

**Stylecard  
Terms of Service**

**Last Updated Date: September 1, 2024**

Welcome to Stylecard! Our platform delivers real-time, personalized search results and fit ratings of clothing (“**Clothing**”) from third-party brands, retailers, merchants and other partners (“**Third-Party Retailers**”) based on a shopper’s (“**Shopper’s**”) body measurements and the fit style preferences.

THIS TERMS OF SERVICE AGREEMENT (“**TERMS OF SERVICE**”) IS A LEGAL CONTRACT BETWEEN YOU (“**USER**”) AND THE SIZING COMPANY, INC D/B/A STYLECARD (“**STYLECARD**,” “**WE**,” “**US**” OR “**OUR**”). THIS WEBSITE AND ANY OTHER WEBSITES OF STYLECARD, ITS AFFILIATES OR AGENTS ON WHICH A LINK TO THESE TERMS OF SERVICE APPEAR (COLLECTIVELY, THE “**WEBSITE**”) AND THE INFORMATION ON IT ARE CONTROLLED BY STYLECARD. THESE TERMS OF SERVICE GOVERNS YOUR USE OF THE WEBSITE, ANY PLUG-IN /BROWER EXTENSION (“**PLUG-IN**”), AND THE SERVICES, INFORMATION AND CONTENT, AVAILABLE OR ENABLED VIA THE WEBSITE (COLLECTIVELY, WITH THE WEBSITE AND PLUG-IN, THE “**SERVICES**”). BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, DOWNLOADING THE PLUG-IN, OR ACCESSING OR USING ANY OF THE SERVICES, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT PERSONALLY OR ON BEHALF OF THE INDIVIDUAL OR ENTITY NAMED AS THE USER AT THE TIME OF REGISTRATION; AND (3) YOU ARE AT LEAST 18 YEARS OF AGE (OR HAVE REACHED THE AGE OF MAJORITY IF THAT IS NOT 18 YEARS OF AGE WHERE YOU LIVE) OR THAT YOU HAVE REVIEWED THIS AGREEMENT WITH YOUR PARENT OR LEGAL GUARDIAN AND HE OR SHE AGREES TO THIS AGREEMENT ON YOUR BEHALF AND TAKES FULL RESPONSIBILITY FOR YOUR COMPLIANCE WITH THEM. YOU AGREE THAT YOU (AND YOUR PARENT OR GUARDIAN) ARE FULLY ABLE AND COMPETENT TO ENTER INTO AND COMPLY WITH THIS AGREEMENT. IF YOU ARE UNDER 18 YEARS OF AGE, YOU UNDERSTAND THAT YOU CANNOT LATER VOID THIS AGREEMENT WITH STYLECARD AS A MINOR WITHOUT LOSING ACCESS TO YOUR ACCOUNT (AS DEFINED IN SECTION 3.1) AND THE SERVICES, AND YOUR PARENTS ARE RESPONSIBLE FOR YOUR ACTIONS AND ANY OBLIGATIONS YOU HAVE INCURRED WHILE ENJOYING THE BENEFITS OF ACCESS TO THE FEATURES AND FUNCTIONS OF THE SERVICES AS IF YOU WERE AN ADULT.. THE TERM “**YOU**” OR “**USER**” REFERS TO THE INDIVIDUAL OR ENTITY, AS APPLICABLE IDENTIFIED AS THE USER DURING REGISTRATION FOR THE SERVICES. UNLESS OTHERWISE SPECIFIED, INCLUDING SHOPPERS. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THIS WEBSITE, PLUG-IN OR THE SERVICES.**

**SECTION 16 OF THESE TERMS OF SERVICE INCLUDES A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS, AND REQUIRES BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THE TERMS OF USE LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

Your use of, and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in the Terms of Service or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Service are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Service and any applicable Supplemental Terms are referred to herein as the “**Terms**.”

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY STYLECARD IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Stylecard will make a new copy of the Terms of Service available at the Website, and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website. We will also update the “Last Updated” date at the top of the Terms of Service. If we make material changes to the Terms, we may (and, where required by law, will) also provide notification of changes in another way that we believe is reasonably likely to reach you, such as via e-mail if you have an Account or another manner through the Services (which may include posting an announcement on our Website). Stylecard may require you to provide consent to the updated Terms in a specified manner before further use of the Website and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you agree to stop using the Website and the Services.

Otherwise, your continued use of the Website or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

## 1. How the Services Work.

### 1.1 Clothing Recommendations.

(a) As part of the Services, you can input and submit certain information related to your style preferences, including information related to your current body measurements, fit style preferences, reviews from previous purchases, and any other related information (collectively, “**Inputs**”) into the Services. Based on the Inputs, the Services will provide certain Clothing recommendations (the “**Clothing Recommendations**”), and such Clothing Recommendations may be provided, in whole or in part, based on certain artificial intelligence tools and functionalities. We endeavor to fulfill your requests for Clothing Recommendations through the Services; however, we may not have Clothing included in the Services that perfectly suit your color, type or personal style. In this situation, based on your Inputs, we will select and suggest the most suitable and relevant Clothing Recommendations that are closest to your style.

(b) The Clothing Recommendation insights generated and returned by Service (“**Outputs**”) are based on the Inputs and certain information provided by Third-Party Retailers (the “**Third-Party Retailer Data**”). Given the: (i) probabilistic nature of machine learning and AI, and (ii) use of Third-Party Retailer Data that may not be accurate or complete, use of our Service may in some situations result in incorrect or inaccurate Clothing Recommendations. Stylecard does not guaranty accuracy of any Output generated by the Services, and Shopper shall independently evaluate the Output, and shall not rely on Stylecard to do so.

1.2 Clothing Purchases via Third-Party Retailer Websites. The price of the Clothing Recommendations provided through the Services is regulated by the Third-Party Retailer, and can vary in different stores. If Shopper would like to buy any of the Clothing Recommendations, Stylecard will refer the Shopper to the Third-Party Retailer at the Third-Party Retailer’s website (the “**Third-Party Retailer Website**”) to complete the purchase of any Clothing Recommendations generated by the Output. The Third-Party Retailer terms and conditions apply to any purchases of Clothing through the Third-Party Retailer Website, including with respect to any return policies and shipping costs. Stylecard may receive compensation for the referral of Shoppers to the Third-Party Retailers.

2. **Use of the Services and Stylecard Properties.** The Website, the Plug-In, the Services, and the information and content available on the Website, the Plug-In and the Services (collectively, the “**Stylecard Properties**”) are protected by copyright laws throughout the world. Subject to the Terms, Stylecard grants you a limited license to reproduce portions of the Stylecard Properties for the sole purpose of using the Services for your personal and/or professional purposes. Unless otherwise specified by Stylecard in a separate license, your right to use any Stylecard Properties is subject to the Terms.

2.1 Updates. You understand that the Stylecard Properties are evolving. You acknowledge and agree that Stylecard may update the Stylecard Properties with or without notifying you. You may need to update third-party software from time to time in order to receive the Services or use the Stylecard Properties.

2.2 Certain Restrictions. The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Stylecard Properties or any portion of the Stylecard Properties, including the Website, (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Stylecard Properties (including images, text, page layout or form) of Stylecard; (c) you shall not use any metatags or other “hidden text” using Stylecard’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Stylecard Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access the Stylecard Properties in order to build a similar or competitive website or service; (g) except as expressly stated herein, no part of the Stylecard Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Stylecard Properties. Any future release, update or other addition to the Stylecard Properties shall be subject to the Terms.

Stylecard, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Stylecard Properties terminates the licenses granted by Stylecard pursuant to the Terms.

**2.3 Third-Party Materials.** As a part of the Stylecard Properties, you may have access to materials that are hosted by another party, including the Clothing. You agree that it is impossible for Stylecard to monitor such materials and that you access these materials at your own risk.

### 3. Registration.

**3.1 Registering Your Account.** In order to access certain features of the Stylecard Properties you may be required to become a Registered User. For purposes of the Terms, a “Registered User” is a User who has registered a user account on the Website (“Account”).

**3.2 Registration Data.** In registering for the Services, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the Services’ registration form (the “Registration Data”); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least sixteen (16) years old; (2) of legal age to form a binding contract or that you have reviewed these Terms with your parent or legal guardian and he or she agrees to the Terms on your behalf; and (3) not a person barred from using Stylecard Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of Stylecard Properties by minors. You may not share your Account or password with anyone, and you agree to (1) notify Stylecard immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Stylecard has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Stylecard has the right to suspend or terminate your Account and refuse any and all current or future use of Stylecard Properties (or any portion thereof). You agree not to create an Account or use Stylecard Properties if you have been previously removed by Stylecard, or if you have been previously banned from any of Stylecard Properties.

### 4. Responsibility for Content.

**4.1 Types of Content.** You acknowledge that all data, text, software, sounds, photographs, graphics, videos, messages, tags and/or other materials (collectively, “Content”), including the Stylecard Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not Stylecard, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise share or make available (“Make Available”) through the Stylecard Properties, including the Inputs (“Your Content”), and that you and other Users of the Stylecard Properties, and not Stylecard, are similarly responsible for all Content they Make Available through the Stylecard Properties (“User Content”). The use of Your Content by Stylecard will be subject to the terms of our Privacy Policy located at: [<https://www.gostylecard.com/privacy-policy>].

**4.2 No Obligation to Pre-Screen Content.** You acknowledge that Stylecard has no obligation to pre-screen Content (including, but not limited to, User Content and Third-Party Retailer Data), although Stylecard reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation messages that you send using the Services. In the event that Stylecard pre-screens, refuses or removes any Content, you acknowledge that Stylecard will do so for Stylecard’s benefit, not yours. Without limiting the foregoing, Stylecard shall have the right to remove any Content that violates the Terms or is otherwise objectionable.

**5. Fees.** Some of the Services may be paid, if for example, we offer you a subscription or a one-time purchase. If applicable, you agree to pay all fees or charges to your Account, if any, in accordance with the applicable fees, charges, and billing terms in effect at the time a fee or charge is due and payable. By providing Stylecard with your payment card number and associated payment information, you agree that we are authorized to immediately invoice your Account for all fees and charges due and payable to Stylecard hereunder and that no additional consent is required. You agree to immediately notify us of any change in your billing address or payment card used for payment hereunder. We reserve the right at any time to change our prices and billing methods, either immediately upon posting on the Website or by e-mail delivery to you. All fees are non-refundable.

## 6. Ownership.

**6.1 Stylecard Properties.** Except with respect to Your Content and User Content, you agree that Stylecard and its suppliers own all rights, title and interest in the Stylecard Properties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website, the Services, or the Stylecard Properties.

**6.2 Trademarks.**  **STYLECARD** and other related graphics, logos, service marks and trade names used on or in connection with the Stylecard Properties are the trademarks of Stylecard and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Stylecard Properties are the property of their respective owners.

**6.3 Other Content.** Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on or in the Stylecard Properties.

**6.4 Your Content.** Stylecard does not claim ownership of Your Content, provided that, the Stylecard or its affiliates and their respective licensors own and will continue to own the Stylecard Properties and any and all other software or technology that was used to generate any Output. However, when you as a User post or publish Your Content on or in the Stylecard Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

**6.5 License to Your Content.** Subject to any applicable account settings that you select, you grant Stylecard a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Your Content (in whole or in part), in any medium or manner, now known or hereafter devised, for the purposes of operating and providing the Stylecard Properties to you and to our other Users and for any other lawful business purpose, including providing Your Content to third parties. Please remember that other Users may search for, see, use, modify and reproduce any of Your Content that you submit to any "public" area of the Stylecard Properties. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Stylecard, are responsible for all of Your Content that you Make Available on or in the Stylecard Properties.

**6.6 Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to Stylecard through its suggestion, feedback, wiki, forum or similar pages ("**Feedback**") is at your own risk and that Stylecard has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Stylecard a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Stylecard Properties.

### **6.7 Reviews.**

**(a)** We may provide you areas on the Services to leave reviews or ratings related to any Clothing Recommendations (each, a "**Review**"). When posting a Review, you must comply with the following criteria: (i) you should have firsthand experience with the entity being reviewed; (ii) your Reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (iii) your Reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (iv) your Reviews should not contain references to illegal activity; (v) you should not be affiliated with competitors if posting negative Reviews; (vi) you should not make any conclusions as to the legality of conduct; (vii) you may not post any false or misleading statements; and (viii) you may not organize a campaign encouraging others to post Reviews, whether positive or negative.

(b) The Reviews are not the opinion of Stylecard and have not been verified by Stylecard. Each User should undertake his or her own research to be satisfied concerning any specific Review. You agree that Stylecard is not liable for such User Content. Stylecard shall have the right, but not the obligation to monitor or review any Reviews at any time. Stylecard reserves the right to refuse to post or remove any material submitted or posted in any Review. Notwithstanding the foregoing, you acknowledge that Stylecard is under no obligation to edit or modify any information available in any Reviews or decide any dispute or disagreement between the posters and shall have no liability to you for any Content posted in a Review. Stylecard does not assume liability for Reviews or for any claims for economic loss resulting from such ratings and Reviews.

## 7. User Conduct

**7.1 General.** While using or accessing the Stylecard Properties you agree that you will not, under any circumstances:

(a) Breach or circumvent any laws, third party rights or our systems, policies, or determinations of your Account status;

(b) Interfere with or damage Stylecard Properties, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology;

(c) Post false, inaccurate, misleading, defamatory or libelous content;

(d) Take any action that may undermine our feedback or ratings systems;

(e) Bypass our robot exclusion headers, interfere with the working of the Stylecard Properties, or impose an unreasonable or disproportionately large load on our infrastructure;

(f) Upload, post, e-mail, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

(g) Use the Stylecard Properties to collect, harvest, transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers; or

(h) Make Available any Content that (i) is unlawful, tortious, defamatory, vulgar, obscene, libelous, or racially, ethnically or otherwise objectionable; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening, or promotes violence or actions that are threatening to any other person; (v) promotes illegal or harmful activities; or (vi) infringes a third party's intellectual property or privacy or other proprietary right.

**7.2 Investigations.** Stylecard may, but is not obligated to, monitor or review the Stylecard Properties and Content at any time. Without limiting the foregoing, Stylecard shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Terms or any applicable law. Although Stylecard does not generally monitor user activity occurring in connection with the Stylecard Properties or Content, if Stylecard becomes aware of any possible violations by you of any provision of the Terms, Stylecard reserves the right to investigate such violations, and Stylecard may, at its sole discretion, immediately terminate your license to use the Stylecard Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

**8. Interactions with Other Users.** You are solely responsible for your interactions with other Users of the Stylecard Properties and any other parties with whom you interact through the Stylecard Properties; provided, however, that Stylecard reserves the right, but has no obligation, to intercede in such disputes.

**8.1 Third-Party Services & Ads.** The Stylecard Properties may contain links and/or integrate with third-party websites and/or services, including Third-Party Retailers ("**Third-Party Services**") and advertisements for third parties ("**Third-Party Ads**") (collectively, "**Third-Party Services & Ads**"). When you click on a link to or otherwise access a Third-Party Service or a Third-Party Ad, we will not warn you that you have left the Stylecard Properties and

are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Services are not under the control of Stylecard. Stylecard is not responsible for any Third-Party Services & Ads. Stylecard provides these Third-Party Services & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services & Ads, or their products or services. You use Third-Party Services & Ads at your own risk. When you leave our Website, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Services, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third-party, including with respect to purchases of Clothing Recommendations with Third-Party Retailers through the Third-Party Retailer Website.

**8.2 Relationship of the Parties.** Any agreements created between a Shopper and a Third-Party Retailer are not binding on us. We are not liable for, or obligated to enforce, any agreements between a Shopper and a Third-Party Retailer. You will not consider Stylecard, nor will Stylecard be construed as, a party to such transactions, whether or not Stylecard receives some form of remuneration in connection with the transaction, and Stylecard will not be liable for any costs or damages arising out of or related to such transaction. No contractual obligations are created with us with respect to such transactions or agreements, and in the event that you have a dispute with one or more Third-Party Retailer, you release Stylecard (and our officers, directors, agents, investors, subsidiaries, and employees) from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

**9. Indemnification.** You agree to indemnify and hold Stylecard, its parents, subsidiaries, affiliates, officers, employees, agents and licensors (collectively the “**Stylecard Parties**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) Your Content, including Inputs; (b) your use of, or inability to use, the Stylecard Properties; (c) your violation of the Terms; (d) your violation of any rights of another party, including any User; or (e) your violation of any applicable laws, rules or regulations. Stylecard reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Stylecard in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, the Terms, or your access to the Stylecard Properties.

**10. Disclaimer of Warranties.**

**10.1 As Is.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE STYLECARD PROPERTIES IS AT YOUR SOLE RISK, AND THE STYLECARD PROPERTIES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. STYLECARD PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**(a)** STYLECARD PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE STYLECARD PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE STYLECARD PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE STYLECARD PROPERTIES WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE STYLECARD PROPERTIES WILL BE CORRECTED.

**(b)** ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE STYLECARD PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE STYLECARD PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

**(c)** STYLECARD PARTIES TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES, INCLUDING ANY OUTPUT.

**(d)** THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. STYLECARD MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

(e) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM STYLECARD OR THROUGH THE STYLECARD PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(f) FROM TIME TO TIME, STYLECARD MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT STYLECARD'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

**10.2 No Liability for Conduct of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT STYLECARD PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD STYLECARD PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING THIRD-PARTY RETAILERS AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

**10.3 No Liability for Conduct of Other Users.** YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE STYLECARD PROPERTIES. YOU UNDERSTAND THAT STYLECARD DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE STYLECARD PROPERTIES. STYLECARD MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE STYLECARD PROPERTIES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE STYLECARD PROPERTIES. WHILE WE MAY HELP FACILITATE THE RESOLUTION OF DISPUTES AMONG USERS THROUGH VARIOUS PROGRAMS, WE HAVE NO CONTROL OVER AND DO NOT GUARANTEE THE QUALITY, SAFETY OR LEGALITY OF TRANSACTIONS OF ANY CLOTHING RECOMMENDATIONS THROUGH THE THIRD-PARTY RETAILER WEBSITES, THE TRUTH OR ACCURACY OF ANY INFORMATION RELATED TO THE CLOTHING RECOMMENDATIONS PROVIDED BY THE THIRD-PARTY RETAILER, OR THE ABILITY OF SHOPPERS TO INITIATE TRANSACTIONS WITH THIRD-PARTY RETAILERS.

## **11. Limitation of Liability.**

**11.1 Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL STYLECARD PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE STYLECARD PROPERTIES FOR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT STYLECARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE STYLECARD PROPERTIES OR THIRD PARTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE THE STYLECARD PROPERTIES; (2) ANY DEALS OFFERED THROUGH THE SERVICES; (3) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE STYLECARD PROPERTIES; (4) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (5) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON STYLECARD PROPERTIES; OR (6) ANY OTHER MATTER RELATED TO THE STYLECARD PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

**11.2 Cap on Liability.** UNDER NO CIRCUMSTANCES WILL STYLECARD PARTIES BE LIABLE TO YOU FOR MORE THAN ONE HUNDRED DOLLARS (\$100).

**11.3 Exclusion of Damages.** CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**11.4 User Content.** STYLECARD PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

**11.5 Basis of the Bargain.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN STYLECARD AND YOU.

**12. Procedure for Making Claims of Copyright Infringement.** It is Stylecard's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to Stylecard by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on Stylecard Properties in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on Stylecard Properties of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written 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 (6) 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. Contact information for Stylecard's Copyright Agent for notice of claims of copyright infringement is as follows: Attn: Stylecard Copyright Agent-618 E 19th Street, Northampton, PA 18067.

**13. Termination.**

**13.1 Termination of Services by Us.** We may terminate and/or suspend the Services, your Account and/or these Terms for any reason, including in the event you breach any terms herein, or if required to do so by applicable law.

**13.2 Termination of Services by You.** If you want to terminate the Services provided by Stylecard, you may do so by (a) notifying Stylecard at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to Stylecard's address set forth below.

**13.3 Effect of Termination.** Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith, and that Stylecard will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

**14. Remedies.**

**14.1 Violations.** If Stylecard becomes aware of any possible violations by you of the Terms, Stylecard reserves the right to investigate such violations. If, as a result of the investigation, Stylecard believes that criminal activity has occurred, Stylecard reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Stylecard is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Stylecard Properties, including Your Content, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Terms; (3) respond to any claims that Your Content violates the rights of third parties; (4) respond to your requests for customer service; (5) protect the rights, property or personal safety of Stylecard, its Users or the public; or (6) in connection with all enforcement actions or investigations or other government officials, as Stylecard in its sole discretion believes to be necessary or appropriate.

**14.2 Breach.** In the event that Stylecard determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate for the Stylecard Properties, Stylecard reserves the right to:

- (a) Warn you via e-mail (to any e-mail address you have provided to Stylecard) that you have violated the Terms;
- (b) Delete any of Your Content provided by you or your agent(s) to the Stylecard Properties;
- (c) Discontinue your registration(s) with any of the Stylecard Properties, including the Services;



(d) Notify and/or send Content to, and/or fully cooperate with, the proper law enforcement authorities for further action; and/or

(e) Pursue any other action which Stylecard deems to be appropriate.

**14.3 No Subsequent Registration.** If your registration(s) with or ability to access the Stylecard Properties is discontinued by Stylecard due to your violation of any portion of the Terms or for any other inappropriate conduct, as determined by Stylecard in its sole discretion, then you agree that you shall not attempt to re-register with or access the Stylecard Properties through use of a different member name or otherwise. In the event that you violate the immediately preceding sentence, Stylecard reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

**15. International Users.** This Website can be accessed from countries around the world and may contain references to Stylecard Properties and Content that are not available in your country. These references do not imply that Stylecard intends to announce such Stylecard Properties or Content in your country. The Stylecard Properties are controlled and offered by Stylecard from its facilities in the United States of America. Stylecard makes no representations that the Stylecard Properties are appropriate or available for use in other locations. Those who access or use the Stylecard Properties from other jurisdictions do so at their own volition and are responsible for compliance with local law.

**16. Arbitration Agreement.** Please read the following arbitration agreement in this Section ("**Arbitration Agreement**") carefully. It requires you to arbitrate disputes with Stylecard and limits the manner in which you can seek relief from us.

**16.1 Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Website, to any products sold or distributed through the Website, or to any aspect of your relationship with Stylecard, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or Stylecard may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the effective date of the Terms of Service or any prior version of the Terms of Service.**

**16.2 Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to The Sizing Company, Inc., 618 E 19th Street, Northampton, PA 18067. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**16.3 Authority of Arbitrator.** The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Stylecard. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Terms of Service (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

**16.4 Waiver of Jury Trial.** YOU AND STYLECARD HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Stylecard are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 16.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms of Service as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**16.5 Waiver of Class or Other Non-Individualized Relief.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then the claim must be severed from the arbitration and brought into the state or federal courts located in the Commonwealth of Pennsylvania. All other claims shall be arbitrated.

**16.6 30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to [hello@gostylecard.com](mailto:hello@gostylecard.com), within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Stylecard username (if any), the email address you used to set up your Stylecard account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms of Service will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

**16.7 Severability.** Except as provided in Section 16.5, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

**16.8 Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Stylecard.

**16.9 Modification.** Notwithstanding any provision in these Terms of Service to the contrary, we agree that if Stylecard makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Stylecard at the following address: The Sizing Company, Inc, 618 E 19th Street, Northampton, PA 18067.

## **17. General Provisions.**

**17.1 Electronic Communications.** The communications between you and Stylecard use electronic means, whether you visit the Stylecard Properties or send Stylecard e-mails, or whether Stylecard posts notices on the Stylecard Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Stylecard in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Stylecard provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

**17.2 Release.** You hereby release Stylecard Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the Stylecard Properties, including but not limited to, any interactions with or conduct of other Users or third-party websites or services of any kind arising in connection with or as a result of the Terms or your use of the Stylecard Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, 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."

**17.3 Assignment.** The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Stylecard's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

**17.4 Force Majeure.** Stylecard shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

**17.5 Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to the Stylecard Properties, please contact us at [hello@gostylecard.com](mailto:hello@gostylecard.com). We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

**17.6 Governing Law.** The Terms and any action related thereto will be governed and interpreted by and under the laws of the Commonwealth of Pennsylvania consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

**17.7 Notice.** Where Stylecard requires that you provide an e-mail address, you are responsible for providing Stylecard with your most current e-mail address. In the event that the last e-mail address you provided to Stylecard is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, Stylecard's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Stylecard at the following address: The Sizing Company, Inc. Attn: Legal: 618 E 19th Street, Northampton, PA 18067. Such notice shall be deemed given when received by Stylecard by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail at the above address.

**17.8 Waiver.** Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**17.9 Severability.** If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**17.10 Export Control.** You may not use, export, import, or transfer the Stylecard Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Stylecard Properties, and any other applicable laws. In particular, but without limitation, the Stylecard Properties may not be exported or re-exported (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Stylecard Properties, 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 also will not use the Stylecard Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Stylecard are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Stylecard products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

**17.11 Consumer Complaints.** In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

**17.12 Entire Agreement.** The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.