

User Agreement

User Agreement & Conditions of Sale

May 1, 2021

Stylish.com and its related sites, products, services, mobile applications, and tools (individually and collectively, the "Site") are owned and operated by Stylish Inc., a Delaware (USA) corporation ("Stylish," "Us" or "We"). These terms and conditions ("Terms") govern your ("User" or "You") use of and conduct on the Site. Should you purchase any item(s) on the Site, the conditions of sale beginning, principally, at Clause 6 (referred to as the "Conditions of Sale") shall govern your transaction as prospective purchaser and buyer (collectively, "Buyer").

1. The Site.

The Site provides an online marketplace for appropriately qualified sellers ("Seller") to offer to sell goods ("Items") to prospective purchasers. In the event of a sale of any Item, the sale is made directly between the Buyer and the Seller, and is governed by this User Agreement and the Conditions of Sale.

2. Terms of Use.

Stylish provides Users with access to and use of the Site subject to your compliance with these Terms and the Stylish' privacy policy, available at: <https://www.Stylish.com/about/privacy-policy/>. Your use of the Site constitutes your express agreement to these Terms and our privacy policy. If you do not agree to these Terms or our privacy policy, you may not access or use the Site.

3. The Role of Stylish.

(a) The role of Stylish is expressly limited to making the Site available and maintaining the Site for Sellers, Buyers, and Users. Stylish is an intermediary and not an agent or fiduciary for any Seller, Buyer or User for any purpose. Stylish is not responsible for the actual sale of any Item and does not control the information provided by Sellers, Buyers, or Users, nor their acts or omissions. Stylish is independent from the Seller, Buyer and User, and no partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the operation of this Site by Stylish.

(b) Stylish may, but is not obligated to, provide intermediary services between the Buyer and Seller in connection with customer service or dispute resolution matters. In the event Stylish elects in its sole discretion to provide intermediary services, then the decision of Stylish is final and binding on all parties and cannot be appealed, challenged or reversed.

4. Registration and Account Access.

(a) Registration may be required in order to use the Site. Registrants are required to provide certain information such as a valid email address, and to select a password to be used to create and access their accounts. This password and other registration details should be kept safe and not shared with anyone. Registrants may voluntarily provide additional information in the registration process to personalize their accounts. Registrants may access their accounts to view their profile

information as well as transaction information by clicking the icon on the home page of the Site after logging in.

(b) Users may cancel their registration and account at any time. For your security, requests to terminate accounts must originate from the registered email account with Stylish addressed to support@Stylish.com. Under no circumstances will a cancellation request received via the phone or otherwise be accepted.

5. Eligibility to Use the Site.

Minors are not permitted to use the Site. Users must be 18 years of age or older to use this Site. This Site is not directed at children under the age of 13 and does not knowingly collect information from such minor children.

CONDITIONS OF SALE

6. Relationship of the Parties.

(a) The Seller is responsible for accurately describing and pricing the Items it is offering for sale and for delivering the Items to the Buyer in accordance with the arrangements made between Buyer and Seller, including transfer of title and payment of sales tax or VAT or import/export duty to the appropriate authority.

(b) The Buyer is solely responsible for determining the value, condition and authenticity of the Items being purchased, to pay the purchase price to the Seller including any sales tax, VAT or import/export duties, and to arrange for shipping of the Items purchased.

(c) The role of Stylish is expressly limited as set forth in Clause 3 above. Stylish relies on the Sellers for such information and is not responsible in any way for the description or pricing of Items on the Site provided by the Seller. Stylish is not responsible for the delivery or transfer of legal ownership of Items from a Seller to you. We are not responsible for the delivery of payment from you to the Seller unless we explicitly agree to be.

7. Items Available on the Site.

(a) All Items displayed on the Site are offered for sale subject to availability. Some Items displayed on the Site are unique and are offered by Sellers that usually have retail opportunities for the sale of the Item independent from Stylish, and therefore some Items may no longer be available.

(b) The Site is designed to provide the Buyer access to Items as the Sellers present them. The Buyer is aware that unless stated otherwise, Items are neither new nor in 'perfect' condition. An Item may require touch-up or repairs prior to use and that the available information about these Items may be limited. Accordingly, Stylish does not verify any information provided by the Seller (or its representative selling an Item) and Stylish makes no representations or warranties with respect to the Seller, the Item or the information related to the Item.

8. The Sale Process.

(a) When a Buyer identifies an Item for purchase, the Buyer may make an offer to purchase the Item ("Offer") directly through the Site's checkout page, or by contacting Stylish through any method

listed on the Site (including by telephone). When making an Offer, the Buyer shall submit valid payment information to Stylish for payment of the Total Purchase Price. The "Total Purchase Price" is defined as the price agreed to on the Site between Buyer and Seller and includes: (i) the final, agreed upon price of the Item (the "Purchase Price"); (ii) any applicable shipping fees; and (iii) any sales tax, use tax, VAT, Internet sales tax and/or any other taxes or levies that the Seller is required to collect from the Buyer under applicable law at the time of sale. By making an Offer, the Buyer irrevocably agrees to pay the Total Purchase Price and, unless a counter-offer is made, the Seller agrees to sell the Item for the Total Purchase Price to the Buyer.

(b) If a Seller has indicated that the price of an Item is negotiable, then the Buyer may make an Offer through the Site to the Seller to purchase the Item at an alternative price selected by the Buyer or may inquire by using the telephone number displayed on the Site. Such calls will be operated and recorded by Stylish to log transactions, and for training and quality assurance purposes.

(c) An Offer may not be canceled or revoked by a Buyer unless the Offer was made prior to the Total Purchase Price being fully confirmed by the Buyer and Seller e.g. because the shipping fees were not fully known at the time of placing the Offer (subject to any statutory rights that a Buyer may have). The Seller, at its sole discretion, may: (i) accept the Offer; (ii) decline the Offer; or (iii) make a counter-offer to the Buyer ("Counter-Offer"). By making a Counter-Offer, the Seller agrees to sell the Item to the Buyer at the Counter-Offer price and represents that the Item is available for immediate sale as long as the Buyer agrees to the Counter-Offer, and subject to any additional conditions contained in the Counter-Offer. Either the Buyer, the Seller, or Stylish may place a time limit on the effectiveness of the Offer and each party acknowledges that the Offer will lapse at the end of the offer period. If the Buyer agrees to pay the Counter-Offer price, then the Buyer shall acknowledge that acceptance by either confirming the purchase on the "offer status section" page of the Buyer's Stylish account, or by confirming acceptance over the telephone.

(d) The sale takes place between the Buyer and the Seller, and a confirmation of sale ("Order Confirmation") is posted to the "offer status section" page of the Buyer's Stylish account, once: (i) the Seller has accepted and confirmed the Buyer's Offer; or (ii) the Buyer has acknowledged, accepted and confirmed the Seller's Counter-Offer. At this point, a binding contract between the Seller and the Buyer with respect to the sale and purchase of the Item is created and enforceable.

(e) In certain circumstances, a Buyer will be required to post a "reserve" amount to support an Offer ("Reserve Amount"). This Reserve Amount shall be authorized to Stylish by credit card at the time the Offer is made, and shall be credited against the Total Purchase Price due. In the event the Buyer and Seller are unable to agree upon the Total Purchase Price, or other material terms of the transaction, then Stylish will credit the Reserve Amount back to Buyer's credit card account.

(f) For custom made orders, a Buyer will be required to post a non-refundable "deposit" amount ("Deposit"). The Deposit shall be paid by credit card or other acceptable payment method upon confirmation of sale. The Deposit will be held by the Seller and shall be credited against the Total Purchase Price.

(g) Notwithstanding anything to the contrary contained herein, in the event of an error by Seller as to availability of the Item, or an error by the Seller or Stylish as to acceptance of an Offer or Counter-Offer as the case may be, or any other error on Seller's or Stylish' part with respect to a Order Confirmation or the operation of the Site, the Seller and/or Stylish reserve the right in their sole and absolute discretion to rescind that Order Confirmation and purchase of the Item without penalty to any party.

(h) Due to the nature of the internet, occasional glitches, service interruptions or mistakes may cause unintended inaccuracies to appear on the Site. Stylish has the right to correct any inaccuracies or mistakes, and to void any purchase of an Item that displays an inaccurate price or description once brought to our attention.

9. Offers to Purchase Outside of the Site.

(a) Sellers and Buyers are prohibited from using Stylish or the Site to contact each other to make offers to buy or sell and Item outside of the methods provided for by the Site. Sellers and Buyers are also prohibited from using information obtained from the Site to contact each other about buying or selling any Item available for sale on the Site outside of the methods provided for by the Site.

(b) If a Buyer attempts to breach these guidelines, Stylish may limit, restrict, or suspend the Buyer from using any feature of Site. The Buyer may also forfeit any special account status and/or discount rate. The Buyer may also be subject to the application of fees and recovery of Stylish expenses in policy monitoring and enforcement.

10. Payment for Purchased Items.

(a) Immediately upon receipt of the Order Confirmation, the Buyer shall remit an amount equal to the full amount (100%) of the Total Purchase Price. In the event Buyer has previously posted a Reserve Amount with Stylish for the Item, then the Reserve Amount shall be credited against the Total Purchase Price and Buyer shall remit the remaining balance of the Total Purchase Price.

(b) The Buyer hereby irrevocably authorizes Stylish upon Order Confirmation to charge the Buyer's credit card or other payment methods for an amount equal to the Total Purchase Price.

11. Taxes and Duties.

The Buyer is entirely responsible for paying all applicable sales and use taxes, VAT, export and/or import taxes and duties and all transactional taxes or levies related to each Item purchased (collectively, "Taxes"). The Buyer shall pay the Seller such Taxes as the Seller is required to collect, but failure of the Seller to collect the Taxes will not relieve the Buyer's obligation. The Buyer must determine, pay, collect, remit and report to the appropriate taxing authority the correct amount of all export and/or import taxes or duties payable upon export of the Item from its country of origin and import into the United States or any other country. In the event that an exemption applies, it is the Buyer's sole responsibility to establish and/or document any applicable exemption from Taxes.

12. Shipping.

(a) Buyer-arranged shipping. The Buyer is in every instance free to arrange the Buyer's own shipping and may elect to use any shipping company of its choice. The crating/shipping/insurance companies designated by the Buyer are the Buyer's agents and the Buyer will bear all applicable costs and pay such costs directly to the agents. The Buyer may also ask Stylish to arrange for shipping of any Item on the Buyer's behalf which may be subject to pre-advertised shipping prices.

(b) Seller-arranged shipping. The Buyer may elect to have the Seller arrange for crating, packaging, shipping and freight insurance. Following the Buyer's request, the Seller shall provide shipping information including the name of the freight carrier, the complete cost of shipment from the Seller

to the Buyer's designated receiving address, the cost of any duty or other charges to be paid by the Buyer, the cost of freight insurance and the name of such insurance provider, as well as any costs or fees to be charged by the for crating or packaging the Items for shipment. The Buyer and the Seller shall mutually agree on shipment terms and the Buyer shall prepay all shipment costs.

(c) On occasion, certain Items may be eligible for free shipping as indicated in the Item description. Any offer of free shipping may be limited, and subject to certain exceptions as will be noted at the time of such free shipping offer. In cases where free shipping is available, the remaining terms of this User Agreement and Conditions of Sale remain applicable. Stylish reserves the right to cancel or modify any offer for free shipping at any time without notice.

(d) Stylish reserves the right to correct or cancel any transaction if an error is made in calculating shipping.

13. Import/Export Restrictions.

(a) Some Items offered for sale on the Site may require cultural, customs and regulated species permits for export from the country where they are located and/or import into the Buyer's country. Items may also be subject to a right of the country from which they are exported to purchase the Items from the Buyer. Neither the Seller nor Stylish makes any representation, gives any warranty or shall have any liability to the Buyer in respect of the requirement for, or the availability, or issuance of valid export or import permits or the existence or exercise of preemption rights to purchase by governmental or regulatory authorities anywhere.

(b) If the listing of any Item on the Site states that the Item requires a special permit, or if such requirement is disclosed after the Order Confirmation but before the shipper picks up the Item, or if the Buyer first learns that an export permit is required after the Item has been picked up by the shipper, and the Seller is unable to obtain the export permit within thirty (30) days after the later of confirmation of the sale or disclosure of the requirement for the export permit, then the Buyer may rescind the sale of such Item by giving written notice to Stylish and the Seller within seven (7) business days after expiration of the applicable thirty (30) day period. In no event shall the Buyer be entitled to rescind a sale more than ninety (90) days after the date of the sale.

(c) If the sale is rescinded, the Buyer shall return the Item to the Seller at the Buyer's cost unless otherwise agreed. Upon such return, Stylish and/or the Seller shall return to the Buyer the Total Purchase Price. This limited right of rescission is not assignable and belongs solely to the Buyer of record.

14. Transfer of Title/Risk of Loss.

(a) The Seller of each Item offered for sale on the Site represents and warrants that the Seller: (i) is the sole owner of such Item, or is duly authorized by the owner to sell the Item; and (ii) will convey good and marketable title of such Item to the Buyer following payment of the Total Purchase Price for the Item free and clear of any ownership claims by third parties.

(b) In the event the Seller has requested that Stylish collect and remit payment of the Total Purchase Price, then the Seller will convey good and marketable title to the Item upon receipt of the Order Confirmation by the Buyer and receipt by Stylish of the Total Purchase Price.

(c) In the case of Buyer-arranged shipping, risk of loss and title for such Item passes to the Buyer upon the Seller's delivery of the Item to the carrier selected by the Buyer for shipment or when the Buyer picks up the Item from the Seller.

(d) In the case of Seller-arranged shipping, risk of loss and title for such Item passes to the Buyer upon the Buyer's receipt of the Item.

15. Sales are "As-Is".

(a) All Items displayed on the Site are sold "As-Is", "With All Faults". Neither the Seller nor Stylish makes any guarantee, warranty or representation, expressed or implied, to any Buyer with respect to any Item, including without limitation, its condition, merchantability, fitness for a particular purpose, quality, rarity, importance, provenance, designer or creator, exhibitions, literature, historical relevance, or as to whether the Buyer acquires any reproduction right or other intellectual property right in any Item. No statement anywhere, whether oral or written, shall be deemed any such guarantee, warranty or representation.

(b) Any agreement between the Buyer and the Seller shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

(c) The provisions of the Commercial Agents Directive (86/653/EC) as implemented in any European jurisdiction (for example, in the UK via the Commercial Agents Regulations 1993) are expressly excluded from these Terms and our agreement. By using the Site, Buyers and Users select and purchase goods marketed by Sellers, solely of their own initiative, placing orders via the Site. You acknowledge that Stylish.com has no control over the ultimate price Items are sold at or any sales terms ultimately entered into between a Buyer and a Seller.

16. Expert Review.

If the Buyer is purchasing an Item based in whole or in part on its stated provenance, designer or creator, the Buyer may at its option and at its own cost arrange with the Seller to have Buyer's selected expert review the Item prior to purchase. Selection of the expert is the sole responsibility of the Buyer. Any arrangements for inspection shall be made between the Buyer and Seller. Buyer expressly acknowledges that the Buyer's use and/or reliance on any expert is at the Buyer's own risk and cost.

17. Stylish Trade Rewards Program.

(a) As of January 1, 2020, select trade purchasers may be eligible to participate in the Stylish Trade Rewards Program ("Trade Rewards Program"). The Trade Rewards Program is only intended for and available to professional interior designers and architects who have been accepted into the Stylish Trade Rewards Program by Stylish in its sole discretion ("Verified Designers"). The Trade Rewards Program includes a suite of benefits only available to Verified Designers as set forth in the terms and conditions of the [Stylish Trade Rewards Program](#), which is hereby incorporated by this reference (the "Trade Program Terms"). By participating in the Trade Rewards Program, you hereby agree to the Trade Program Terms.

(b) By accepting any benefits of and/or any other participation you make in the Trade Rewards Program, you represent and warrant to us that you are a professional interior designer or architect. We reserve the right to seek additional information to verify your qualification for the Trade Rewards

Program, and we may in our sole discretion reject any person/entity which fails to meet the qualifications we impose for such Trade Rewards Program (even if they are a professional designer or architect). When you are granted a Stylish Trade account, you are automatically part of the Trade Rewards Program and are eligible for such benefits available under the Trade Rewards Program.

(c) Stylish reserves the right to update, modify, suspend, or terminate the Trade Rewards Program or Trade Program Terms at any time in its sole discretion and without further notice. You automatically agree to any updates to the Trade Program Terms by continuing to participate in the Trade Rewards Program.

(d) The Trade Rewards Program and the Trade Program Terms do not apply to Sellers, Users, or Buyers who are not Verified Designers.

18. Remedies for Non-payment.

(a) If for any reason the Buyer cancels payment made by credit card or any other means following receipt of the Order Confirmation, or the Buyer otherwise fails to make any payment with respect to the Total Purchase Price ("Default"), then the Buyer shall remain liable to the Seller for the Total Purchase Price in full, as well as any additional costs related to the sale of the Item, including but not limited to applicable taxes, storage and handling fees and any incurred costs or fees associated with collection of any amount due to Stylish and/or the Seller including but not limited to legal fees and costs related to currency fluctuations.

(b) Without limitation to any other provision of these Terms, in addition to any other remedies at law or equity, Stylish reserves the right, at its election, to retain any and all payments paid by Buyer prior to Default with respect to the Item as liquidated damages, and to cancel the sale of the Item without any further obligation to Buyer.

19. Right of Cancellation. [European Union]

(a) This subsection applies where: (i) the EU Consumer Rights Directive (2011/83/EU) as implemented into national law in the various EU jurisdictions, applies to a consumer based in the European Union ("EU Consumer"); and (ii) none of the express exclusions set forth below apply. Where this subsection applies, the EU Consumer has the right to cancel its order without giving reason within 14 days from the day on which the EU Consumer or its designated recipient receives an Item ("Cancellation Period"). The EU Consumer must inform Stylish, or the Seller, of its decision to cancel the order in writing (including by email) within this period. The Seller will refund all payments received from the EU Consumer/Stylish for the Items purchased and the EU Consumer shall incur no fee as a result of such refund. Any refund may be withheld until the Seller has received the Items back from the EU Consumer. The EU Consumer must send back the Item following the instructions of the Seller (but in all cases the EU Consumer will be given at least fourteen (14) days to return the Item from the date of cancellation), and the EU Consumer will be required to bear the cost of returning any Item to the Seller. The Seller may make a deduction from the refund for loss in value of the Item returned due to the EU Consumer's handling of the Items beyond what is necessary to establish the nature, characteristics and functioning of the Item. No restocking fees will be applied to refunds under this subsection. The right of cancellation does not apply to: (A) the supply of any Item made to the Buyer's specifications; (B) the supply of any Item which may deteriorate or expire rapidly; (C) the delivery of any Item which is not suitable for return due to health protection or hygienic reasons if unsealed by the Buyer after delivery, or which are,

after delivery, mixed inseparably (according to their nature) with other items; (D) the delivery of sealed video or audio recordings or of sealed software if unsealed by the Buyer after delivery; and (E) the supply of digital content if the Buyer accepted when it placed the order that delivery could be started and that the Buyer could not cancel once delivery had started, or other statutory exceptions.

(b) To exercise this right of cancellation, an EU Consumer must send written notice during the Cancellation Period to EU Consumer Rights, Stylish Inc., [166 School Street, Belmont MA 020478](mailto:info@Stylish.com) or email us at info@Stylish.com with the subject line "EU Consumer Rights." The notice should state your name, residential address, contact details and email address, Stylish account number, invoice number, Item Number, date of delivery to your possession, and that you wish to exercise the EU Consumer Rights Directive right of cancellation.

20. Refusal of Transaction.

Stylish reserves the right to withdraw any Item from the Site, to amend any content on the Site, or to refuse service to anyone at any time in its sole discretion. Stylish will not be liable to any Seller, User, or Buyer or any other third party because it has withdrawn any Item from the Site, amended any of the content or denied access to the Site.

21. Copyright. Notice and Take Down Procedures.

(a) Stylish will publish on the Site various text, pictures, images audio recordings, and video that have been supplied, owned, or licensed by the Sellers ("Seller Content") and for which Sellers have provided appropriate license for publication by Stylish.

(b) We respond to notices of alleged copyright infringement as required by the United States Digital Millennium Copyright Act (DMCA). If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Stylish with the following written information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed upon; (iii) a description of where the material that you claim is infringing is located on the Site; (iv) your name, address, telephone number, and email address; (v) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Our copyright agent for notice of claims of copyright infringement on the Site can be reached as follows: Stylish Inc. [166 School Street, Belmont MA 020478](mailto:info@Stylish.com). If you become aware that material appears on this site in violation of a copyright please notify us by mail at the aforementioned address or by email at info@Stylish.com. We maintain a log of DMCA notices, act on same, and have adopted and implemented a policy that provides for notification to Sellers and/or Site users of claims of infringement and for the termination of Sellers/Site users who are repeatedly and credibly accused of copyright infringement, and we may terminate this Agreement as against a Seller who is a repeat infringer.

(c) Restoration of Removed Content: If a User/Seller which posted content believes that their content was removed or disabled by mistake or misidentification, the User/Seller may send us (via mail or email at the addresses in the preceding paragraph) a written counter-notification which includes the following: (i) your electronic or physical signature; (ii) a description of the content that was removed and where the material that has been removed or disabled was located on the Site

before it was removed/disabled; (iii) your name, address, telephone number, and e-mail address; (iv) a statement by you, made under penalty of perjury, that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and (v) a statement that: 1) you consent to the jurisdiction of the Federal District Court in which your address is located, or in Delaware if your address is outside the United States, and 2) that you will accept service of process from the person who provided notification of infringement or an agent of such person. We may, after investigation and based upon our findings, restore the removed or disabled content following ten (10) business days from the date that we received a proper written counter notification, but will not do so if (among other potential reasons) our copyright agent first receives notice that a court action has been filed to restrain us or you from engaging in infringing activity related to the removed or disabled content.

22. Proprietary Rights.

(a) As between Users and Stylish, (or other company whose marks appear on the Site), Stylish (or the respective company) is the owner and/or authorized user of any trademark, registered trademark and/or service mark appearing on the Site, and is the copyright owner or licensee of the Content and/or information on the Site, unless otherwise indicated.

(b) Except as otherwise provided herein, use of the Site does not grant you a license to any Content, features or materials you may access on the Site and you may not modify, rent, lease, loan, sell, distribute or create derivative works of such Content, features or materials, in whole or in part. Any commercial use of the Site is strictly prohibited, except as allowed herein or otherwise approved by us. You may not download or save a copy of any of the Content or screens for any purpose except as otherwise provided by Stylish. If you make use of the Site, other than as provided herein, in doing so you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. We do not grant any license or other authorization to any user of our trademarks, registered trademarks, service marks, other copyrightable material or any other intellectual property by including them on the Site.

(c) The information on the Site including, without limitation, all site design, text, graphics, interfaces, and the selection and arrangements is protected by law including copyright law.

(d) Product names, logos, designs, titles, graphics, words or phrases may be protected under law as the trademarks, service marks or trade names of Stylish Inc. or other entities. Such trademarks, service marks and trade names may be registered in the United States and internationally.

(e) Without our prior written permission, you agree not to display or use our trademarks, service marks, trade names, other copyrightable material or any other intellectual property in any manner.

(f) All images created or produced or modified by Stylish are the sole property of Stylish. Stylish may use any such image to promote the Site or for any other purpose at any time without restriction.

23. User Submitted Content.

(a) Users are responsible for any User Content posted to the site. "User Content" means any content you post to the site, which may include reviews, comments, image uploading, captions, participating in forums, and other such features that allow Users to add content to the site. Stylish

is not responsible for the personally identifiable or other information you choose to submit as User Content, and we reserve the right to remove any User Content generated by any user at our sole discretion. By posting to the Site, you understand that once you post User Content, your content becomes public. We are not responsible for keeping any User Content confidential so if you do not want anyone to read or see that content, do not submit or post it to the Site.

(b) If we allow you to upload User Content, you may not: (i) provide User Content that you do not have the right to submit, unless you have the owner's permission; this includes material covered by someone else's copyright, patent, trade secret, privacy, publicity, or any other proprietary right; (ii) forge headers or manipulate other identifiers in order to disguise the origin of any User Content you provide; (iii) provide any User Content that contains lies, falsehoods or misrepresentations that could damage us or anyone else; (iv) provide User Content that is illegal, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourage conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (v) impersonate anyone else or lie about your affiliation with another person or entity in your User Content; (vi) use meta tags or any other "hidden text" utilizing any of our or our suppliers' product names or trademarks in your User Content; or (vii) provide User Content which disparage us or our vendors, partners, the Seller, representatives and affiliates.

(c) Except as otherwise specifically provided, if you post content or submit material to the Site, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms or any law or regulation; and the content will not cause injury to any person or entity. We have the right but not the obligation to monitor and edit or remove any activity or content. User Content comes from a variety of sources. We do not endorse, or support any views, opinions, recommendations, or advice that may be in User Content, nor do we vouch for its accuracy or its reliability, usefulness, safety or intellectual property rights of any User Content. We take no responsibility and assume no liability for any User Content posted by you or any third party.

24. Third Party Sites.

(a) Users may be able to link to third party websites ("Linked Sites") from the Site. Linked Sites are not, however, reviewed, controlled or examined by us in any way and we are not responsible for the content, availability, advertising, products, information or use of user information or other materials of any such Linked Sites, or any additional links contained therein. These links do not imply our endorsement of, or association with, the Linked Sites. It is your sole responsibility to comply with the appropriate terms of service of the Linked Sites as well as with any other obligation under copyright, secrecy, defamation, decency, privacy, security and export laws related to the use of such Linked Sites and any content contained thereon. In no event shall we be liable, directly or indirectly, to anyone for any loss or damage arising from or occasioned by the creation or use of the Linked Sites or the information or material accessed through these Linked Sites. You should direct any concerns to that website's administrator or webmaster. We reserve the exclusive right, at its sole discretion, to add, change, decline or remove, without notice, any feature or link to any of the Linked Sites from the Site and/or introduce different features or links to different users.

(b) Permission must be granted by us for any type of link to the Site. To seek our permission, you may write to us at the address below. We reserve the right, however, to deny any request or rescind

any permission granted by us to link through such other type of link, and to require termination of any such link to the Site, at our discretion at any time.

25. Modification.

(a) Stylish has control over the look, feel, content, operations and evolution of the Site, and may modify the Site and any content in our sole discretion

(b) We may modify these Terms from time to time without notice to you. The provisions contained herein supersede all prior notices or statements regarding our Terms with respect to this Site. We encourage you to check the Site frequently to see the current Terms in effect and any changes that may have been made. By using the Site following any modifications to the Terms you agree to be bound by the modifications.

(c) We reserve the right, for any reason, in our sole discretion and without notice to you, to terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, information, products, data, text, music, sound, photographs, graphics, video, messages or other materials ("Content"), features and/or hours of availability, and we will not be liable to you or to any third party for doing so. We may also impose rules for and limits on use of the Site or restrict your access to part, or all, of the Site without notice or penalty. We have the right to change these rules and/or limitations at any time, in our sole discretion.

26. Site Monitoring.

Stylish reserves the right, but accepts no obligation, to monitor any activity and content on the Site. Stylish may investigate any reported violations of applicable law, rule or regulation applicable to Users, Buyers or transactions on the Site and take action that it deems appropriate, including but not limited to issuing warnings, suspending or terminating service, denying access or removing any content from the Site. Stylish may also investigate the use of a credit card by a Buyer and take such action as Stylish deems appropriate, including but not limited to canceling any offer placed by such Buyer.

27. International Use of the Site.

(a) Many of Stylish services, including the Site, are accessible to Sellers, Buyers, and Users outside of the US. Stylish may offer certain programs, tools, and Site experiences of interest to those Sellers, Buyers, and Users, such as estimated local currency conversion and international shipping calculation tools. Sellers, Buyers, and Users are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items.

(b) Users authorize Stylish to use automated tools to translate the User's Site content and User and Buyer-to-Seller communications, in whole or in part, into local languages where such translation solutions are available. Stylish may provide Users with tools which will enable the User to translate content upon request. The accuracy and availability of any translation are not guaranteed and Stylish is not liable in any way to the Seller, Buyer, or User for any loss suffered where the automated tools are used.

28. Consent to Processing.

(a) By providing any personal information to the Site, all Users, including without limitation, Users in the State of California and in the European Union, fully understand and unambiguously consent to the collection and processing of such information in the United States. For further information data, please see our privacy policy available at: www.Stylish.com/about/privacy-policy/.

(b) We control and operate the Site from our offices in the United States of America, and all information is processed within the United States or at the location of our service providers. We do not represent that materials on the Site are appropriate or available for use in locations outside the United States. Persons who choose to access the Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

(c) Users agree to comply with all applicable laws, rules and regulations in connection with their use of the Site. The Site may be used only for lawful purposes and in a lawful manner. Without limiting the generality of the foregoing, you agree to comply with all applicable laws regarding the transmission of data exported from the United States or the country in which you reside as well as the restrictions on import or export of Items from the Seller's country to your country.

29. Site Unavailability.

(a) You acknowledge that temporary interruptions in the availability of the Site may occur from time to time as normal events.

(b) We may decide to cease making available the Site or any portion of the Site at any time and for any reason. Under no circumstances will Stylish or the Sellers be held liable for any damages due to such interruptions or lack of availability.

30. Prohibited Use.

The Site may be used only for lawful purposes by individuals using authorized services of Stylish. You are responsible for your own communications, including the upload, transmission and posting of information, and are responsible for the consequences of their posting on or through the Site. Stylish specifically prohibits any use of the Site, and requires all Users to agree not to use the Site, for any of the following: (i) posting any information or using a payment mechanism which is incomplete, false, inaccurate or not your own; (ii) impersonating another person; (iii) constituting or encouraging conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate any city, state, national or international law or regulation or which fails to comply with accepted Internet protocol; (iv) posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it; (v) posting material that reveals trade secrets, unless you own them or have the permission of the owner; (vi) posting material that infringes on any other intellectual property, privacy or publicity right of another; (vii) transmitting or transferring (by any means) information or software derived from the site to foreign countries or certain foreign nations in violation of US export control laws; or (viii) attempting to interfere in any way with the Site's or Stylish' networks or network security, or attempting to use the Site to gain unauthorized access to any other computer system.

31. Security Rules.

Violations of system or network security may result in civil or criminal liability. Stylish will investigate occurrences and may involve, and cooperate with, law enforcement authorities in

prosecuting the user or users who are involved in such violations. Users are prohibited from violating or attempting to violate the security of the Site, including, without limitation, the following: (i) accessing data not intended for you or logging into a server or account which you are not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus, worm, Trojan Horse or other harmful code to the Site, overloading, "flooding", "mailbombing" or "crashing", or sending unsolicited e-mail, including promotions and/or advertising of products or services; or (iv) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

32. Termination of Use.

Stylish expressly reserves the right to terminate the use of, or to refuse to permit the use of, the Site by any person or entity, at the sole discretion of Stylish, for any reason or no reason at all, and without prior notice. In the event of termination, any rights or obligations regarding pending or completed purchases, or your indemnity obligations related to use of the Site, shall survive such termination.

33. Indemnity.

All Users agree to defend, indemnify and hold Stylish Inc., its affiliates, or any of their respective directors, officers, employees, agents, partners, subsidiaries, divisions, successors, suppliers, distributors, vendors, contractors, and representatives harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, in any way arising from, related to or in connection with their use of the Site, their purchase or sale of Items, the nature or quality of items, their disputes with any Seller or Buyer, as the case may be, in connection with use of the Site, their violation of any law, their violation of these Terms or their posting or transmission of any User Content or materials on or through the Site, including, but not limited to, any third party claim that any information or materials such Site user provides infringes any third party proprietary right. All Site users agree to cooperate as fully as reasonably required in the defense of any claim. This indemnification obligation will survive the termination of these Terms and your use of the Site.

34. Disclaimer of Warranties.

(a) You **understand and agree that:** The Site is provided on an "AS-IS" and "AS AVAILABLE" basis. Stylish makes no representation or warranty of any kind, express or implied, with respect to the Site, any Item(s) offered for sale or sold on or through the Site, or any Seller, including without limitation: (i) any representation or warranty regarding the character, reputation or business practices of the Seller; (ii) any representation or warranty with respect to title to or delivery of any Item; (iii) any representation or warranty with respect to intellectual property rights in any Item; (iv) any representation or warranty concerning the availability, accuracy, completeness, usefulness, or content of information; (v) any representation or warranty of title, non-infringement, merchantability or fitness for a particular purpose; (vi) any representation or warranty that the Site meets the User's requirements, will always be accessible, uninterrupted, timely, secure or operate without error or that defects will be corrected; or (vii) any representation or warranty that any Item conforms to its description or the colors, texture and detail shown on the User's computer monitor.

(b) Any Buyer must direct all claims regarding any Item to the Seller and must resolve any dispute regarding any Item directly with the Seller.

(c) Stylish does not endorse, warrant or guarantee any products or services offered or provided by or on behalf of Sellers on or through the Site. Stylish is not a party to any transaction between Buyers and Sellers (unless specifically requested and notified to the parties in writing).

(d) No advice, results or information, or materials whether oral or written, obtained by you through the Site shall create any warranty by Stylish not expressly made herein. If you are dissatisfied with the Site, your sole remedy is to discontinue using the Site.

(e) Any material downloaded or otherwise obtained through the use of the Site is done at your own discretion and risk, and you will be solely responsible for any damage that results from the download of any such material.

35. Release.

You expressly agree to release Stylish Inc., its affiliates, or any of their respective directors, officers, employees, agents, partners, subsidiaries, divisions, successors, suppliers, distributors, vendors, contractors, and representatives (the "Released Parties"), and each of the foregoing, from any and all manner of action, claim or cause of action or suit, at law or in equity, and from any and all losses, damages, costs or expenses, including without limitation court costs and attorneys' fees, which you may have against the Released Parties, or any of them, known or unknown, disclosed or undisclosed, which arise out of or relate in any way to a dispute. You further waive any applicable rights under Section 1542 of the California Civil Code, and any similar law of any applicable jurisdiction, which states: "A general release does not extend to claims which the 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." You agree that no joint venture, partnership, employment, or other agency relationship exists between you and Stylish as a result of these Terms or your use of the Site.

36. Limitation of Liability.

(a) In no event shall Stylish Inc., its affiliates, or any of their respective directors, officers, employees, agents, partners, subsidiaries, divisions, successors, suppliers, distributors, vendors, contractors, and representatives be liable for any indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to the use of, or the inability to use, the Site or the content, materials and function related thereto, including, without limitation, loss of revenue, or anticipated profits, or lost business, data or sales, or cost of substitute services, even if Stylish or its representative or such individual has been advised of the possibility of such damages.

(b) Some jurisdictions do not allow the limitation or exclusion of liability, so some of the above limitations may not apply to you. In no event shall the total liability of Stylish to any User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the Terms or your use of the Site exceed, in the aggregate, **\$100.00**. Without limiting the foregoing, in no event shall Stylish Inc., its affiliates, or any of their respective directors, officers, employees, agents, partners, subsidiaries, divisions, successors, suppliers, distributors, vendors, contractors, and representatives providing information on this Site have any liability for any damages or losses arising out of or otherwise incurred in connection with the loss of any data or information contained in your account or otherwise stored by or on behalf of Stylish.

37. Dispute Resolution.

(a) Any dispute, controversy or claim arising out of or relating to these Terms, or its breach, which cannot be resolved between the parties through reasonable negotiation shall be submitted to the American Arbitration Association (“AAA”) for mandatory binding arbitration in front of a single arbitrator chosen in accordance with the AAA Rules. Discovery shall be permitted, but only to the extent that the documents are directly relevant to and needed for fair resolution of one or more of the issues of importance and can be located and produced at a cost that is reasonable in the context of all surrounding facts and circumstances. When the cost and burden of discovery are disproportionate to the likely importance of the requested materials, the arbitrator may deny the requests or require that the requesting party advance the reasonable cost of production to the other party.

(b) The arbitrator may not award non-monetary or equitable relief of any sort, nor award damages inconsistent with these Terms. All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to enforce the results of the arbitration or to comply with legal or regulatory requirements. The arbitrator shall render its award in writing and will include the findings of fact and conclusion of law upon which the award is based. The result of the arbitration shall bind the parties and judgment on the arbitrators’ award may be entered in any court having jurisdiction. In addition to any and all other relief to which a party may be entitled, the arbitrator shall award reasonable attorneys’ fees and costs, including reasonable expert witness fees and costs, to the prevailing party (should there be one) in any such arbitration.

(c) Waiver of Jury Trial; Individual Basis; Equitable Relief. The parties surrender and waive the right to submit any dispute to a court or jury, or to appeal to a higher court. The parties agree to arbitration on an individual basis. Where enforceable, neither party shall be entitled to join or consolidate claims by or against other Sellers or persons, or arbitrate any claim as a class representative, class member or in a private attorney general capacity. Unless both parties agree otherwise, the arbitrator may not consolidate or join more than one person’s or party’s claims, and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party’s individual claim(s). Any relief awarded cannot affect other Site Users or Sellers. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration).

(d) Notwithstanding the foregoing, nothing in these Terms shall prohibit either party from seeking and obtaining from a court of competent jurisdiction (without necessity of posting bond) injunctive relief in order to preserve the status quo and/or avoid irreparable harm for which monetary damage would be insufficient.

(e) The place of arbitration shall be **Kent County, Delaware, USA**, and the proceedings shall be conducted in the English language. These Terms shall be governed by the United States Federal Arbitration Act to the exclusion of any inconsistent state laws and the arbitrator shall follow the law and judicial precedents that a United States District Judge sitting in **Kent County, Delaware, USA** would apply to the dispute.

38. Choice of Law.

These Terms, and any dispute arising therefrom, shall be governed by and in accordance with the laws of the State of New York without regard to conflicts of law.

39. Notices.

Any notices shall be given by postal mail addressed to Stylish Inc., 51 Astor Place, 3rd Floor, New York, NY 10003, to the attention of Legal Department [if to Stylish], or to the e-mail address provided to Stylish and currently on record [if to a User]. Notices shall be deemed to have been given 24 hours after the e-mail was sent, unless Stylish is notified that the e-mail address is invalid, in which event Stylish may give notice by postal mail at the address provided to Stylish by the User upon registration. Notice given by postal mail shall be deemed to have been given three (3) business days after the date of mailing.

40. General Information.

If any provision of these Terms is deemed unlawful, void or for any reason unenforceable, such provision(s) will be deemed severable from the rest of the Terms and will not affect the validity and enforceability of the rest of the Terms. Failure of Stylish to exercise any rights or remedies will not constitute a waiver of any rights or remedies available to Stylish under these Terms or at law. These Terms represent the entire agreement between Users and Stylish and supersede and replace any other agreement between the parties including but not limited to any previous Terms as they may have applied between Users and Stylish. Paragraph headings are for convenience only and not for interpretation of these Terms.

41. Contact Us.

To contact us with any questions or concerns in connection with these Terms, or the Site, please write to us at: Stylish Inc[], or email us at support@Stylish.com.

Commented [A1]: Service email account?

42. Effective Date.

These Terms are effective as of March 1, 2021.