



DESIGNER SHARE

Terms and Conditions
Revised January 24, 2018

**PLEASE READ THESE TERMS AND CONDITIONS AND PRIVACY POLICY
BECAUSE THEY CONTAIN IMPORTANT INFORMATION REGARDING
YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS**

Introduction

These terms and conditions, as now in effect and hereafter modified, constitute the agreement between you and DesignerShare LLC (“DesignerShare”) regarding your use of DesignerShare’s website at www.designershare.com and any mobile or e-commerce applications, and your placement for rental, rental and use of any items. DesignerShare provides an online platform that connects people who have designer apparel and accessories with other people seeking to rent such apparel and accessories. By using DesignerShare’s website or applications, by placing for rental, renting or using any items, or by clicking the “I agree” button on DesignerShare’s website or application, you acknowledge that you have reviewed, understand and agree to be bound by these Terms and Conditions. DesignerShare’s acceptance of your placement for rental or rental of any item is expressly subject to your acceptance of the Terms and Conditions, and you acknowledge the same by your use of DesignerShare. DesignerShare rejects any contrary terms in any other communication, and these Terms and Conditions override and supersede all other communications. If you do not agree to these Terms and Conditions, you have no right to continue using DesignerShare.

Changes in Terms and Conditions

These Terms and Conditions are effective as of above date. DesignerShare reserves the right at any time to change the Terms and Conditions by providing notice, and by using DesignerShare after the change, you accept the changed terms. DesignerShare may give

notice by making a revision to the Terms and Conditions and changing the revision date above.

Ownership of Content

Except for materials in the public domain and the property of others under fair use, all information and content on DesignerShare, including but not limited to words, descriptions, photographs, images and text, and including the design and arrangement of the content, are owned by DesignerShare and protected in the United States and internationally under trademark, copyright, and other intellectual property laws. DesignerShare® is a trademark of DesignerShare LLC, registered in the United States. Trademarks that are identified with particular items placed and rented through DesignerShare are the property of their respective owners, not DesignerShare.

Use of Website and Applications

DesignerShare grants users a limited, nonexclusive, non-transferable and revocable license to use its website and applications only as set out in these Terms and Conditions. DesignerShare does not endorse any Renter or Wardrobe. DesignerShare may revoke or limit your license, and your access to DesignerShare and any content, for any reason at any time. DesignerShare's website and applications are only for your use in placing for rental or renting designer items by means of DesignerShare. You agree that you will impose only that usage on DesignerShare that is necessary to decide whether to place for rent or rent, or in placing for rental or renting, designer items by means of DesignerShare.

DesignerShare prohibits any unauthorized use or interference, including, but not limited, to the following:

- Attempt to gain unauthorized access to, damage, disrupt or interfere with any content or features;
- Intercept, archive, copy or mirror any content;
- Commercially exploit, reproduce, redistribute, or make a derivative work from any content;
- Use any robot, spider or other automatic device, process or means to access DesignerShare, including to extract data, scrape or harvest;
- Use DesignerShare in any manner that could overburden, damage, impair or disable it or interfere with its use;
- Use any software or device that interferes with the proper working of DesignerShare;

- Introduce any technologically harmful or malicious material, including any virus, trojan horse, bomb or attack;
- Attempt to extract source code or reverse engineer DesignerShare’s website or applications;
- Infringe the intellectual property rights of DesignerShare or any party;
- Create more than one account on DesignerShare unless specifically authorized in writing to do so;
- Use any hidden text or metatags incorporating DesignerShare’s name or trademarks without our express written consent; and
- Use any means, technological or otherwise, to hide your identity.

User Content

DesignerShare users post User Content, in the form of listings for rental, photographs and other content. You are the only person responsible for User Content you submit. You agree that you will not submit any User Content that violates the rights of others, including infringing copyrights, trademarks, trade secrets or other rights. You agree that you will not submit User Content that violates any federal, state or local laws of the United States or any other jurisdiction. You will not offer as a Lender any item for rent that you do not own or have permission to rent. You agree that you will not submit User Content that is derogatory, harassing, hateful, racist, obscene, pornographic, unlawful, threatening, harassing, defamatory or otherwise objectionable. You agree that you will not submit User Content that contains fraud or falsehoods, uses false identity, a false email address, or impersonates another or is misleading as to origin. You agree that you will not submit User Content that contains viruses, corrupted files, or otherwise might adversely affect the content or operation of DesignerShare.

DesignerShare reserves the right to make edits or modifications to User Content at any time and for any reason.

DesignerShare does not verify, endorse or control any User Content, and makes no representation concerning the accuracy, integrity or authenticity of User Content. Users rely on User Content at their own risk. DesignerShare disavows all liability for any losses, damages or claims arising or alleged to arise from the use or appearance of User Content.

Users by submitting User Content grant to DesignerShare a perpetual, fully-paid, royalty-free, worldwide, sub-licensable license to use, modify, publish, distribute and display such User Content in any media. Users hereby waive all “moral rights” with respect to any User Content. Users consent to the use of their names, images and likenesses submitted in connection with any User Content.

Agreement as to Electronic Communication

When you use DesignerShare, you consent to receive electronic communications from us in response. DesignerShare may communicate with you in a number of ways, including by text message, email, in-app communications, posting notices or messages, and other means. You agree that all communications that we provide to you electronically satisfy any legal requirements that communications be in writing. You agree that we may save, use, or disclose any communication by you to DesignerShare. You agree to maintain a current email address with DesignerShare at all times. You should check your spam folder to assure that you are receiving DesignerShare's emails. Additionally by signing up for DesignerShare, you agree to receive marketing and advertising communications from us from time to time, including emails, unless you specifically inform us you wish to opt out of such communications.

Linking to www.DesignerShare.com: Limited Permission

You may link to www.DesignerShare.com only if the link does not damage or take advantage of DesignerShare's reputation. You may not suggest that we approve, endorse or are in any way associated with your products, services or activities, except with our express permission in writing. You agree immediately to remove any links to www.DesignerShare.com at our request.

Third Party Applications and Websites

DesignerShare may include technology, software, applications and links to other applications, resources and websites of third parties. Any such linkages are provided for convenience only. DesignerShare cannot control the content of third parties. DesignerShare will not be responsible for the practices of third parties, including any loss or damage you may sustain from using third-party resources.

Disclaimer of Warranties Relating to Use

DESIGNERSHARE IS PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS AND YOU USE DESIGNERSHARE AT YOUR OWN RISK. DESIGNERSHARE AND ALL CONTENT IS SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE, AND DESIGNERSHARE MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY TECHNOLOGY OR CONTENT PROVIDED THEREIN, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, QUALITY, SUITABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

DESIGNERSHARE MAKES NO WARRANTIES THAT IT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. USERS AGREE THAT THEY ARE RESPONSIBLE FOR THE PROTECTION AND BACKUP OF THEIR OWN DATA AND EQUIPMENT. USERS AGREE TO HOLD DESIGNERSHARE HARMLESS FROM AND AGREE NOT TO SUE DESIGNERSHARE FOR ANY CLAIMS BASED ON THE USE OR INABILITY TO USE DESIGNERSHARE OR ITS CONTENT.

Limitation of Liability Related to Use

YOUR RENTAL AND USE OF ITEMS IS AT YOUR OWN RISK. IN NO EVENT WILL DESIGNERSHARE OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE ON ANY LEGAL BASIS (CONTRACT, WARRANTY, TORT, OR OTHERWISE) FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, GOODWILL, LOSS OF DATA OR ANY OTHER LOSSES ARISING FROM THE USE OR INABILITY TO USE DESIGNERSHARE OR THE CONTENT THEREIN, OR FOR YOUR RELIANCE ON THE CONTENT THEREIN, EVEN IF DESIGNERSHARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

YOU AGREE, AS A CONDITION OF USE OF DESIGNERSHARE, TO INDEMNIFY, DEFEND AND HOLD HARMLESS DESIGNERSHARE AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY LOSSES, LIABILITIES, DAMAGES, EXPENSES, AND COSTS ARISING OR RESULTING FROM ANY BREACH BY YOU OF THESE TERMS AND CONDITIONS, YOUR USE OF DESIGNERSHARE, OR USER CONTENT SUBMITTED BY YOU.

Terms and Conditions of Rental

DesignerShare reserves the right to disapprove any item that, given our expertise, will not rent.

Published rental prices do not include the Lender Protection charge, cleaning and taxes, and delivery, shipping and handling, which will be charged in addition to the rental price. All payments must be in U.S. Dollars.

In consideration for the use of DesignerShare's online marketplace and platform, DesignerShare charges the Lender, and Lender agrees to pay, a service fee of 25% of the rental price. DesignerShare also charges for cleaning, and such cleaning expense is split between renter and lender. Taxes, if applicable, are charged to and are the

responsibility of the Renter, unless otherwise provided by law or regulation. DesignerShare may, in its sole discretion, round up or round down amounts that are payable from or to Lenders and Renters to the nearest whole dollar. If you do not pay the amounts you owe to DesignerShare when due and DesignerShare files a collection action, you agree to pay DesignerShare's costs of collection, including without limitation reasonable attorneys' fees.

Lenders must approve a request for rental within 24 hours or it will be cancelled. DesignerShare reserves the right to reject or cancel listings for rent and rental orders for any reason. DesignerShare reserves the right to place limits on the rental of items, including but not limited to restricting orders placed by a single renter, payment card, or address.

Delivery is included for orders within the Chicago metropolitan area. Deliveries outside of the Chicago metropolitan area will be subject to a minimum shipping and handling charge of \$19.95 and the shipping method used will be at the discretion of DesignerShare.

When you place your order, you hereby authorize DesignerShare to charge your payment card for all applicable charges immediately upon placement of the order. In addition, at the time of your rental order, you hereby authorize DesignerShare to charge your payment card for an amount equal to 200% of the original retail value of the item (when new), plus applicable sales tax.

Garment care and dry cleaning for DesignerShare is performed by Tide Spin, and is subject to the Tide Spin Terms of Service. Please refer to <http://www.tidespin.com/terms>. Tide Spin's Terms of Service are incorporated herein by reference.

DesignerShare is solely a marketplace for the rental of items owned by others. WE MAKE NO REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) CONCERNING AND WE HAVE NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION ABOUT ANY ITEM FOR RENT. You assume the risk that information may be incomplete or inaccurate or out of date.

Receipt of Products

You agree to bear responsibility for receipt of items shipped to the location you specify for delivery. You acknowledge that a secure shipping address is highly recommended,

meaning a location where an individual can physically receive items. In the event that an un-secure shipping address is provided, DesignerShare is not responsible for items left unattended. Furthermore, you agree that providing anything other than a secure shipping address may result in delivery delays and fees for which DesignerShare will not be liable. You will be liable for all such delays and fees.

Late Fees

If you return the items late or not at all, a late fee of fifty dollars (\$50.00) will be charged to your payment card for every day that you are late, and you agree to pay such late fees up to 200% of the retail value of the item when new plus applicable sales tax.

Cancellation policy

When a Lender accepts a Renter's request, the order can no longer be cancelled and the Renter will be expected to pay for the rental, plus all applicable charges.

Limited Product Warranty

You understand that DesignerShare does not attempt to verify the statements of users to review or verify any item for rent. DesignerShare's only warranty or obligation and your only remedy against us is for us to refund the rental fee for an item. ALL OTHER WARRANTIES AND REMEDIES WITH RESPECT TO ANY ITEM RENTED ON DESIGNERSHARE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, ARE DISCLAIMED. SOME JURISDICTIONS MAY NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. HOWEVER, YOU ACKNOWLEDGE AND AGREE THAT IN ALL JURISDICTIONS WE DISCLAIM IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Limitation of Liability Concerning Items

IN NO EVENT WILL DESIGNERSHARE OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE ON ANY LEGAL BASIS (CONTRACT, WARRANTY, TORT, OR OTHERWISE) FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, GOODWILL, OR ANY OTHER LOSSES ARISING FROM THE RENTAL AND USE, OR INABILITY TO USE, ANY ITEM, EVEN IF DESIGNERSHARE HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. IN NO EVENT SHALL DESIGNERSHARE'S TOTAL LIABILITY TO YOU FOR ALL CAUSES OF ACTION, DAMAGES OR LOSSES EXCEED THE RENTAL CHARGE FOR THE ITEM THAT GIVES RISE TO THE CLAIM. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE LIMITATIONS OF LIABILITY DESCRIBED ABOVE MAY NOT APPLY TO YOU. YOU AGREE THAT IN ALL JURISDICTIONS OUR LIABILITY FOR YOUR RENTAL AND USE OF ANY ITEM IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW TO THE RENTAL CHARGE FOR THE ITEM. ANY CLAIM OR ACTION BROUGHT AGAINST US ARISING OUT OF ANY ITEM RENTED MUST BE BROUGHT WITHIN ONE YEAR AFTER THE ITEM WAS RENTED.

Lender Protection and Damage to Items

DesignerShare requires that Renters pay a Lender Protection charge covering the wardrobe items they rent. This protects the Lender only against loss and damage to their wardrobe items, up to a fair market value limit of \$5000, unless otherwise agreed upon in writing. Renters remain responsible for all losses and damage to the wardrobe items they rent. Other than loss and damage to wardrobe items covered by Lender Protection, DesignerShare is not responsible for any losses, damages or harm resulting from any user's interaction with any other user. By using DesignerShare, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Users or other third parties will be limited to a claim against the particular Users or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from DesignerShare with respect to such actions or omissions.

Renters are advised to inspect items immediately upon receipt and must bring to our attention any problem with or damage to an item within 24 hours of receipt or will risk being held responsible for any damage. As a Renter, you are responsible for returning the item in the condition it was in when you received it, less any reasonable wear and tear. You agree to treat items with great care, as if borrowed from a friend. In the event that a Lender or DesignerShare claims that an item has been destroyed, damaged or stolen, as a Renter you agree to pay the cost of repairing or replacing the damaged item. If a Lender or DesignerShare makes a damage claim, you as a Renter will be notified of any damage claim and given forty eight (48) hours to respond. Thereafter, DesignerShare will collect any such costs from you. DesignerShare also reserves the right to otherwise collect payment from you and pursue any avenues available to DesignerShare in this regard in situations in which you have been determined, in DesignerShare's sole discretion, to have damaged, destroyed or stolen any item. All users agree to cooperate with and assist DesignerShare in good faith, and to provide

DesignerShare with such information as may be reasonably requested, to assist DesignerShare in investigating and resolving any claim.

Lenders are advised to inspect items immediately upon return from rental and must bring to our attention any problem with or damage to the item within 24 hours of receipt or waive their claim.

Sizing Returns

If your item does not fit, please inform DesignerShare within 24 hours. DesignerShare will work with you to return the item and issue you a credit for the rental fee, so long as the item, in DesignerShare's sole discretion, has not been worn.

Taxes

You understand and acknowledge that appropriate governmental agencies, departments or authorities may require Taxes to be collected from Users on the amount paid for rental or otherwise, and to be remitted to the respective tax authority. The laws in jurisdictions may vary, but you hereby authorize DesignerShare to take any actions required to comply with tax obligations under law.

Tax regulations may also require us to collect appropriate tax information from our Lenders, and possibly to issue tax forms or take other actions required under IRS and state income tax regulations. You as a Lender are solely responsible for keeping the information in your tax forms current, complete and accurate, and you understand and agree that you are solely responsible for determining your own applicable income tax reporting and payment obligations. DesignerShare cannot and does not offer tax advice. DesignerShare reserves all rights to take any actions required to assure compliance with tax regulations and law. If you as a Lender fail to provide DesignerShare with documentation or cooperation required under tax law, we reserve the right in our sole discretion to freeze all rental payouts to you until resolution or take other action, including as required by law.

Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to DesignerShare. You may submit Feedback by emailing us, through the “Contact” section of DesignerShare, or by other means of communication. You acknowledge and agree that all Feedback you give us will be the sole and exclusive property of DesignerShare and you hereby irrevocably assign to DesignerShare and agree to irrevocably assign to DesignerShare all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such Feedback.

Generally Applicable Terms

Jurisdiction, Choice of Law and Jury Trial Waiver

Our relationship shall be entirely governed by and interpreted in accordance with the laws of the State of Illinois and applicable U.S. federal law, without giving effect to conflict of law principles of any jurisdiction. You consent to the jurisdiction of the courts located in Chicago, Illinois in connection with any action, except that proceedings to enforce a resulting order or judgment may be brought in any applicable forum.

Notices

Any notices or other communications permitted or required hereunder will be in writing and given by DesignerShare (i) by email (to the address that you provide) or (ii) by posting to the site or application.

Force Majeure

DesignerShare will not be liable for any impairment of performance caused in whole or in part by acts of God, labor disruptions, acts of war, terrorists, criminals, hackers or vandals, governmental decrees or controls, riots, epidemics and quarantines, communications disruptions, power failures, accidents, explosions, fires, inability to obtain or ship products, inability to obtain licenses or permits, shortages or inability to obtain supplies or raw materials, severe weather, natural disasters and catastrophic events, or any other occurrence which is beyond DesignerShare’s reasonable control in conducting business.

Waiver

The failure (with or without intent) of any party to insist upon the strict performance by the other party of any provision of the Terms and Conditions shall not be deemed to constitute a modification of, or a waiver of the right to insist at any time thereafter upon performance strictly in accordance with, any of the provisions of the Terms and Conditions. No waiver of any provision of the Terms and Conditions shall operate as a waiver of any other provision of the Terms and Conditions, and no waiver of any provision of the Terms and Conditions shall operate as a continuing waiver of that provision.

Assignment

You may not assign or transfer these terms and conditions, by operation of law or otherwise, without DesignerShare's prior written consent. Any attempt by you to assign or transfer these terms and conditions without such consent will be null and of no effect. DesignerShare may assign or transfer these terms and conditions, at its sole discretion, without restriction.

Severability

In the event that any provision of the Terms and Conditions is held illegal, invalid or unenforceable for any reason, that illegality, invalidity or unenforceability shall not affect the remaining provisions of the Terms and Conditions, in which event they shall be construed and enforced as if that illegal, invalid or unenforceable provision had never been inserted in them.

Independent Relationship

Nothing provided shall be deemed to create any relationship between us of employment, partnership, joint venture, agency, representation or franchiser-franchisee relationship. YOU AGREE NOT TO DO ANYTHING TO CREATE A FALSE IMPRESSION THAT YOU ARE ENDORSED BY, PARTNERING WITH, OR ACTING ON BEHALF OF OR FOR THE BENEFIT OF DesignerShare, INCLUDING BY INAPPROPRIATELY USING ANY DesignerShare INTELLECTUAL PROPERTY.

Credit Reports and Background Checks

By registering for a DesignerShare account, you agree that DesignerShare may - but is not obligated to - request a consumer report on you from a Consumer Reporting Agency. If we do request a consumer report, we'll request and use it in compliance with applicable law, including the Fair Credit Reporting Act. Likewise, you agree that DesignerShare does not have an obligation to conduct background checks on any user but may conduct a background check in its sole discretion.

Privacy Policy

This Policy is intended to help you understand how DesignerShare collects, uses and safeguards personal and other information.

Your Responsibilities

For your protection, you should keep your password confidential and control access to your computer and any devices through which your account may be accessed. You are responsible for all of your account activity. DesignerShare will not be liable for damages arising from your failure to maintain confidentiality or otherwise adequately to protect your account.

You represent and warrant that all information that you provide in connection with your account is accurate, truthful, current and complete. DesignerShare reserves the right to deactivate, deny or discontinue your account at its discretion.

You assume all risk that your account may be accessed without your permission. If you discover or suspect that the security of your account has been breached, you must let us know immediately. You agree that you will take sole responsibility for any activities or actions under your DesignerShare Account, whether or not you have authorized such activities or actions.

Information We Collect and Use

When you use DesignerShare, we need to know personal information, including (but not necessarily limited to) your name, e-mail and shipping addresses, phone number and your billing information so that we can facilitate your transaction. We may also request information of this type from you when you contact us for customer service, so we can respond appropriately.

We may provide your personal information to third parties who provide certain services, like delivery, payment processing, and drycleaning. We also reserve the right to disclose without notice to you any information in our possession if we believe we are required to do so by law, to protect or defend our rights or property, or to respond to an emergency.

DesignerShare is not intended for use by, and DesignerShare does not intend to collect personal information from minors. Minors are directed not to use DesignerShare for any purposes, and use of DesignerShare by anyone under 18 is expressly prohibited. By accessing or using DesignerShare, you represent and warrant that you are 18 or older.

The security of your information is important to us. While we endeavor to use reasonable efforts to safeguard the confidentiality of your information, the Internet and other e-commerce channels are not totally secure. Due to the possibility of transmission errors, hacking or other unauthorized third-party activities, we cannot guarantee that personal data transmitted to DesignerShare will remain secure. If we become aware of a security breach, we will make all legally required disclosures consistent with our ability to determine the scope of the breach, our need to restore the integrity of the system and the needs of law enforcement.

We reserve the right to change the Privacy Policy at any time by providing notice to you. We will notify you of changes to the Privacy Policy by one or more of the following: (i) electronically notifying you through our website, by e-mail or other electronic means, or (ii) revising the Privacy Policy and changing the Date appearing herein. By clicking the “I agree” button in connection with an electronic notification of a change, by using DesignerShare, or by renting through DesignerShare after the new version date, you accept the revised Privacy Policy.

Contacting DesignerShare

If you have any questions about these terms and conditions please contact DesignerShare at bill@designershare.com.