

The following Terms of Service (the "Terms") between you ("you" or "your") and The Borrowed Boutique ("we," "our," or "us") describes the terms and conditions on which you may access and use our website located at theborrowedboutique.com (the "Site"), and related services including our product rental and/or sale services. (The Site, the related services, and the BB Content, as defined below, shall be collectively referred to as the "Services"). By accessing or using any of the Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS MAY HAVE CHANGED SINCE YOU LAST ACCESSED OR USED THE SERVICES. BY CLICKING "I AGREE" OR OTHERWISE ACCESSING OR USING ANY PART OF THE SERVICES, YOU AGREE TO THESE TERMS.

Before your order can be processed, we will require that you acknowledge that you have reviewed and consented to these Terms.

Notice of Agreement to Arbitrate and Class Action Waiver

By accepting these Terms, you are agreeing to the Arbitration Agreement and class action waiver described in Section 7 of these Terms to resolve any disputes with us.

1. ABOUT THE SERVICES

A. Intended Use

Our Services are designed to give you rental access to boutique and designer dresses, outfits, and accessories that are perfect for styled photography sessions, special occasions, weddings, and other events. By providing styling and sizing tips we simplify the selection process so that you are easily able to choose the perfect outfit.

B. Mobile Charges

To the extent you access the Site or make use of the Services through a mobile or wireless device, your carrier's standard charges, data rates and other fees may apply.

C. Eligibility

Although our Services may benefit children of various ages, only adults may make rentals or purchases from the Borrowed Boutique. Thus, any adult who uses the Services shall be bound by these Terms regardless of who benefits from that adult's use of the Services. Children under the age of 13 may not use the Services and parents or legal guardians may not agree to these Terms on their behalf. Children under 18 years of age but at least 13 years of age may use the Site under the supervision of parents or legal guardians who agree to be bound by these Terms on their behalf, but such children may not rent or purchase any clothing or accessories ("Products") via the Services. If you are a parent or legal guardian agreeing to these Terms for the benefit of a child between the ages of 13 and 18, you are fully responsible for his or her use of the Services and the rental or purchase of any Products, including all legal liability he or she may incur.

D. Modification of the Services or the Terms

We may modify these Terms or modify, suspend, or discontinue the Services at any time for any reason.

E. Privacy

We are committed to handling your personal information carefully and responsibly.

We receive two types of data regarding our customers: (1) technical data automatically collected from anyone who visits the Site or uses the Services and (2) information that you or other customers voluntarily submit to us.

“Personal Information,” as used in these Terms, is information that allows the direct identification of an individual, such as a name or email address, and information that is directly combined with such identifying information. If you order Products from us, we request certain Personal Information from you, whether you access the Services from our Site, other electronic means, phone or mail. We only collect Personal Information about you that we consider necessary to provide you with a safe, smooth, efficient, and customized experience. for achieving this purpose. If you are placing an order with us, you must provide contact information (including name, shipping address, telephone number) and financial information (including credit card number and expiration date). We use this information for billing purposes and to fill your orders. If we have trouble processing an order, we may use this information to contact you.

We do not sell or rent your Personal Information to third parties.

We may provide you the opportunity to participate in contests on our Site or other electronic media (such as our Facebook® or Instagram® pages). If you participate, we will request certain Personal Information. The requested information typically includes contact information (such as name and shipping address) and demographic information. We use this information to notify contest winners and to send participants an email newsletter. By participating in a contest you submit to that activity’s terms and conditions, including providing us with permission, if required, to share your Personal Information with sponsors of that contest. We reserve the exclusive right to cancel any contest or promotion without notice at any time.

If you provide your email to us, we will occasionally send you information on Services, Products, contests, and promotions. You can take advantage of promotions by entering the promotion code provided at the time of checkout. Out of respect for your privacy, we present the option not to receive these types of communications. Please send an email to theborrowedboutique@gmail.com to discontinue receiving promotional offerings. We will occasionally send newsletters, usually by email. Please send an email to theborrowedboutique@gmail.com to discontinue newsletters.

Additionally, we may disclose Personal Information where we, in good faith, deem it appropriate or necessary to prevent violation of these Terms, Rental Agreement, or our other agreements; take precautions against liability; protect the rights, property, or our safety, the safety any individual, or the safety of the general public; maintain and protect the security and integrity of our Services or infrastructure; protect ourselves and our Services from fraudulent, abusive, or unlawful uses; or investigate and defend ourselves against third-party claims or allegations.

We may disclose Personal Information if we have a good-faith belief that doing so is required by a subpoena or other judicial or administrative order or otherwise required by law.

2. RENTAL AND SALE OF PRODUCTS

A. General Conditions

The Services include the rental and sale of Products. This Section 2(A) sets out terms and conditions that apply to your rental or purchase of any Product.

18 Years or Older. Products may be rented or purchased for use by individuals under 18 years of age, but we rent or sell only to adults, who may rent or purchase the Products with a payment card or other approved payment method. By clicking agreeing to these Terms, you represent that you are 18 years or older and that you are authorized to use the chosen payment method for the purpose of renting or purchasing the Products as described in these Terms.

Limits. You acknowledge and agree that we may place limits on the rental or purchase of Products, including restricting orders placed under a single customer account, payment card or billing or shipping address. We reserve the right to limit, cancel or prohibit any rentals or sales of Products for any reason, including availability concerns.

Delivery. We are constantly seeking the fastest, highest quality, and most cost efficient shipping options in order to improve our service to you. All deliveries will be through shipping companies of our choosing, which may change from time to time at our discretion.

Collections. If you do not pay the amounts you owe us when they are due, we may institute collection procedures. You agree to pay our costs of collection, including reasonable attorneys' fees.

Donation to Esthers Children. We donate a portion of our profits from each of our rental orders to Esthers Children, a nonprofit organization working to end sexual exploitation and child prostitution and to provide help to the victims of these atrocities. For more information on Esthers Children, visit www.estherschildren.org. You may not waive this donation and this donation will not be tax deductible to you. The amounts which we donate, the nonprofit to which we make donations, and the decision to make such donations are all within our sole discretion and may change without prior notice.

B. Rentals

The following additional conditions apply to the rental of any Product.

Total Fee. The Total Fee for your order will be the total of the rental fee of each Product, as listed on the Site; a fee of \$5 per order to cover costs associated with cleaning and repairing our Products; the costs of shipping and shipping insurance for your order; and any applicable taxes. When you place your rental order for a Product, you authorize us to charge your payment card for the Total Fee. We will charge your payment card the amount of the Rental Fee immediately upon your rental order. A reservation of a Product on the Site is an order for the rental of that Product, regardless of how far in advance that Product is reserved. In addition, by placing a rental order for a Product, you authorize us to charge your payment card for an amount equal to 200% of the original retail value of the Product (when new), or the market value of the Product, as determined in our sole discretion, plus applicable sales taxes. Rental Fees exclude all federal, state and local taxes, goods and services tax, fees, customs, duties, levies and other governmental assessments, all of which shall be paid by you directly or, if paid by us, shall be reimbursed by you in connection with your rental order. You may cancel your rental order at least seven (7)

days prior to the ordered delivery date, subject to the following: (i) for cancellations that are thirty (30) or more days in advance of the delivery date, there is no cancellation fee; and (ii) for cancellations that are less than thirty (30) days in advance of such delivery date, your account will be credited with an amount equal to the Total Fee, which can be applied to a future rental through us.

Return Packaging. With delivery of the Product, we will provide you with a pre-paid, pre-addressed envelope as well as instructions for your use in returning the Products to us (“Return Packaging”).

Receipt of the Products. Upon delivery, you bear responsibility for the Product(s). You acknowledge that a Secure Shipping Address is highly recommended. A Secure Shipping Address means a location where you can physically receive Product(s). In the event that an unsecure shipping address is provided, we are not liable for Products left unattended.

Furthermore, you acknowledge that providing anything other than a Secure Shipping Address may result in delivery delays or additional delivery fees for which we will not be liable.

Use of the Products. You agree to treat the Products with great care. Our products are meant to be used in limited capacity such as photo shoots, weddings, special events, etc.. You are responsible for any loss, destruction, or damage to the Products, beyond reasonable wear and tear, regardless of the cause or reason for said damage. Reasonable wear and tear encompasses minor stains, rips, missing beads, stuck zippers or other minor damage. The determination of whether any damage to the Products qualifies as reasonable wear and tear will be made by us in our sole discretion. If you return a Product that is damaged beyond reasonable wear and tear, you agree that we shall charge you, and you shall pay, for the price for repairing or replacing the Product, as determined in our discretion, up to 200% of the retail value or market value for the Product.

Return of the Products; Extensions. You agree to return the Products to us in the Return Packaging on or before the Return Date, which will be identified in the invoice for your order. You may extend your order for a Product by either four (4) or eight (8) days through the "Extend Your Order" page of the Site or by sending an email theborrowedboutique@gmail.com not fewer than two (2) days prior to the Return Date. Any such extension must apply to each Product in your order and is subject to our approval. We may disapprove of an extension if you fail to pay the Extension Fee described below, because the Product is already reserved by another customer, or for any other reason we in our sole discretion deem reasonable. If we disapprove of an extension, we will notify you via the email address you provide us and you will be required to return the Product by the Return Date. If we approve the extension of the order of the Product, we will immediately charge your payment card with the following Extension Fee along with any applicable taxes thereon; (i) if you are extending a four (4) day rental into an eight (8) day rental, you will pay the difference in the Total Fee had you originally rented the Product for eight (8) days; (ii) if you are extending a four (4) day rental by an additional eight (8) days, you will pay the rental fee which would normally be required to rent the Product for eight (8) days; or (iii) if you are extending an eight (8) day rental, you will pay the rental fee which would normally be required to rent the Product for the length of the extension. If we approve your extension, you will be required to return the Product by delivering the Product in the Return Packaging on or before the Extended Date, which we will provide along with such approval.

Late Fees. If you return the Products late or not at all, a late fee of fifty dollars (\$50.00) per order will be charged to the payment card you used to pay the Total Fee or to any other payment card included in your account information that you have provided to us for each day that you are late returning the Products, and you agree to pay such late fees, up to an amount not to exceed 200%

of the retail value or market value, as determined in our discretion, plus applicable sales tax, of all Products in the order. If you have not returned a Product within twenty (20) days after the return date for the Product, your order will be considered a non-return and we will charge your payment card the maximum late fee set forth in this Section 2(B), less any late fees that you have already paid, plus any applicable taxes.

Payment of 200% Retail Value or Market Value. We will not charge you for more than an amount equal to 200% of the retail value or market value all Products in the order plus the Total Fee, in the aggregate, for any charges arising under this Section 2(B), excluding collection costs. If you pay us an amount equal to 200% of the retail value or market value of all Products in the order under this Section 2(B) and you still possess the Product, then the Product is yours to keep, though on an "AS IS" basis and without warranty of any kind.

Late Fees in Addition to Total Fees. Any late fees or other charges payable by you pursuant to this Section 2(B) shall be in addition to the Total Fee and the Total Fee shall not count towards the limitations on late fees described herein.

Lost Return Packaging. If you lose the Return Packaging, you will be responsible for returning the item at your own expense by the expected return date, and providing us with a tracking number. We will not be liable for any late fees or additional fees or costs involved in shipping if you return a Product or Products by means other than the Return Packaging.

Limited Warranties. The following are the limited warranties we provide in connection with Product rentals. Our liability to you for failure to comply with any of these warranties is limited to timely delivery of Product conforming to the warranties or a refund of the Total Fee, excluding delivery charges, as determined by us. See Section 6(A) below.

Correct Products. We will deliver the Products you ordered, including the specified size, color and design, on or before the delivery date for which you ordered them, except in the rare event that the Product is damaged beyond repair or is otherwise unavailable. In such event, we will use reasonable efforts to notify you that the Product is unavailable. If we are able to reach you, you will be entitled to choose any available rental Product to replace the unavailable Product. If we are unable to reach you, you acknowledge and agree that we may send you a replacement product of the same or greater value and similar design and use. Products may appear different in color or style than as displayed on the Site or other electronic medium.

Clean and Ready to Wear. The Products will be cleaned and delivered ready to wear. We dry clean and/or hand wash and inspect each Product with the utmost care, but use of the Product is at your own risk and we shall not be held liable for any health-related complaints associated with any Product.

Sizing Returns. If your Product does not fit, then you may return the Product within 24 hours (excluding Sundays and holidays) of the date you received the Product by contacting us at theborrowedboutique@gmail.com and returning the Product in conformance with the return procedures above. We will then issue you a credit for the Total Fee, less delivery charges, of the Product for a future rental by you of our Products, so long as the Product, as determined in our sole discretion, has not been worn.

Condition. Items will be brand new, like new, excellent used condition, or very good used condition. They will not have flaws that are noticeable when photographed or worn.

3. USE OF THE SERVICES

A. The Borrowed Boutique Content

Our Content. All content and information available through the Services, including but not limited to Product descriptions and specifications, Product photos, advice, photographer's photos, and photos and comments from other users shall be referred to herein as "Our Content" and is included in the Services.

Our Content Provided "As Is." Our Content is available to you on an "as is" basis and is to be used for general information purposes only. Such information is provided on a blind-basis, without any knowledge as to your identity or specific circumstances. Our Content is provided with the understanding that such information does not constitute professional advice or services. As such, you agree not to rely upon or use any of Our Content as a substitute for consultation with professional advisors.

Updates. We may update Our Content, including Product descriptions and specifications, as we deem appropriate and without notice to you. If you have any questions about the existence of more current information, please send those questions to theborrowedboutique@gmail.com. We take your questions and requests for information seriously, and we will use reasonable efforts to respond in a timely manner. However, we cannot guarantee a prompt response in all cases.

B. Third Party Content

Links to Third Party Websites. The Services may contain links or references to third party websites, products, services, or other materials or content ("Third Party Content"). This Third Party Content is provided to you as a convenience, and we is not responsible for any Third Party Content or the actions of those that provide or use such Third Party Content. Any Third Party Content is independent from us, and we has no control over the Third Party Content. In addition, a link to any Third Party Content does not imply that we endorse, approve of, or accept any responsibility for the Third Party Content or its provider, or vice versa.

C. Acceptable Use Policy

Use of Our Content. No part of the Services, including Our Content, may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording, except that we authorize you to view, copy, download, and print Our Content (such as press releases and FAQs) that is available on the Site, provided that: (a) you use Our Content solely for your personal, noncommercial, informational purposes; (b) you do not modify Our Content; and (c) you do not remove any copyright, trademark, and other proprietary notices on Our Content.

Use of the Services. You may not use the Services to: (i) transmit any content, information or other materials that are, or which we consider in our sole discretion to be, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, hateful or threatening to any group defined by race, religion, gender, national origin or sexual orientation, obscene, lewd, lascivious, violent, harassing or otherwise objectionable, including without limitation expressions of bigotry, prejudice, racism, hatred or profanity; (ii) sell or promote any products or services, including any controlled pharmaceutical substances, tobacco, fire arms, or alcoholic beverages; (iii) introduce viruses, worms, Trojan horses and/or harmful code; (iv) display material that exploits children under 18 years of age; (v) post any content, information or other materials that infringe, misappropriate or violate any intellectual property or other right of any third party; (vi) promote or solicit any business or promote, solicit or participate in multi-level marketing or pyramid schemes; impersonate any other person, including but not limited to,

one of our representatives; (vii) post, collect or disclose any personally identifying information (including account names) or private information about children or any third parties without their consent (or their parent's consent in case of a child under 13 years of age); (viii) post or transmit any unsolicited advertising, promotional materials, or any other forms of solicitation, including without limitation solicitations of credit card numbers, solicitations for sponsors, or promotion of raffles or contests; or (ix) violate any applicable local, state, national or international laws or regulations.

You also agree that you will not (and will not attempt to or permit any third party to): reverse engineer, decompile, disassemble, translate, derive the source code for, interfere with, rent, sell or lease the Services, any part thereof or access thereto.

Indemnification for Breach. By using the Services, you agree to indemnify, hold harmless and defend us and our officers, directors, agents and affiliates from any claims, damages, losses, liabilities, and all costs and expenses of defense, including attorneys' fees, resulting directly or indirectly from a claim by a third party that are based on your use of the Services in violation of these Term.

D. Your Content

If you post, upload or make available to us, or otherwise submit to or through us as part of your use of the Services, including the Site, any information, data, text, images, files, links, software, chat, communication or other materials, including but not limited to photos and reviews relating to your use of the Products (“Your Content”), you hereby grant to us a perpetual, fully-paid, and royalty-free, worldwide license to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform and otherwise use Your Content and any personal information contained therein, including your name, image, voice, likeness and/or other biographical information or material in connection with Your Content, in whole or in part, in all media formats and distribution methods now known or hereafter devised (including on the Site, in email and other promotional campaigns and on third party sites promoting the Services) in connection with the Services, including but not limited to advertising, promoting, and marketing the Services, all without further notice to you, with or without attribution, without limitation as to frequency, and without the requirement of any permission from or payment to you or to any other person or entity. You waive any right to inspect or approve any of Your Content or any use of Your Content, though you may request that we cease to use Your Content by emailing us at theborrowedboutique@gmail.com. If you send such a request, we shall remove any instances of Your Content from the Site and shall not exercise our rights outlined in this Section 3(D) with regard to Your Content after we receive your request. We shall not, however, be required to modify or remove any derivative work which we have created from Your Content, whether in whole or in part, nor shall we be required to terminate any advertisement or other ongoing use of Your Content or its derivatives which we began prior to receiving your request. By submitting Your Content, you represent and warrant that Your Content and your communication thereof conform to these Terms, including Section 4(C), and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to use in any way, and to authorize us to use in any way, Your Content in all manners contemplated by these Terms. You waive all moral rights in Your Content which may be available to you in any part of the world and confirm that no such rights have been asserted. None of Your Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any

use or disclosure of any Your Content.

We maintain the right to remove any of Your Content from our Site or any related social media at our sole discretion and without explanation or notice to you thereof.

E. Your Account

Access to parts of the Services requires the creation of a user account, including a user name and password that you choose upon registration. You are solely responsible and liable for any authorized or unauthorized access to your account by any person. You agree to bear all responsibility for the confidentiality of your account information and all use or charges incurred from use of the Services with your account. You agree to notify us promptly of any unauthorized use of your account or password.

F. Delays

There may be delays, omissions, or inaccuracies in the Services, including Our Content. The Services may become unavailable due to maintenance or malfunction of computer equipment or other reasons. We will not be liable for any reasonable delays, omissions, inaccuracies, or for the unavailability of the Services due to maintenance of computer equipment or malfunctions or other issues outside of our control.

4. INTELLECTUAL PROPERTY

A. Ownership of the Services

The Services, including Our Content, including all intellectual property rights in and to the Services and any changes, modifications or corrections thereto, are the property of The Borrowed Boutique. We reserve all rights in and to the Services not granted expressly in these Terms.

Nothing shall be construed as granting to you, by implication, estoppel, or otherwise, any license or right to use the Services or any of Our Content, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms; or (b) with our prior written permission.

B. Services License

Subject to your compliance with these Terms, we grant to you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your personal, non-commercial purposes.

C. Feedback

By sending us any feedback, ideas, suggestions, documents or proposals (“Feedback”) to us, either directly or through the use of social media, you grant to us a royalty-free, perpetual, worldwide license to use, modify, prepare derivative works of, publish, distribute, and otherwise use the Feedback for advertising or marketing purposes, and you waive all moral rights in the Feedback which may be available to you in any part of the world and confirm that no such rights

have been asserted. You represent and warrant that the Feedback does not contain any confidential or proprietary information of any third party, and that we may use your Feedback without restriction or obligation to you or any third party.

We reserve the right to remove any Feedback from our Site or related social media which we, in our sole discretion, determine to be offensive, derogatory, or otherwise inappropriate without explanation or prior notice.

D. Notice and Take Down Procedures; Copyright Agent

If you believe any of Our Content infringes your copyright, you may request removal of those materials (or access thereto) by contacting our copyright agent (identified below) and providing the following information: identification of the copyrighted work that you believe to be infringed, including a description of the work, and where possible a copy or the location (e.g., URL) of an authorized version of the work; identification of the material that you believe to be infringing and its location, including a description of the material and its URL or any other pertinent information that will allow us to locate the material; your name, address, telephone number and e-mail address; a statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law; a statement that the information that you have supplied is accurate, and indicating that “under penalty of perjury,” you are the copyright owner or are authorized to act on the copyright owner’s behalf; and a signature or the electronic equivalent from the copyright holder or authorized representative.

Our agent for copyright issues relating to the Services is as follows:
Emma Hostetter, 11650 Olio Rd. Suite 1000354, Fishers, Indiana 46037; E-Mail address: theborrowedboutique@gmail.com. In an effort to protect the rights of copyright owners, we maintain a policy for the termination, in appropriate circumstances, of subscribers and account holders of the Services who are infringers.

5. TERMINATION

A. Termination By You

You may deactivate your account and discontinue your use of the Services at any time. In order to deactivate your account, please contact us at theborrowedboutique@gmail.com. You understand that Your Content may continue to exist and be used on or through the Service even after such deactivation.

B. Termination By Us

Any violation of these Terms, including any of the prohibitions in Section 4(C), may result in suspension or termination of your access to the Services and/or removal of Your Content. We may also terminate your account if we determines that your conduct poses a risk or liability to us, or for any other reason as determined by us in our sole discretion.

C. Effects of Termination

In each of these cases, the Terms will terminate, including your license to use the Services, except that the sections concerning Collections, Rental Fee, Late Fees, Lost Return Packaging, Failure to Pay Fees, and Acknowledgment shall continue to apply.

6. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

A. Limited Warranties

The limited warranties set out in Section 2(B) for rentals apply only to you and may not be assigned, sold or transferred to any third party. We grant no other warranties in connection with the Services or Products. The limited warranties shall not apply to any matters arising from your violation of these Terms.

Your sole and exclusive remedy and our sole and exclusive liability for a breach by us of the limited warranties set out in Section 2(B) shall be, at our option, our use of our commercially reasonable efforts to replace the non-conforming Product in a timely manner or a refund of your Total Fee, as applicable and less any insurance and delivery charges.

B. Disclaimer of Warranties

EXCEPT FOR THE LIMITED WARRANTIES SET OUT IN SECTION 2(B), THE SERVICES AND PRODUCTS ARE PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR USE. SPECIFICALLY, BUT WITHOUT LIMITATION, WE DO NOT WARRANT THAT: (I) THE SERVICES, INCLUDING THE RC CONTENT, ARE CORRECT, ACCURATE, RELIABLE OR COMPLETE; (II) THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (III) DEFECTS WILL BE CORRECTED, (IV) THE SERVICES OR THE SERVER(S) THAT MAKES THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (V) THE PRODUCTS WILL BE FIT FOR YOUR INTENDED PURPOSE OR OTHERWISE ACCORD WITH YOUR EXPECTATIONS.

C. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE, THE SERVICES AND/OR THE PRODUCTS, EVEN IF RC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE AS SET FORTH UNDER SECTION 7(A) OR TO DISCONTINUE YOUR USE OF THE SERVICES AND TERMINATE THESE TERMS.

7. DISPUTE RESOLUTION, ARBITRATION AND CLASS ACTION WAIVER

This Section 7 includes an arbitration agreement and an agreement that all claims will be brought only in an individual capacity (and not as a class action or other representative proceeding).

Please read it carefully. You may opt-out of the arbitration agreement by following the opt-out procedure described below.

A. Informal Process First

You agree that in the event of any dispute between you and us, you will first contact us and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation any court action.

B. Arbitration Agreement

After the informal dispute resolution process any remaining dispute, controversy, or claim (collectively, "Claim") relating in any way to your use of our Services and/or Products, or relating in any way to our communications with you, will be finally resolved by binding arbitration. The prevailing party shall be entitled to recover its reasonable attorney's fees and costs. This mandatory arbitration agreement applies equally to you and us. However, this arbitration agreement does not (a) govern any Claim by us for infringement of its intellectual property or access to the Services that (including the Site) is unauthorized or exceeds authorization granted in these Terms.

You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and The Borrowed Boutique are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive any termination of these Terms.

If you wish to begin an arbitration proceeding, after following the informal dispute resolution procedure, you must send a letter requesting arbitration and describing your claim to Emma Hostetter, 11650 Olio Rd. Suite 1000354, Fishers, Indiana 46037. The arbitration shall be administered by the American Arbitration Association (AAA) under its rules then in effect including, if you are an individual, the AAA's Supplementary Procedures for Consumer-Related Disputes. If you are not an individual or have used the Services on behalf of an entity, the AAA's Supplementary Procedures for Consumer-Related Disputes will not be used. The number of arbitrators shall be one. We shall choose the arbitrator.

The arbitration will be conducted in the English language. Florida law shall apply. The final arbitration hearing shall be conducted in Indiana. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If any part of this agreement to arbitrate is deemed invalid under applicable law, all other parts will nevertheless remain enforceable.

The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of this arbitration agreement is void or voidable. However, the preceding sentence shall not apply to Section 7(C) below.

C. Class Action Waiver

Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that any right to litigate in court, to have a judge or jury decide their case, or to be a party to a class or representative action, is waived, and that any claims must be decided individually, through arbitration.

If this class action waiver is found to be unenforceable, the entirety of the Arbitration Agreement in section 7(B), if otherwise effective, shall be void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If for any reason a claim proceeds in court rather than in arbitration, you and The Borrowed Boutique each waive any right to a jury trial.

8. MISCELLANEOUS

Jurisdictional Issues. We make no representation that the Services are appropriate or available for use outside the United States. Those who choose to access the Services or any part thereof from outside the United States do so at their own risk and are responsible for compliance with applicable local laws. The Services may contain references or cross references to products or services that are not available or approved by the appropriate regulatory authorities in your country. Such references do not imply that we intend to announce or make available such products or services to the general public, or in your country. Contact us at theborrowedboutique@gmail.com to determine which products and services may be available to you.

Export Laws. The laws of the United States of America prohibit the export of certain software and data to particular persons, territories, and foreign states. You agree not to export the Services, including Our Content, or any part thereof, in any way, in violation of United States law.

Governing Law and Venue. These Terms are governed and interpreted pursuant to the laws of the State of Indiana, notwithstanding any principles of conflicts of law. Any disputes in connection with these Terms that result in court action, in accordance with these Terms, will be resolved exclusively by a state or federal court located in Henry County, Florida, and you specifically consent to the personal jurisdiction of such courts and waive any claim of forum non conveniens.

Entire Agreement. These Terms are the entire agreement between you and The Borrowed Boutique relating to the subject matter herein and shall not be modified except by us in accordance with these Terms, or as otherwise agreed in writing by you and us. No employee, agent or other representative of The Borrowed Boutique has any authority to bind us with respect to any statement, representation, warranty or other expression not specifically set forth in these Terms.

Severability and Waiver. Unless otherwise set forth herein, if any part of these terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions. The failure of a party to require performance of any provision will not affect such party's right to require performance at any time thereafter, nor shall

a waiver of any breach or default of these Terms or any provision of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Assignment. You may not assign or transfer these Terms or any of your rights or obligations under these Terms. We may assign these Terms at any time without notice to you.

Force Majeure. We will not be liable for, or be considered to be in breach of these Terms on account of, any delay or failure to perform as required by these Terms as a result of any cause or condition beyond our reasonable control.

Contact Information. Please send any questions or comments, or report violations of these Terms, to us at theborrowedboutique@gmail.com.