

Mini Fashion Terms of Use

The www.Mini Fashion.com website (the “Site”) and the Mini Fashion mobile application (whether on iOS, Android or another platform, the “App”) are owned and operated by Mini Fashion, Inc., a Delaware corporation (together with its successors and assigns, “Mini Fashion”, “we”, “us” or “our”). The Site and the App, together with any of our related sites, services, tools or applications, are collectively referred to herein as the “Services”. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SERVICES. By using the Services in any manner, whether or not you create an account with us as described below, you (the “user”, “you” or “your”) agree to these terms of use (as they may be amended from time to time, the “Terms”), including any additional terms and conditions and policies referenced herein or available by hyperlink. If you do not agree to the Terms, you are not allowed to use the Services. We reserve the right, at our discretion, to change, modify, add or remove portions of the Terms or any such additional terms and conditions or policies at any time, and we will post the Terms (or such additional terms and conditions or policies) as so modified on the Site and the App. Please check these Terms and any such additional terms and conditions or policies referenced herein periodically for changes. Your continued use of the Services following the posting of changes to the Terms or any such additional terms and conditions or policies referenced herein will mean you accept those changes.

HOW MINI FASHION WORKS

The Services are a mobile and online platform that allows users to (i) list children’s apparel and other items for sale by posting photos and other content relating to such items, (ii) browse, search, discuss and purchase such items, (iii) participate in an online community focused on children’s fashion and (iv) and engage in other activity relating to the foregoing. Any user that buys one or more items through the Services is referred to herein as a “buyer”, and any user that lists one or more items for sale on the Services is referred to herein as a “seller”. A user may be both a buyer and a seller.

POSTING CONTENT

All information, data, text, software, music, sound, photographs, graphics, video, messages, or any other materials whatsoever, whether publicly posted or privately transmitted to Mini Fashion or the Services, are collectively referred to herein as “Content.” The submitting user retains ownership of Content submitted by such user. Notwithstanding the user’s ownership of the Content, the submitting user grants Mini Fashion a royalty-free, perpetual, irrevocable, world-wide, non-exclusive, transferable license to use, reproduce, modify, publish, translate, distribute, and display such Content (in whole or part) on the Services and for any other reasonable purpose. Without limiting the foregoing, such license shall extend to the use of any submitting user’s Content in marketing emails, share pages or other advertising materials that we may develop or distribute from time to time.

Mini Fashion has not, and will not, review, monitor or edit the Content for accuracy, authenticity, timeliness, integrity or completeness. Mini Fashion shall have the right (but not the obligation) in its sole discretion to refuse or delete any Content that it considers to violate the Terms or to be illegal or otherwise inappropriate for the Services. Mini Fashion, in its sole and absolute discretion, may preserve Content and may also disclose or otherwise use Content if required

to do so by law, judicial or governmental mandate or, to protect the rights, property, or personal safety of Mini Fashion, users of the Services or the public.

Without limiting the generality of the foregoing, we advise you that the Services contain features that allow users to send non-public messages to each other and that any messages or other information sent between or among users using such features are considered Content hereunder. While it is not our policy to generally monitor or review user messaging activity, we advise you that we may review, disclose and use information contained in any such messages for any of the purposes described above.

We may from time to time invite users of Facebook, Instagram or other social network sites to associate photos or other content posted to such sites with customized hashtags that we suggest (such as “#iamkid2016”) for the purpose of identifying photos or other content that may be relevant to users of the Services or for our promotional activities. By associating photos or other content with any such hashtag, you agree that such photos and other content will be deemed Content hereunder and subject to these Terms.

INAPPROPRIATE USE

In order to maximize the user experience in using the Services, and avoid, eliminate or minimize some of the disruptive, disrespectful and nonproductive activity you often encounter at other websites and blogs, we ask you to follow these rules: (a) do not upload to, distribute through or otherwise publish through the Services any Content that is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable or that would constitute or encourage a criminal offense, violate the rights of any party or that would otherwise give rise to liability or violate any law; (b) do not use the Services in any manner that could be offensive, including but not limited to posting Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, or that could be harmful to minors or that harasses or advocates harassment of another person; (c) only use the Services in a manner consistent with all laws and regulations and in accordance with these Terms; (d) do not impersonate any person or entity, misrepresent any affiliation with another person, entity, or association, use false IP addresses or headers, or otherwise conceal your identity for any purpose; (e) only submit Content for which you have the copyright or other specific permission to distribute electronically; (f) do not violate, plagiarize, or infringe on the rights of third parties, including without limitation copyright, trademark, trade secret, privacy, publicity or other proprietary rights; and (g) do not, without our express written approval, distribute or otherwise publish any Content containing any solicitation of funds, advertising, affiliate marketing offers, link referral codes, junk mail, “spam,” chain letters or pyramid schemes.

OUR LICENSE TO YOU

The Services, including but not limited to all text, graphics, logos, icons, images, data, graphs, audio, videos, computer programs and other material and information contained on, or utilized in the provision of, the Services, are the property of Mini Fashion, its users or its content suppliers, as applicable, and are protected by copyrights, trademarks, trade secrets, patents or other proprietary rights. Mini Fashion hereby grants you a limited, nonexclusive, non-transferable personal license to use the Services only for (i) personal or informational purposes and (ii) for the limited commercial purpose of buying and selling items posted to the Services in accordance with these Terms. The

term of such license is limited to the period that you maintain a valid user account and otherwise comply with these Terms. You may print and/or download and store portions of the Services for such purposes, so long as you retain all copyright and other proprietary notices contained within the Services. Except as expressly authorized by Mini Fashion in writing, you may not use, copy, distribute, modify or create derivative works from, disclose, display, transmit, or post or any portion of the Services for any purpose, create internet “links” to the Site or App or “frame” or “mirror” the Site or App on any other server or wireless or Internet-based device. All rights not expressly granted herein are reserved to Mini Fashion and/or its licensors.

USER ACCOUNTS

To use certain features of the Services or participate in certain activities sponsored by Mini Fashion, you will be required to create an account with us. Each user that creates such an account must: (1) personally provide true, accurate, current and complete information on the applicable registration form (collectively, the “**Registration Data**”) and (2) maintain and promptly update the Registration Data as necessary to keep it true, accurate, current and complete. If, after investigation, Mini Fashion has reasonable grounds to suspect that any user’s information is untrue, inaccurate, not current or incomplete, Mini Fashion may suspend or terminate any and all current or future use of the Services by that user. You may also create an account with us by connecting the Services with a third-party social networking service (such as Facebook) and giving us permission to access and use your information from that service as permitted by that service, and to store your log-in token for that service as set out in our privacy policy.

A user may receive passwords and account designations upon completing certain registration processes in connection with the Services and is wholly responsible for maintaining the confidentiality of such passwords or designations.

LISTING AND SELLING

By listing an item on the Services, you represent and warrant that you and all aspects of the item comply with these Terms. You also represent and warrant that you may legally sell the item. You must accurately describe your item and all terms of your offer on the Services. Your listings may only include text descriptions, graphics, pictures and other content relevant to the sale of that item. All items must be listed in an appropriate category.

You may not do any of the following in using the Services at any time: (i) use another user’s account without permission, (ii) alter an item’s price after it has sold, (iii) make or attempt to make direct arrangements with a buyer or a seller to use a payment method other than the approved payment methods available through the Services, or (iv) take any action which is deliberately designed to circumvent, reduce or manipulate Mini Fashion transaction fees. Your failure to comply with any of the foregoing constitutes grounds for our immediate termination of your ability to use the Services.

FEES

Creating a user account with Mini Fashion and listing items for sale through the Services is free.

Prices for items listed on the Services are always displayed to buyers on a “shipping included” basis. In other words, the price displayed in an item listing (the “Listing Price”) is the total price the buyer will pay to purchase the item and have it packaged and shipped to him or her by the seller. The Services permit sellers to offer discounts on individual item or multiple-item orders from a single buyer and, in such cases, the “**Listing Price**” of an item as used herein means to the price displayed for such item after giving effect to such discount.

An “**Order**” refers an item or group of items purchased by a single buyer from a single seller in the single “Cart” checkout on the Services. When an Order is placed, we charge the seller of the Order a transaction fee equal to 18% of the aggregate Listing Price of all the items in the Order. The amount the seller makes for Order (the “**Seller Proceeds**”) is thus 82% of the aggregate Listing Price for the items in the Order.

You are responsible for paying all applicable taxes associated with using the Services (other than taxes on Mini Fashion’s income).

Unless otherwise stated, all fees are quoted in US Dollars (USD). Our fee policy is subject to change. We will post any permanent changes to our fee policy by updating these Terms in accordance with the first paragraph of the Terms. We may also choose to temporarily change the fees for certain services for promotional events; such changes are effective when we post the temporary promotional events on the Services or otherwise provide notice to you. We may waive or reduce our fees for certain users or groups of users in our sole discretion. We may, at our sole discretion, change some or all of our Services at any time. In the event that we introduce a new service, the fees for that service are effective at the launch of the service.

In certain situations, including but not limited to a void or invalid transaction, we may issue a reimbursement of applicable fees to a seller.

SHIPPING

Sellers pay for shipping on Mini Fashion. As a seller, when listing an item, you should factor in the cost of packaging and shipping the item in setting the Listing Price. Sellers may combine multiple items purchased in a single Order into a single package and may offer discounts to buyers to account for reduced shipping cost associated with such combined packaging. All Orders must be shipped using a trackable shipping method offered by the U.S. Postal Service (“**USPS**”), United Parcel Service (“**UPS**”), Federal Express (“**FedEx**”) or another shipping service recognized by the Services. As a convenience to our users, we have built features in to the Services that allow the seller of an Order to purchase a USPS shipping label for the Order directly from Mini Fashion. When an Order is placed by a buyer, the seller must confirm the Order by either (i) purchasing a USPS shipping label for the Order from Mini Fashion through the Services or (ii) purchasing trackable postage for the Order outside of Mini Fashion (at USPS, UPS, FedEx or another approved shipping service) and entering the tracking number in the Order confirmation screen on the Services.

SELLER PROCEEDS RESULTING FROM A SALE WILL NOT BE CREDITED TO THE SELLER’S ACCOUNT (AS DESCRIBED BELOW) UNTIL THE SHIPPING LABEL IS SCANNED OR THE TRACKING SERVICE USED OTHERWISE INDICATES THAT ORDER HAS BEEN SHIPPED.

Mini Fashion provides a shipping estimator tool in the listing process to help sellers estimate shipping costs. This tool provides an estimate only for use in calculating the Listing Price. The seller’s actual shipping cost will be determined

at the time the seller purchases postage after an Order is placed (either by purchasing a label from Mini Fashion or by purchasing trackable postage outside of Mini Fashion).

If the seller purchases a shipping label for an Order from Mini Fashion, Mini Fashion will generate and provide (in electronic format) a USPS shipping label for the Order based on shipping weight or other information the seller enters during the listing process and confirms after the Order is placed. The seller must package the items in the Order, and print and affix the shipping label to the package, using the seller's own printer, tape and packing materials. The seller must then ship the package by dropping it off at a USPS Post Office or giving it to a USPS mail carrier. If the shipping weight of the package exceeds the maximum weight applicable to the label purchased by the seller or the package does not otherwise meet applicable USPS requirements, the package may be returned to the sender by USPS, or the buyer may be required to pay additional postage before the USPS will deliver the package. If you are a buyer that has been required to pay additional postage and would like to seek reimbursement from the seller, please contact us at tom@tbldevs.com

The seller of an Order must ship the Order within 7 calendar days of the date of purchase or the Order will be automatically cancelled and the buyer's purchase price will be refunded. If you are unable to ship an item within 7 days, please contact us at tom@tbldevs.com

KID BUCKS

We hold all Seller Proceeds resulting from Orders placed on the Services in a single deposit account established by Mini Fashion with a commercial bank for the benefit of our users. We keep individual sub-account records for each Mini Fashion seller (each a "**Kid Bucks Account**"). The balance in a user's Kid Bucks Account is referred to herein as the user's "**Kid Bucks**". When an Order is placed, the anticipated Seller Proceeds relating to such Order will appear in the seller's Kids Buck Account in "pending" status ("**Pending Kid Bucks**"). Pending Kid Bucks are not available for withdrawal and may not be used by the seller for any purpose except as the Services may otherwise permit. When the tracking number for a packaged Order indicates that the Order is on its way to the buyer, the Seller Proceeds related to such Order will be released to the seller's Kid Bucks Account in the form of Kid Bucks that are available for withdrawal ("**Redeemable Kid Bucks**"). Redeemable Kid Bucks can be cashed out to your PayPal account or bank account or used for future purchases on the Services.

In connection with our friends referral program (discussed below) or other promotional activity, we may from time to time credit a user's Kid Bucks Account with restricted funds ("**Kid Buck Credits**") that may be used for future purchases on the Services (or for other purposes that the Services expressly permit) but may not be cashed out or otherwise used by you for any other purpose. The receipt and/or use of Kid Buck Credits may be subject to expiration dates and such other terms and conditions as we may from time to time establish in our sole discretion with or without notice to you.

CASHING OUT

In order to cash out Redeemable Kid Bucks, you must either link your PayPal account with the Services or provide us with your bank account number and routing number, and in either case you must initiate a withdrawal request through the Services. For these transactions, we will make PayPal transfers or electronic transfers via ACH to your bank

account, as applicable, in the amount you specify. Such requests constitute your authorization to us to make the transfers and your representation and warranty that you are authorized to initiate such transfer. Once you have provided your authorization for the transfer, you will not be able to cancel the electronic transfer. We reserve the right to establish a minimum amount of any such transfer. We do not currently but may in the future allow alternative methods of withdrawing Redeemable Kid Bucks from a user's Kid Bucks Account. We reserve the right to establish a maximum period during which users may maintain a Kid Bucks Account balance and to require a withdrawal of all Redeemable Kid Bucks in such manner as we reasonably deem appropriate at the expiration of such period or upon the happening of such other events as we may deem appropriate, such as the closure of a user's Mini Fashion user account. We reserve the right to cancel, suspend or delay cash outs for purposes of fraud detection and prevention. Kid Bucks do not earn interest.

PAYPAL ACCEPTABLE USE POLICY

If you link your PayPal account with the Services, you are independently responsible for complying with all applicable laws in all of your actions related to your use of PayPal's services, and you must adhere to the terms of PayPal's Acceptable Use Policy, which is available at <https://www.paypal.com/us/webapps/mpp/ua/acceptableuse-full>.

CREDIT CARD TRANSACTIONS

To the extent you as a buyer effect any transaction on the Services using a credit card, you must have a valid credit card on file, and we will (or a third-party credit card processor may) store your credit card information. We (or such third-party credit card processor) will verify your credit card information (including expiration date and billing address) but will not charge your credit card unless you conduct an activity through the Services that requires your credit card to be charged. By agreeing to pay for a transaction with your credit card, you authorize us to charge your credit card.

FRIEND REFERRAL PROGRAM

We may from time to time offer certain rewards (such as Kid Buck Credits) to existing users that refer new users to the Services using an invite code provided by us to such existing users or a similar method. We may also make similar rewards available to such new users using an invite code or that we otherwise determine have been referred to the Services by an existing user. The amount and requirements to earn such rewards will be determined, and may change, from time to time in our sole discretion and any such program may be terminated by us at any time, in each case with or without notice to you. We also reserve the right to limit the number and/or amount of rewards that may be earned with respect to any existing user with or without notice to you. To be eligible for a reward (whether granted to an existing user or new user), the new user must be an individual that has never registered for the Service as determined by us in our sole discretion. Any such referral reward cannot be redeemed or withdrawn for cash or traded for cash or any other good or service, except as the Services may otherwise expressly permit. We reserve the right to set expiration dates on rewards and to void any rewards that we believe in our sole discretion are a result of fraud or other misuse of a referral program or the Services.

CHILDREN

The Services are not intended for use by children. If you are under 13, you may not submit or post any information or material on the Services or otherwise provide such information to Mini Fashion, including but not limited to personally identifiable information. Users of the Services have the option of submitted information about their children. Please refer to our privacy policy.

TERMINATION

Mini Fashion may terminate or limit a user's ability to use the Services in Mini Fashion's absolute discretion and for any reason. Mini Fashion may terminate your use of the Services for reasons that include, but are not limited to, the following: (1) violation of these Terms; (2) abuse of resources on which the Services rely or attempt to gain unauthorized entry to the Services; or (3) as required by law, regulation, court or governing agency order. Mini Fashion's termination of any user's access to the Services may be effected without notice and, on such termination, Mini Fashion may immediately bar any further access to the Services. Mini Fashion shall not be liable to any user or other third party for any termination of that user's access to the Services. In the event of termination, Mini Fashion reserves the right to delete, or not delete, a user's Content at Mini Fashion's sole discretion.

LINKS

The Services may provide links to other websites maintained by third parties. Mini Fashion exercises no control whatsoever over such other websites and is not responsible or liable for the availability, content, advertising, products, services or other materials on such websites. Your access and use of such linked websites, including information, material, products and services therein, is solely at your own risk.

RESPONSIBILITY FOR USE; WARRANTY DISCLAIMER; LIMITATIONS OF LIABILITY

Each user shall indemnify, defend and hold Mini Fashion and its officers, directors, affiliates, employees and agents harmless from any and all claims, demands, damages, costs, and liabilities including reasonable attorneys' fees, made by any third party due to or arising out of that user's acts or omissions, including claims arising out of that user's use of the Services; his or her submission, posting or transmission of Content or his or her violation of the Terms.

Mini Fashion is not party to, has no involvement or interest in, makes no representations or warranties as to, and have no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between you and any other user, person or organization ("**your interactions with others**"). You must conduct any necessary, appropriate, prudent or judicious investigation, inquiry, research or due diligence with respect to your interactions with others. You agree to indemnify and hold Mini Fashion and its members, governors, officers, directors, employees and agents harmless from and against any third-party claim, cause of action, demand or damages related to or arising out of your interactions with others.

Should you have a dispute with one or more users, or an outside party, you release Mini Fashion and its officers, directors, affiliates, employees and agents from any and all claims, demands and damages (actual and

consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. We encourage users to report user-to-user disputes to your local law enforcement, postmaster general, or a certified mediation or arbitration entity, as applicable. We reserve the right, but have no obligation, to become involved in any way with disputes between you and any other user of the Services.

If you are a California resident, you waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The Services are only a venue for users to interact with other users to list, discuss, buy and sell items. Mini Fashion is only providing a service and is not otherwise involved in any transaction between buyers and sellers who use the Services, and Mini Fashion does not obtain title to any listed or purchased items, nor does it act as a buyer, seller or agent in connection with any such transaction. Mini Fashion does not control the Content posted to the Services and, as such, does not guarantee the accuracy, integrity or quality of such Content and makes no representation whatsoever with respect to underlying goods posted for sale or sold through the Services. Under no circumstances will Mini Fashion be liable in any way for any Content, including, but not limited to, liability for any errors or omissions in any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted or displayed via the Services or as a result of any transaction conducted by any user in reliance on such Content. Each user, by using the Services, may be exposed to Content that is offensive, indecent or objectionable. Each user must evaluate, and bear all risks associated with the use of the Services and any Content, including any reliance on the accuracy, completeness, timeliness, integrity or usefulness of the Services or any such Content.

FOR ANY TRANSACTION THAT IS INITIATED OR CONDUCTED THROUGH THE SERVICES, YOU MUST MAKE YOUR OWN INDEPENDENT DETERMINATION REGARDING THE STATEMENTS, PRODUCT DESCRIPTIONS OR OTHER REPRESENTATIONS OF THE OTHER PARTY AND THE PARTY'S ABILITY TO PAY FOR OR DELIVER THE RELEVANT ITEM(S). PLEASE USE CAUTION AND COMMON SENSE AND PRACTICE SAFE TRADING WHEN DEALING WITH OTHER USERS OR OTHERWISE USING THE SERVICES.

Without limiting the generality of the foregoing, Mini Fashion advises you that the sale and resale of certain items posted for sale through the Services, such as cribs, car seats and certain toys, may be subject to federal, state or local regulation governing the resale of such items, manufacturers' recalls or other rules and regulations relating to the protection of children and consumers. Any user who posts any such item to the Services represents and warrants that the posting and any resale of such item is in full compliance with all such rules and regulations and is not subject to any such manufacturer's recall. Mini Fashion makes no representation or warranty whatsoever in connection with the sale or resale of any such item and shall have no liability whatsoever in connection with the improper or illegal sale or resale of any such item by any user.

Mini Fashion does not guarantee continuous, uninterrupted access to the Services, and operation of the Services may be interfered with by numerous factors outside of Mini Fashion's control. When you access the Services through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply, and Mini Fashion shall have no liability whatsoever for such charges, rates or other fees.

EACH USER'S USE OF THE SERVICES ARE AT HIS OR HER SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND MINI FASHION ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT OR COMMUNICATIONS. MINI FASHION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MINI FASHION SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM ANY USER'S USE OR INABILITY TO USE THE SERVICES. 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 MAY NOT APPLY TO YOU.

THESE LIMITATIONS SHALL ALSO APPLY WITH RESPECT TO DAMAGES RESULTING FROM ANY TRANSACTIONS OR POTENTIAL TRANSACTIONS, GOODS OR SERVICES PROMISED OR EXCHANGED, OR OTHER CONTENT, INTERACTIONS, REPRESENTATIONS, COMMUNICATIONS OR RELATIONS THROUGH, RELATED TO OR AS A RESULT OF MINI FASHION OR CONTENT ACCESSED THROUGH MINI FASHION (INCLUDING, WITHOUT LIMITATION, ANY LINKS ON MINI FASHION AND LINKS IN CONTENT ACCESSED THROUGH MINI FASHION).

THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

TRADEMARK INFORMATION

"Mini Fashion" is a registered trademark of Mini Fashion, Inc. All other marks, names, and logos mentioned on the Services are the property of Mini Fashion or, as applicable, the person displaying or using such mark, name or logo. Your use of the "Mini Fashion" mark or other marks, names and logos set forth on the Services without prior written consent of the applicable owner is strictly prohibited.

COPYRIGHTS

Mini Fashion respects the intellectual property rights of others, and requires that the people who use the Services do the same. It is our policy to respond promptly to claims of intellectual property misuse. If you believe that your work has been copied and is accessible through Services in a way that constitutes copyright infringement, you may notify us by providing the Copyright Agent (defined below) with the following information in writing: (1) the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf; (2) identification of the copyrighted work that you claim has been infringed; (3) identification of the material that is claimed to be infringing and information reasonably sufficient to permit Mini Fashion to locate the material, including the full URL; (4) your name, address, telephone number, and email address; (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (6) a statement, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your Content, you may send a written counter-notice containing the following information to the above-described designated agent: (1) your physical or electronic signature; (2) identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled; (3) a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; (4) your name, address, telephone number, and email address, and a statement that you consent to the jurisdiction of the federal court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which Mini Fashion may be found and (5) a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, we will send a copy of the counter-notice to the original complaining party informing that person that we may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Our designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act of 1998 (the "Copyright Agent") is:

TBL TECH NERDS

Address 1001 16th Street

Denver, CO 80265

Phone: 8459438855

Email: tom@tbldevs.com

PRIVACY

Mini Fashion agrees to treat your private personally identifiable information in accordance with the terms of our then current privacy policy, which is incorporated herein for all purposes by sending an e-mail request to: tom@tbldevs.com

GENERAL INFORMATION

The Terms constitute the entire agreement between each user and Mini Fashion and govern each user's use of the Services, superseding any prior agreements. The Terms and the relationship between each user and Mini Fashion shall be governed by the laws of the State of Minnesota without regard to its conflict of law provisions, and each party shall submit to the personal and exclusive jurisdiction of the courts located within Hennepin County, Minnesota. This Services are controlled and operated by Mini Fashion from its offices within the State of Minnesota, United States of America. Mini Fashion makes no representation that materials in the Services are appropriate or available for use in other locations. Those who choose to access this Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If any provision of the 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 the Terms remain in full force and effect. Nothing herein shall be deemed to create an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship of any kind between Mini Fashion and any user.

SURVIVAL

The provisions above listed under the headings "YOUR SUBMISSIONS", "TERMINATION", "LINKS", "RESPONSIBILITY FOR USE; WARRANTY DISCLAIMER; LIMITATIONS OF LIABILITY", "PRIVACY" and "GENERAL INFORMATION" shall survive any termination or expiration of this Agreement.

If you would like to review prior versions of our terms of service, please contact us at tom@tbldevs.com