

Styless Apparel, LLC

WEBSITE TERMS OF USE

Updated: November 2021

This agreement contains a mandatory dispute resolution provision and arbitration agreement with a class action waiver that affect your rights. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court. Please review those sections of these terms carefully.

Welcome to this Styless Apparel, LLC website - www.stylessapparel.com, microsite, mobile site (this "Website"). Please review the following terms and conditions ("Terms and Conditions") before using this Website. These Terms and Conditions, which may be modified from time to time, apply to all visitors to, or users of, this Website.

YOUR USE GENERALLY

Your use of the Website confirms your acceptance of these Terms and Conditions and your agreement to be bound by them. If you do not accept these Terms and Conditions, do not use this Website. In the event of a violation of these Terms and Conditions, Styless Apparel, LLC. Styless Apparel, LLC reserves the right to seek all remedies available by law and in equity. We may terminate your access or use of this Website at any time, for any reason or no reason and without prior notice to you. We may at any time and from time to time revise these Terms and Conditions by updating this posting. You should visit this page from time to time to review these Terms and Conditions to learn of and understand any changes, because they are binding on you. Your use of this Website following any such revisions constitutes your agreement to follow and be bound by the terms as revised.

OWNERSHIP OF CONTENT

The design of this Website and all of its materials, including, but not limited to, its software or HTML code, scripts, text, artwork, photographs, images, designs, video, audio, and written and other materials that appear as part of this Website (collectively, "Content") are protected by U.S. copyright laws and other U.S. and international laws and treaties. All Content is provided by Styless Apparel, LLC under a limited license as a service to its current and prospective customers and may be used only for personal (that is, for the purchase of our merchandise) use. This limited license is subject to the following restrictions: (a) you may not copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license, allow others to copy, or otherwise exploit this Website, any of the Content, or any related software; and (b) you may not access or use the Website for any competitive or commercial purpose. Any unauthorized copying, alteration, distribution, transmission, performance, display, sale, or other use of the Content is prohibited. Styless Apparel, LLC may revoke this limited license at any time for any or no reason. Any unauthorized use of Styless Apparel, LLC Content, such as framing, in-line linking or other association with content or information not originating from the Styless Apparel, LLC Website is not permitted. Linking to any Styless Apparel, LLC web page also is prohibited. Styless Apparel, LLC will aggressively enforce its intellectual property rights to the fullest extent of the law.

TRADEMARKS

At Styleless Apparel, LLC, we take pride in our brand and do not condone and will not tolerate any unauthorized use of our trademarks, trade names, logos, names, and trade dress (collectively, the "Trademarks and Trade Dress"). Styleless Apparel, LLC and its affiliated companies retain all rights regarding the Trademarks and Trade Dress. The Trademarks and Trade Dress are protected by U.S. federal and state trademark laws and international laws and treaties. No license for the use of the Trademarks or Trade Dress is granted to you under these Terms and Conditions or by your use of the Website. Unauthorized use of our Trademarks and Trade Dress in any manner is strictly prohibited.

OUR PRODUCTS

All features, specifications, products and prices of products and services described on this Website are subject to change at any time without notice. From time to time there may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. We make no representation as to the completeness, accuracy, or currency of any information on this Website. We reserve the right to make changes in information about price, description, or availability without notice. We reserve the right, without prior notice, to limit the order quantity on any product and/or refuse service to any customer (see, our [Sale Terms](#)). We have made every effort to display as accurately as possible the colors of our products that appear on the Website; however, the actual color you will see will depend on your device, and we cannot guarantee that your device will accurately display our colors. The inclusion of any products or services on this Website does not imply or warrant that these products or services will be available over the internet or at any particular time.

COMMENTS AND OTHER COMMUNICATIONS

All comments, feedback, suggestions, ideas, and other communications (collectively, "Communications") submitted or offered to Styleless Apparel, LLC via this Website, in connection with your use of this Website, or through email, postal mail, phone support, or any contact with us, shall be and remain property of Styleless Apparel, LLC. Styleless Apparel, LLC shall be free to use any ideas, concepts, know-how, or techniques contained in any Communication you send to us for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information. Any personally identifiable information you provide to Styleless Apparel, LLC through the Website shall be subject to our [Privacy Policy](#), and personally identifiable information is defined here.

User Generated Content

Posting Guidelines

The Website may permit you to voluntarily upload and/or post content ("User-Generated Content"), including photographs, videos, comments or other material. If you post comments or other text, you confirm that you are at least 14 years old or have your parent/guardian's permission; if you post photographs or videos, you confirm you are at least 18 years old or have your parent/guardian's permission; and by posting any User-Generated Content, you agree to the following terms:

- a. Posting such User-Generated Content constitutes your consent and grant to Styleless Apparel, LLC of an irrevocable, non-exclusive, perpetual, worldwide, royalty-free, unrestricted, and

unlimited right and permission, but not the obligation, to utilize, reproduce, exploit, alter, edit, modify, distribute, publish, exhibit, digitize, broadcast, display, publicly perform, and prepare derivative works of the User-Generated Content, your name, likeness, voice and biographical information, and any material based thereon or derived therefrom, in any form or media now or hereafter known for any and all purposes throughout the World whatsoever, including, without limitation, advertising, marketing or commercial purposes, without any payment to or further authorization by you.

- b. You waive any right to inspect or approve any material in which Styleless Apparel, LLC may eventually use your User-Generated Content and understand that Styleless Apparel, LLC may crop, shape, or otherwise adjust any User-Generated Content.
- c. You represent and warrant that the User-Generated Content will not violate the intellectual property or proprietary rights of any third party and are legally entitled to post the User-Generated Content and to grant all relevant licenses and permissions to use the User-Generated Content as contemplated herein.
- d. You agree not to take any legal action against, and release and discharge Styleless Apparel, LLC and its directors, officers, employees, agents and affiliates, or any other person or entity acting on its behalf, from all claims in connection with the use of the User-Generated Content, your name, likeness, voice or biographical information, as contemplated herein.
- e. You understand and agree that such User-Generated Content may be accessed and viewed by others, including by the general public, and, whether or not such User-Generated Content is published, Styleless Apparel, LLC does not guarantee any confidentiality with respect to any User-Generated Content. You are solely responsible for your own User-Generated Content and the consequences of their publication on this Website or elsewhere (assuming we choose to post them once submitted). We reserve the right to determine in our sole discretion whether User-Generated Content is appropriate; whether it complies with these Terms and Conditions, our standards, and applicable law; and whether they may be posted or removed.

You may request removal of any of your User-Generated Content on this Website by sending a removal request email to info@stylelessapparel.com from the email address provided when you submitted your User-Generated Content; your email must include a link to the URL of the page on which your User-Generated Content is posted or a description of the page on which it is posted.

Prohibited Uses of Website

You shall not post, transmit, redistribute, upload, or promote any communications, User-Generated Content or materials that contain corrupted files, viruses, or any other similar software files, the intent of which is to damage the operation of another's device; are unlawful, threatening, harassing, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, sexually explicit, hateful, profane, indecent, racially or ethnically derogatory, or otherwise objectionable; contain chain letters or pyramid schemes; contain any unsolicited advertising, promotional materials, or other forms of solicitation to other users, individuals or entities; impersonate any person, business or entity, including us (our brands, lines of business, subsidiaries, and affiliated companies) and our employees and agents; encourage conduct that would constitute a criminal offense; give rise to civil liability; violate any law; or exhibit any conduct that, in our judgment, restricts, impairs, interferes or inhibits any other user from using or enjoying the Website and/or our related services and products.

Notice of Copyright Infringement Under the Digital Millennium Act (DMCA)

We do not permit copyright infringing activities on this Website. We may remove any User-Generated Content of any kind if properly informed that the User-Generated Content infringes another's copyright rights. We may terminate the ability to submit User-Generated Content if, under appropriate circumstances, a person submitting User-Generated Content to this Website is determined to be a repeat infringer.

If you are a copyright owner or an agent for such owner and believe that any User-Generated Content or other material on this Website by third parties infringes upon your copyrights, you may notify us by providing the following information in writing:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed;
2. Identification of the location where the original or an authorized copy of the copyrighted work exists;
3. Identification of the User-Generated Content or material that is claimed to be infringing and a description of the infringing activity and information reasonably sufficient to permit Styleless Apparel, LLC to locate the same;
4. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address;
5. A statement that you have a good faith belief that use of the User-Generated Content or material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed.

Our agent for notice of claims of copyright infringement can be reached as follows:

Attn: Legal Department

By email: [send email to: info@stylelessapparel.com](mailto:info@stylelessapparel.com)

If you fail to comply with all of the requirements above, your notice may not be valid.

LINKING

Links may be established from this Website to one or more external websites or resources operated by third parties (the "Third Party Sites"). In addition, certain Third Party Sites also may provide links to the Website. None of such links should be deemed to imply that Styleless Apparel, LLC endorses the Third Party Sites or any content therein. Styleless Apparel, LLC does not control and is not responsible or liable for any Third Party Sites or any content, advertising, products, or other materials on or available from such Third Party Sites. Access to any Third Party Sites is at your own risk and Styleless Apparel, LLC will have no liability arising out of or related to such websites and/or their content or for any damages or loss caused or alleged to be caused by or in connection with any purchase, use of or reliance on any such content, goods, or services available on or through any such Third Party Site.

DISCLAIMER

This Website and all Content of the Website are provided to our customers and prospective customers "AS IS" and "AS AVAILABLE" and without warranties of any kind, whether express or implied,

including but not limited to, those of merchantability, fitness for a particular purpose, title, or noninfringement.

You acknowledge, by your use of the Website, that your use is at your sole risk. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, the foregoing disclaimer may not apply to you.

You understand and acknowledge that, pursuant to Section 230 of the Federal Communications Decency Act, providers of interactive computer services shall not be treated as the publisher or speaker of any information provided by another information content provider.

JURISDICTION

No implication is made that the materials published on this Website are appropriate for use outside of the United States. If you access this Website from outside of the United States, you do so on your own initiative and at your own risk. Styleless Apparel, LLC controls this Website from its offices within the State of Louisiana. The Terms and Conditions of this Website shall be governed by the laws of the state of Louisiana, without giving effect to its conflict of laws provisions.

DISPUTE RESOLUTION

Please read this section carefully — it may significantly affect your legal rights. It contains procedures for mandatory pre-dispute resolution, binding arbitration, and a jury trial and class action waiver.

- A. Informal Dispute Resolution Process.
- Should you and Styleless Apparel, LLC have a Dispute (as defined below), the parties agree that they will make a good faith effort to resolve it informally. **This informal dispute resolution process is a condition precedent to commencing any formal dispute resolution proceeding in arbitration, small claims court, or otherwise.** The parties agree that any relevant limitations period and filing fee or other deadlines will be tolled while the parties engage in this process.
 - In connection with any Dispute with Styleless Apparel, LLC, you must first send your name, address, telephone number, email address, sufficient information for Styleless Apparel, LLC to identify any transaction at issue; and a detailed description of and explanation for (1) your Dispute; (2) the nature and basis of your claim; and (3) the nature, basis, and calculation of the relief sought by email to info@stylelessapparel.com. You agree that you will provide any follow-up information requested by Styleless Apparel, LLC in order to meaningfully engage in this process. You and Styleless Apparel, LLC agree to negotiate in good faith about the Dispute, including through an informal and individualized telephone conference upon Styleless Apparel, LLC's request. You must personally appear at and participate in this individualized telephone conference, which will be held at a time convenient for you. If you are represented by counsel, your counsel may also participate.
 - This process should lead to the resolution of the Dispute, but if for some reason it is not resolved within sixty (60) days after receipt of the information required above, which can be extended by agreement of the parties, you and Styleless Apparel, LLC agree to the further dispute resolution provisions below.
- B. Mutual Arbitration Provision.
- Any Dispute between you and Styleless Apparel, LLC that is not resolved as set forth above shall be resolved through individual arbitration or small claims court. In arbitration, there is no judge or jury and there is less discovery and less appellate review than in court.
- C. Definitions.
- This arbitration provision shall be interpreted broadly. "Dispute" means any claim or controversy between you and Styleless Apparel, LLC, including but not limited to any: (1) claims for relief or theories of liability, whether based in contract, tort, fraud, misrepresentation, statute or otherwise, or that relate to the existence of this

Agreement; (2) claims that arose before this or any Agreement; (3) claims that may arise in the future, including claims that may arise after the cancelation or expiration of this Agreement; and (4) claims that are the subject of a putative class action in which no class has been certified. "Dispute" does not, however, include any issues arising from or relating to the arbitrability of any Disputes under this provision or the scope, validity, or enforceability of this arbitration provision. For purposes of the Dispute Resolution section, Styleless Apparel, LLC means any of their predecessors, successors, assigns, parents, subsidiaries, affiliates, vendors and independent contractors, and each of their officers, directors, employees and agents.

D. Right to Have Claims Heard in Small Claims Court.

- Notwithstanding anything in this arbitration provision to the contrary, either you or Styleless Apparel, LLC may elect to have a claim heard in small claims court seeking only individualized relief so long as (1) the amount claimed is within the jurisdiction of that court and (2) the action remains in that court and is not removed or appealed to a court of general jurisdiction.

E. Right to Enjoin Intellectual Property Misuse.

- Notwithstanding anything in this arbitration provision to the contrary, Styleless Apparel, LLC may bring suit in court to enjoin infringement or otherwise enforce intellectual property rights.

F. Right to Reject Future Changes to this Arbitration Provision.

- You may reject future changes to this arbitration provision by sending Styleless Apparel, LLC written notice by certified mail postmarked no later than thirty (30) days after your first receipt of notice of the change to Styleless Apparel, LLC, 16733 Abshire Ave, Baton Rouge, LA, 70816, Attention: Legal Department. Your decision will not adversely affect your relationship with or service from Styleless Apparel, LLC. If you previously notified Styleless Apparel, LLC of your decision, you need not do so again. By rejecting any future change, you are agreeing that you will arbitrate any Dispute between us in accordance with this Agreement.

G. Procedures for Arbitration.

- This arbitration provision is governed by the Federal Arbitration Act. Arbitrations shall be heard and determined by a single arbitrator administered by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules (collectively the "AAA Rules") as modified by the version of this arbitration provision that is in effect when notice of a Dispute is given. The AAA Rules can be obtained from the AAA by visiting its website (www.adr.org) or calling its toll-free number (1-800-778-7879). If there is a conflict between this arbitration provision and the rest of this Agreement, this arbitration provision will govern. If there is a conflict between this arbitration provision and the AAA Rules, this arbitration provision will govern. If the AAA will not administer an arbitration in accordance with this arbitration provision, you and Styleless Apparel, LLC will agree on (or if necessary petition a court of appropriate jurisdiction to appoint) an arbitration organization that will do so. Unless you and Styleless Apparel, LLC agree otherwise, any arbitration hearing will take place in the county where you reside. The arbitrator is bound by the terms of this Agreement and will issue a reasoned written decision that explains the essential findings and conclusions.
- If your proceeding is designated by AAA as part of a "Multiple Consumer Case Filing," then you agree: (1) to personally appear and participate in an initial telephone conference with AAA and/or the arbitrator at Styleless Apparel, LLC's request and at any hearing (with your counsel if you are represented); and (2) that the adjudication of your Dispute might await the resolution of other individual claims that are also part of this mass filing.

H. Arbitral Fees and Costs.

- Payment of filing and other fees shall be governed by the AAA Rules. If the arbitrator finds that the proceeding itself, the substance of a claim or counterclaim, and/or the relief sought in connection with the arbitration was frivolous or was brought for an improper purpose (as measured by the standard set forth in Fed. R. Civ. P. 11(b)), either party will have the right to recover its fees and expenses, including but not

limited to attorneys' fees and arbitration fees and costs. In making this determination, the arbitrator may consider, among other things, whether a party previously offered full relief to the other party, including, but not limited to, a full refund of the sum paid for items purchased and whether the arbitration is part of "Multiple Consumer Case Filings" as determined by AAA.

I. Right to Attorneys' Fees and Costs.

- You may hire an attorney to represent you. You are responsible for your attorneys' fees and costs. You may recover them from Styleless Apparel, LLC to the same extent as in court.

J. Waiver of Jury Trials.

- **Disputes in arbitrations and small claims court are resolved without a jury trial. Whether in arbitration or court, you and Styleless Apparel, LLC waive the right to a jury trial to the maximum extent permitted by law.**

K. Waiver of Class Actions.

- **You acknowledge and agree that, to the maximum extent permitted by law, there shall be no right or authority for any dispute to be litigated or arbitrated on a class, joint, collective, or consolidated basis or in a purported representative capacity on behalf of the general public (such as claims as a private attorney general or for public injunctive relief). Unless both you and Styleless Apparel, LLC otherwise agree in writing, the arbitrator may not consolidate more than one person's claim, and may not otherwise preside over any form of any class, joint, collective, or representative proceeding. The arbitrator may award relief (including any declaratory or injunctive relief) only in favor of the individual party seeking relief and only to the extent necessary to resolve an individual party's claim. The arbitrator may not award relief for or against anyone who is not a party to the proceeding.**
- The class action and collective relief waiver is an essential part of this arbitration provision, and if it is deemed invalid or unenforceable with respect to a particular claim or dispute, neither you nor Styleless Apparel, LLC is entitled to arbitration of such claim or dispute. Notwithstanding the foregoing, if a court determines that the class action and collective relief waiver is not enforceable as to a particular claim or request for relief (such as a claim for public injunctive relief) and all appeals from that decision have been exhausted (or the decision is otherwise final), then the parties agree that the particular claim or request for relief (such as a claim for public injunctive relief) may proceed in court but shall be severed and stayed pending arbitration of the remaining claims.

L. Survival.

- This arbitration provision shall survive the cancellation or expiration of the Agreement.