

## CLOTHES ENVY TERMS OF USE

**Last Updated: December 3, 2012**

Please read these Terms of Use (the “**Terms**”) for transportation-sharing services and other related services offered by CLOTHES ENVY. (“**CLOTHES ENVY**”) through www.clothesenvy.com (the “**Website**”), CLOTHES ENVY Mobile Application (the “**App**”), and third party platforms and services approved by CLOTHES ENVY (e.g., Facebook, Pinterest, Twitter, mobile devices, etc.) (“**Third Party Sites**”), and any software applications (each an “**Application**”) (the Website, Applications, and any access through Third Party Sites are, collectively, the “**Services**”), carefully before using the Services.

THESE TERMS CREATE A BINDING LEGAL CONTRACT BETWEEN YOU AND CLOTHES ENVY, THE OWNER AND OPERATOR OF THE SERVICES. BY USING THE SERVICES YOU REPRESENT AND WARRANT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU MUST NOT USE – AND ARE NOT AUTHORIZED TO USE – ALL OR ANY PORTION OF THE SERVICES.

If you are using or opening an account on the Services, including pre-registering for an account on the Services, on behalf of a company, entity or organization (each a “**Subscribing Entity**”), then you represent and warrant that you: (i) are an authorized representative of that Subscribing Entity with the authority to bind such entity to these Terms and (ii) agree to be bound by these Terms on behalf of such Subscribing Entity.

### 1. GENERAL

1.1 **Consideration.** You understand and agree that these Terms are entered into in consideration of your use of the Services and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

1.2 **Changes to these Terms.** The Website and portions of the Services are owned and operated by CLOTHES ENVY. CLOTHES ENVY reserves the right to revise these Terms in its sole discretion at any time and without prior notice to you other than by posting the revised Terms on the Website or on or within the Service. Any revisions to the Terms are effective upon posting. The Terms will be identified as of the most recent date of revision. You should visit this page regularly to ensure your continued acceptance of these Terms. Your continued use of the Services after any revision to these Terms constitutes your binding acceptance of the revised Terms. Notwithstanding the preceding sentences of this Section 1.2, no revisions to these Terms will apply to any dispute between you and CLOTHES ENVY that arose prior to the date of such revision.

1.3 **Evolving Nature of Services.** The Services are new and subject to change at any time. We are continually looking to improve the Services but if you are at any time dissatisfied with the Services, then your sole remedy is to discontinue use of the Services. However, we do want to hear from our users so do not hesitate to send us an email regarding our services at support@clothesenvy.com to let us know what you think.

## 2. **USE OF THE SERVICES**

CLOTHES ENVY may provide the Services through the Website, App, Third Party Sites, other channels owned or operated by or on behalf of CLOTHES ENVY, and any other media or channels now known or hereafter developed. The Services may occasionally require that you agree to additional terms and conditions in order to use the Services, including those of Third Party Sites. Any terms and conditions required by CLOTHES ENVY for use of any portion of the Services offered by CLOTHES ENVY (but not those of any Third Party Site) will, unless otherwise expressly stated in such terms, supersede these Terms in the event of a conflict only as to the services with respect to which those terms relate. Such additional terms and conditions (if any) (but not those of any Third Party Site), are hereby incorporated into and made a part of these Terms by reference. You may also be subject to the terms of use of any Third Party Sites and you are solely responsible for your acceptance of and compliance with such terms. You should review the terms of use and privacy policies of Third Party Sites before using such Third Party Sites.

## 3. **CHILDREN**

The Services are not directed at persons under 18, including children under the age of 13. By using the Services, you affirm that you are at least 13 years of age. If you are under the age of 13, you must not use or access the Services provided by CLOTHES ENVY.

## 4. **SERVICE SECURITY**

4.1 Personal Security. Be smart when using the Services or any Third Party Websites. You should not disclose personal information to strangers that would enable them to locate you offline. This means you should not give out your name, address, place of employment, school, etc., while communicating with other users of the Services.

4.2 Service Security. You are prohibited from violating, or attempting to violate, the security of the Services. Any such violations may result in criminal and/or civil penalties against you, as well as the termination of your privilege to use the Services, at CLOTHES ENVY's sole discretion. CLOTHES ENVY reserves the right to investigate any alleged or suspected violations and, if a criminal violation is suspected, refer such suspected violation to the appropriate law enforcement agencies and cooperate fully with such investigations, including, but not limited to, the disclosure of any or all of your activities on or related to the Services.

## 5. **REGISTRATION**

5.1 Log In Credentials. In order to use the Services you will have to register for an account on the Services or log in using your personal credentials. When registering you may be required to provide CLOTHES ENVY with certain personal information, which may include your email address, postal zip code, and, in some cases, payment information (solely for businesses wanting access to the CLOTHES ENVY Business Portal). This information will be held and used in accordance with CLOTHES ENVY's Privacy Policy. You are responsible for maintaining the confidentiality of your login credentials in order to use the Services, and are fully responsible for all activities that occur through the use of your credentials. You agree to notify CLOTHES ENVY immediately of any unauthorized use of your login credentials or any other breach of security with respect to your account. CLOTHES ENVY will not be

liable for any loss or damage arising from unauthorized use of your credentials prior to you notifying CLOTHES ENVY of such unauthorized use or loss of your credentials.

5.2 Accuracy of Information. You agree to provide true, accurate, current, and complete information about yourself as requested in any registration forms required by CLOTHES ENVY. You also agree to update the information about yourself promptly, and as necessary, to keep it current and accurate. If messages sent to an email address provided by you are returned as undeliverable, CLOTHES ENVY reserves the right to terminate your account immediately with or without notice to you and without any liability to you or any third party.

5.3 Paid Subscription Services. If business User purchases a paid subscription to the Services (a "Subscription"), User shall pay all fees, including for any additional Services purchased by User or usage that exceeds the thresholds at the rates posted, as well as any taxes, applicable to such Subscription, as published on the Site from time to time. CLOTHES ENVY may change such fees at any time and in its sole discretion, provided that any such change shall become effective at the end of the then-current term of User's Subscription.

(a) Subscription membership in the Services is on a continuous service basis. This means that, subject to the terms of this Agreement, subscription memberships will automatically renew User's Subscription at the end of its term unless User's Subscription is canceled using the tool in User's account page on the Site at any time prior to the end of the then-current Subscription. User will be charged a renewal rate equal to the rate for the immediately preceding Subscription period, based upon the Subscription program (annual, quarterly, monthly, etc.) that User has chosen, unless CLOTHES ENVY has notified User of any new rate in advance. A cancellation of a Subscription requested by User through User's account page will become effective on the date that the then-current Subscription period expires.

(b) If User has elected to pay the fees referred to above by credit card, User hereby warrants that the credit card information provided by User is correct, and User shall promptly notify CLOTHES ENVY of any changes to such credit card information, thus hindering the processing to take place. User acknowledges and agrees that if User's credit card payment cannot be processed for any reason, CLOTHES ENVY has the right to suspend or cancel User's Subscription.

## 6. **OTHER PROHIBITED ACTIVITIES**

6.1 In using the Services, you agree not to:

(a) Upload or otherwise transmit to or through the Services any information or content that infringes any patent, trademark, trade secret, copyright or other rights of any party (including rights of privacy or publicity);

(b) Upload or otherwise transmit to or through the Services any information that is unlawful, harmful, harassing, defamatory, libelous, threatening, vulgar, sexually explicit, hateful or otherwise objectionable material of any kind or information that contains a link to such objectionable material;

(c) Attempt to, or harass, abuse, or harm or advocate or incite harassment, abuse or harm of another person or group, including CLOTHES ENVY employees;

(d) Upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation (commercial or otherwise);

(e) Create a false identify or impersonate another person or entity in any way;

(f) Solicit or attempt to solicit personal information from other users of the Services;

(g) Restrict, discourage or inhibit any person from using the Services, disclose personal information about a third person on the Services or obtained from the Services without the consent of such person or collect information about users of the Services;

(h) Use the Service, without CLOTHES ENVY's express written consent, for any commercial purpose, including, communicating or facilitating any commercial advertisement or solicitation;

(i) Undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of any aspect of the Services or any part thereof, or attempt to do any of the foregoing, except and solely to the extent permitted by these Terms, the authorized features of the Services, or by law, or otherwise attempt to use or access any portion of the Services other than as intended by CLOTHES ENVY;

(j) Gain unauthorized access to the Services, to other users' accounts, names or personally identifiable information, or to other computers or websites connected or linked to the Services;

(k) Reproduce, distribute, publicly display, publicly perform, sell, trade, resell or exploit any portion of the Services, use of the Services, access to the Services or content obtained through the Services, for any purpose other than expressly permitted by these Terms, including, by way of example and not limitation, by doing or engaging in any of the following without CLOTHES ENVY's express written consent:

(i) altering, defacing, mutilating or otherwise bypassing any approved software through which the Services are made available; and

(ii) using any trademarks, service marks, design marks, logos, photographs or other content belonging to CLOTHES ENVY or obtained from the Services.

(l) Post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Services or communications equipment and computers connected to the Services;

(m) Remove, disable, damage, circumvent or otherwise interfere with any security-related features of the Services, features that prevent or restrict the use or copying of any part of the Services or any content on the Services, or features that enforce limitations on the use of the Services or any content on the Services;

(n) Use any scraper, spider, cheats, exploits, robots or other automated means of any kind to access, modify or interfere with the Services, or harvest or manipulate data, except and solely to the extent permitted by these Terms and the features of the Services, deep-link to any feature or content on the Services, bypass any robot exclusion headers or other measures we may use to prevent or restrict access to the Services;

(o) Interfere with or disrupt the Services, networks or servers connected to the Services or violate the regulations, policies or procedures of such networks or servers;

(p) Violate any applicable federal, state or local laws or regulations or these Terms; or

(q) Assist or permit any persons in engaging in any of the activities described above.

## 7. **DISCLAIMER OF CERTAIN MATERIALS**

YOU UNDERSTAND THAT WHEN USING THE SERVICES, YOU MAY BE EXPOSED TO PRODUCTS, PHOTOGRAPHS, SKETCHINGS, ARTWORK, MESSAGES, MUSIC AND OTHER CONTENT FROM A VARIETY OF SOURCES, AND THAT CLOTHES ENVY IS NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, QUALITY, LEGALITY, USEFULNESS, SAFETY OR INTELLECTUAL PROPERTY RIGHTS OF OR RELATING TO SUCH CONTENT. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO PRODUCTS, PHOTOGRAPHS, SKETCHINGS, ARTWORK, MESSAGES, MUSIC AND OTHER CONTENT THAT ARE INACCURATE, OFFENSIVE, INDECENT, OR OBJECTIONABLE, AND YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST CLOTHES ENVY WITH RESPECT THERETO. UNDER NO CIRCUMSTANCES WILL CLOTHES ENVY BE LIABLE IN ANY WAY FOR OR IN CONNECTION WITH ANY PRODUCTS, PHOTOGRAPHS, SKETCHINGS, ARTWORK, MESSAGES, MUSIC AND OTHER CONTENT, INCLUDING, BUT NOT LIMITED TO, FOR ANY INACCURACIES, ERRORS OR OMISSIONS IN SUCH CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY PRODUCTS, PHOTOGRAPHS, SKETCHINGS, ARTWORK, MESSAGES, MUSIC AND OTHER CONTENT POSTED, EMAILED, UPLOADED OR OTHERWISE DISPLAYED, PERFORMED OR TRANSMITTED VIA THE SERVICES. BY ACCESSING OR USING ANY PRODUCTS, PHOTOGRAPHS, SKETCHINGS, ARTWORK, MESSAGES, MUSIC AND OTHER CONTENT TRANSMITTED ON OR THROUGH THE SERVICES, YOU WAIVE ANY AND ALL CLAIMS AGAINST CLOTHES ENVY THAT YOU MAY HAVE ARISING OUT OF OR RELATING TO SUCH PRODUCTS, PHOTOGRAPHS, SKETCHINGS, ARTWORK, MESSAGES, MUSIC AND OTHER CONTENT.

## 8. **INTELLECTUAL PROPERTY RIGHTS**

8.1 Generally. The content made available on or through the Services, including without limitation, any text, software, graphics, photos, sounds, music, videos and interactive features may be protected by copyright or other intellectual property rights and owned by CLOTHES ENVY or third party licensors of CLOTHES ENVY. No material made available on or through the Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without written permission of the copyright owner. Modification of materials obtained from the Services for any other purpose, including, without limitation, any commercial purpose, is a violation of the copyrights and other proprietary rights of CLOTHES ENVY or its licensors, unless you have obtained express written authorization to the contrary. All design rights, databases and compilations and other intellectual

property rights, in each case whether registered or unregistered, and related goodwill are proprietary to CLOTHES ENVY.

8.2 Trademarks. All trademarks, service marks, logos and trade names on the Services, whether registered or unregistered, are proprietary to CLOTHES ENVY or to other companies where so indicated. You may not reproduce, download or otherwise use any such trademarks, service marks, logos or trade names without the prior written consent of the appropriate owner thereof.

8.3 No Implied Rights. There are no implied licenses granted in these Terms.

## 9. **LINKS TO THIRD PARTY SITES**

9.1 As you use the Services you may notice links to Third Party Sites. These links are for convenience only. If you use these links, you will leave the Services. Certain of these Third Party Sites may make use of CLOTHES ENVY's proprietary intellectual property rights (such as copyrights, trademarks, service marks, logos and trade names) under license from CLOTHES ENVY. CLOTHES ENVY is not responsible for the availability or content of these Third Party Sites or for any viruses or other damaging elements encountered in linking to a Third Party Site, whether or not CLOTHES ENVY is affiliated with the owners of such Third Party Sites. In addition, the provisioning of these links to Third Party Sites is not an endorsement or approval by CLOTHES ENVY of the organizations sponsoring such Third Party Sites or their products or services. These Terms do not apply to Third Party Sites, and you should review applicable terms and policies, including any relevant privacy policies, associated with any Third Party Sites, applications, software or services.

9.2 YOU AGREE THAT CLOTHES ENVY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS YOU MAY HAVE ON OR THROUGH A THIRD PARTY SITE OR AS THE RESULT OF THE PRESENCE OF ANY THIRD PARTY ADVERTISING ON THE SERVICES.

## 10. **INDEMNITY**

You agree to indemnify, defend, and hold harmless CLOTHES ENVY and its parent, subsidiaries, affiliates, investors, sublicensees or any related companies, licensors and suppliers, and their respective directors, officers, employees, agents, representatives, contractors, and assigns, from all damages, injuries, liabilities, costs, fees and expenses (including, but not limited to, attorneys' fees and court costs) arising from or in any way related to: (1) your use or misuse of the Services; (2) your breach or other violation of these Terms, including any representations, warranties and covenants herein; or (3) your violation of the rights of any other person or entity. Notwithstanding the foregoing, CLOTHES ENVY reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify CLOTHES ENVY if CLOTHES ENVY, in its reasonable discretion, concludes that you are not adequately protecting CLOTHES ENVY's interests or are incapable of protecting CLOTHES ENVY's interests, and you agree to cooperate with CLOTHES ENVY's defense of these claims. You agree not to settle any matter without the prior written consent from CLOTHES ENVY. CLOTHES ENVY will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## 11. **DISCLAIMERS**

11.1 THE SERVICES, ANY THIRD PARTY CONTENT, SOFTWARE OR APPLICATIONS MADE AVAILABLE ON OR THROUGH OR IN RELATION TO THE SERVICES, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," "WITH ALL FAULTS" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

11.2 TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CLOTHES ENVY AND ITS AFFILIATES, PARTNERS, LICENSORS, AND SUPPLIERS HEREBY DISCLAIM ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CLOTHES ENVY, AN EMPLOYEE OR REPRESENTATIVE OF CLOTHES ENVY OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. CLOTHES ENVY AND ITS AFFILIATES, PARTNERS, LICENSORS, AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES OR ANY PART THEREOF, OR ANY PRODUCTS OR CONTENT OFFERED THROUGH THE SERVICES, WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE SERVICES OR ANY ASSOCIATED SITES OR APPLICATIONS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER AND MOBILE SYSTEMS USED IN CONNECTION WITH THE SERVICES) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

## 12. **LIMITATION OF LIABILITY**

IN NO EVENT WILL CLOTHES ENVY OR ITS OFFICERS, DIRECTORS, LICENSORS OR SUPPLIERS BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH: (1) THE USE OR ACCESS OF OR INABILITY TO USE OR ACCESS THE SERVICES; (2) ANY PRODUCTS ADVERTISED, PROMOTED OR DISPLAYED ON THE SERVICES; AND (3) CONTENT MADE AVAILABLE THROUGH THE SERVICES, IN EACH INSTANCE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, OR OTHERWISE, WHETHER BASED IN TORT, CONTRACT OR OTHER LEGAL THEORY, EVEN IF CLOTHES ENVY OR ITS LICENSORS OR SUPPLIERS ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CLOTHES ENVY OR ITS LICENSORS OR SUPPLIERS BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES INCURRED BY YOU THAT EXCEED THE GREATER OF (A) ONE HUNDRED DOLLARS OR (B) THE AMOUNT OF BUSINESS FEES FOR THE ONLINE BUSINESS ADMIN PORTAL YOU HAVE PAID CLOTHES ENVY IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY.

## 13. **LIMITATIONS; BASIS OF THE BARGAIN**

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, YOU AGREE THAT BECAUSE SUCH WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND CLOTHES ENVY, AND ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND CLOTHES ENVY, CLOTHES ENVY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU UNDERSTAND AND AGREE THAT CLOTHES ENVY WOULD NOT BE ABLE TO OFFER THE SERVICES TO YOU ON AN ECONOMICALLY FEASIBLE BASIS WITHOUT THESE LIMITATIONS.

## 14. **TERM AND TERMINATION**

14.1 Term. These Terms, as amended, will be effective commencing with your first use, registration of the Services and will remain in full force and effect throughout your use of the Services.

14.2 Termination by CLOTHES ENVY. CLOTHES ENVY may terminate your use of the Services or any of our features or services at any time and for any reason, with or without notice, for conduct violating these Terms or upon CLOTHES ENVY's sole determination. You hereby agree to CLOTHES ENVY's broad right of termination. You agree that if your use of the Services is terminated pursuant to these Terms, you will not attempt to use the Services under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefore.

14.3 Termination by You. You are free to terminate your use of the Services at any time. You can simply choose to stop visiting or using any aspect of the Services. If you wish to terminate your account on the Services, you may do so by sending an email to support@clothesenvy.com or using the "contact us" feature that may be offered through the Services on the App.

## 15. **PRIVACY**

Use of the Services are governed by CLOTHES ENVY's Privacy Policy at [www.clothesenvy.com/privacy](http://www.clothesenvy.com/privacy), which policy is hereby incorporated into these Terms by reference.

## 16. **JURISDICTIONAL ISSUES**

The Site and the Services are controlled and operated by CLOTHES ENVY from its offices within the State of New York. CLOTHES ENVY makes no representation that materials on the Services are appropriate or available for use in other locations. Those who choose to access or use the Services from other locations, including from outside the United States of America, do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to the Services from jurisdictions where the contents or practices of the Services are illegal, unauthorized or penalized is strictly prohibited.

## 17. **DISPUTE RESOLUTION**

17.1 Choice of Law; Forum. These Terms shall be governed in all respects by the laws of the State of New York in the United States of America as they apply to agreements entered into, without regard to conflict of law provisions. You agree that any claim or dispute you may have against CLOTHES ENVY must be resolved by a court located in New York, New York. You agree to submit to the personal jurisdiction of the courts located within New York, New York for the purpose of litigating all such claims or disputes.

17.2 Equitable Relief. You acknowledge that, in the event of a breach of these Terms by CLOTHES ENVY or any third party, the damage or harm, if any, caused to you will not entitle you to seek



injunctive or other equitable relief against CLOTHES ENVY and your only remedy shall be for monetary damages, subject to the limitations of liability set forth in these Terms.

17.3 Claims. You and CLOTHES ENVY agree that, notwithstanding any other rights the party may have under law or equity, any cause of action arising out of or related to these Terms or the Services, excluding a claim for indemnification, must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

## 18. MISCELLANEOUS

18.1 Waiver. A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of CLOTHES ENVY to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

18.2 Severability. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

18.3 Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by CLOTHES ENVY without restriction. Any assignment attempted to be made by you in violation of these Terms shall be void. These Terms will be binding upon and inure to the benefit of the parties hereto, and permitted successors and assigns.

18.4 No Agency. You agree that no joint venture, partnership, employment, or agency relationship exists between you and CLOTHES ENVY as a result of these Terms or use of the Services.

18.5 Survival. The provisions of these Terms that are intended to survive the termination of these Terms by their nature will survive the termination of these Terms, including, but not limited to, Sections 4 (Service Security), 6 (Other Prohibited Activities), 7 (Disclaimer of Certain Materials), 8 (Intellectual Property Rights), 9 (Links to Third Party Sites), 100 (Indemnity), 111 (Disclaimers), 122 (Limitation of Liability), 133 (Limitations; Basis of the Bargain), 155 (Privacy), 177 (Dispute Resolution), and 188 (Miscellaneous).

18.6 Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and shall not be deemed to limit or affect any of the provisions hereof.

18.7 Entire Agreement. This is the entire agreement between you and CLOTHES ENVY relating to the subject matter herein and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. These Terms shall not be modified except in a writing, signed by both parties, or by a change to these Terms made by CLOTHES ENVY as authorized in these Terms.

18.8 Disclosures. The services hereunder are offered by CLOTHES ENVY. You may contact us by sending correspondence to the foregoing address or by emailing us at [service@clothesenvy.com](mailto:service@clothesenvy.com).