

Terms and Agreements

Introduction

Please read the following information carefully as it lists all your rights, obligations, and responsibilities as a lender and a renter as well as the rights and responsibilities of MyRaveCloset, Inc:

MyRaveCloset, Inc (hereafter referred to as "MyRaveCloset," "we," "us," or "our") provides a mobile application that connects owners who own fashion items to rent with local renters looking to rent such items. By using the mobile application (MyRaveCloset), you agree to comply with and be legally bound by the terms and conditions of these Terms of Service (the "Terms"), whether or not you become a registered user of the services MyRaveCloset provides. These Terms govern your access to and use of the application, and constitute a binding legal agreement between you and MyRaveCloset. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the application. Failure to use the application in accordance with these Terms may subject you to civil and criminal penalties. MyRaveCloset IS A MOBILE PLATFORM THROUGH WHICH OWNERS MAY LIST ITEMS FOR RENT AND WHICH RENTERS MAY BROWSE AND RENT THESE ITEMS. YOU UNDERSTAND AND AGREE THAT MyRaveCloset IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN OWNERS AND RENTERS, NOR IS MyRaveCloset A CLOTHING BROKER, AGENT, OR INSURER. MyRaveCloset HAS NO CONTROL OVER THE CONDUCT OF OWNERS, RENTERS, AND OTHER USERS OF THE SITE, OR ANY ITEM EXCHANGE, AND DISCLAIMS ALL LIABILITY IN THIS REGARD.

Main Terms

"Terms" means this document, or the Terms and Conditions with which Users must agree in order to register for and use MyRaveCloset.

"MyRaveCloset Content" means all Content that MyRaveCloset makes available through the Site.

"Content" means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

"Member" or "User" means a person who completes MyRaveCloset's account registration process.

"Renter" means a Member who requests a rental via MyRaveCloset. Often referred to as "Borrow" in the application

"Site" means MyRaveClosetapp.com and all webpages that are accessible on

MyRaveClosetapp.com.

"Owner" means a Member who has listed items for rent on MyRaveCloset.

"Member Content" means all Content that a Member posts, uploads, publishes, submits or transmits to be made available through the Site.

"User Data" means all personal information and Member Content entered into or uploaded onto MyRaveCloset.

"Retail Price" means the user-defined retail price of the rental item to be uploaded.

"User Payout" means the user-defined amount of money which the user wishes to profit from renting out a specific item.

"Listing Price" or "Rental Price" means the price calculated by MyRaveCloset's Pricing Model, which is the amount for which the dress is to be rented and the Renter to be charged upon a successful transaction.

"Pricing Model" and its associated "Fees" means the way, regarding percentage cut of Retail Price and User Payout, that MyRaveCloset calculates the Listing Price and Renters upon a successful transaction.

"Including" means including but not limited to.

"Includes" means includes but is not limited to.

YOU ACKNOWLEDGE AND AGREE THAT BY ACCESSING OR USING MyRaveCloset, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS OUTLINED IN THIS DOCUMENT. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE MyRaveCloset IN ANY WAY.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity rather than a single user

Modification

MyRaveCloset reserves the right, at its discretion, to modify the MyRaveCloset application as well as these Terms, including the Pricing Model, at any time. If we modify these Terms, we will provide you with notice of the modification(s). By continuing to access or use MyRaveCloset after we have provided you with notice of a modification, you are indicating that you agree to be legally bound by the modified Terms. If you do not accept the modified Terms, your only recourse is to cease using MyRaveCloset immediately.

Eligibility

The application is intended for individuals older than 16 years of age. By accessing or using MyRaveCloset, you are confirming that you are 16 years of age or older.

Items rented through MyRaveCloset may be used and worn by individuals under the age of 16, but rentals should only be made by persons 16 or over. By agreeing to our Terms and registering for MyRaveCloset, you consent that you are 16 years or older and that you are authorized to use the chosen payment method (including credit cards, debit cards, etc.) for the purpose of renting the items as described in these Terms.

PLEASE NOTE THAT, AS STATED ABOVE, MyRaveCloset IS INTENDED TO BE USED TO FACILITATE THE RENTAL OF ITEMS FROM USER TO USER.

MyRaveCloset CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY RENTALS. MyRaveCloset IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND RENTAL EXCHANGES. ACCORDINGLY, ANY TRANSACTIONS WILL BE MADE AT THE OWNERS' AND RENTERS' OWN RISK.

In order to access certain features of the MyRaveCloset, and to book an Item for rent or create a Listing, you must register and create an account which makes you a Member by default.

You can only register or join by logging into your account with certain third party social networking sites ("SNS") (including Facebook). As part of the functionality of the Site, Application and Services, you may link your MyRaveCloset Account with Third Party Accounts, by either: (1) providing your Third Party Account login information to MyRaveCloset through the Site, Services or Application; or (2) allowing MyRaveCloset to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account. You represent that you are entitled to disclose your Third Party Account login information to MyRaveCloset and/or grant MyRaveCloset access to your Third Party Account (including for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating MyRaveCloset to pay any fees or making MyRaveCloset subject to any usage limitations imposed by such third party service providers. By granting MyRaveCloset access to any Third Party Accounts, you understand that MyRaveCloset reserves the right to access, make available, and store any Content and User Data that you have provided to and stored in your Third Party Account or MyRaveCloset so that it is available on and through the application.

PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS

GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS.

We will create your MyRaveCloset Account and your MyRaveCloset profile page for your use of the application based upon the personal information you provide to us and/or that which we obtain from Facebook or other third-parties to which you grant MyRaveCloset access. You may not have more than one active MyRaveCloset Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete.

MyRaveCloset reserves the right to suspend or terminate your MyRaveCloset Account and your access to the application if you create more than one

MyRaveCloset Account or if any information provided during the registration process or thereafter proves to be inaccurate or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your MyRaveCloset Account, whether or not you have authorized such activities or actions. You will immediately notify MyRaveCloset of any unauthorized use of your MyRaveCloset Account. MyRaveCloset is not responsible for the security of your account or any User Data or Content therein. Therefore, you are encouraged to practice common sense and basic operational security to ensure the safety and secrecy of your account credentials and your User Data and Content.

Rental Agreement

Request:

The standard rental period is subject to the agreement between the Owner and the Renter. If the rental period is modified, please reach out to MyRaveCloset to prevent any late fees. The lifetime of a transaction, governed by a sequence of transaction statuses, with regard to a rental item, is as follows:

- requested = a dress has been requested by a Renter
- confirmed = Owner accepts request of rental, within 12 hours of request
- declined = Owner declines request, within 12 hours of request.

Transaction lifetime has ended.

- picked up = as soon as item is turned over to Renter, Owner indicates that the transfer has been made and payments are processed
- returned without claim = the Owner indicates that the dress has been returned and is in acceptable condition.
- return with claim = the Owner indicates that the dress has been returned

but is severely damaged, in which MyRaveCloset will confirm the integrity of the claim and, if the damage is significant as determined at MyRaveCloset's own discretion, we will charge the Renter 100% of the Retail Value, 80% of which will be disbursed to the Owner.

We reserve the right to restrict, cancel, alter, or prohibit any rentals of items for any reason, including availability, maintenance, and other extenuating circumstances, without notice or warning.

You agree to treat the items with great care. You are responsible for loss, destruction or damage to the Products due to theft, mysterious disappearance, fire, major stains or any other cause, other than normal wear and tear. Normal wear and tear includes: minor stains, rips, missing beads, and stuck zippers. If you return a rented item that is damaged beyond normal wear and tear, then you agree that MyRaveCloset will charge you, and you shall pay, for the price for repairing or replacing the Product, as mentioned previously, up to the Retail Value for the Product. This charge will be applied to the credit or debit card we have for you on file. If we are unable to charge the credit card on file or otherwise collect payment from you, you agree to remit payment for any damage to the Item for rent to the applicable Owner or to MyRaveCloset.

Delivery:

We encourage Members to meet and conduct physical transactions. Members can agree on using other third party services to deliver/pick up rented items. However, MyRaveCloset does not provide a shipping option and is not responsible for any mishaps if other methods of delivery are used. Any additional shipping fees are upon the agreement of the Owner and Renter. MyRaveCloset cannot be held accountable for any loss, damage or unfulfillment of the service provider chosen for any shipping services. We also recommend that members document the condition of an item when handing over them item, e.g., taking pictures just like you do when you rent a car!

Return:

Owners must check items for any damages, stains, etc. when items are returned. If there are any issues, please contact MyRaveCloset for further evaluation of your claim.

Payment and Processing

All rental transactions take place on the MyRaveCloset. To receive payment when your item is rented, please ensure your bank account information is

updated on your profile in the "User Settings" section of the application. Please also ensure prompt payment of your rental as failure to do so will result in cancellation of your request.

Payment processing services for MyRaveCloset on App are provided by PayPal and are subject to the PayPal User Agreement, which includes the PayPal Terms of Service (collectively, the "PayPal User Agreement"). By agreeing to these Terms or continuing to operate as a Member on MyRaveCloset, you agree to be bound by the PayPal User Agreement and their terms and conditions, which can be found at <https://www.paypal.com/us/webapps/mpp/ua/useragreement-full>, as the same may be modified by PayPal from time to time. As a condition of MyRaveCloset enabling payment processing services through PayPal, you agree to provide MyRaveCloset accurate and complete information about you and your business, and you authorize MyRaveCloset to share it and transaction information related to your use of the payment processing services provided by PayPal.

Pricing

When a user posts a dress on MyRaveCloset they are informed of the dollar amount of the rental price they will receive. The amount is calculated as 70% of the rental price.

The additional 30% is used to cover the costs associated with credit card processing and building and maintaining the MyRaveCloset software.

MyRaveCloset also collects a \$5 damage fee from the rental to cover costs associated with damages and dress cleaning.

Owners

Listings

As an Owner, you may list items for rent. You are responsible for taking pictures that accurately portray the item to be rented, and responding promptly to requests and to determine a good time to drop off or have the Renter pick up the item at your agreed location. To this end, you will be asked a variety of questions about the listed items, including: location, size, brand, retail and rental price, availability and description. Listings will be made publicly available via the application. Renters will be able to book your listed items via the application based upon the information provided in your Listing. You understand and agree that once Members request to rent an item, the price for such item may not be altered.

Condition of Items

You are required to ensure that your item is in clean, wearable condition upon renting it out to a Renter. Failure to provide Renters with clothing or other wearables in dry-cleaned or hand-washed condition could result in a claim against your payout.

Finance and Conduct

You understand and agree that MyRaveCloset does not act as an insurer or as a contracting agent for you as an Owner. If a member requests an item to rent, any agreement you enter into with such member is between you and the member and MyRaveCloset is not a party thereto. MyRaveCloset serves as the limited authorized agent of the Owner for the purpose of accepting payments from Members. You acknowledge and agree that, as an Owner, you are responsible for your own acts and omissions.

Renters

The Owners of the items are solely responsible for honoring any confirmed bookings and making available any Item for rent reserved through MyRaveCloset. MyRaveCloset is not responsible for this. If you, as a Renter, choose to enter into a transaction with an Owner for the rental of an Item, you acknowledge and agree that you will be required to enter into an agreement with any rules and restrictions associated with such Item for rent imposed by the Owner. You acknowledge and agree that you, and not MyRaveCloset, will be responsible for performing the obligations of any such agreements, that MyRaveCloset is not a party to such agreements, and that, with the exception of its payment obligations hereunder, MyRaveCloset disclaims all liability arising from or related to any such agreements. You acknowledge and agree that, notwithstanding the fact that MyRaveCloset is not a party to the agreement between you and the Owner, MyRaveCloset acts as the Owner's payment agent for the limited purpose of accepting payments from you on behalf of the Owner. You agree to pay MyRaveCloset for the full Listing Price as well as any additional late fees or damage claims for any booking requested in connection with your MyRaveCloset Account if such fees are claimed by the applicable Owner and later verified by MyRaveCloset. In order to establish a booking pending the applicable Owner's confirmation of your requested booking, you understand and agree that MyRaveCloset, on behalf of the Owner, reserves the right, in its sole discretion, to obtain a pre-authorization via your credit card for the any such fees. Once MyRaveCloset receives confirmation of your booking from the applicable Owner or confirms any claims related to delayed return or

damage, MyRaveCloset will collect the Total Fees in accordance with the terms and conditions of these Terms and the pricing terms set forth in the applicable Listing. Please note that MyRaveCloset cannot control any fees that may be charged to a Member by their own bank related to MyRaveCloset's collection of the Total Fees, and MyRaveCloset disclaims all liability in this respect.

In connection with your requested booking, you will be asked to provide customary billing information such as name, billing item, and credit card information to MyRaveClosets' third party payment processor Braintree payments. You agree to pay MyRaveCloset for any confirmed bookings made in connection with your MyRaveCloset Account in accordance with these Terms by credit or debit card. You authorize the collection of such amounts by charging the credit card provided as part of requesting the booking, either directly by MyRaveCloset or indirectly, via our third party online payment processor. You also authorize MyRaveCloset to charge your credit card in the event of damage caused to an Item for rent as described previously in these Terms. If you are directed to MyRaveCloset's third party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such Terms and Conditions and Privacy Policy before using the services. Once you reserve an item and the Owner accepts, you will receive a confirmation email summarizing your confirmed booking.

User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of MyRaveCloset. In connection with your use of MyRaveCloset, you may not and you agree that you will not:

Harass any user of our Site, Application, or Services or collect or store any personally identifiable information about users other than for purposes of transacting as a MyRaveCloset Member or Owner;

Offer, as an Owner, any Item for rent that you do not yourself own or have permission to rent, or make under-the-table, off-app deals with Renters regarding items that have been requested for rental in order to circumvent any fees associated with using MyRaveCloset for transactions;

Register for more than one MyRaveCloset Account or register for a MyRaveCloset Account on behalf of an individual other than yourself;

Contact an Owner for any purpose other than asking a question related to a booking, such as Owner's Item for rent;

Impersonate any person or entity, or falsify or otherwise misrepresent

yourself or your affiliation with any person or entity;

As an Owner, submit any Listing with false or misleading price information, or submit any Listing with a price that you do not intend to honor;

Post, upload, publish, submit, or transmit any Content that: (1) infringes, misappropriated, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (2) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (3) is fraudulent, false, misleading, or deceptive; (4) is defamatory, obscene, pornographic, vulgar, or offensive; (5) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (6) is violent or threatening or promotes violence or actions that are threatening to any other person; or (7) promotes illegal or harmful activities or substances; or

Use, display, mirror or frame the Site or Application, or any individual element within the application, MyRaveCloset's name, any MyRaveCloset trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page, without MyRaveCloset's express written consent.

User Data and Member Content

By making available any Member Content or entering any personal information on or through MyRaveCloset, you hereby grant to MyRaveCloset a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise utilize any such Member Content or User Data. Notwithstanding the foregoing sentence, MyRaveCloset cannot be held accountable for any Member Content whatsoever.

You acknowledge and agree that you are responsible for all Content and User Data that you make available. Accordingly, you represent and warrant that: (1) you either are the sole and exclusive owner of all Member Content that you make available through the application or you have all rights, licenses, consents, and releases that are necessary to grant to MyRaveCloset the rights in such Member Content, as contemplated under these Terms; and (2) neither the Member Content nor your posting, uploading, publication, submission, or transmittal of the Member Content or MyRaveCloset's use of the Member Content will infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Proprietary Rights Notices

All trademarks, service marks, logos, trade names, and any other proprietary designations of MyRaveCloset used herein are trademarks or registered trademarks of MyRaveCloset. Any other trademarks, service marks, logos, trade names, and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site, Application and Services. Please submit Feedback by emailing us at hi@MyRaveClosetapp.com. You acknowledge and agree that all Feedback will be the sole and exclusive property of MyRaveCloset and you hereby irrevocably assign to MyRaveCloset and agree to irrevocably assign to MyRaveCloset all of your rights, titles, and interests in and to all Feedback, including all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At MyRaveCloset's request and expense, you will execute documents and take such further acts as MyRaveCloset may reasonably request to assist MyRaveCloset to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

Termination and MyRaveCloset Account Cancellation

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time: (1) terminate these Terms or your access to our Site, Application, and Services; and (2) deactivate or cancel your MyRaveCloset Account. Upon termination we will promptly pay you any amounts we reasonably determine we owe you, which we are legally obligated to pay you. In the event MyRaveCloset terminates these Terms, or your access to our Site, Application, and Services, or deactivates or cancels your MyRaveCloset Account, you will remain liable for all amounts due hereunder. You may cancel your MyRaveCloset Account at any time by emailing us at hi@MyRaveClosetapp.com. Please note that if your MyRaveCloset Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Site, Application, or Services, including any reviews or Feedback.

Disclaimers

"This Site and its components are offered for informational purposes only;

this Site shall not be responsible or liable for the accuracy, usefulness, or availability of any information transmitted or made available via the Site, and shall not be responsible or liable for any error or omissions in that information."

YOU ACKNOWLEDGE AND AGREE THAT MyRaveCloset DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY MEMBER, INCLUDING MEMBERS AND OWNERS, BUT MAY CONDUCT SUCH BACKGROUND CHECKS IN ITS SOLE DISCRETION. THE SITE, APPLICATION, SERVICES, AND COLLECTIVE CONTENT ARE PROVIDED "AS IS," AND MyRaveCloset MAKES NO WARRANTY THAT THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT, AND/OR USER DATA, INCLUDING THE LISTINGS OR ANY ITEM FOR RENT, OR THE REFERRAL PROGRAM, WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. MyRaveCloset MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, ITEM FOR RENT, YOUR ACCRUAL OF MyRaveCloset TRAVEL CREDITS, THE SERVICES OR COLLECTIVE CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH THE SITE, APPLICATION, SERVICES, OR REFERRAL PROGRAM.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS ON MyRaveCloset, AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION, OR SERVICES, INCLUDING ANY OWNERS OR MEMBERS. YOU UNDERSTAND THAT MyRaveCloset DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, APPLICATION, OR SERVICES OR TO REVIEW OR VISIT ANY ITEM FOR RENT. MyRaveCloset MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, APPLICATION, OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, APPLICATION, OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION, OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION, OR SERVICES, INCLUDING MEMBERS AND OWNERS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY MyRaveCloset. NOTWITHSTANDING MyRaveCloset's APPOINTMENT AS THE LIMITED AGENT OF THE OWNERS FOR THE PURPOSE OF ACCEPTING PAYMENTS FROM MEMBERS ON BEHALF OF THE OWNERS, MyRaveCloset

EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY MEMBER OR OTHER THIRD PARTY.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF MyRaveCloset AND COLLECTIVE CONTENT, YOUR LISTING OR BOOKING OF ANY ITEM FOR RENT VIA THE SITE, APPLICATION AND SERVICES AND ANY CONTACT YOU HAVE WITH OTHER USERS OF MyRaveCloset, WHETHER IN PERSON OR ONLINE, REMAINS WITH YOU. NEITHER MyRaveCloset NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE APPLICATION WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE SITE, APPLICATION, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION, SERVICES, OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM OR FROM YOUR LISTING OR BOOKING OF ANY ITEM FOR RENT VIA THE SITE, APPLICATION, AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MyRaveCloset HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE OWNERS PURSUANT TO THESE TERMS OR AN APPROVED PAYMENT REQUEST UNDER THE MyRaveCloset OWNER GUARANTEE, IN NO EVENT WILL MyRaveCloset's AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE, APPLICATION, AND SERVICES INCLUDING FROM YOUR LISTING OR BOOKING OF ANY ITEM FOR RENT VIA THE SITE, APPLICATION AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT OR IN CONNECTION

WITH ANY ITEM FOR RENT OR INTERACTIONS WITH ANY OTHER MEMBERS, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR BOOKINGS VIA THE SITE, APPLICATION, AND SERVICES AS A MEMBER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF YOU ARE AN OWNER, THE AMOUNTS PAID BY MyRaveCloset TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED DOLLARS (\$100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MyRaveCloset AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification

You agree to release, defend, indemnify, and hold MyRaveCloset and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with: (1) your access to or use of the Site, Application, Services, or Collective Content or your violation of these Terms; (2) your Member Content; (3) your (i) interaction with any Member, (ii) booking of an Item for rent, (iii) creation of a Listing or (iv) the use, condition or rental of an Item for rent by you, including any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a rental, booking or use of an Item for rent and (4) your participation in the Referral Program or your accrual of any MyRaveCloset Travel Credits.

Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without MyRaveCloset's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. MyRaveCloset may assign or transfer these Terms, at its sole discretion, without restriction.

Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and

given by MyRaveCloset (i) via email (in each case to the item that you provide) or (ii) by posting to the Site or via the Application.

Controlling Law and Jurisdiction

These Terms will be interpreted in accordance with the laws of the United States of America, without regard to its conflict-of-law provisions. You and we agree to submit to the personal jurisdiction of a state court located in the state or district of your residence as specified on MyRaveCloset for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution provision below.

Dispute Resolution

MyRaveCloset does not own the items; MyRaveCloset merely acts as third-party mediator for our lenders and Renters in the event of a dispute or occasion where a neutral (third) party is needed. Examples include, but are not limited to: disputes regarding pricing of the item, condition/damage of the item, refunds and cancellations, etc.

You and MyRaveCloset agree that any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, or to the use of the application (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and MyRaveCloset are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and MyRaveCloset otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void.

General

The failure of MyRaveCloset to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of MyRaveCloset. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Contact MyRaveCloset

If you have any questions about these Terms or any App Store Sourced Application, please contact MyRaveCloset at hi@MyRaveClosetapp.com.