

Terms of Service

Updated: October 13, 2022

Styletyx Inc. (“Styletyx” “we,” “us,” “our”) owns and operates the Styletyx shopping networks through <https://styletyx.com/> and related mobile and software applications (the “Services”).

By enrolling in or otherwise accessing or using any of our Services, you agree to be bound by these terms and conditions (the "Terms of Service"), and Styletyx's privacy policy located at styletyx.com/docs/privacy.pdf (“Privacy Policy”) which are incorporated herein by reference (together, the “Agreement”). Your use of the Services is expressly conditioned upon your assent to all of the terms and conditions of this Agreement, including the arbitration clause and class action waiver described in Section 19 below to resolve any disputes with Styletyx (except for matters that may be taken to small-claims court). If you do not agree to any of these terms and conditions, then please do not use our Services.

You also agree to the mandatory individual arbitration and class action/jury trial waiver provisions described fully in Section 20 below, to resolve any disputes with Styletyx (except for matters that may be taken to small-claims court).

Styletyx reserves the right, in its sole discretion, to modify the Terms of Service at any time by providing you with a notice on the Styletyx website, or by sending you a notice via email. You shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Service by you following such notice constitutes your acceptance of the terms and conditions of the Terms of Service as modified. If you do not agree to the new terms, you should stop using the Services. You can also terminate your relationship with us at any time by closing your Account.

1. OVERVIEW

Styletyx receives compensation for referring buyers to the retailers, brands, merchants, and other partners participating in the Services (“Retailers”). Compensation received by Styletyx may play a part in whether Retailers and products appear on our Services, where they are placed, and how we promote them to you. The Services provided at the sole discretion of Styletyx and subject to your compliance with this Agreement. The Services, and their Contents are intended solely for your personal, non-commercial use (except as specifically and expressly agreed in writing by Styletyx in connection with a specific feature of the Service only) and may only be used in accordance with the terms of this Agreement.

2. AGE OF USERS

You may use the Services only if you are at least 13 years of age. We do not knowingly market or sell products for purchase by children. You may only buy items from Styletyx if you are legally capable of forming a binding contract with Styletyx (or if you are under 18 years old, but over 13 years old, with the consent and involvement of a parent or guardian) and are able to abide by and comply with these Terms, and are not a person barred from receiving the Services under the laws of the United States or any other applicable jurisdiction. You may use the Services only in

compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

3. SERVICES

ACCOUNT

Styletyx may offer you the ability to create a Styletyx account (“Account”) by registering and selecting a password and username to use certain Services. You are also able to add basic information such as your gender and clothing sizes, so we can tailor product recommendations to you. All personal details disclosed by you on the Services will be collected and processed in accordance with our Privacy Policy. Creating an Account will enable you to receive personalized sale alerts and shop exclusive offers based on information you provide, including favorite Retailers, products and searches you save. You may not select or use the Account belonging to another person. Each individual person is limited to one Account. You shall provide Styletyx with accurate, complete, and updated registration information. Any failure to comply with this provision may result in immediate termination of your account. Styletyx reserves the right to refuse registration of, or cancel a Styletyx Account in its discretion.

4. ACCOUNT MAINTENANCE

Updating Your Account. You agree to keep your Account information current, complete and accurate by periodically updating such information. You must be logged into your Account and enter your password to change your Account information. You will maintain the confidentiality of your Account information, including username and password by which you access the Services. Any use of your username and password will be deemed to be your use, and Styletyx is entitled to act on instructions received under your password. If there is a breach of security through your Account, you will immediately change your password and notify us of such breach. You agree that, unless you have first notified us immediately of any such breach, we should assume that any instruction transmitted using your username and password is yours and has been authorized by you, and we will have no obligation to inquire into the propriety of such instruction.

Account Activity. You understand that you are solely responsible for all information submitted by you through the Services and that Styletyx will not be liable for any errors or omissions in any such information.

5. CONTENT

Copyrights. All materials displayed or performed on the Services, including, but not limited to text, photographs, images, illustrations video, and influencer images (collectively, “Content”), are protected by copyright. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and shall not use, copy reproduce, modify translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or other proprietary rights not owned by you, (i) without the express prior written consent of Styletyx or the respective owners, and (ii) in any way that violates any third party right. The Services are protected by copyright as collective works and/or compilations, pursuant to U.S. copyright laws, international conventions, and other intellectual property laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Agreement),

create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.

6. STYLETYX INTELLECTUAL PROPERTY AND LIMITED LICENSES

The technology and the software underlying our Services is the exclusive property of Styletyx. Subject to your compliance with this Agreement, Styletyx grants you a limited, non-exclusive, non-transferable, non-sublicenseable, revocable license to access and make personal and non-commercial use of the Services, and any software underlying our Services solely to use the Services, as provided by Styletyx in accordance with this Agreement. This license does not include any resale or commercial use of any Services or any Content. You shall not copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying our Services. You agree not to use modified versions of any software underlying our Service, including without limitation, for the purpose of obtaining unauthorized access to our sites or applications. You may not use any of our Services for any illegal purpose.

All rights in the product names, company names, trade names, logos, service marks, trade dress, slogans, product packaging, and designs of Styletyx, its affiliates, or third-party products or services, whether or not appearing with a trademark symbol, belong exclusively to Styletyx or their respective owners, and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws. You are prohibited from bidding on keywords containing “Styletyx” or other similar words or marks, including, but not limited to, misspellings thereof, for the purpose of driving traffic to your pages. The use or misuse of these trademarks or any materials containing the trademarks, except as permitted herein, is expressly prohibited, and nothing stated or implied on the Services confers on you any license or right under any patent or trademark of Styletyx, its affiliates, or any third party.

All rights not expressly granted under this Agreement are reserved by Styletyx.

7. YOUR REPRESENTATIONS AND WARRANTIES

You warrant, represent and agree that you will not use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, or rights of publicity or privacy, or other rights of any third party or misappropriate the trade secrets of any third party in connection with your use of the Services; (ii) violates any law, statute, rule, ordinance or regulation or otherwise constitutes manipulative or misleading activity; (iii) violates any other agreement you have with, or any obligations to, any third party; (iv) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (v) misrepresents the source or identity of any content; (vi) involves commercial activities and/or sales without Styletyx’s prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; (vii) uploads, installs, constitutes, or embeds malware, virus, worms, Trojan horses, or other harmful content or code; or (viii) impersonates, or falsely indicates an affiliation with, any person or entity, including, without limitation, any employee or representative of Styletyx.

8. RESTRICTIONS AND OTHER PROHIBITED ACTIVITIES

You agree that you will not, and will not permit others to: (i) damage, interfere with or unreasonably overload the Services; (ii) introduce any code intended to disrupt the Services; (iii) alter or delete any information, data, text, links, images, software, chat, communications and other Content of the Services; (iv) access the Services by expert system, electronic agent, “bot” or other automated means; (v) use scripts or disguised redirects to derive financial benefit from Styletyx; (vi) use the manual or automated software, devices, or other processes to “scrape”, “crawl” or “spider” or index any page or Content of the Services; (vii) modify, reverse engineer, reverse assemble, decompile, copy or otherwise derive the source code of the Services; (viii) rent, sell or sublicense any of the Services; (ix) provide any unauthorized third party with access to the Services; (ix) access or attempt to access confidential information through the Services; (x) interfere with the operation of the Services, including, but not limited to, distribution of unsolicited advertising or mail messages and propagation of computer worms and viruses; (xi) post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Styletyx user; (xii) use the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that are deemed threatening or obscene; and (xiii) remove, obscure, or alter any notices or links (e.g., links to Styletyx’s Privacy Policy and Terms of Service) on the Services or any of the features or tools or other Services.

9. INTERNATIONAL USE; EXPORT CONTROLS

Styletyx makes no representations that the Services are appropriate or available for use in other locations. Users who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with local laws. Software available in connection with the Services and the transmission of applicable data, if any, is subject to United States export control laws. No software may be downloaded from the Services or otherwise exported or re-exported in violation of the export control laws of the United States.

10. DISCLAIMER OF WARRANTIES

THE SERVICES AND CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE MAKE NO WARRANTY AS TO THE QUALITY, ACCURACY, CURRENTNESS, COMPLETENESS, RELIABILITY OR VALIDITY, INCLUDING, WITHOUT LIMITATION, ANY PRODUCT SEARCH RESULTS, PRODUCT DESCRIPTIONS, PRODUCT AVAILABILITY, PRICING INFORMATION ADVICE, OPINION, STATEMENT, RECOMMENDATIONS, OR OTHER INFORMATION DISPLAYED, UPLOADED, OR DISTRIBUTED IN CONNECTION WITH THE SERVICE. STYLETYX DOES NOT WARRANT THAT THE FUNCTIONALITY OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THEY WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FURTHER, STYLETYX DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE CONTENT, THE QUALITY OF, OR ACCURACY OF ADVERTISEMENTS OR OF ANY PRODUCTS OR SERVICES OFFERED OR PROVIDED BY ITS RETAILERS IN CONNECTION WITH THE SERVICES.

Without limiting the generality of the foregoing, Styletyx makes no representations or warranties regarding the accuracy of descriptions displayed anywhere on the Services, or regarding suggestions or recommendations of services or products offered or purchased through the Services (including, without limitation, the actual size, quality, color, texture, or results of use of such products or services). Styletyx displays suggested retail prices for goods offered on the Services based on pricing information provided by vendors, Retailers, and manufacturers, and we make no promises about the reliability or accuracy of any such information listed on the Styletyx website.

11. PRIVACY

For information regarding Styletyx's treatment of personal information, please review our current Privacy Policy styletyx.com/docs/privacy.pdf

12. ELECTRONIC COMMUNICATIONS

We may communicate with you regarding the Services by electronic communications or direct mail using the information you provide to us when you sign up for an Account, contact us through our support services, or provide us your email to receive marketing communications. We may send you periodic communications that are service related, such as information impacting your Account, as well as periodic shopping-related emails that highlight offers or promotions from Styletyx or Styletyx Retailers. Your consent to receive electronic communications includes any notices or other information that we may be required by law to provide you in writing or otherwise. You agree to keep us apprised of your current email address should the same change subsequent to the date you provide it to us. We may also send you push notifications if you install our mobile application. You may opt out of receiving certain communications in accordance with our Privacy Policy located at styletyx.com/docs/privacy.pdf

13. INDEMNITY

You agree to indemnify, defend, and hold Styletyx and its subsidiaries, affiliates, officers and employees, harmless from any claim or demand (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) made by any third party due to or arising out of your access to or use of the Services, the violation of this Agreement by you, or the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. You agree to cooperate fully as reasonably required in defense and/or settlement of any claim. We reserve the right, in our sole discretion, to assume exclusive control over the defense and/or settlement of any matter subject to indemnification by you.

14. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL STYLETYX OR ITS RETAILERS, SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE WITH RESPECT TO THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE LESSER OF THE FEES PAID BY YOU OR \$50; (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (III) FOR DATA LOSS, LOST PROFITS, LOSS OF

USE, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (IV) FOR ANY MATTER BEYOND STYLETYX'S REASONABLE CONTROL.

15. RETAILER POLICIES

A product purchased from any Retailer through the Services, is governed by and subject to the applicable Retailer policies, including applicable exchange and shipping policies. You agree that we are not agents of any Retailer and that Retailers operate independently and are not under our control. Accordingly, your participation in offers or promotions of, or correspondence with, any Retailer is solely between you and that Retailer. We do not assume any liability, obligation or responsibility for any part of such correspondence, offer or promotion, including, without limitation, the withdrawal or modification of any such offer or promotion.

Styletyx is not responsible for changes to, or discontinuance of, any Retailer or for any Retailer's withdrawal from the Services.

16. TERMINATION OR SUSPENSION

This Agreement is effective when accepted by you and will remain in effect until you or we terminate your membership in the Services. We may terminate this Agreement and your use of or access to the Services at any time, for any reason or no reason. Any violation of this Agreement or the rules and conditions of the Services may result in the termination of your Account. We may, in our sole discretion, at any time and without prior notice, discontinue, cancel, suspend, change or limit access to all or any part of the Services or any functionality, feature or other component thereof. You agree that Styletyx will not be liable to you or to any third party for any modification, suspension, or termination of the Services or your access to your Account. If you are dissatisfied with any aspect of the Services at any time, your sole and exclusive remedy is to cease participating in the Services. Upon any termination of the Services, your right to use and access your Account and the Services, will terminate. Termination will not prejudice either you or our remedies at law or in equity.

Upon any termination, all provisions of this Agreement which by their nature are intended to survive performance hereof by you or Styletyx, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability, shall survive the completion of the performance, cancellation or termination of this Agreement.

17. NO WAIVER AND SEVERABILITY

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Styletyx shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Styletyx's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Headings for each section have been included for your convenience, but such headings do not have any legal meaning, and may not accurately reflect the content of the provisions they precede.

18. GOVERNING LAW

The validity, construction, and interpretation of this Agreement, and the rights and duties of the parties hereto, will be governed by and construed in accordance with the laws of the State of California in the United States, excluding its conflicts of laws principles. However, as explained below, the agreement to arbitrate in the following paragraph is governed by United States federal law.

19. INFORMAL DISPUTE RESOLUTION

We would like an opportunity to address your concerns without a formal legal case. Before filing a claim against Styletyx, you agree to try to resolve the dispute formally by submitting your request through our Contact Us page or contact us by email at admin@styletyx.com. We will try and resolve the dispute informally by contacting you in writing via email. If a dispute is not resolved within 45 days of submission through this form, you or Styletyx may bring a formal proceeding.

20. DISPUTE RESOLUTION BY BINDING INDIVIDUAL ARBITRATION; CLASS ACTION WAIVER

You agree that any dispute, claim or controversy arising out of or in connection with the Services, Styletyx, or this Agreement shall be determined by binding arbitration. You further agree that the U.S. Federal Arbitration Act and federal arbitration law shall govern the interpretation and enforcement of this agreement to arbitrate.

Arbitration uses a neutral arbitrator instead of a judge or jury, and is more informal than a lawsuit in state or federal court. Discovery in arbitration is more limited than is generally available in the courts and the arbitrator's decision is also subject to very limited appellate review by the courts.

You also agree that all issues are for the arbitrator to decide. This includes all issues related to the scope, application, interpretation and enforceability of this Agreement and this arbitration provision. The arbitrator shall also decide whether any claim is subject to arbitration.

CLASS ACTION WAIVER: YOU AND STYLETYX ALSO AGREE THAT EACH IS GIVING UP THE RIGHT TO A JURY TRIAL AND THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT OR REPRESENTATIVE PROCEEDING, CONSOLIDATED ACTION, OR PRIVATE ATTORNEY GENERAL ACTION.

This means that neither you nor Styletyx can seek to assert class or representative claims against each other either in court or in arbitration and no relief can be awarded on a class or representative basis. The arbitrator also may not consolidate or join another person's claim with your claim or issue an order that would achieve the same result. You and Styletyx further agree that if the provisions of this paragraph, known as the "Class Action Waiver", are found to be unenforceable, it cannot be severed from this arbitration agreement and then the entire provision compelling arbitration shall be null and void.

21. NO ASSIGNMENT

This Agreement is not assignable, transferable or sublicensable by you except with Styletyx's prior written consent. Styletyx may transfer, assign or delegate this Agreement and its rights and obligations without consent.

22. ENTIRE AGREEMENT

You and Styletyx agree that this Agreement (including any terms or policies expressly incorporated herein) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein.

QUESTIONS

If you have any questions regarding this Agreement, please feel free to contact us by email at admin@styletyx.com