

# My Closet Valet

## Terms of Use

Last Updated Date: 10/25/2019

### Binding Agreement

Welcome to My Closet Valet. My Closet Valet is a virtual wardrobe closet that combines a unique customer experience and with superior customer service to deliver your clothing and accessories to your travel destinations hassle free. My Closet Valet ("Closet Valet," "we," "us," or "our") allows you to store business and personal attire in a personal My Closet Valet wardrobe closet (the "Service"). The following terms and conditions (the "Terms") constitute a binding agreement between you and Closet Valet and govern your use of [www.myclosetvalet.com](http://www.myclosetvalet.com) (the "Site"), our mobile applications (the "App"), and the services we provide through the Site and the App (the "Services").

**Read these Terms carefully. These Terms require binding arbitration, class action waiver and a waiver of trial by jury.** Your creation of an account with Closet Valet or use of the Services indicates your acceptance of these Terms and any modifications thereof. By accepting these terms, you represent and warrant that (1) you have read, understand and agree to be bound by these Terms, (2) you are at least 18 years of age, and (3) you have the authority to enter into these Terms.

Closet Valet reserves the right to update the Terms at its discretion. Such revisions will be posted on [www.myclosetvalet.com](http://www.myclosetvalet.com). Closet Valet will attempt to alert you to any material changes in the Terms, but is under no obligation to do so. Any modifications to the Terms will be effective immediately for new users and thirty (30) calendar days following the posting of any modifications for existing users. You hereby agree to regularly review the Terms and acknowledge and agree that your use of the Services is express consent and acceptance of these Terms and any modifications thereof.

### Your Closet

You may store the following items in your personal wardrobe closet (the "Closet"): clothing, shoes, belts and toiletries (for example, toothpaste, toothbrushes, soap, shampoo and other hygienic products, and hair care products and maintenance items such as hair dryers) (collectively, "Wardrobe"). All items to be stored in your Closet must arrive cleaned and ready for use. Closet Valet can clean your Wardrobe for additional fees as described herein on Appendix A for Service and Payment Terms.

Unless expressly approved by Closet Valet, no other items may be stored in your Closet. Jewelry, prescription medications, dangerous goods, hazardous materials and illegal drugs, are strictly prohibited and will not be stored in your Closet for any reason. Closet Valet may, in its sole discretion, either return prohibited items to you at your cost or discard these items. Additionally, Closet Valet can accept any SEALED and UNOPENED snack items from user, however any opened snack items will be discarded by Closet Valet upon arrival at the Closet Valet facility. Any overly soiled garments (specifically undergarments) that, at our sole discretion, provide a health risk to Closet Valet employees will be discarded upon arrival at our facility.

## Term and Termination

The Services shall be provided as an annual subscription which shall begin on the date on which you accept these Terms. The term will remain in effect for an initial period of twelve (12) months (the “Initial Term”). The Initial Term will be automatically renewed for successive periods of twelve (12) months each (each a “Renewal Term”), unless either party indicates its intention not to renew these Terms at least sixty (60) days before the end of the then-current term. Closet Valet reserves the right to increase the Service and Reservation Fees by providing notice to you at least sixty (60) days before the end of the then current term. Closet Valet reserves the right to refuse service to any user at its discretion. You may terminate your subscription to the Service by deactivating your account with Closet Valet or contacting MYCLOSETVALET@gmail.com and requesting that your account be terminated provided, however, your subscription shall continue until the end of the then current term and you shall be responsible for all associated fees until the date of termination, including return shipping costs for all items in your closet. Closet Valet reserves the right to terminate this agreement at any time and for any reason, and except as otherwise provided herein, will in such event return your Wardrobe at your cost and to deactivate your account. Failure to pay subscription fees for a period exceeding 90 days will constitute abandonment of your Wardrobe and Closet Valet reserves the right to dispose of any items remaining in your Closet.

## Lost or Damaged Wardrobe

If items in your Wardrobe are lost or damaged, you must notify Closet Valet of such loss or damage within ten (10) days from the date you used the Services to order such damaged or lost Wardrobe items. To notify Closet Valet of loss or damage send an email describing such loss or damage to MYCLOSETVALET@gmail.com and include a claim for reimbursement (“Claim”). Such notification of a Claim must include (i) a good faith estimate of the value of the lost or damaged Luggage, (ii) a reasonably detailed explanation of the lost or damaged Luggage, and (iii) any relevant supporting documentation. All Claims alleging damaged Wardrobe items must include illustrative photographs. Closet Valet will investigate all Claims and requests for reimbursement. As part of such investigation, Closet Valet may contact you to obtain additional information and may share information about your Claim with its third-party services providers in its sole discretion.

If Closet Valet agrees that such loss or damaged has occurred, Closet Valet shall decide whether such loss or damage was caused by Closet Valet or a third-party service provider. If Closet Valet believes that the loss or damage has occurred because of the Services provided by Closet Valet or those caused by a third party engaged by Closet Valet in furtherance of the Services, Closet Valet will issue a credit to you for future Services in an amount reasonable to compensate you for your loss as determined by Closet Valet in its sole discretion.

As described in more detail below, in no event will Closet Valet’s liability for lost or damaged Wardrobe exceed the greater of five hundred dollars (\$500) or the fees paid by you to Closet Valet for the Services within the previous twelve (12) months. **Carefully consider whether you agree to this limitation of liability prior to agreeing to these Terms and choosing what to store in your closet.**

**Wardrobe Delivery.** Closet Valet will use its best efforts to ensure that your Wardrobe arrives at your desired location at your requested time. You acknowledge that Closet Valet relies on third parties in its performance of the Services. For example, your Wardrobe will be cleaned and shipped by third-party

service providers and subject to the terms these parties impose on their customers. You further acknowledge that Closet Valet cannot guarantee the performance of or results of services provided by these third-party service providers. If your desired Wardrobe is not delivered at the desired location or time, then you may contact Closet Valet to for assistance locating your Wardrobe by contacting Closet Valet at help you locate your Luggage by contacting Closet Valet at MYCLOSETVALET@gmail.com. Closet Valet will use reasonable efforts to coordinate with its third-party shipping service provider to locate and deliver your Luggage.

### **Reservation and Service Fees**

You agree to pay a monthly fee for the Services (the “Reservation Fee”), which Reservation Fee will keep your Closet reserved. The Reservation Fee shall be paid monthly by credit card using your credit card on file. You hereby authorize Closet Valet to charge the Reservation Fee to your credit card automatically. In addition to the Reservation Fee, you will be responsible for all shipping, cleaning and other fees associated with the Services (collectively, the “Service Fee”). Service Fees will vary based on the type of shipping requested and the cleaning services required. In addition to the Reservation Fee, the Service Fee will be billed monthly and payable on the credit card authorized for your Closet Valet account. Closet Valet may increase the fees in its sole discretion at the end of any calendar month after providing you with 60-day advance written notice to your email address on File. In addition to the Reservation Fee and Service Fee you are solely responsible for paying any taxes of any kind imposed by any governmental authority with respect to your access to and use of the Services. All payments must be made in United States Dollars. The Reservation Fee and Service Fee are more particularly described on Appendix A, below.

### **Wardrobe Shipping Procedures**

We will provide you with shipping costs when you request shipment of your Wardrobe items from your Closet. Shipping costs will vary depending upon the delivery dates, size and number of luggage containers chosen by you. Closet Valet’s standard procedure will be to ship your Luggage via five (5) day shipping. Rushed shipments are available upon request and at higher shipping rates. You may obtain a full refund if you cancel a shipment of your Luggage at least forty-eight hours (48) hours prior to the scheduled pick-up date. Welcome Kits requested and delivered, whether you choose to complete the sign up process for the service or not, must be returned with the label provided with the kit. You can do so by requesting the return and once received Closet Valet, your account will be cancelled. Failure to return the Welcome Kit within 14 days will incur a charge of \$99.

### **My Closet Valet Account**

To access the Services, you must provide your name, email address, and other registration information required on the Site and the App. By providing the account information you represent and warrant that (1) all information you provide is truthful and accurate, (2) you will maintain the accuracy of the information, and (3) you will not share your account information or allow access to your account to any who is not authorized to use your account.

You will be responsible for all activity that occurs under your access credentials, including all fees associated therewith. If you believe that there has been unauthorized use of your credentials, you must notify us of such use immediately. If you have any reason to believe that your account information has

been compromised, you will be solely responsible for the losses incurred by Closet Valet and others due to any unauthorized use of your account.

### **Communications**

Closet Valet may communicate with you by email, SMS message (standard text message rates apply). You may request that we provide notice of security breaches in writing. To opt out of receiving this communication, please email MYCLOSETVALET@gmail.com.

You agree to receive email from us at the email address you provided to us for customer service-related purposes or other purposes in connection with your use of the Service.

**Electronic Notices.** By using the Service or providing personal information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Service. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Service or sending an email to you. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please write to us at MYCLOSETVALET@gmail.com.

### **Closet Valet's Content Ownership and Use**

All content associated with the Services including without limitation all: designs, text, graphics, images, video, information, trademarks, logos, copy, button icons, software, audio files, computer code, and other Closet Valet content shall be the sole property of Closet Valet (collectively, "Closet Valet Content").

By agreeing to these Terms grant to you a limited, nonexclusive license to (a) access and use the Site and the App, and (b) access and use all other Closet Valet Content solely for your use of the Services, at our discretion. Any other use is expressly prohibited. This license is revocable at any time without notice and with or without cause. Unauthorized use of the Closet Valet Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited. You may not make copies of the Closet Valet Content or use or display the intellectual property of Closet Valet in a manner in consistent with these terms without our prior consent.

### **Data Collection**

We have the right to use data capture and analysis tools to extract, compile, synthesize, and analyze any non-personally identifiable data or information resulting from your use of the Services (the "Blind Data"). All Blind Data will be solely owned by Closet Valet and may be used by Closet Valet for any lawful business purpose without your consent.

### **Suggestions and Submissions**

We appreciate your comments, but if you send us creative ideas or materials, either written, digital, oral or physical forms we can use them without restriction or compensation to you or other persons or entities. We are not obligated to enter confidential or restricted agreements or liable for disclosure or use of such information or ideas we receive.

### **Unacceptable Behaviors**

You will neither use nor permit other to use the Services (a) for any unlawful, invasive, infringing, defamatory, fraudulent or obscene purpose; (b) to send spam or other types of unsolicited content; (c) to send any virus, worm, trojan horse, or harmful code or attachment; or (d) to alter, steal, corrupt, disable, destroy, trespass, or violate any security or encryption of any computer file, database, or network.

In addition, you agree to use the Services solely as intended through the provided functionality and as permitted under these Terms. You must use the Services in compliance with all privacy, data protection, intellectual property, and other applicable laws.

A breach of these restrictions may subject you to prosecution and damages, as well as liability for infringement of intellectual property rights.

### **Consequences of Violating These Terms**

We reserve the right to suspend or terminate your account and prevent you from accessing the Service for any reason, at our sole discretion. We reserve the right to refuse to provide the Service to you in the future. You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of the Service.

### **DISCLAIMER OF WARRANTIES**

For purposes of this section, “Released Parties” include Closet Valet and its affiliates, officers, employees, agents, partners, licensors, and successors.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL (Y) BE ACCURATE OR RELIABLE, OR (Z) EXCEED ANY RESULTS PROMISED OR PROVIDED BY ANY THIRD PARTY THAT HELPS TO FACILITATE THE SERVICE, (iv) THE QUALITY OF ANY GOODS OR SERVICES AVAILABLE ON OR THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; AND (C) ANY MATERIAL THAT YOU DOWNLOAD OR OTHERWISE ACCESS ON OR THROUGH THE SERVICE IS DOWNLOADED OR ACCESSED AT YOUR SOLE DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM DOWNLOADING OR ACCESSING ANY SUCH MATERIAL.

## **LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, RESULTING FROM: (i) YOUR USE OR INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS OR SERVICES OBTAINED THROUGH THE SERVICE; OR (iii) ANY OTHER MATTER RELATING TO THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASED PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR YOUR USE OF Closet Valet CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL BE THE GREATER OF THE FEES YOU PAID IN THE PRIOR TWELVE (12) MONTHS OR FIVE HUNDRED DOLLARS (\$500).

We make no representations about accuracy, reliability, completeness, or timeliness of any data from third-party service providers or the quality or nature of third-party products or services obtained through the Service. Use the Service at your own risk.

**Disputes with Third-Parties.** We are not responsible for any disputes or disagreements between you and any third-party in connection with your use of the Service; (ii) you assume all risk associated with dealing with these third parties, and you release Closet Valet of all claims, demands, and damages in connection with these disputes; and (iii) you agree to resolve disputes directly with these third-parties and not to involve us in these disputes.

**Third-Party Sites.** The Service may include links to external sites and applications owned or controlled by third parties. You are responsible for evaluating whether you want to access or use them. We are not responsible for and do not endorse any features, content, advertising, products, or other materials on other websites or applications. You assume all risk and we disclaim all liability arising from your use of them.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, resulting from your use of the Services, or your breach of these Terms. We will provide notice to you promptly of any such claim, suit, or proceeding.

**General Terms** These Terms and the Privacy Policy constitute the entire agreement between you and Closet Valet concerning your use of the Service, and supersede any prior or contemporaneous agreements, whether oral or written. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force. The Section titles and annotations in these Terms are for convenience only and have no legal or contractual effect.

### **Arbitration, Class Waiver, and Waiver of Jury Trial**

These Terms and the relationship between you and Closet Valet will be governed by the laws of the State of Oregon without regard to its conflict of law provisions. You and Closet Valet agree to submit to arbitration any disputes relating to your use of the Services under the rules of Arbitration Service of Portland, Inc. Any such arbitration, to the extent necessary, will be conducted in Marion County in the State of Oregon. You covenant not to sue Closet Valet in any other forum.

You also acknowledge and understand that, with respect to any dispute with the Released Parties arising out of or relating to your use of the Service or these Terms YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY; YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE; AND YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED.

### **Contact Information**

My Closet Valet

4742 Liberty Road S., Suite #418, Salem, OR 97302-5037

MYCLOSETVALET@gmail.com

## Appendix A

### **Service and Payment Terms**

- \$99. "Getting started": solid suitcase shipped to your home. Add your seasonal and travel items. Easy prepaid return shipping. Upon receipt, your items will be itemized, tagged, photographed, uploaded to your online inventory, and carefully added to your protected, private wardrobe.

- \$2 wardrobe per item per month. Example: Pair of shoes, five pairs of socks, jeans, suit jacket, slacks, shorts, shirt, dress, skirt, five undergarments, etc.

- \$99. Domestic US round trip 5-business-day shipping. Mid-sized suitcase. Larger cases, expedited and overnight shipping available. Includes wrinkle resistant smart packing, shoe bags, separation bag for worn clothes, easy return tags. Upon receipt, items will be re-inventoried, carefully returned to wardrobe. New items photographed and uploaded to your online inventory.

- \$5 each per trip: Quality accessories: curling iron, flat iron, hair dryer, etc.

- Cost +15%: Dry cleaning, mending

- \$1 per item: Soft wash, easy dry laundry service.

- Contact us regarding storage of unique and insured items. Example: furs, special gowns, tuxedos, custom suits, etc.

- Contact us for shipping individual and unique items, such as tuxedos, suit sets, gowns, furs, etc.