

## **Terms and Conditions of Use**

**Last Modified:** 9/7/22

### **Use and Consent**

Please read these Terms and Conditions of Use (hereinafter “Terms and Conditions”) carefully and in their entirety before using <http://www.wardrobetautomation.com/> (hereinafter “Website”).

These Terms and Conditions are entered into by and between IZABELLA + EVE, LLC, DOING BUSINESS AS WARDROBE TRANSFORMATION (hereinafter “we,” “our,” “us”) and you.

As a user of our Website, you agree to these Terms and Conditions, and your use of our website constitutes your voluntary acceptance to be bound by these terms, whether you have read them or have had the opportunity to read them and have chosen not to.

This website is not intended for persons under the age of 18. If you are under the age of 18, you may **not** use or view this website.

### **Privacy Policy**

We respect your privacy and permit you to control the treatment of your personal information. Please read our Privacy Policy [here](#).

### **No Guarantee of Results**

You understand and agree that this Website is intended to provide style and wardrobe suggestions, information, and education.

You understand and agree that your success or failure depends entirely on your experience, motivation, and individual capacity, which are beyond the responsibility, knowledge, and/or control of IZABELLA + EVE, LLC, DOING BUSINESS AS WARDROBE TRANSFORMATION. There are no guarantees of any kind regarding any specific results from using information found on our Website.

### **Medical Disclaimer**

You understand and agree that this Website is intended to provide information and education and is not intended as medical, psychological, or psychiatric advice and is not intended to provide diagnosis, treatment, prevention, cure or guarantee.

The information provided is not a substitute for professional medical, psychological, or psychiatric advice, diagnosis, or treatment for your individual condition and circumstance. You should consult with a licensed and/or registered health care professional about your individual condition and circumstance.

### **No Warranty or Liability**

The information provided on our Website is believed accurate when made. However, we do not warrant or represent that such information is or will always be current, accurate, and/or complete. You agree that we are not responsible for the accuracy of our Website or for any errors or omissions in its content or in materials requested through email.

The use of our Website or the downloading of any materials through the website is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system, loss of data, or other harm that results from such activities. IZABELLA + EVE, LLC, doing business as Wardrobe Transformation, assumes no liability for any computer virus or other similar software code that is downloaded to your computer from our Website or in connection with any materials offered through the Website.

THE INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT.

YOU AGREE THAT IN NO EVENT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL IZABELLA + EVE, LLC, DOING BUSINESS AS WARDROBE TRANSFORMATION, AND ITS SUBSIDIARIES, AFFILIATES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, OR PARTNERS BE LIABLE TO YOU OR ANY THIRD PARTY IN ANY WAY FOR DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, AND/OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM THE USE OF OR INABILITY TO USE OUR WEBSITE OR ITS CONTENT, OR MATERIALS REQUESTED THROUGH EMAIL; THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR THROUGH OUR WEBSITE; ANY DEALINGS WITH VENDORS OR OTHER THIRD PARTIES; ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; ANY INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED; ANY FAILURE TO STORE OR LOSS OF DATA, FILES, OR OTHER CONTENT; ANY LOSS INCURRED BY YOU OR YOUR BUSINESS, INCLUDING, BUT NOT LIMITED TO, LOSS OF CLIENTS, LOSS OF GOODWILL, LOSS

OF INCOME OR REVENUE, LOSS OF ANTICIPATED INCOME, LOSS OF SALES; OR ANY OTHER LOSS OR DAMAGE OF ANY KIND.

IZABELLA + EVE, LLC, DOING BUSINESS AS WARDROBE TRANSFORMATION'S CUMULATIVE LIABILITY FOR ANY LOSS OR DAMAGE TO YOU OR OTHERS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED \$10 (USD).

**We expressly exclude any liability to the fullest extent of the law.**

By using our Website and its content or requesting materials via email, you agree to this limitation of liability and release IZABELLA + EVE, LLC, doing business as Wardrobe Transformation, from any and all claims.

### **Indemnification**

You agree at all times to defend, hold harmless, and indemnify IZABELLA + EVE, LLC, doing business as Wardrobe Transformation, and its subsidiaries, affiliates, agents, officers, directors, employees, or partners, from any claim, demand, cause of action, including attorney's fees and costs, arising from your use of our Website or its content, or materials requested through email, as well as any third party claims of any kind arising from your actions in relation to our Website (including any content you submit, post to, or transmit through our Website).

Should we be required to defend ourselves in any action directly or indirectly involving you, you agree to provide any documents, testimony, evidence, or other information we deem useful to us free of charge.

### **Intellectual Property Protection and Personal Use**

The materials contained on our Website, including, but not limited to, digital products, programs, documents, videos, photos, graphics, designs, and other files, are the proprietary property of IZABELLA + EVE, LLC, doing business as Wardrobe Transformation and are protected by United States intellectual property rights.

IZABELLA + EVE, LLC, doing business as Wardrobe Transformation grants you a limited non-exclusive non-transferable license to view, download, and/or print the content of our Website **solely for your personal, non-commercial use**. You agree not to copy, republish, frame, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based our Website, its materials, or its services, except as expressly authorized herein.

While we love the sharing of our content via social media, and our Website uses various plug-ins and widgets to allow for this type of sharing, the use of these plug-ins and widgets does not constitute a waiver of IZABELLA + EVE, LLC, doing business as Wardrobe Transformation's intellectual property rights. Such use is a limited license to republish our website content on the approved social media channels with full credit to our Website.

Nothing contained on our Website should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by IZABELLA + EVE, LLC, doing business as Wardrobe Transformation or by any third party.

Any other use of the materials in our Website and/or materials requested via email, including, but not limited to, for any commercial use, copying, republication, distribution, transfer, performance, display, or reproduction other than as indicated above, is strictly prohibited.

You agree that you will not use our Website, digital products, programs, documents, videos, photos, graphics, designs, and other files in any manner that constitutes an infringement of our intellectual property rights. Unauthorized use constitutes theft and we reserve the right to prosecute theft to the fullest extent of the law.

### **Your License to Us**

When you submit any post, comment, image, or other content that you upload, publish, or display on or through our website ("User Content"), you grant to us a perpetual, non-exclusive, royalty-free worldwide license to copy, reproduce, distribute, transfer, display, perform, and create derivative works from any such User Content in any and all media or formats for advertising and marketing or any other lawful purposes.

You retain the right to remove your User Content at any time.

If you remove your User Content, the license granted to us expires but we retain the license to the extent that any User Content has been incorporated into our advertising and/or marketing or on our content sites.

### **User Limitations**

You agree that you will not post, transmit, upload, perform, or otherwise make available any User Content that is:

- Harmful, threatening, defamatory, abusive, harassing, obscene, vulgar, hateful, pornographic, or otherwise objectionable;

- Advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or
- Advertises or otherwise solicits funds or is a solicitation for goods or services.

You agree to use this Website for lawful purposes only and agree not to violate or attempt to violate any security features of our Website including, but not limited to:

- Accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access;
- Attempting to probe, scan, or test the vulnerability of our Website or any associated system or network, or to breach security or authentication measures without proper authentication;
- Interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to our Website, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing;”
- Using our Website to send unsolicited email, including, without limitation, promotions or advertisements for products or services;
- Forging any TCP/IP packet header or any part of the header information in any email or in any posting to our Website; or
- Attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by IZABELLA + EVE, LLC, doing business as Wardrobe Transformation, in providing our Website.

You understand that any violation of system or network security may subject you to civil and/or criminal liability. IZABELLA + EVE, LLC, doing business as Wardrobe Transformation, intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms and Conditions or of any applicable laws.

### **Testimonials**

Our Website may feature testimonials from time to time. They are examples. While these testimonials are accurate and honest portrayals of actual clients or customers sharing their opinions about our Website, products and/or services, they are not a guarantee that all clients or customers will have the same, similar, or better experience.

### **No Formal Endorsements**

Any reference or link to any other companies, events, services, or products, on our Website, blog, or in our emails does not guarantee your success and/or satisfaction with and is not an endorsement of said companies, events, services, or products.

You understand and agree that you must use your own judgment to determine whether any other companies, events, services, or products would be beneficial to you and/or your business.

You agree that we shall have no liability should you choose to make a purchase from any referenced company, event, service, or product and become dissatisfied. You agree to indemnify and hold us harmless should this occur.

### **Affiliate Disclosure**

We may choose to provide an affiliate link to products and/or services that we believe align with our own products and/or services from time to time. You understand that we may receive financial compensation or other payment as a result of your purchase of a product and/or service using the link.

You understand and agree that you must use your own judgment to determine whether to make a purchase using an affiliate link. You agree that we shall have no liability should you choose to make a purchase from an affiliate link and become dissatisfied. You agree to indemnify and hold us harmless should this occur.

### **Third Party Links**

From time to time, we may provide a link to a third-party website. These links are provided for your education and information only and are not an endorsement by IZABELLA + EVE, LLC, doing business as Wardrobe Transformation. If you use those links, you leave our Website.

You agree that IZABELLA + EVE, LLC, doing business as Wardrobe Transformation, is not responsible for the content, availability, or accuracy of other websites that may be linked to our Website. We make no warranty of any kind, whether express or implied, regarding third-party content, availability, or accuracy.

By clicking on a link to a third-party website, you agree that you are doing so of your own discretion, volition, and at your own risk. You agree that IZABELLA + EVE, LLC, doing business as Wardrobe Transformation, is not liable for any damage or loss caused by your access to or use of information, materials, products, or services contained on and/or purchased from any linked third-party website.

By clicking on a link to a third-party website, you may allow third-parties to collect and/or share your personal information. The privacy policies and terms and conditions on those third-party websites may differ from our Website. You are encouraged to read the privacy policies and terms and conditions of every linked third-party website that you visit.

## **Termination**

We reserve the right to terminate your access to our Website, in full or in part, at any time for any reason.

## **Notices**

All notices to us required or permitted under these Terms and Conditions shall be in writing by personal delivery, overnight courier, or registered or certified mail, and properly addressed as follows:

IZABELLA + EVE, LLC, doing business as Wardrobe Transformation  
30251 Golden Lantern, Suite E #150, Laguna Niguel, CA 92677

with a courtesy copy sent by email to:

[help@wardrobetransformation.com](mailto:help@wardrobetransformation.com)

Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

## **Dispute Resolution and Jurisdiction**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS ARE RESOLVED.

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of California, without regard to conflict of laws principles, and all claims relating to or arising out of these Terms and Conditions, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of California, excluding that State's conflict of laws principles.

Any controversy or claim arising out of or relating to these Terms and Conditions, or the breach thereof, that cannot be resolved through negotiation shall be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") in Orange County, California, before an arbitrator to be selected by the parties. If the parties cannot agree on an arbitrator within ten (10) days of one party's notice to the other party invoking the right to arbitrate, then the AAA shall appoint an arbitrator who has significant experience in arbitrating matters similar to the subject matter disputed under this Agreement. The arbitration shall commence not less than ten (10) nor more than thirty (30) days after the arbitrator has been

designated. The arbitration shall be concluded as soon as reasonably possible, and the arbitrator shall make a written determination of the dispute within fifteen (15) days of the completion of the arbitration hearing. The prevailing party in any such arbitration shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with such arbitration, unless the arbitrator, for good cause, determines otherwise. Costs and fees of the arbitrator shall be borne by the non-prevailing party, unless the arbitrator determines otherwise. The arbitrator's adjudication shall be final and fully binding upon the parties and enforceable in any court having jurisdiction thereof. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

A complete copy of the rules is available on the website of the American Arbitration Association, [www.adr.org](http://www.adr.org).

By using our Website or its content, or via materials requested through email, you submit to this exclusive jurisdiction and venue and waive any defense of *forum non conveniens*.

### **Severability**

If any provision of these Terms and Conditions shall be declared unenforceable or invalid, all remaining provisions shall remain in full force and effect.

### **Modification of Terms and Conditions**

We reserve the right, in our sole discretion, to change, modify, add, or delete portions of these Terms and Conditions at any time without notice, and it is your responsibility to review these Terms and Conditions for any changes. Such changes are effective immediately upon us posting the revised Terms and Conditions. Your use of the Website following any change(s) to these Terms and Conditions will constitute your agreement and acceptance of the revised Terms and Conditions.

We recommend that you check the Terms and Conditions when you visit our Website to be sure that you are aware of our most current policies.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THESE TERMS AND CONDITIONS, PLEASE CONTACT: [help@wardrobeta.com](mailto:help@wardrobeta.com)