

## **Terms of Service**

### **Last Updated: August 29, 2018**

Welcome to the Stylify Fashion, Inc. (“**Stylify**”) websites located at <https://www.stylifyfashion.com/> and <http://www.cortx.ai> (the “**Site**”). Please read these Terms of Service (the “**Terms**”) and our Privacy Policy (<https://www.stylifyfashion.com/>) (“**Privacy Policy**”) carefully because they govern your use of our Site and our fashion browsing and style customization services accessible via our Site and our mobile device application (“**App**”). To make these Terms easier to read, the Site, our services and App are collectively called the “**Services**.”

**1. Agreement to Terms.** By using our Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the Services.

**2. Privacy Policy.** Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the Services is subject to our Privacy Policy.

**IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND STYLIFY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 17 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION (INCLUDING THE PROCEDURE TO OPT OUT OF ARBITRATION).**

**3. Changes to Terms or Services.** We may update the Terms at any time, in our sole discretion. If we do so, we’ll let you know either by posting the updated Terms on the Site or through other communications. It’s important that you review the Terms whenever we update them or you use the Services. If you continue to use the Services after we have posted updated Terms, you are agreeing to be bound by the updated Terms. If you don’t agree to be bound by the updated Terms, then, except as otherwise provided in Section 17(e) “Effect of Changes on Arbitration,” you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

#### **4. Who May Use the Services?**

**(a) Eligibility.** You may use the Services only if you are 13 years or older and are not barred from using the Services under applicable law.

**(b) Registration and Your Information.** If you want to use certain features of the Services you’ll have to create an account (“**Account**”). You can do this via the Site or through your account with certain third-party social networking services such as Facebook, Pinterest, Instagram or Snapchat (each, an “**SNS Account**”). If you choose the SNS Account option we’ll create your Account by extracting from your SNS Account certain personal information such as your name and email address and other personal information that your privacy settings on the SNS Account permit us to access.

**(c) Accuracy of Account Information.** It’s important that you provide us with accurate, complete and up-to-date information for your Account and you agree to update such information to keep it accurate, complete and up-to-date. If you don’t, we might have to suspend or terminate your Account. You agree that you won’t

disclose your Account password to anyone and you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, whether or not you know about them.

**5. Feedback.** We welcome feedback, comments and suggestions for improvements to the Services ("**Feedback**"). You can submit Feedback by emailing us at [hello@stylifyfashion.com](mailto:hello@stylifyfashion.com). You grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

## **6. Transactions with Merchants.**

**(a) General.** You acknowledge and agree that: (i) our Services provide a style optimization engine that facilitates purchases you make directly from third-party merchants ("**Merchants**"); and (ii) Merchants, and not Stylify, are the source of the items you purchase and all information presented for such items ("**Item Listing**"), including pricing, pictures, descriptions, shipping terms and return policies. You further acknowledge and agree that any purchase you make of an item recommended by our Service (a "**Transaction**") is processed and fulfilled directly by such Merchants and that when you purchase an item via our Services, you are purchasing that item from the Merchant not from Stylify. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement or sponsorship thereof by Stylify.

**(b) Cart Fees.** Stylify requires payment of a cart fee ("**Cart Fee**") each time you make a purchase Transaction from a Merchant. We may, from time to time, offer promotions waiving the Cart Fee, subject to applicable terms we communicate to you. These promotions will be limited to the time period and amounts specified and Stylify will have the right to terminate such promotions in its sole discretion for any reason or no reason.

**(c) Transactions.** Each time you initiate a Transaction, you expressly authorize us (or our third-party payment processor) to charge you for such Transaction, including, without limitation, Cart Fees. We may ask you to supply additional information relevant to your Transaction, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification (such information, "**Payment Information**"). You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. When you initiate a Transaction, you authorize us to provide your Payment Information to third parties so we can complete your Transaction and to charge your payment method for the type of Transaction you have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information).

**(d) Cancelling Cart Fees or Transactions.** AFTER YOU FINALIZE A TRANSACTION, YOUR CART FEE PAYMENT IS FINAL AND YOU WILL NOT BE ABLE TO CANCEL THE CART FEE. But if something unexpected happens in the course of completing a Transaction, we reserve the right to cancel your Transaction for any reason; if we cancel your Transaction we'll refund any payment you have already remitted to us

for such Transaction (including any Cart Fee). Subject to the foregoing, cancellation, refunds and returns concerning the items you purchase from Merchants are governed by Subsection 7(e) "Deliveries, Returns and Merchant Terms".

**(e)** Merchant Terms.

**(i)** Merchant Terms. Any shipping costs, shipping schedules, cancellations, refunds, returns, and other terms that govern your Transaction with a Merchant are governed by the Merchant's terms set forth or linked within in the Item Listing ("**Merchant Terms**").

**(ii)** Communication Platform. Subject to the Merchant Terms, the purchase or return of an item you purchase via a Transaction from a Merchant can be initiated through our Services, but Stylify is only facilitating the communications to assist with such activities. The Transaction and returns fulfillment is solely between you and the applicable Merchant. All purchases and returns must be in accordance with the Merchant Terms and the instructions provided by the Merchant or Stylify. While Stylify may, in its discretion, help with returns, cancellations, and disputes between you and a Merchant, you agree to look solely to the applicable Merchant with respect to the Transaction and any complaints or other issues you have with a Transaction or item purchased.

**(iii)** Sharing of Your Information with Merchants. You acknowledge and agree that certain information (such as your full name, email address, and shipping information) will be shared with the applicable Merchant to fulfill your orders placed by you.

**7. Content Ownership, Responsibility and Removal.**

**(a)** Definitions. For purposes of these Terms: (i) "**Content**" means text, graphics, images, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) "**User Content**" means any Content that Account holders (including you) provide to be made available through the Services. Content includes without limitation User Content.

**(b)** Our Content Ownership. Stylify does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, Stylify and its licensors exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content.

**(c)** Rights in User Content Granted by You. By making any User Content available through the Services you hereby grant to Stylify a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and

publicly perform your User Content in connection with operating and providing the Services and Content to you and to other Account holders.

**(d)** Your Responsibility for User Content. You are solely responsible for all your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by Stylify on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

**(e)** Removal of User Content. You can remove your User Content by specifically deleting it. However, in certain instances, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

**(f)** Rights in Content Granted by Stylify. Subject to your compliance with these Terms, Stylify grants to you a limited, non-exclusive, non-transferable license, with no right to sublicense, to download, view, copy, display and print the Content solely in connection with your permitted use of the Services and solely for your personal and non-commercial purposes.

## **8. Rights and Terms for Apps.**

**(a)** Rights in App Granted by Stylify. Subject to your compliance with these Terms, Stylify grants to you a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to multiple users through any means. Stylify reserves all rights in and to the App not expressly granted to you under these Terms.

**(b)** Accessing App from App Store. The following terms apply to any App accessed through or downloaded from any app store or distribution platform (like the Apple App Store or Google Play) where the App may now or in the future be made available (each an "**App Provider**"). You acknowledge and agree that:

- These Terms are concluded between you and Stylify, and not with the App Provider, and Stylify (not the App Provider), is solely responsible for the App.
- The App Provider has no obligation to furnish any maintenance and support services with respect to the App.

- In the event of any failure of the App to conform to any applicable warranty, you may notify the App Provider, and the App Provider will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Stylify.
- The App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, Stylify will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.
- The App Provider, and its subsidiaries, are third-party beneficiaries of these Terms as related to your license to the App, and that, upon your acceptance of the Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third-party beneficiary thereof.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- You must also comply with all applicable third party terms of service when using the App.

**9. General Prohibitions and Stylify's Enforcement Rights.** You agree not to do any of the following:

**(a)** Post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

**(b)** Use, display, mirror or frame the Services or any individual element within the Services, Stylify's name, any Stylify trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Stylify's express written consent;

- (c)** Access, tamper with, or use non-public areas of the Services, Stylify's computer systems, or the technical delivery systems of Stylify's providers;
- (d)** Attempt to probe, scan or test the vulnerability of any Stylify system or network or breach any security or authentication measures;
- (e)** Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Stylify or any of Stylify's providers or any other third party (including another user) to protect the Services or Content;
- (f)** Attempt to access or search the Services or Content or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Stylify or other generally available third-party web browsers;
- (g)** Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- (h)** Use any meta tags or other hidden text or metadata utilizing a Stylify trademark, logo URL or product name without Stylify's express written consent;
- (i)** Use the Services or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- (j)** Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive or false source-identifying information;
- (k)** Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Content;
- (l)** Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- (m)** Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- (n)** Impersonate or misrepresent your affiliation with any person or entity;
- (o)** Violate any applicable law or regulation; or
- (p)** Encourage or enable any other individual to do any of the foregoing.

Although we're not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of

these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

**10. DMCA/Copyright Policy.** Stylify respects copyright law and expects its users to do the same. It is Stylify's policy to terminate in appropriate circumstances Account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

**11. Third Party Websites or Resources.** The Services (including the App) may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You acknowledge that Stylify shall not be responsible for any items you purchase from third-party merchants via Transactions, for any payment you make to such third-party merchants, for any fulfillment of such Transactions, or for any dissatisfaction or deficiencies with respect items purchased via such Transactions. You acknowledge sole responsibility for and assume all risk arising from Transactions, items you purchase, and your use of any third-party websites or resources.

**12. Termination.** We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time by sending an email to us at [email address]. Upon any termination, discontinuation or cancellation of the Services or your Account, the following Sections will survive: 7(a), 7(b), 7(c), 11, 12, 13, 14, 15, 16, 17, and 18.

**13. Warranty Disclaimers.** THE SERVICES AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content. We are not responsible for and make no warranty regarding any items you purchase from any Merchants and any information transmitted to third parties when you initiate a Transaction on our Services. While our Services provide a platform for you to purchase items from Merchants on our Services, Stylify makes no warranty and shall not be responsible for, and has no liability for, the Transactions, the purchased items, Item Listings, deliveries, returns, cancellations, refunds, Merchant Terms, the order fulfillment and delivery, shipping commitments, the Merchants or any interactions or disputes between you and Merchants. Stylify does not warrant that the Item Listings are accurate, error-free, or reliable and you agree that you will not hold Stylify liable for any Item Listings. Stylify does not manufacture or sell items purchased via our Services, and Stylify makes no warranty and shall not be responsible or liable for any purchased items, including without limitation, the quality, safety, legality, authenticity, accuracy or reliability of any purchased items. Stylify makes no warranty and shall not be responsible or liable for (a) the content posted by Merchants or other third parties via our Services, including the Item Listing or (b) any other content, websites, materials, products or services of Merchants or other third parties. The risk of loss for purchased items is solely between you and the Merchant and not Stylify. Stylify shall not be responsible or liable for any loss of, destruction of or damage to purchased items, whether during delivery or otherwise.

**14. Indemnity.** You will indemnify and hold harmless Stylify and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the Services or Content, (ii) your User Content, or (iii) your violation of these Terms.

**15. Limitation of Liability.**

**(a)** NEITHER STYLIFY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, ANY ITEM LISTING, ANY ITEM YOU PURCHASE FROM A MERCHANT OR FOR ANY PAYMENT YOU MAKE THEREFORE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT STYLIFY OR ANY OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. STYLIFY SHALL HAVE NO LIABILITY AND HEREBY DISCLAIMS ALL LIABILITY FOR PURCHASED ITEMS AND TRANSACTIONS, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING FROM THE QUALITY, SAFETY, LEGALITY, AUTHENTICITY, ACCURACY OR RELIABILITY OF ANY PURCHASED ITEMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**(b)** IN NO CASE WILL STYLIFY BE LIABLE FOR ANY DAMAGES (INCLUDING BUT NOT LIMITED TO DIRECT DAMAGES) ARISING OUT OF OR IN CONNECTION WITH PURCHASED ITEMS VIA OUR SERVICES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL STYLIFY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED THE AMOUNTS YOU HAVE PAID TO STYLIFY FOR USE OF THE SERVICES OR CONTENT OR FIFTY DOLLARS (\$50), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO STYLIFY, AS APPLICABLE.

**(c)** THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN STYLIFY AND YOU.

**16. Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 17 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that you and Stylify are not required to arbitrate will be the state and federal courts located in the Los Angeles County and the Central District of California, and you and Stylify each waive any objection to jurisdiction and venue in such courts.

**17. Dispute Resolution.**

**(a) Mandatory Arbitration of Disputes.** We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services or Content (collectively, “**Disputes**”) will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding.** You and Stylify agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Stylify are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

**(b) Exceptions and Opt-out.** As limited exceptions to Section 17(a) above: (i) you may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights. In addition, **you will retain the right to opt out of arbitration entirely and litigate any Dispute** if you provide us with written notice of your desire to do so by email at [hello@stylifyfashion.com](mailto:hello@stylifyfashion.com) within thirty (30) days following the date you first agree to these Terms.

**(c) Conducting Arbitration and Arbitration Rules.** The arbitration will be conducted by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by these Terms. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org).

If your claim is for U.S. \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

**(d) Arbitration Costs.** Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. We’ll pay for all filing, administration and arbitrator fees and expenses if your Dispute is for less than \$10,000, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

**(e) Class Action Waiver.** **YOU AND STYLIFY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties’ dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

**(f)** Effect of Changes on Arbitration. Notwithstanding the provisions of Section 3 “Changes to Terms or Services” above, if Stylify changes any of the terms of this Section 17 “Dispute Resolution” after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to hello@stylifyfashion.com) within 30 days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of Stylify’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Stylify in accordance with the terms of this Section 17 “Dispute Resolution” as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

**(g)** Severability. With the exception of any of the provisions in Section 17(e) of these Terms (“Class Action Waiver”), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

## **18. General Terms.**

**(a)** Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Stylify and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Stylify and you regarding the Services and Content. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Stylify’s prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Stylify may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

**(b)** Notices. Any notices or other communications provided by Stylify under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

**(c)** Waiver of Rights. Stylify’s failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Stylify. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

**19. Contact Information.** If you have any questions about these Terms or the Services, please contact Stylify at hello@stylifyfashion.com.