

Andie Sobrato, LLC

Terms of Service

(last updated February 2, 2021)

Andie Sobrato, LLC, a California limited liability corporation (“we,” “us,” “our” or the “Company”), provides personal styling, wardrobe editing and related services. Our online platform consists of our website, www.andiesobrato.com (the “Site”) and all services available through our Site, and related services, referred to here as the (“Services”). You (the “user” or “you”) shall use the Services subject to these Terms of Service (the “Terms of Service” or the “Agreement”). The Services are the property of the Company and our licensors.

By visiting the Site and/or or using the Services, you are agreeing to be bound by the Terms of Service. If you do not agree, do not use any of the Services.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

This is a legal agreement between you and us for use of any of the Services. This Agreement applies to you, whether personally or on behalf of an entity, whether you visit the Site or use any Services. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between you and us is intended or created by this Agreement.

Your use of the Services indicates your explicit consent that the personal information you have provided through the Services is subject to our Privacy Policy, the terms of which are incorporated herein by reference. Please review our Privacy Policy to understand our practices.

If you access the Site from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

LIMITED LICENSE

Subject to the terms of this Agreement, we grant to you, during the term of this Agreement, a limited, non-exclusive, non-transferable and revocable license to access and use the Services.

The information accessed through our Services is not intended for viewing to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, individuals who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

We retain the right to refuse any and all current or future use of the Services, for any reason at any time. Without limiting other remedies, we may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your access and/or refuse to provide the access to the Services to you if you breach any of these Terms of Service, we are unable

to verify or authenticate any information you provide to us to create your account, or if we believe that your actions are impermissible, inappropriate or may create liability for us.

ACCOUNT

You may be required to register to use our Services. If we collect any personal data, the collection of this shall be governed by our Privacy Policy. We intend to securely store your information for a limited period of three (3) years from the date of its receipt. If you sign up with a password, you agree not to disclose or share your password with any third party or use your password for any unauthorized purpose. You are responsible for maintaining the confidentiality of your information and password. You shall be responsible for all uses of your registration, whether or not authorized by you. You agree to immediately notify us of any unauthorized use of your registration or password. We strongly recommend that you change your password on a periodic basis and whenever you suspect that knowledge of the password has been compromised. We assume no liability for any access to information that is accessed with your account information. You are solely responsible for protecting the privacy of your account and password, and you agree to accept all responsibility for activities that occur under your account or password.

By accessing the Services, you represent and warrant that:

- a) all information you submit will be true, accurate, current, and complete;
- b) you have the legal capacity and you agree to comply with these Terms of Service;
- c) you are not under the age of 18 and you are not a minor in the jurisdiction in which you reside, or if you are under the age of 18 or are a minor, you have received parental permission to use the Services;
- d) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise;
- e) you will not use the Services for any illegal or unauthorized purpose; and
- f) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete or if you use the Services in an impermissible manner, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

If you provide us with any feedback (including through any contact information available on the Site or public forums) concerning the Services, you also grant us and our successors a worldwide, non-exclusive, royalty-free, perpetual and transferable license to use, copy, distribute, transmit, modify, prepare derivative works of such feedback, in any media format and through any media channels, including incorporating such feedback on the Services.

PROHIBITED ACTIVITIES

You may not access or use our Services for any purpose other than that for which we make the Services available. As a user of the Services, you agree not to:

- a) circumvent, disable, or otherwise interfere with security-related features of the Site, including enforcing limitations on the use of the Site;
- b) engage in unauthorized framing of or linking to the Site;
- c) trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- d) make improper use of our support services or submit false reports of abuse or misconduct;

- e) engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- f) interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site;
- g) attempt to impersonate another user or person or use the username of another user;
- h) sell or otherwise transfer your profile;
- i) use any information obtained from the Site in order to harass, abuse, or harm another person;
- j) use the Site as part of any effort to compete with us;
- k) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site that is not already made public by us;
- l) attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site;
- m) harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you;
- n) delete, or attempt to delete, the copyright or other proprietary rights notice from any of our content;
- o) upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site;
- p) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms");
- q) except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software;
- r) disparage, tarnish, or otherwise harm, in our opinion, us and/or our Services, and use our Services in a manner inconsistent with any applicable laws or regulations.

YOUR CONTENT

If you provide any content to the Site, including your background, information, images, videos, audio files, blogs, documents or any other content (the "Content"), you grant us and our successors and assign, unrestricted, unlimited, worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and transferable license to host, use, copy, distribute, transmit, modify, prepare derivative works of such Content for any purpose, commercial or otherwise. Additionally, you may also provide links to your social media accounts which will constitute your Content. You are solely responsible for your own Content and the consequences of posting or publishing it. You represent and warrant that you own or have the necessary licenses, rights, consents and permissions to your Content including the right to authorize us to use the Content in the manner contemplated by the Services and these Terms of Service. However, we have the right at our sole discretion to remove any Content that, in our judgment, does not comply with these Terms of Service and any other rules of user conduct for the Services, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing any such Content. You hereby consent to such removal and waive any claim against us arising out of such removal of any Content, whether it is your own or another user's.

With respect to your Content, you hereby represent and warrant that:

- a) the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Content do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party;
- b) you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to view your Content in any manner contemplated by the Site and these Terms of Service;
- c) your Content is not false, inaccurate, or misleading;
- d) your Content is not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us);
- e) your Content does not ridicule, mock, disparage, intimidate, or abuse anyone;
- f) your Content does not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another;
- g) your Content does not violate any applicable law, regulation, or rule;
- h) your Content does not violate the privacy or publicity rights of any third party;
- i) your Content does not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner;
- j) your Content does not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
- k) your Content does not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap; and
- l) your Content does not otherwise violate, or link to material that violates, any provision of these Terms, or any applicable law or regulation.

Any information or Content posted to the Site by you is the sole responsibility of the person from whom such Content originated, and you access all such information and Content at your own risk, and we are not liable for any errors or omissions in that information or Content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with access to the Services and are not responsible for which users gain access to the Services. Any use of the Services in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use our Services.

ELIGIBILITY TO USE SERVICES

THE SITE AND SERVICES ARE NOT AVAILABLE TO ANY PERSONS UNDER THE AGE OF 18. By using the Services, you affirm (a) that you are at least 18 years of age; (b) any information you provide to us is accurate and truthful and you will maintain the accuracy of such information; (c) you are legally permitted to use and access the Services and take full responsibility for your access, selection and use of the Services; (d) your use of the Services does not violate any applicable law or regulation; and (e) you will maintain accurate information with us.

YOUR RIGHTS AND RESPONSIBILITIES

You are responsible for using the Site responsibly, providing accurate information to us about yourself, and to inform us if and when that information changes. We cannot be responsible for incomplete and/or inaccurate information. You agree that under no circumstances may you impersonate another individual or represent that you are any

individual or entity different from your actual identity. We will restrict any users who knowingly impersonate others.

INTERACTION WITH THIRD PARTIES

The Services may contain links to third party websites or links that are not owned or controlled by us. You hereby represent and warrant that you have read and agree to be bound by all applicable policies of any third-party website relating to your use of the services and that you will act in accordance with those policies, in addition to your obligations under this Agreement. If you provide us with your payment information, you are subject to the Privacy Policy of our payment processor. We have no control over, and assume no responsibility for, the content, accuracy, privacy policies, or practices of, or opinions expressed in any third-party websites. In addition, we will not and cannot monitor, verify, censor or edit the content of any third-party site. By using the Services, you expressly relieve and hold us harmless from any and all liability arising from your use of any third-party and/or their website.

ADVERTISERS

The Site may contain advertisements. The inclusion of advertisements on the Site does not imply endorsement of the advertised products or services. We shall not be responsible for any loss or damage of any kind incurred as a result of the presence of such advertisements on the Site. Further, we shall not be responsible or liable for the statements or conduct of any third-party advertisers appearing on the Site. You shall be solely responsible for any correspondence or transactions you have with any third-party advertisers.

OWNERSHIP

All right, title, and interest in and to the Services, and all material, images and/or text available on or through the Site (including, without limitation, text, graphics, logos, button icons, images, blog posts, audio clips and software), are and will remain our exclusive property and that of our licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms of Service gives you a right to use our name or any of our trademarks, logos, domain names, software, and other distinctive brand features. You acknowledge that the ownership in any intellectual property rights (including, for the avoidance of doubt, patents, copyright, rights in databases and software, trademarks and trade names whether registered or unregistered and subsisting anywhere in the world) in the Services belongs to us or our third-party licensors. Such intellectual property laws generally prohibit the unauthorized reproduction, distribution or exhibition of all text, photographic and graphic (art and electronic) images, music, sound samplings and other protected materials. The violation of applicable intellectual property laws may give rise to civil and/or criminal penalties.

PROMOTIONS AND GIVEAWAYS

From time to time, we may offer certain promotions or giveaways on behalf of third parties. Each such promotion or giveaway will have its own rules that will disclose what information is gathered, how that information is used, and who that information shared with. We encourage you to review such information prior to engaging with each such promotion or giveaway.

TERM AND TERMINATION

THESE TERMS SHALL REMAIN IN FULL FORCE AND EFFECT WHILE YOU USE THE SERVICES. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF SERVICE,

WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OF THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION. Upon any breach by you of this Agreement, we may pursue, in our sole discretion, all of our legal remedies, including but not limited to termination of your account and your ability to access this Services. You agree that any termination of your access to the Services may be affected without prior notice, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and material in your account and/or bar any further access to such information or to the Services. Further, you agree that we are not liable to you or any third party for any termination of your access to the Services.

DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO OUR WEBSITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE.

LIMITATION OF LIABILITY

IN NO EVENT WILL WE, OR OUR DIRECTORS, EMPLOYEES, OFFICERS OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES OR USE OF ANY THIRD PARTY SERVICES THROUGH OUR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR ANY SERVICES SUBSCRIBED BY YOU DIRECTLY FROM US. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS AS LIMITED BY APPLICABLE LAW.

INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to hold harmless and indemnify us and our employees, officers, agents, or other partners, from and against any third party claim arising from or in any way related to your use of the Services, including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature including physical or monetary harm or civil or criminal claims arising out of (1) use of the Site; (2) breach of these Terms of Service; (3) any breach of your representations and warranties set forth in these Terms of Service; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We shall make good faith efforts to provide you with written notice of such claim, suit or action. In addition, you expressly waive and relinquish any and all rights and benefits which you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you.

You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Terms of Service will be construed to obligate us to maintain and support the Site to supply any corrections, updates, or releases in connection therewith.

SITE MANAGEMENT

We reserve the right, but not the obligation, to:

- a) monitor the Services for violations of these Terms of Service;
- b) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Service, including without limitation, reporting such user to law enforcement authorities;
- c) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Content or any portion thereof;
- d) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

GENERAL PROVISIONS

When you provide information to us via our Site or send e-mails to us, you are communicating with us electronically. By providing information on our Site, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

If any provision of this Agreement is unenforceable, that provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

If you are outside the United States, the laws of your country may be different from those of California and the United States in numerous respects. There is no practical way for us to monitor the laws of every country in detail. You accept sole responsibility for the legality of your actions under laws applying to you.

This Agreement will be governed by and construed in accordance with the laws of the State of California. By using the Services, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in northern California. You agree that any dispute, claim, or controversy between you and us arising in connection with or relating in any way to this Agreement or to your relationship with us as a user of the Service (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of the Agreements) will be determined by mandatory binding individual arbitration. The arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the Arbitration Agreement or to the arbitrability of any claim or counterclaim. Arbitration shall be held in accordance with the rules of the American Arbitration Association. This arbitration provision will survive termination of the Agreement.

This Agreement is void where prohibited by law, and the right to access and use the Services is revoked in such jurisdictions.

This Agreement, together with our Privacy Policy available at [\[Insert link\]](#), constitute the entire agreement between you and us and governs your use of the Services, superseding any prior agreements or contemporaneous agreements between you and us. Please review our Privacy Policy carefully.

Supplemental terms and conditions or documents that are currently available (such as the FAQs) or may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to change, modify, add or remove portions of this Agreement, at any time. It is your responsibility to check this Agreement periodically for changes. The latest version of this Agreement supersedes any previous versions of this Agreement. Your continued use of the Services following the posting of changes will mean that you accept and agree to the changes. If you do not agree to the new terms, please stop using the Services.

Questions about the Terms of Service should be sent to [\[Insert email ID\]](#).