

TERMS OF SERVICE STATEMENT

- 1. Acceptance of Terms.** Buy Sell Clothing, LLC ("BUYSELL") welcomes you to its online services including its mobile app(s) or its websites including, but not limited to www.buysellclothing.com, www.buysellvintage.com, www.buysellstreetwear.com and www.buysellsneakers.com (the "Services"). By using these Services, you are agreeing to the following Terms of Service ("TOS"), whether or not you are a registered customer of BUYSELL. The TOS may be updated from time to time without notice to you. However, you can always find the latest TOS at www.buysellclothing.com and should check regularly for updates and changes.

In addition, when using the Service, you shall be subject to any posted policies, guidelines or rules applicable thereto. All such policies, guidelines and rules are hereby incorporated by reference into the TOS. You further agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

IF YOU DO NOT AGREE TO THE CURRENT TERMS AND CONDITIONS, PLEASE DO NOT USE THIS SERVICE, SINCE YOUR USE OF IT CONSTITUTES ACCEPTANCE OF ALL OF THE MOST CURRENT TERMS AND CONDITIONS FOR ITS USE.

- 2. Description of Service.** Through its Services, BUYSELL makes available a collection of resources to its registered and non-registered users as the Service. Registered users can create Content (as defined by Section 4 below), select favorites, edit, rate, comment and read other people's Content. Non-registered users can browse topics, profiles, and other people's Content.

THE SERVICE IS PROVIDED "AS IS" AND BUYSELL ASSUMES NO RESPONSIBILITY FOR TIMELINESS, NON-DELIVERY, OR FAILURE TO STORE ANY COMMUNICATION, WRITING, IMAGE, OR PERSONALIZATION SETTINGS. ADDITIONALLY, BUYSELL PROVIDES INFORMATION WITHOUT WARRANTY OF ANY KIND AND AS SUCH, THE COMPANY IS NOT RESPONSIBLE OR LIABLE FOR THE ACCURACY, CONTENT, COMPLETENESS, LEGALITY, OR RELIABILITY OF THE INFORMATION.

Unless explicitly stated otherwise, any new features which augment or enhance the Service, including without limitation the release of new BUYSELL properties, are subject to the then current TOS.

All users must abide by the TOS. If a user fails to follow any of the guidelines and/or rules of behavior, BUYSELL can discontinue their ability to use the Services at any time. In addition, we have the right to delete, edit and or remove any piece of Content, and provide comment on any topic or profile we find objectionable in our reasonable discretion.

You may only use Services for purposes expressly permitted by the TOS. As a condition of your use of BUYSELL Services, you represent and warrant to BUYSELL that you will not use the Services and any BUYSELL future Service(s) for any purpose that is unlawful, offensive, and/or prohibited by this TOS.

You alone are totally responsible for any activity that takes place on BUYSELL Services under your account, name and password. If you become aware of any unauthorized use of your account, username and/or password it is your responsibility to notify BUYSELL immediately. It is up to you to always maintain the confidentiality of your password and username.

You understand that you may receive business-related communications from BUYSELL such as Service announcements and account administrative notices and you agree that these communications are not "unsolicited commercial email advertisements" and thus, subject to all applicable laws, you agree to receive them, and you will not be able to opt out of receiving such communications.

As a user of the Service you also understand and agree that the Service will also include advertisements. You agree that such advertisements are not "unsolicited commercial email advertisements" and, subject to all applicable laws, you agree to receive them, and you will not be able to opt out of receiving such communications. You understand and agree that your correspondence or business dealings with, or participations in promotions of, advertisers found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and the advertiser. You agree that BUYSELL and its Services shall not be responsible or liable for any loss or damage incurred as the result of such dealings or as the result of the presence of such advertisers on the Service.

You understand that you are responsible for obtaining access to the Service and that access may involve third party fees. You are totally responsible for obtaining such access and paying those fees.

YOU MUST BE AT LEAST 18 YEARS OF AGE TO ACCESS AND VIEW THE SERVICE, AND MUST BE AT LEAST 18 YEARS OF AGE TO ACCESS AND USE ANY "ADULT" DESIGNATED PORTIONS OF THE SERVICE. IF YOU ARE 17 YEARS OR YOUNGER, DO NOT USE THIS SERVICE FOR ANY PURPOSE AS IT IS NOT INTENDED FOR USE BY CHILDREN.

3. Rules of Behavior.

- You are solely responsible for your own communications and Content including any data, images, graphics, text, audio, video, email, links, and/or user and/or screen names you post to the Services. You agree to use the Service to post and receive communications and Content that are legal and proper.
- You must not abuse, defame, harass, stalk, threaten, intimidate, or otherwise violate the legal rights of others.
- You must not violate the privacy or publicity rights of others.
- Not violate any IP Rights Trademarks or Images
- You must not upload, post or link to any material that is inappropriate, defamatory, infringing, obscene, vulgar, libelous, racially or ethnically hateful, objectionable, or unlawful (or promote or provide instructional information about illegal activities or

communications that could reasonably cause damage, loss, harm, or injury to any individual or group Services).

- You must not post, upload or link to (a) anything that promotes or distributes pyramid schemes or chain letters, or (b) other disruptive, illegal or immoral communications of any kind.
- You must not post, upload or link to anything that could potentially exploit or harm children by exposing them to inappropriate Content, asking for personally identifiable details or information, or otherwise exposing them to materials or information which in any way could cause damage, injury, or harm of any kind.
- You must not post, upload or link to anything that harvests or otherwise collects information about other users, including without limitation addresses, phone numbers, e-mail addresses, and/or health or financial information of any kind, without the users' prior express consent in each instance.
- You must not post, upload or link to anything that advertises any commercial endeavor (e.g., offering for sale any products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services), or solicits funds, advertisers or sponsors for any purpose.
- You must not upload or post anything that infringes any patent, trademark, copyright, trade secret or other intellectual property or other legal right of a third party without prior written permission from the third party in each instance, which written permission you agree to disclose to us at any time on our request (subject to all applicable laws). You must not intentionally download any material that you know or should reasonably know cannot be distributed legally.
- You must not impersonate another person, group of people, or entity at any times, which includes not using anyone else's username or password.
- You must not use the BUYSELL Service(s) for any illegal, immoral, or unauthorized purpose.
- You must abide by all applicable Federal, State and local laws. If you are outside the United States, you must comply with all local laws as well with respect to your online conduct and acceptable Content including without limitation the exportation of data to the United States or to your country or residence.
- You cannot modify, edit, or delete any Content and communications of the BUYSELL Services and/or of other individuals other than your own Content.
- You must not transmit any viruses, worms, defects, Trojan Horses or any items and/or computer code, files or programs of a destructive nature and/or otherwise designed to interrupt or limit the functionality of any computer software or hardware or telecommunications device.
- You must not transmit or allow access or distribution of any spiders, robots or other information gathering computer programs or routines or their equivalents on or in the Service.

- You must not do anything that disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real-time activities through Services.
- You must not interfere with or disrupt the Service or servers, or networks connected with the Service or disobey any requirements, procedures, policies or regulations of networks connected to the (BUYSELL)Service.
- You cannot create member accounts under any false or fraudulent pretenses (including by automated means).
- You must not state or imply that any of your submitted and or posted Content is endorsed by BUYSELL or any affiliate thereof.
- You must not retrieve, store or collect personal information about any user for any unauthorized purpose, and may not retrieve, store, or collect personal information about any user for any valid purpose without such user's prior written consent in each instance (and acknowledgment that they are at least 18 years of age).
- You must not engage in any "spamming" of any kind, including without limitation ad spamming.
- You cannot use the BUYSELL name or trademarks or related trade names, which you acknowledge here to be valid, subsisting and enforceable without impediment, and you will not expressly or by implication create the false or misleading impression that BUYSELL and/or is associated with, or endorses, or is in any way connected with you, your business, or your Content.

WHILE BUYSELL EXPLICITLY PROHIBITS THE ABOVE CONDUCT YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE EXPOSED TO SUCH CONDUCT AND CONTENT AND THAT YOU USE THE SERVICE ENTIRELY AT YOUR OWN RISK, AND THAT BUYSELL SHALL HAVE NO LIABILITY OF ANY KIND FOR SUCH CONDUCT AS CARRIED OUT BY ANY THIRD PARTY AT ANY TIME UNLESS EXPRESSLY SET FORTH TO THE CONTRARY BY BUYSELL IN WRITING.

YOU UNDERSTAND AND AGREE THAT IF YOU VIOLATE ANY OF THE RULES OF BEHAVIOR, BUYSELL CAN TERMINATE YOUR USE OF THE SERVICE IMMEDIATELY WITHOUT PRIOR NOTICE AND WITHOUT ANY RIGHT OF REFUND, SET-OFF OR A HEARING.

- 4. Content.** As a registered user, you will be able to upload and post a great variety of materials and information, including but not limited to text, audio, video, photographs, graphics and other materials ("Content"). This means that you have sole responsibility, not BUYSELL, for all of the Content that you upload, post, email, transmit or otherwise make available through the Service, and to make sure that you are in compliance with the rules of behavior set forth herein relating to such Content. Any Content that you write, post, upload or link to on BUYSELL Services is entirely your responsibility.

BUYSELL shall have no liability of any kind with respect to any Content posted by you or other users of the Service. You agree that you must assess and bear all risks associated with

your use of any Content. In this regard, you may not rely on any Content created by other BUYSELL members or otherwise created, distributed and displayed on any part of the Service. BUYSELL does not control or monitor all of the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

The Content created by you must be owned by you or you must have been granted the prior permission to use such Content by its owner. BUYSELL does not own any of the Content you post. By placing Content on the Service, you are providing BUYSELL with a worldwide, irrevocable, royalty-free, unlimited, non-exclusive license, for as long as the Content is part of your profile, to publicly display, modify, reproduce and distribute your whole or in part, on the site for editorial and promotional purposes of the site. BUYSELL reserves the right to exploit or promote this Content in connection with the promotion of the Service and other services offered by BUYSELL.

Unless you make it clear that specific Content you post cannot be copied or used by any other users of the Service, you agree that by posting Content you own on the Service, all other users can reproduce and use such Content in connection with the Service, subject to all applicable laws. BUYSELL shall have no responsibility for enforcing any rights you may claim in any Content, which shall be your responsibility entirely, and you agree to hold harmless defend, and indemnify BUYSELL with respect to any claim you have that other users are reproducing or using your Content as well as for claims by other users that you are reproducing or using their Content without permission. BUYSELL will not arbitrate, mediate or resolve any intellectual property or other disputes between users, and has no responsibility for doing same other than as may be specifically required by law.

You acknowledge that BUYSELL may or may not pre-screen Content but that BUYSELL and its designees shall have the right, but not the obligation, in its sole discretion to pre-screen, refuse, move, edit, and/or delete any Content that violates these TOS and/or is otherwise objectionable as determined by BUYSELL in its sole discretion.

BUYSELL may preserve and store your account information and Content if it believes in good faith that such preservation is necessary to comply with legal or regulatory processes, respond to claims that the Content violates the rights of third parties, and/or to protect the rights, property or personal safety of BUYSELL, its users and the public.

BUYSELL respects the intellectual property of others, and we request our users do the same. In certain circumstances and at its discretion, BUYSELL may, but is not obligated to disable, suspend and terminate the accounts of members who may be infringing on the rights of others. If you believe that your Content has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please contact BUYSELL as soon as practically possible at fraudalert@buysellclothing.com for infringement claims with the following information:

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) a description of where the material you claim is infringing is located on the site;
- (c) your name, address, telephone number, and email address;
- (d) a statement claiming that you have a good faith belief that the disputed use has not been authorized; and

- (e) a statement by you made under penalty of perjury, that the above information is accurate and that you are the copyright or intellectual property holder or our authorized to act on behalf of the holder.

- 5. Links.** The Service may provide, or third parties including BUYSELL members may provide, links to other websites or resources, which are not maintained by or related to BUYSELL. Links to such sites are provided as a service to our users and are not sponsored by, endorsed or otherwise affiliated with BUYSELL. BUYSELL has no control over these sites and their content, and makes no representations or warranties about the content, completeness, quality or accuracy of the links, materials or information contained on any such website. Therefore, you acknowledge and agree that BUYSELL is not responsible for the availability of such links, resources and content, and does not endorse, and is not responsible or liable for, any content, advertising, products, or other materials made available on or from these linked websites. You also acknowledge and agree that BUYSELL is not responsible or liable, directly or indirectly, for any damage or loss caused by or alleged to have been caused by, or in relation to, the use of any Content, goods or services offered through these links or any failures and/or disruption to your computer system that results from your use of any such links, or for any intellectual property or other third party claims relating to your posting or using such links. **YOU AGREE THAT IF BUYSELL REQUESTS YOU TO DISABLE ANY LINK YOU HAVE POSTED AND YOU FAIL TO DO SO WITHIN 24 HOURS AFTER RECEIVING SUCH REQUEST, BUYSELL HAS THE RIGHT TO DISABLE THE LINK WITHOUT ANY FURTHER NOTICE TO YOU.**
- 6. Indemnity.** You agree to indemnify, defend, and hold BUYSELL, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any and all loss, cost, injury, liability, claims, damages, or demand of any kind, including actual attorney's fees and related costs, made by or arising out of your use of the Service in violation of these TOS and/or your violation of any rights of another or any applicable law, rule or regulation.
- 7. No Resale of Service.** You agree not to, without the express prior written consent of BUYSELL in each instance: reproduce, duplicate, copy, sell, resell, or exploit, for any commercial or other purposes, any portion of the Service or content or other information or materials of any kind that you do not own.
- 8. Modification and Termination of the Service.** BUYSELL reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that BUYSELL will not be liable to you or any third party for the consequences of any modification, suspension or discontinuance of the Service.
- 9. BUYSELL Privacy Policy.** Personal and certain other information is subject to our Privacy Policy. As a condition of using the Service you agree to the terms of the Privacy Policy, as it may be changed and updated from time to time. Our Privacy Policy, which is incorporated here by reference, is located at www.buysellclothing.com and Services domain pages. You agree that your use of this Service is subject to the Privacy Policy, and therefore, agree that

you will not use this Service unless and until you review the Privacy Policy and agree with its terms in its entirety.

10. Registration. To use certain aspects of the Service you are required to register. We refer to registered users as “members”. Registered users are subject to the following specific terms in addition to all of the other terms in this Agreement:

- In consideration of your use of the Service, you represent that you are of legal age to form a binding contract, which is eighteen (18) years of age in the United States and are not a person barred from receiving the Services under the laws of the United States or other applicable jurisdiction.
- You agree to provide true, accurate, current and complete information as required on the Service's Registration Form. If you provide any information that is untrue, incomplete, not current or inaccurate, BUYSELL has the right to suspend or terminate your account and refuse your current or future use of the Service (or any portion thereof).
- You agree that BUYSELL may, under certain circumstances and without prior notice, immediately terminate your BUYSELL account, any associated username and/or access to the Service. Cause for such termination shall include but is not be limited to: (i) a breach or violation of the TOS or other BUYSELL policies, guidelines, or rules (including without limitation the Privacy Policy), (ii) extended periods of inactivity, (iii) your engagement in fraudulent or illegal activity, (iv) unexpected technical or security issues, and (v) requests by law enforcement or other government agencies. You also agree that any termination is in BUYSELL’s sole discretion and that BUYSELL will not be liable to you or any third party for any termination of your account, password, username, deletion of Content and/or access to the Service.
- You agree that your account is non-transferable and any rights to your account, password, username terminate upon your death or disability and/or termination of account for any reason.
- You are responsible for any activities that take place under your username and password. If you become aware of any unauthorized use of your password or account, or any other breach of security, contact BUYSELL by emailing fraudalert@thebuysellgroup.com immediately. It is up to you to maintain the confidentiality of your password and account. BUYSELL is not responsible or liable for any loss or damage arising from your failure to comply with the provisions of these terms.

11. Practices regarding Use and Storage. You acknowledge that BUYSELL may establish general practices and limits regarding use of the Service including, without limitation, the maximum number of email messages which may be sent or received from an account of the Service, the maximum size of any email message that may be sent from or received by an account of the Service, the maximum amount of disk and/or space that will be allotted on BUYSELL’s servers on your behalf, and the maximum number of times and duration for which you may access the Service in a given time. You agree that BUYSELL has no responsibility or liability for the deletion or failure to store or transmit any messages or communications or other content maintained or transmitted by the Service. You acknowledge and agree that BUYSELL reserves the right to log off accounts and deactivate usernames and

accounts that are inactive for an extended period of time. You further acknowledge that BUYSELL has the exclusive right to modify these practices and limits from time to time.

12. BUYSELL Proprietary Rights; Trademarks and Copyrights. You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is the property of BUYSELL and its licensors and is protected by applicable intellectual property and other laws. No rights or title of to any of the Software used in connection with any Service is provided, transferred or assigned to you. You further acknowledge and agree that content contained in advertisements or information presented to you through the Service or advertisers is protected by copyright, trademarks, service marks, patent, privacy, and/or other proprietary rights and laws. Except as expressly authorized by BUYSELL or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or Software, in whole or in part, at any time. You also acknowledge BUYSELL's exclusive rights in the BUYSELL trademark and service mark. Trademarks, service marks, logos, and copyrighted works appearing on BUYSELL are the property of BUYSELL or the party that provided such intellectual property to BUYSELL. and any party that provides intellectual property to BUYSELL retain all rights with respect to any of their respective intellectual property appearing on BUYSELL, and no rights in such materials are transferred or assigned to you, in whole or in part, at any time.

13. No Co-Branding or Framing. You may not use or authorize any party to co-brand or frame BUYSELL or any Service without the express prior written permission of an authorized representative of BUYSELL, as applicable, in each instance. For purposes of this TOS, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute BUYSELL, in whole or in part, and/or any content accessible within BUYSELL. For purposes of this TOS, "framing" refers to displaying any BUYSELL webpage or Service within a bordered area of another website, regardless of whether the address of the originating BUYSELL is visible. You further agree to cease any unauthorized co-branding or framing immediately upon notice from BUYSELL. **Disclaimer of Warranties.** THE USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BUYSELL 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.

BUYSELL MAKES NO WARRANTY THAT (1) THE SERVICE WILL MEET YOUR REQUIREMENTS, (2) THE SERVICE WILL BE UNINTERRUPTED, TIMELY SECURE, OR ERROR-FREE, (3) THE RESULTS OF USING THE SERVICE WILL BE ACCURATE OR RELIABLE, (4) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH YOUR USE OF THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (5) THAT THE SOFTWARE WILL BE ERROR-FREE AND/OR ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

No advice or information, whether oral or written, obtained by you from BUYSELL or through or from the Service shall create a warranty not expressly stated in these TOS.

14. Limitation of Liability. You expressly understand and agree that BUYSELL will not be liable to you for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, even if BUYSELL has been advised of the possibility of such damages or such damages were reasonably foreseeable, resulting from the use or the inability to use the Service, unauthorized access to or alteration of your transmissions or data, statements or conduct of any third party including advertisers on the Service, the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service, and/or any other matter relating to the Service. In no event will BUYSELL be liable to you for any amount of money over One Hundred U.S. Dollars (\$100.00), which you acknowledge to be a fair and reasonable sum in the event of any loss by you of any kind.

15. Special Admonition for Services Relating to Financial Matters. If you receive or request any news, messages, or other information from the Service concerning stock quotes, companies, investments, or securities, remember that the Service is provided for entertainment purposes only, and no Content included or information made available by the Service is intended for trading or investing purposes. BUYSELL and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service and shall not be responsible or liable for any trading or investment analyses, decisions or actions made by you or any users based on such information or Content.

16. Personally Identifiable Information. BUYSELL cautions you against giving out any personally identifying information about yourself, your children, or any other person in any Service. In an effort to preserve your privacy, BUYSELL agrees that it will treat any personally identifying information that you submit through this site in accordance with the terms outlined in its Privacy Policy located at [web address/link].

17. Disclosures Required by Law. BUYSELL reserves the right at all times to disclose any information, including personally identifiable information about you, as necessary to satisfy any applicable law, regulation, legal process or governmental request. BUYSELL reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing BUYSELL to disclose the identity of anyone posting any content, or publishing or otherwise making available any materials that are believed to violate the TOSBUYSELL. BUYSELL will use reasonable efforts to notify you in connection with any such inquiry; provided, however, that the inquiry in question is not confidential, and further provided that BUYSELL shall have no duty to disclose such information and therefore shall not be liable to you in connection with any non-disclosure.

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL RIGHTS AND AGREE TO HOLD BUYSELL HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY BUYSELL DURING OR AS A RESULT OF ITS

INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER BUYSELL OR ANY LAW ENFORCEMENT OR REGULATORY AUTHORITIES.

- 18. Disputes.** If there is any dispute about or involving the BUYSELL and/or the Service, you agree that any dispute shall be governed by the laws of the State of New York, without regard to conflict of law provisions. You agree to personal and exclusive jurisdiction by and venue in the state and federal courts of the state of New York.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICE OR THESE TOS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

- 19. Miscellaneous Terms; General Information.** These TOS govern the terms and conditions of your use of the Service, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and BUYSELL with respect to the Service and this website. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use or purchase certain elements of the Service, affiliate or advertiser services, third-party content or third-party software. BUYSELL may revise these TOS at any time by updating this posting. Accordingly, you should review the TOS periodically to determine if any changes have been made. Your continued use of this website after any changes have been made to the TOS signifies and confirms your acceptance of any such changes or amendments to these TOS.

The failure of BUYSELL to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of the TOS by BUYSELL must be in writing and signed by an authorized representative of BUYSELL to be effective.

If any provision of these TOS is found by a court of competent jurisdiction to be invalid, the parties' intentions as reflected in the provision, and the other provisions of these TOS, shall remain in full force and effect.

The section titles in the Agreement are for convenience only and have no legal or contractual effect.

Nothing contained in these TOS shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each is and shall remain independent contractors (to the extent applicable), and therefore, responsible for its own actions. Please immediately report any violations of these TOS to BUYSELL at fraudalert@buysellclothing.com.