

Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE OR THE SOLELY JANE MOBILE DEVICE APPLICATION (COLLECTIVELY, THE “SITE”), AS THE FOLLOWING APPLIES EQUALLY TO BOTH.

All users of this site (“user” or “you”) agree that access to and use of this site are subject to the following terms and conditions and other applicable law.

Copyright and Use Rights

The entire content included in this site, including, but not limited to, text, graphics or code is copyrighted as a collective work under the United States and other copyright laws, and is the property of Solely Jane. The collective work includes works that are licensed to Solely Jane. Copyright 2018, Solely Jane – ALL RIGHTS RESERVED. Subject to applicable law and the restrictions set forth herein, Solely Jane hereby grants the user permission to download, display, electronically copy and/or print hard copy portions of this site, so long as such use is done solely for your own non-commercial use, or to place an order for Solely Jane products. Any other use, including but not limited to, the reproduction, distribution, display or transmission of the content of this site is strictly prohibited, unless specifically authorized by Solely Jane in writing. You further agree not to change or delete any proprietary notices from materials downloaded or accessed from the site.

Subject to the terms and conditions set forth herein, Solely Jane grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to use the site, solely for your personal use; provided, however, that such use does not include service bureau use, outsourcing, renting, or time-sharing the site. You acknowledge and agree that the Solely Jane Mobile Application will not be available to you for use, unless and until the permitted user and applicable hand-held device are registered as required by Solely Jane. The functionality available to the user, may vary based on whether the Service is accessed via the actual Website, or via the Solely Jane Mobile Application. Except as provided herein, the license granted to you does not convey any rights in the site, express or implied, or ownership in the site, any content therein, or any intellectual property rights thereto. Any rights not expressly granted herein are

reserved by Solely Jane.

Furthermore, you hereby grant Solely Jane a non-exclusive, license to copy, store, host, record, transmit, maintain, display, view, print, or otherwise use any data, information, or other materials of any nature whatsoever, provided to Solely Jane by you in the course of using the site (“Your Data”) to the extent necessary to provide the Solely Jane services to End-user. The foregoing license is sublicensable to Solely Jane subcontractors on an as-needed basis. You acknowledge and agree that the license to Your Data will survive the termination of your use of the site and these terms and conditions, for six months, for the purposes of storing backup Your Data at an offsite storage facility. Solely Jane may include your trade names, trademarks, service marks, logos, domain names, and other distinctive brand features in presentations (collectively, “Your Marks”), marketing materials, and customer lists, subject to reasonable trademark practices and guidelines provided by you to Solely Jane in writing. Upon your request, Solely Jane will furnish you with a sample of such usage.

You further acknowledge and agree that electronic communications and data may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. You acknowledge and agree that Solely Jane is not responsible for any of Your Data which is lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by Solely Jane. To the extent deemed necessary by you, you agree to implement security procedures necessary to limit access to the site to Your Data and will maintain a procedure external to the site for reconstruction of lost or altered files, data or programs. You are responsible for establishing designated points of contact to interface with Solely Jane.

Trademarks

All trademarks, service marks and trade names are the property of Solely Jane. Solely Jane used in the site are trademarks or registered trademarks of Solely Jane.

Warranty Disclaimer

This site and the materials and products on this site are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible

pursuant to applicable law, Solely Jane disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Solely Jane does not represent or warrant that the functions contained in the site will be uninterrupted or error-free, that the defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. Solely Jane does not make any warranties or

representations regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Please be advised, that some states do not permit limitations or exclusions on certain warranties, so the above limitations may not apply to you.

Maintenance. Solely Jane may conduct maintenance and upgrades, or issue new releases, which may cause the site to be temporarily unavailable.

Limitation of Liability

Solely Jane is not liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this site or the performance of the Solely Jane products, even if Solely Jane has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of certain types of liability, or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Typographical Errors

In the event that a Solely Jane product is mistakenly listed at an incorrect price, Solely Jane reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. Solely Jane reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Solely Jane will issue a credit to your credit card account in the amount of the incorrect price.

Term; Survival

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be amended or terminated by Solely Jane without notice at any

time, for any reason. The provisions that by the context are clearly intended to survive the termination hereof, and specifically, those relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, will survive any such termination.

Notice

Solely Jane may deliver notice to you by means of e-mail, a general notice through the site, or by other reliable method to the address you have provided to Solely Jane.

Passwords, Access, and Notification.

End-user shall provide and assign unique passwords and user names to each permitted user. End-user will be responsible for the confidentiality and use of End-user's and its users' passwords and user names. Solely Jane may assume that any electronic communications it receives under End-user's passwords, user name, and/or account number will have been sent by End-user. End-user agrees to immediately notify Solely Jane if End-user becomes aware of any loss or theft or unauthorized use of any of End-user's passwords, user names, and/or account number. End-user further shall immediately notify Solely Jane if a user leaves the employment or service of End-user, and shall take such action as may be required to terminate such user's access to the Service.

Miscellaneous

Your use of this site is governed in all respects by the laws of the state of Utah, U.S.A., without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this site (including but not limited to the purchase of Solely Jane products) shall be in the state or federal courts located in Salt Lake County, Utah. Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of Solely Jane products) must be commenced within one (1) year after the claim or cause of action arises. Refraining from pursuing legal action against you for any violation of the terms hereof, will not be construed as a waiver of any provision or right of Solely Jane. Neither the course of conduct between the user and Solely Jane, nor trade practice, will act to modify any of these terms and conditions. Solely Jane may assign its rights and duties under these terms and conditions to any party at any time without notice to you.

Harassment

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Solely Jane employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

Participation Disclaimer

Solely Jane does not, and cannot, review all communications and materials posted to, or created by users accessing the site, and is not in any manner responsible for the content of such communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content through the site, Solely Jane is merely acting as a passive conduit for such distribution, and is not undertaking any obligation or liability relating to any such content or activities on the site; provided, however, that, Solely Jane reserves the right to block or remove communications or materials that it, in its sole discretion, determines to be: (a) abusive, defamatory, libelous, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or; other intellectual property right of another, or (d) offensive or otherwise unacceptable to Solely Jane.

Indemnification

You agree to indemnify, defend, and hold harmless Solely Jane, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your use of the site or your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet Service Provider.

Third-Party Links

In an attempt to provide increased value to our visitors, Solely Jane may link to external websites or apps/applications operated by third parties. However, even if such third party is somehow affiliated with Solely Jane, Solely Jane has no control

over these linked websites or apps/applications, all of which have separate privacy and data collection practices, independent of Solely Jane. Any such linked websites or apps/applications are only for your convenience, and therefore you access them at your own risk. Nonetheless, Solely Jane seeks to protect the integrity of its site, and the links placed upon it, and therefore requests from you, any feedback on not only its own site, but for any third party websites or apps/applications that it links to as well (including if a specific link does not work).

Privacy.

Please check the website for privacy policies of Solely Jane.

Contact us with your questions or suggestions

If you have any questions or concerns regarding our Terms and Conditions, please contact our Customer Care Department at (844)584-5263 or emailing us at: support@solelyjane.com