. Upon your purchase order for a Product, you hereby authorize SO to charge your payment card for the Purchase Price. We will charge your payment card the amount of the Purchase Price immediately upon your purchase order. Purchase Prices exclude all federal, state and local taxes, GST, fees, customs, duties, levies and other governmental assessments, all of which shall be paid by you directly or, if paid by SO, shall be paid by you to SO in connection with your purchase order. Purchase orders are final and cannot be cancelled.

D. Gift Cards

I. GENERAL CONDITIONS

The following additional terms and conditions apply to the sale, use and redemption of SO physical gift cards and electronic-only “digital” gift cards and gift credits (collectively, “Gift Cards”).

Purchase and use of a Gift Card constitutes acceptance of these terms. In addition to the terms in this Section the purchase, use and redemption of Gift Cards is considered part of the Services subject to these Terms generally.

II. REDEMPTION AND USE.

Gift Cards may be purchased online or through participating SO retail locations. Gift Cards are redeemable only for eligible services and merchandise through shaadioutfitters.com or Shaadi Outfitters (SO) retail locations.

Limits may apply to Gift Card redemption and use. A Gift Card cannot be used to purchase other Gift Cards. When a Gift Card is redeemed, the value of the rental or purchase plus any shipping/handling fees and sales tax will be deducted from the currently available Gift Card balance.

III. ADDITIONAL TERMS FOR DIGITAL GIFT CARDS.

Digital gift cards are only issued electronically; no physical card will be provided. The digital gift card number will be delivered to the recipient's email address that purchaser provides at time of purchase of the digital gift card. Purchaser is responsible for providing an accurate and deliverable recipient email address. Recipient will usually receive a digital gift card via email within 24 hours, or on the delivery date the purchaser chooses. Digital gift cards may be redeemed by providing the digital card number at the time of checkout online or at a SO retail location.

IV. EXPIRATION AND FEES.

The Gift Cards do not expire, and are not subject to any fees. Gift Cards are not redeemable or exchangeable for cash (except as required by law). Gift Cards cannot be reloaded and are not refundable. Gift Cards cannot be transferred for value.

V. LOST, STOLEN, OR DAMAGED CARDS; UNAUTHORIZED USE.

You should treat your Gift Card like cash and protect it accordingly. Title to and risk of loss for Gift Cards passes to the purchaser upon sale. SO reserves the right to refuse to accept Gift Cards that SO believes were fraudulently obtained.

SO is not responsible if a Gift Card is lost, stolen, destroyed, damaged, or used without permission. Gift Cards will be replaced if lost, stolen or damaged only with proof of purchase and only for the value shown on SO's records. SO is not responsible if your Gift Card is used without your permission.

VI. LIMITATION OF LIABILITY.

IN ADDITION TO THE LIMITATIONS OF LIABILITY STATED IN SECTION 7(C), IN THE EVENT THAT SHAADI OUTFITTERS IS FOUND LIABLE TO YOU FOR A CLAIM ARISING FROM A GIFT CARD, YOUR SOLE REMEDY WILL BE TO RECOVER ACTUAL AND

DIRECT DAMAGES WHICH SHALL NOT EXCEED THE LAST BALANCE HELD ON YOUR GIFT CARD.

VII. CUSTOMER SERVICE; CHECK BALANCE.

For assistance or to check Gift Card balance, email info@shaadioutfitters.com or call 512-693-7686.

3. SPECIAL TRIAL PROGRAMS

A. General Conditions

SO may in the future provide certain trial programs, as described under this Section 3. This Section 3(A) sets out terms and conditions that apply to your participation in any of these programs.

CHANGES TO PROGRAMS. SO reserves the right to add, remove or modify trial program benefits at any time, but we will use reasonable efforts to notify you of any material changes. In the event of any such material change, you may cancel your subscription immediately upon notice to us, and we will give you a prorated refund for the remainder of your current subscription period. Any increases in fees that we introduce will apply to subsequent subscription renewal periods. YOUR CONTINUED PROGRAM SUBSCRIPTION AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES.

FAILURE TO PAY FEES.. We reserve the right to pursue any amounts you fail to pay in connection with any trial program in accordance with these Terms.

TERMINATION. We may terminate any of the trial programs, or your membership in any of these programs, at any time. If we do so, we will give you a prorated refund for the remainder of your current subscription period. However, we will not give any refund for termination related to conduct that, in our discretion, violates any terms or conditions set out in these Terms or any applicable law.

4. Use of the Services

A. SO Content

CONTENT PROVIDED “AS IS.” All content and information available through the Services, including but not limited to product descriptions and specifications, product photos, advice from stylists and photos and comments from other users (“SO Content”) is available to you on an “as is” basis and is to be used for general information purposes only. Such information is provided on a blind-basis, without any knowledge as to your identity or specific circumstances. The SO Content is provided with the understanding that such information does not constitute professional advice or services. As such, you agree not to rely upon or use any SO Content as a substitute for consultation with professional advisors. As used in these Terms, the Services include the SO Content.

UPDATES We may update the SO Content, including Product descriptions and specifications, as we deem appropriate and without notice to you. If you have any questions about the existence of more current information, please send those questions to info@shaaditoutfitters.com. We take your questions and requests for information seriously, and we will use reasonable efforts to respond in a timely manner. However, we cannot guarantee a prompt response in all cases.

B. Third Party Content

LINKS TO THIRD-PARTY WEBSITES. The Services may contain links or references to non-SO websites, products, services or other materials or content (“**Third Party Content**”). This Third Party Content is provided to you as a convenience, and SO is not responsible for any Third Party Content or the actions of those that provide or use such Third Party Content. Any Third Party Content is independent from SO, and SO has no control over the Third Party Content. In addition, a link to any Third Party Content does not imply that SO endorses, approves of or accepts any responsibility for the Third Party Content or its provider, or vice versa.

C. Acceptable Use Policy

USE OF SO CONTENT. No part of the Services, including the SO Content, may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and

recording, except that SO authorizes you to view, copy, download, and print SO Content (such as press releases and FAQs) that is available on the Site, provided that: (a) you use the SO Content solely for your personal, noncommercial, informational purposes; (b) you do not modify the SO Content; and (c) you do not remove any copyright, trademark, and other proprietary notices on the SO Content.

USE OF THE SERVICES. You may not use the Services to: (i) transmit any content, information or other materials that are, or which SO considers in its sole discretion to be, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, hateful or threatening to any group defined by race, religion, gender, national origin or sexual orientation, obscene, lewd, lascivious, violent, harassing or otherwise objectionable, including without limitation expressions of bigotry, prejudice, racism, hatred or profanity; (ii) sell or promote any products or services, including any controlled pharmaceutical substances, tobacco, firearms, or alcoholic beverages; (iii) introduce viruses, worms, Trojan horses and/or harmful code; (iv) display material that exploits children under 18 years of age; (v) post any content, information or other materials that infringe, misappropriate or violate any intellectual property or other right of any third party; (vi) promote or solicit any business or promote, solicit or participate in multi-level marketing or pyramid schemes; impersonate any other person, including but not limited to, a SO representative; (vii) post, collect or disclose any personally identifying information (including account names) or private information about children or any third parties without their consent (or their parent's consent in case of a child under 13 years of age); (viii) post or transmit any unsolicited advertising, promotional materials, or any other forms of solicitation, including without limitation solicitations of credit card numbers, solicitations for sponsors, or promotion of raffles or contests; or (ix) violate any applicable local, state, national or international laws or regulations.

You also agree that you will not (and will not attempt to or permit any third party to): reverse engineer, decompile, disassemble, translate, derive the source code for, interfere with, rent, sell or lease the Services, any part thereof or access thereto.

INDEMNIFICATION FOR BREACH. By using the Services, you agree to indemnify, hold harmless and defend SO and its officers, directors, agents and affiliates from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim by a third party that is based on your use of the Services in violation of these Terms.

D. Your Content

If you post, upload or make available to SO or the Services, or otherwise submit to or through SO as part of your use of the Services, including the Site or App, any information, data, text, images, files, links, software, chat, communication or other materials, including but not limited to photos and reviews relating to your use of the Products (“**Your Content**”), you hereby grant to SO a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide license to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform and otherwise exploit Your Content and your name, image, voice, likeness and/or other biographical information or material in connection with Your Content, in whole or in part, in all media formats and distribution methods now known or hereafter devised (including on the Site and future App, in email and other promotional campaigns and on third party sites promoting the Services) in connection with the Services, including but not limited to advertising, promoting, and marketing the Services, all without further notice to you, with or without attribution, without limitation as to frequency, and without the requirement of any permission from or payment to you or to any other person or entity. You waive any right to inspect or approve any of Your Content or any use of Your Content. By submitting Your Content, you represent and warrant that Your Content and your communication thereof conform to these Terms, including Section 4(C), and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize SO to exploit, Your Content in all manners contemplated by these Terms. You waive all moral rights in Your Content which may be available to you in any part of the world and confirm that no such rights have been asserted. None of Your Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any of Your Content.

E. Your Account

Access to parts of the Services requires the creation of a user account, including a user name and password that you choose upon registration. You are solely responsible and liable for any authorized or unauthorized access to your account by any person. You agree to bear all responsibility for the confidentiality of your account information and all use or charges incurred from use of the Services

with your account. You agree to notify SO promptly of any unauthorized use of your account or password.

F. Delays

There may be delays, omissions, or inaccuracies in the Services, including the SO Content. The Service may become unavailable due to maintenance or malfunction of computer equipment or other reasons.

G. Job Postings

SO may list open employment positions on or through the Services. These postings are for informational purposes only and are subject to change without notice. You should not construe any information on or made available through the Services as an offer for employment or promotion or solicitation for employment not authorized by the laws and regulations of your locale.

5. INTELLECTUAL PROPERTY

A. Ownership of the Services

The Services, including the SO Content, including all intellectual property rights in and to the Services and any changes, modifications or corrections thereto, are the property of SO and its affiliates and licensors, and are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. By way of example only, and not as a limitation, “Shaadi Outfitters” and the SO logo are registered trademarks of Shaadi Outfitters, LLC, under the applicable laws of the United States and/or other countries. Other SO product or service names or logos appearing on or through the Services are either trademarks or registered trademarks of SO and/or its affiliates. All other product names are trademarks or registered trademarks of their respective owners. SO and its affiliates and licensors reserve all rights in and to the Services not granted expressly in these Terms.

Nothing shall be construed as granting to you, by implication, estoppel, or otherwise, any license or right to use the Services or any SO Content, through the use of framing or otherwise, except: (a) as

expressly permitted by these Terms; or (b) with the prior written permission of SO or such third party that may own such SO Content.

B. Services License

Subject to your compliance with these Terms, SO grants to you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your personal, non-commercial purposes.

C. Feedback

By sending us any feedback, ideas, suggestions, documents or proposals (“**Feedback**”), you grant to us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works of, publish, distribute, sublicense and otherwise exploit the Feedback, and you waive all moral rights in the Feedback which may be available to you in any part of the world and confirm that no such rights have been asserted. You represent and warrant that the Feedback does not contain any confidential or proprietary information of any third party, and that SO may use your Feedback without restriction or obligation to you or any third party.

D. Notice and Take Down Procedures; Copyright Agent

If you believe any SO Content infringes your copyright, you may request removal of those materials (or access thereto) by contacting SO’s legal team (identified below) and providing the following information: identification of the copyrighted work that you believe to be infringed, including a description of the work, and where possible a copy or the location (e.g., URL) of an authorized version of the work; identification of the material that you believe to be infringing and its location, including a description of the material and its URL or any other pertinent information that will allow us to locate the material; your name, address, telephone number and e-mail address; a statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law; a statement that the information that you have supplied is accurate, and indicating that “under penalty of perjury,” you are the copyright owner or are authorized to act on the copyright owner’s behalf; and a signature or the electronic equivalent from the copyright holder or authorized representative.

SO's legal team for copyright issues relating to the Services is as follows:

Greiner and Associates, PLLC 401 Austin Hwy Ste 200, San Antonio, TX 78209

E-Mail address: info@shaadioutfitters.com

In an effort to protect the rights of copyright owners, SO maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of the Services who are repeat infringers.

6. TERMINATION

A. Termination By You

You may deactivate your account and discontinue your use of the Services at any time. In order to deactivate your account, please contact us at info@shaadioutfitters.com. You understand that Your Content may continue to exist and be used on or through the Service even after such deactivation.

B. Termination By SO

Any violation of these Terms, including any of the prohibitions in Section 4(C), may result in suspension or termination of your access to the Services and/or removal of Your Content. SO may also terminate your account if SO determines that your conduct poses a risk or liability to SO, or for any other reason as determined by SO in its sole discretion.

C. Effects of Termination

In each of these cases, the Terms will terminate, including your license to use the Services, except that the following sections shall continue to apply: 2(A) (Collections), 2(B) (Rental Fee, Late Fees, Lost Return Packaging), 2(C), 3(A) (Failure to Pay Fees), 4(A)-(D), 5(A), 5(C) (Acknowledgment), 5(D), 6(C), and 7-9, including the mandatory arbitration and class-action waiver provisions.

7. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

A. Limited Warranties

The limited warranties set out in Section 2(B) for rentals apply only to you and may not be assigned, sold or transferred to any third party. No other warranties are granted by SO in connection with the Services or Products. The limited warranties shall not apply to any matters arising from your violation of these Terms.

Your sole and exclusive remedy and SO's sole and exclusive liability for a breach by SO of the limited warranties set out in Section 2(B) shall be, at SO's option, SO's use of its commercially reasonable efforts to replace the non-conforming Product in a timely manner or a refund of your Rental Fee, as applicable (excluding insurance and delivery charges).

B. Disclaimer of Warranties

EXCEPT FOR THE LIMITED WARRANTIES SET OUT IN SECTION 2(B), THE SERVICES AND PRODUCTS, INCLUDING ALL TRIAL PROGRAMS, ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR USE. SPECIFICALLY, BUT WITHOUT LIMITATION, SHAADI OUTFITTERS DOES NOT WARRANT THAT: (I) THE SERVICES, INCLUDING THE SO CONTENT, ARE CORRECT, ACCURATE, RELIABLE OR COMPLETE; (II) THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (III) DEFECTS WILL BE CORRECTED, (IV) THE SERVICES OR THE SERVER(S) THAT MAKES THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (V) THE PRODUCTS WILL BE FIT FOR YOUR INTENDED PURPOSE OR OTHERWISE ACCORD WITH YOUR EXPECTATIONS. THIS DISCLAIMER DOES NOT APPLY TO NEW JERSEY RESIDENTS OR TRANSACTIONS OR WHERE OTHERWISE PROHIBITED BY LAW.

C. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL SHAADI OUTFITTERS BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE, THE SERVICES AND/OR THE PRODUCTS, EVEN IF SHAADI OUTFITTERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE AS SET FORTH UNDER SECTION 7(A) OR TO DISCONTINUE YOUR USE OF THE SERVICES AND TERMINATE THESE TERMS. THE FOREGOING LIMITATION OF LIABILITY DOES NOT APPLY TO NEW JERSEY RESIDENTS OR TRANSACTIONS OR WHERE OTHERWISE PROHIBITED BY LAW.

8. DISPUTE RESOLUTION, ARBITRATION AND CLASS ACTION WAIVER

This Section 8 includes an arbitration agreement and an agreement that all claims will be brought either in arbitration or in small claims court and, in either case, only in an individual capacity (and not as a class action or other representative proceeding). Please read it carefully.

A. Informal Process First

Both you and SO agree that in the event of any dispute between us, you and SO will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution.

B. Mandatory Arbitration of Disputes

All disputes between you and SO will be resolved by BINDING ARBITRATION. YOU HEREBY AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract, except for matters that may be taken to small claims court. Your rights will be determined

by a neutral arbitrator, NOT a judge or jury. You agree that any dispute arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement or concerning the performance or obligations of SO or you, shall be resolved by mandatory and binding arbitration submitted to JAMS in accordance with its Commercial Arbitration Rules at the request of either SO or you pursuant to the following conditions:

(a) Place of Arbitration Hearings. Unless you elect to conduct the arbitration by telephone or written submission, an in-person arbitration hearing will be conducted at a JAMS facility in your area or at a JAMS facility in Austin, Texas.

(b) Selection of Arbitrator shall be made pursuant to JAMS' Streamlined Arbitration Rules & Procedures or JAMS' Comprehensive Arbitration Rules & Procedures, depending on the amount of the claim as specified herein.

(c) Conduct of Arbitration. The arbitration shall be conducted by a single neutral arbitrator under JAMS' Streamlined Arbitration Rules & Procedures. For claims exceeding \$5,000.00, the arbitration shall be conducted under JAMS' Comprehensive Arbitration Rules & Procedures. Subject to the applicable JAMS procedure, the arbitrator shall allow reasonable discovery in the forms permitted by the Federal Rules of Civil Procedure, to the extent consistent with the purpose of the arbitration. The arbitrator(s) shall have no power or authority to amend or disregard any provision of this section or any other provision of these Terms of Service, except as necessary to comply with JAMS' Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness. The arbitration hearing shall be commenced promptly and conducted expeditiously. If more than one day is necessary, the arbitration hearing shall be conducted on consecutive days unless otherwise agreed in writing by the parties.

(d) Findings and Conclusions. The arbitrator(s) shall, after reaching judgment and award, prepare and distribute to the parties written findings of fact and conclusions of law relevant to such judgment and award and containing an opinion setting forth the reasons for the giving or denial of any award. The award of the arbitrator(s) shall be final and binding on the parties, and judgment thereon may be entered in a court of competent jurisdiction.

(e) Costs and Fees. You will be subject to a \$250 filing fee to initiate an arbitration. To the extent permitted by JAMS procedures, each party shall bear its own costs and expenses and an equal share

of the arbitrators' and administrative fees of arbitration, with SO remaining responsible for its share of costs, expenses and fees plus any costs, expenses and fees required of it under JAMS procedures.

(f) **Litigation.** The Federal Arbitration Act and federal arbitration law apply to this Agreement. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

(g) **Other.** The Federal Arbitration Act and federal arbitration law apply to these Terms and Conditions.

C. Class Action Waiver

The parties expressly waive any ability to maintain any class action in any forum. Any arbitration, claim or other proceedings by or between you and SO shall be conducted on an individual basis and not in any class action, mass action, or on a consolidated or representative basis. You further agree that the arbitrator shall have no authority to award class-wide relief or to combine or aggregate similar claims or unrelated transactions. You acknowledge and agree that this agreement specifically prohibits you from commencing arbitration proceedings as a representative of others. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

9. MISCELLANEOUS

JURISDICTIONAL ISSUES. SO makes no representation that the Services are appropriate or available for use outside the United States. Those who choose to access the Services or any part thereof from outside the United States do so at their own risk and are responsible for compliance with applicable local laws. The Services may contain references or cross references to products or services that are

not available or approved by the appropriate regulatory authorities in your country. Such references do not imply that SO intends to announce or make available such products or services to the general public, or in your country. Contact SO at info@shaaditoutfitters.com to determine which products and services may be available to you.

EXPORT LAWS. The laws of the United States of America prohibit the export of certain software and data to particular persons, territories, and foreign states. You agree not to export the Services, including the SO Content, or any part thereof, in any way, in violation of United States law.

GOVERNING LAW AND VENUE. These Terms are governed and interpreted pursuant to the laws of the State of Texas, notwithstanding any principles of conflicts of law. Any disputes in connection with these Terms that, notwithstanding the mandatory arbitration provision we have agreed to above, results in court action, shall be resolved exclusively by a state or federal court located in Travis County, Texas, and you specifically consent to the personal jurisdiction of such courts and waive any claim of forum non conveniens.

ENTIRE AGREEMENT. These Terms are the entire agreement between you and SO relating to the subject matter herein and shall not be modified except by SO in accordance with these Terms, or as otherwise agreed in writing by you and SO. No employee, agent or other representative of SO has any authority to bind SO with respect to any statement, representation, warranty or other expression not specifically set forth in these Terms.

SEVERABILITY AND WAIVER. If any part of these terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions. The preceding sentence does not apply to New Jersey residents or transactions. The failure of a party to require performance of any provision will not affect such party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of these Terms or any provision of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ASSIGNMENT. You may not assign or transfer these Terms or any of your rights or obligations under these Terms. SO may assign these Terms at any time without notice to you.

FORCE MAJEURE. SO will not be liable for, or be considered to be in breach of these Terms on account of, any delay or failure to perform as required by these Terms as a result of any cause or condition beyond SO's reasonable control.

CONTACT INFORMATION. Please send any questions or comments, or report violations of these Terms, to SO at info@shaadioutfitters.com or Shaadi Outfitters, LLC., 401 Austin Hwy Ste 200, San Antonio, TX 78209.