**Terms and Conditions**

**Last Update**d: March 7th, 2019

*PLEASE READ THESE TERMS CAREFULLY BEFORE USING OUR PLATFORM*

Re.Use.Full is a site dedicated to connecting people who have stuff they no longer need to a deserving organization that can use it. The following Terms of Use constitute a legally binding agreement (the “Terms”) between you and Re.Use.Full and its affiliates (“Re.Use.Full,” “we,” “us” or “our”) governing your use of our website. You also agree to and accept our Privacy Policy, which describes how we use the information you provide Re.Use.Full and is incorporated into these Terms by reference.

Please read these terms of use carefully. By creating an account, donating products, using the Services, or otherwise indicating your assent to these Terms, you agree to be bound by these Terms and you represent and warrant that (1) you have read, understand, and agree to be bound by these Terms, (2) you are of legal age to form a binding contract with us, and (3) you have the authority to enter into the Terms (on behalf of yourself or the entity that you represent). If you do not wish to be bound by these Terms of Use, you may not access or use the Services or order or purchase any products.

**These Terms govern how claims you and Re.Use.Full have against each other can be brought and will require you to submit claims you have against Re.Use.Full to binding and final arbitration on an individual basis, not as a plaintiff or class member in any class, group or representative action or proceeding. If you do not agree to be bound by these Terms, you may not use or access the organizations or receive any of the donated products.**

**Changes**

We may revise these Terms, our Privacy Policy and/or the Services at any time. Your use of the Services following any change constitutes your agreement to follow and be bound to these Terms and Privacy Policy as revised. We will always post the most current version here. At our discretion, we may also notify you of certain changes by sending you an email to the email address associated with your account. You are responsible for providing us with your current email address, which you may do when you create an account, and you may update it by modifying the information when logged in to your account. For existing users of the Services, any changes to these Terms will be effective thirty (30) calendar days following our posting of the changes on our Services. These changes will be effective immediately for new users of the Services. Continued use of the Services, including purchasing products from us, following such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. Please regularly check Terms of Use view the then-current Terms.

**Privacy and Data Retention**

Please review our Privacy Policy, which is incorporated into these Terms of Use and also governs your use of the Services. To the extent there is a conflict between the terms of the Privacy Policy and these Terms of Use, the Terms of Use govern. If you do not agree with our collection, storage and use of such information as described in the Privacy Policy, do not use our Services.

Re.Use.Full will retain your information as long as we deem necessary. You may inform us of any changes or requests about your personal data, and in accordance with our obligations under local data protection law, we will use all reasonable means to update or delete your personal data accordingly. However, Re.Use.Full will retain and use your information as necessary to comply with our legal obligations, resolve disputes and enforce our agreements. Re.Use.Full reserves the right at all times to disclose any information as Re.Use.Full deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

**License Grant**

Re. Use. Full contains data, text, graphics, photographs, graphs, sounds, images, audio, page headers, software (including HTML and other scripts), buttons, video, and other icons, all of which are arranged and compiled (all of the above “Information”), and which is either owned or licensed by the Company. Your use of this Website and access to the Information is expressly conditioned upon your agreement that all such access and use shall be governed by the terms set forth in these Terms of Use. You are hereby granted a non-transferable, non-sub licensable, limited, revocable, right and license to access and make use of the Website for your own exclusive benefit and solely for the purposes intended by the Website.

**Account Registration**

In order to use the Services, you must register an account with Re.Use.Full directly... In addition, you are allowing us to access, make available, and store any information, content, or other materials that you have provided to or stored in your account. You can revoke our access to any at any time by disconnecting your account via your Re.Use.Full account.

If you choose to register an account with the Service), you agree to provide and maintain accurate, current and complete information about yourself. Unless we expressly authorize you to do so, you are only authorized to create and use one account for the Services and are prohibited from using alter egos or other disguised identities when using the Services.

You also represent and warrant that you (a) have not previously been suspended or removed from the Services; (b) do not have more than one account; and (c) that you have full power and authority to enter into these Terms and in doing so will not violate any other agreement to which you are a party.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Re.Use.Full reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

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**Product Descriptions**

While organizations and donors attempt to be as accurate as possible, Re.Use.Full does not warrant that product descriptions or other content of any Services is accurate, complete, reliable, current, or error-free. If a product offered by Re.Use.Full is not as described, you may return it to us and we will reach out to the donor.

**Trademark Notice**

Please note that Re.Use.Full is a platform for donors to be able to donate the things they do not want, and is not affiliated with or endorsed by any designer, manufacturer, retailer or brand of the items that are listed through our Services.

**Feedback and User Content**

In the event that you provide us any ideas, thoughts, criticisms, suggested improvements or other feedback related to products or the Services (collectively “Feedback”), you agree we may use the Feedback to: (a) improve our Services or any products and (b) promote the Services and products, and that you will not be due any compensation for your Feedback that is used in these ways. To the extent that we have your name, likeness, or voice, this will be part of the Feedback and you agree that we may use your name, likeness and voice in the same manner that we can use other Feedback. You grant to us a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same. This is true whether you provide the Feedback on the Services or through any other method of communication with us, unless we have entered into a separate agreement with you that provides otherwise.

By using the Services, you may submit or publish various forms of media content and written communications as well as photos, captions, suggestions, ideas, comments, questions, or other information (collectively, “User Content”), so long as the User Content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam” or unsolicited commercial electronic messages. You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of a payment method or other User Content. Re.Use.Full reserves the right to use, remove, edit or report such User Content, but is not obligated to regularly review or monitor User Content. You acknowledge and agree that any User Content provided by you to us are non-confidential and shall become the sole property of Re.Use.Full if Re.Use.Full should choose to use the User Content. Re.Use.Full shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of User Content for any purpose, commercial or otherwise, without acknowledgment or compensation to you. If Re.Use.Full does include your User Content, or any part thereof, you are deemed to have granted Re.Use.Full a nonexclusive, royalty-free, perpetual, unlimited, irrevocable, and fully assignable and sub licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from your User Content, and distribute and display your User Content throughout the world on any media or platform.

**Electronic Communications**

By creating an account, you agree that you may receive communications from thredUP, including, but not limited to, newsletters, promotions, special offers, account reminders and updates.

When you use our Services, or send emails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically, such as emails, texts, mobile push notifications, or notices and messages on this site or through the other Services, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

**Limitation of Liability and Disclaimer**

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RE.USE.FULL NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF ANY SERVICE (INCLUDING WITHOUT LIMITATION THE CLEAN OUT BAG), OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY SERVICE, UNLESS OTHERWISE SPECIFIED IN WRITING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. THE ABOVE LIMITATIONS AND EXCLUSIONS ARE ENFORCEABLE UNDER NEW JERSEY LAW.

You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of the Website and Information, and for maintaining any means, which you may require for the reconstruction of lost data or subsequent manipulations or analyses of the Information provided under these Terms. YOU AGREE THAT COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS AND/OR REPRESENTATIVES, SHALL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE WEBSITE AND INFORMATION FOR ANY REASON WHATSOEVER.

Dispute Resolution; Binding Arbitration; Class Action Waiver

Informal Dispute Resolution

In the event you wish to initiate an action, we strongly encourage you to first contact us directly to seek a resolution.

If your issue is not resolved accordingly, then you agree to the following dispute resolution procedure: in the event of any controversy, claim, action or dispute arising out of or related to any transaction conducted through the Services, or the breach, enforcement, interpretation, or validity of these Terms or any part of it (“Dispute”).

**Arbitration Agreement**

To the extent you cannot resolve any Dispute through the informal dispute resolution procedure described above, A DISPUTE SHALL BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION. Arbitration is a process established by law that allows parties to a transaction to agree to resolve their Disputes by an independent arbitrator, rather than by a judge and jury. In arbitration, only the arbitrator hears the evidence presented by both sides and makes a decision that is final and binding on the parties. The arbitrator may award damages and provide other relief as provided by law. By agreeing to arbitrate any Disputes with us, you agree to give up your right to go to court to assert or defend your rights under this Agreement and with respect to any Dispute, You and Re.Use.Full expressly delegate to the arbitrator the authority to determine the arbitrability of any Dispute, including the scope, applicability, validity, and enforceability of this arbitration provision. This Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes, which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

**Waiver of Right to Bring Class Actions and Representative Claims**

All arbitrations shall proceed on an individual basis, not on a class action or other consolidated basis. The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to you and shall not be joined with, or otherwise affect, any other Dispute. **You and Re.Use.Full agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and Re.Use.Full hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration (either as a named-plaintiff or class member), and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind**. If a court decides that applicable law precludes enforcement of any of this paragraph’s limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act. The terms of the Arbitration Agreement provisions shall survive after this Agreement terminates or your use of the Sites ends. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.

**Termination**

With the exception of the Arbitration Agreement, which shall survive the termination of these Terms, these Terms are effective unless and until terminated by either you or Re.Use.Full You agree that Re., in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Services at any time. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Services, may be referred to appropriate law enforcement authorities. Re.Use.Full may also in its sole discretion and at any time discontinue providing the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services under any provision of these Terms may be effected without prior notice, and acknowledge and agree that Re.Use.Full may immediately deactivate or delete your account and/or bar any further access to the Services. Further, you agree that Re.Use.Full shall not be liable to you or any third-party for any termination of your access to the Services.

Re.Use.Full may terminate these Terms immediately without notice for any of the following reasons: (a) if you fail to make any payment when due; (b) for any unauthorized access or use by you; (c) if you assign or transfer (or attempt the same) any rights granted to you under these Terms; (d) if you fail to abide by the rules and regulations relating to the use of, or tamper with or alter any of the Information contained in, or accessed through, the Website; (e) if you transmit or receive any Information using the Website (or cause the same) in violation of these Terms (Re.Use.Full, at its sole discretion, shall determine whether any information transmitted or received violates this provision); or (f) if you violate any of the other terms and conditions of these Terms. Termination or cancellation of these Terms shall not affect any right or relief to which the Re.Use.Full may be entitled, at law or in equity. Upon termination of these Terms, all rights granted to you will terminate and revert to Re.Use.Full.

Re.Use.Full reserves the right to modify the terms and conditions of these Terms. Such modifications may include, without limitation, changes in prices, implementation of user priorities, implementation of rules for use by you, and discontinuance of functional aspects of the Website. Re.Use.Full may also add, withdraw or modify Services or Information within the Website at any time in its sole discretion. All such modifications shall be displayed online, and such display shall constitute effective notice under these Terms on the day Re.Use.Full places them on the Website. You agree to review the terms and conditions of these Terms periodically to be aware of such revisions.

**General Information**

These Terms shall be governed by the laws of the State of California without regard to choice of law principles, except for the Arbitration Agreement above, which shall be governed by the Federal Arbitration Act. These Terms are for the benefit of, and will be enforceable by, the parties only and are not intended to confer any right or benefit on any third party or to create any obligations or liability of a party to any such third party. If any provision of the Terms is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions shall remain in full force and effect. You agree that these Terms and all incorporated agreements may be automatically assigned by Re.Use.Full, in our sole discretion.

Questions?

If you have questions about these Terms or the Services, please contact us.