

Terms of the Service

Welcome to Chayah Boutique brought to you by The Chayah Movement!

Please read carefully the following terms of service (hereinafter "TOS").

The TOS explain how Chayah Boutique, available via The Chayah Movement site and its subdomains (the "Service") works and how You can use it. The Service is brought to you by The Chayah Movement ("we," "us"), a sole proprietorship also known as under the laws of Washington and with the address 1600-B SW Dash Point Road, #1006, Federal Way, WA 98023. For more information, please contact chayahclothing@gmail.com.

By accessing the site, making a purchase or by using the Service you agree to the TOS. If you do not agree to the TOS, please do not access or use the Service.

The TOS apply between us and you or the legal entity that you represent (hereinafter "You").

In addition to these TOS, some parts of the Service may include additional provisions, descriptions of service, and/or other instructions which You must also comply with in addition to these TOS.

1. General Description: What is the Service?

The Service enables trading of goods ("Items") between two or more parties. We are not a party to the trade but merely offer a platform for trading of Items and for bringing together the parties involved in the trade, except in the event when certain Items traded through the Service are our property.

To use the Service You need a properly operational terminal, an internet browser, and a data link, and You are responsible for any and all costs associated therewith. You must also make sure that the hardware and/or software that you are using will not cause any detriment to the operation of the Service.

2. Use and Registration (Sign up)

These Terms govern the use of the Service and by using the service and/or registering (sign up) with the Service You agree:

- That you are of a legal age to form a binding agreement with us;
- That if you are entering into the agreement embodied in these Terms on behalf of a corporation or other legal entity, you represent that you have the authority to bind such an entity, its affiliates, and all users who access the Service through your account to these Terms, in which case the terms "you" or "your" shall refer to such entity, its affiliates, and users associated with it. These terms and conditions apply for corporations and other legal entities other than private persons when buying items. In case you represent a corporation or other legal entity (collectively "Corporate Seller") who wants to offer items through our Boutique portion of the site, please contact us at chayahclothing@gmail.com for further information and the terms applicable to you as a corporate seller.
- To provide true, accurate, current and complete information about yourself as prompted by the registration (sign up) process;
- To maintain and promptly update the information provided during registration (sign up) to keep it true, accurate, current, and complete; and
- That if you provide any information that is untrue, inaccurate, outdated, or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, we may terminate your user account and refuse current or future use of the Service.

Browsing items in the Service does not require You to register (sign up) to the Service. Buying items does not require You to register, but it does mean You understand that Chayah provides the platform and is not a party in the trading of goods. If You wish to post Items to the Service, You need to register (sign up).

Following your registration (sign up), You will be assigned a seller identification number, which will be used in inventorying your items. Please preserve the identification information carefully so that any third parties cannot access the identification information. The identification information is personal to You and You must not disclose it to anybody else.

If a third party acquires or otherwise becomes aware of your identification information, You must notify us immediately thereof by sending an e-mail to chayahclothing@gmail.com. (Changes in the e-mail address will be notified in the Service.)

We have the right, in our sole discretion, to suspend Your user account upon receiving notice from You or otherwise about Your identification information having been compromised.

We have the right, in our sole discretion, to modify your identification information at any time for information security or other similar reasons. You will be informed of such modifications beforehand to the extent reasonably possible.

You are entitled to only one user account at a time. We have the right, in our sole discretion, to suspend access to Your user account temporarily or permanently if You or the use of your user account are in breach of the TOS, applicable laws and/or administrative regulations or if there otherwise is a similar reason for such a suspension.

3. Personal Data – What about Privacy?

Any and all personal data obtained via the Service will be processed in accordance with our below mentioned Privacy terms. By accepting these TOS you also give your consent for the processing and use of Your personal data in accordance with the Privacy terms. Privacy terms, you agree to the following:

- Respect the privacy of other users;
- Not engage in unauthorized collection of user's content or information, and/ or not otherwise access the Service by automated means (including, but not limited to, so-called bots or scrapers) without an authorization from us;
- Not reveal any personal data related to another individual, including, but not limited to, a person's address, phone number, e-mail address, credit card number or any information that may otherwise be used to track, contact or impersonate another individual;
- Not upload or transmit unsolicited e-mail messages or mobile device messages;
- Not utilize a username that is the name of another person and intending to impersonate that person; and
- Not provide any false personal data to us or create any user account for anyone other than yourself without such person's permission.

Moreover, by using the Service, you consent and agree to the collection and use of certain information about you and your use of the Service in accordance with our Privacy terms and applicable laws and regulations related to personal data.

Please be reminded that you must protect any passwords or other credentials associated with your account(s) for the Service, and take full responsibility for any use of the account(s) under your password. You hereby acknowledge that you bear the full and sole responsibility for adequate security, protection and backup of your credentials and materials you post in the Service.

4. Fees

Browsing Items in the Service is free of charge. However, posting Items to the Service and using certain other functionalities are subject to consignment or listing fees. The amount of such fees will always be clearly indicated on the Service and by using any functionalities associated with such fees You commit to paying such fees. Depending on the element of the Service, the payments can be done by credit card, SMS message, PayPal-payment system or other method as indicated in the Service in more detail from time to time.

5. What are Donation Items?

The Service provides an option for You to donate unwanted items to The Chayah Movement and we will distribute as we see fit. The list of such charities chosen by the Service is given upon request.

If you choose to use such an option, You understand and agree that (i) by doing so you authorize us to donate Your Item to the charity we have chosen; or (ii) to sell your item and donate a portion of the sales proceeds for Your Item to a charity of our choosing. You furthermore understand and agree that the charity may pay us a commission for the donations that are made through the Service.

You agree to be bound with any and all other terms and conditions relating to the donation option as presented in the Service in connection therewith from time to time.

6. Notifications: How do I Make Notifications Concerning the Service?

All notifications concerning these TOS are to be sent by regular mail to The Chayah Movement, 1600B SW Dash Point Way, #1006, Federal Way, WA 98023. We may send notifications to You into the e-mail address You have entered in the Service. We may also publish general notifications in the Service.

7. Returns

If you are unsatisfied with the Item you have obtained through the Service, you have ten (10) days from the date in which you received the Item to request a refund by sending an email to chayahclothing@gmail.com for further instructions. For the terms and conditions applicable to refunds, please refer to our Refund Policy located at chayahclothing@gmail.com, incorporated in these TOS by reference. Please note that in _____ order to qualify for a refund, all of the conditions set forth in the Refunds Policy must be met.

8. Payments

We charge a percentage of the sale price when an Item sells in accordance to our fees policy valid from time to time (the "Commission Fee").

The Commission Fee does not cover shipping costs or taxes and You are solely responsible for the applicable shipping costs and any applicable taxes, except for the Illinois sales tax which is implied to any orders shipped to Illinois recipients. After an Item has sold and we have received the respective payment, we automatically deduct the Commission Fee and the inbound fee(s) from the gross sale price. The sum owing to You after said deduction of the Commission Fee and other costs, is credited to your PayPal account by the end of the calendar month following the month in which we receive the payment in question, although we endeavor to make payments once the item is shipped and tracking information has been provided to the buyer. In the event that your account in the Service is terminated by us or by You, we will pay You the outstanding balance within 90 days from the termination of the account, on the condition that we have received the payment attributable to You by said date.

We reserve the right to withhold any payments if we have reason to believe You have breached these TOS. All payments are subject to You providing us with such payment, identification and other information and documentation as we may request from You from time to time, and You accept that all payments shall be made through PayPal. You agree and acknowledge that any errors or mistakes that may have been made can be corrected even if the payment has already been received by You.

We may change our fees policies, including without limitation changing the Commission Fee or imposing new fees, at any time in our sole discretion. Any changes to the fees policies are effective after 30 days from being posted in the Service. If You do not accept the change, Your sole recourse is to terminate the use of the Service. We may also, at our sole discretion, change some or all of our services at any time. In the event we introduce a new service, the fees for that service are effective at the launch of the new service.

You are solely responsible for paying all applicable taxes and other governmental charges and fees associated with Your use of the Service.

9. Other Terms: What Else Should I Be Aware of?

Availability of the Service

We shall have the right to make modifications to the content, technology and use of the Service in our sole discretion. If such modifications require You to update Your hardware or software, You must do so at Your own expense. We endeavor but are not obligated to post notifications of such modifications reasonably in advance in the Service.

We shall have the right suspend the Service, or any part thereof, temporarily and/or permanently in our sole discretion. We endeavor but are not obligated to notify You of such suspension reasonably in advance in the Service.

We endeavor but are not obligated to notify You about temporary service and other breaks in the availability of the Service and on the website of the Service.

No Warranties

Your access to and use of the Service is at Your own risk. We strive to display as accurately as possible the colors and images of the Items in the Service, however we cannot guarantee that your computer monitor's display of any color will be accurate. We do not warrant that the quality of any Items, services, information, or other material purchased or obtained by You will meet your expectations. You understand and agree that the Service and all Items, information and other products and services delivered to You through the Service are provided to You on an "AS IS" and "AS AVAILABLE" basis, without any representation, warranties or conditions of any kind, either express or implied. Without limiting the foregoing, OUR AFFILIATES AND WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Service or any content thereon. We will not be responsible or liable for any harm to Your computer system, loss of data, or other harm that results from Your access to or use of the Service. Moreover, You agree that we do not have responsibility or liability for the deletion of, or the failure to store or to transmit, any material or content and other communications maintained in the Service. We make no warranty that the Service will meet Your requirements or be available on an uninterrupted, secure, or error-free basis. We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable. No advice or information, whether oral or written, obtained from the Service or our representatives, will create any warranty not expressly made herein."

Links to Third Party Websites

The Service will may contain links to websites owned and/or operated by third parties. Such links are provided for informational purposes only. We are not responsible for any such third party websites and do not have control over any materials or content made available therein. Our inclusion of a link to a third party website in the Service does not in any way imply our endorsement, advertising, or promotion of such websites or any materials or content made available therein. By accessing a third- party website you accept that we do not exercise any control over such websites or their content. We have no responsibility of the content of any third-party website. We encourage you to familiarize yourself with the terms of service applicable to any third-party website you may access.

Proprietary Rights

You are responsible for the information and material You have provided to the Service and consequently to other users of the Service. You represent and warrant that the information or material You have provided does not infringe the intellectual property or other proprietary rights of third parties and that the

information or material does not breach these TOS or any applicable laws or regulations, or cause any damage or disruptions to the Service or the network.

For example, with respect to any photos You upload to the Service the foregoing means that any and all such photos have been taken by You or that the person or persons who have taken such photos have given their consent for the photos to be uploaded in the Service. You also represent and warrant that you have obtained the consent of any person or persons appearing on any photos for such photos to be uploaded in the Service.

By accessing or otherwise using the Service you grant us the right of use to all the information and material you upload to the Service to the extent necessary or useful for us for the operating of the Service and/or business.

You hereby agree not to assert any claims against us relating to the information or material you have uploaded in the Service. We shall have the right to make modifications that are necessary or useful to the information and material You have uploaded in the Service.

We shall not be liable for any information or material You have received or accessed from third parties through the Service or otherwise.

You shall have the right to use the Service for its normal and intended use. You may not use the Service or the material available in the Service for any other purpose. Except for the express rights granted to You in these TOS, we do not grant You any rights under any intellectual property or other proprietary rights of ours.

Moreover, by giving us suggestions or feedback about the Service, you thereby grant to us a worldwide, non-exclusive, sub-licensable, assignable, royalty-free, perpetual, paid-up, irrevocable right (including moral rights) and license to fully exercise and exploit such suggestions or feedback (and all related rights) for any purpose. ***Prohibited Items***

By accessing or otherwise using the Service you agree not to send us prohibited Items ("Prohibited Items").

We reserve the right to dispose of Prohibited Items and to terminate or suspend the rights of a sender of a Prohibited Item to use the Service. Suspended or terminated users of the Service remain obligated to pay us for any and all unpaid fees.

Copyright Infringement

We respect the intellectual property rights of others. We will respond expeditiously to claims of copyright infringement using guidelines and procedures set forth in Section 512 of the Digital Millennium Copyright Act of 1998 ("DMCA"). If you see any material on the Service that in your good faith belief may infringe someone's copyright, you may notify us by e-mailing us at with "Copyright" in the subject line. In order for it to be effective, your notice, also known as a takedown notice, must include the following information:

- (1) The identity of the original copyrighted work that you claim is infringed or – if your notice covers multiple copyrighted works - you may provide a representative list of the copyrighted works that you claim have been infringed;
- (2) A sufficiently detailed description of the content on the Service that you claim infringes the copyrighted work;
- (3) Your contact information, including your full name, mailing address, telephone number, and email address, if available;
- (4) A statement that you believe in good faith that the use of the allegedly infringing content on the Service is not authorized by the copyright owner, its agent, or the law; and

(5) This statement: "I swear, under penalty of perjury, that the information in this notification and complaint is accurate and that I am the copyright owner, or am authorized to act on behalf of the copyright owner of an exclusive right that is infringed"; and

(6) A physical or electronic signature of the copyright holder or a person authorized to act on their behalf. Moreover, if you believe your work was erroneously removed due to an incorrect claim of copyright ownership, you may provide us a written counter notice. When we receive your counter notice, we may in our discretion, reinstate the material in question in not less than 10 nor more than 14 days after we receive the counter notice unless we first receive notice from the original complaining party who filed the infringement notice that they have filed a legal action to restrain the allegedly infringing activity. To provide a counter notice to us, you may email us at.

Please note that if you provide a counter notice, in accordance with the terms of the DMCA, the counter notice will be given to the original complaining party that filed the infringement notice. To be effective, a counter notice must contain substantially all of the following information:

1. Identification of the material that has been removed or to which access has been disabled in the Service and the location at which the material appeared before it was removed or access to it was disabled:
2. Your name, address, telephone number and, if available, email address:
3. Include both of the following statements in the body of the Notice:
"I hereby state under penalty of perjury that I have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled."
"I hereby state that I consent to the jurisdiction of the Federal District Court for the judicial district in which my address is located or, if my address is outside of the United States, for any judicial district in which The Chayah Movement may be found, and I will accept service of process from the complaining party who notified The Chayah Movement of the alleged infringement or an agent of such person."
4. Provide your full legal name and your electronic or physical signature.

Assignment of the TOS

We shall have the right to assign our rights and obligations under these TOS to a third party without Your consent. We endeavor but are not obligated to notify You of such assignment in the Service or in another manner in advance. We shall also have the right to transfer our receivables based on the TOS to a third party. Upon the receipt of a notification of such a transfer from us, You can effectively pay the transferred receivable only to the transferee. You do not have the right to assign or transfer the rights or obligations of the TOS either partially or in whole to a third party.

Force Majeure

We are released from our obligations under these TOS to the extent the fulfillment of such obligations is prevented or delayed due to a Force Majeure. Force Majeure means an impediment beyond the control of either party of agreement, which could not be reasonably be foreseen at the time of entering into the agreement, and the effects of which cannot reasonably be avoided or overcome.

Intellectual Property Rights

The works and other material on our site are protected by copyright laws and treaties around the world. All such rights and other intellectual property rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organization to material posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use

any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. You must not use any part of the materials on our site for commercial purposes without obtaining a license to do so from us or our licensors. If you print off, copy or download any part of

our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Viruses and Hacking

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

Linking

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. Our site must not be framed on any other site. We reserve the right to withdraw linking permission without notice. If you wish to make any use of material on our site other than that set out above, please address your request to.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE

FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, LOSS OF ANTICIPATED SAVINGS; ACCRUED BUT WASTED EXPENDITURE; COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY IN THE SERVICE, INCLUDING WITHOUT

LIMITATION, ANY DEFAMATORY, OFFENSIVE, HARMFUL, OR ILLEGAL CONDUCT OF THE USERS OF THE SERVICE OR THIRD PARTIES; (iii) ANY CONTENT OR ITEM OBTAINED FROM THE SERVICE; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF ANY MATERIAL OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. IN SOME JURISDICTIONS THE APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Under no circumstances shall our liability exceed the greater of (a) the amounts actually paid by You to us for the Service during the twelve (12) months preceding the claim for damages, or (b) ten (\$10) dollars.

Indemnity

You agree to indemnify and hold us harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of your breach of these TOS, or your violation of any law or the rights of a third party. Nothing in these TOS shall be deemed to exclude or limit your liability in respect of any indemnity given by you under these TOS. We reserve the right to assume the exclusive defense and

control of any matter, which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

Entire Agreement

These TOS and any instructions and rules posted by us in the Service are the entire agreement between you and us regarding the Service, and the TOS supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Service.

Waiver and Severability

Our failure to exercise any rights under these TOS shall not constitute or be deemed a waiver or forfeiture of such rights or a waiver or forfeiture of such rights in the future. In the event that any provision of these TOS is held to be invalid or unenforceable by a court or tribunal of competent jurisdiction for any reason, the remaining provisions of these TOS will remain in full force and effect.

Termination by Us

We reserve the right to discontinue offering the Service or any part thereof or to suspend, remove, modify or disable access to the Service at any time in our sole discretion and without notice. Notwithstanding anything contained in these TOS to the contrary, we may also, in our sole discretion, terminate or suspend Your access to the Service and/or Your user account at any time if we believe that You have breached these TOS or any applicable laws or regulations. In no event will we be liable for the removal of or disabling of access to the Service or any part thereof.

Following termination, all such terms that by their nature may survive termination of these Terms shall be deemed to survive such termination.

Changes to these TOS

We reserve the right to alter these TOS or other policies related to the Service at any time. If we do so, we will post any such modifications or changes in the Service. You can tell when changes have been made by referring to the "Last Updated" legend on top of this page. We recommend that You review these TOS and our policies frequently for any changes. If You continue to use the Service following such a posting of changes, You accept any such change or modification.

Governing Law and Resolution of Disputes

The laws of the state of Washington, without regard to or application of its conflict of law provisions, will govern these Terms and any claim, cause of action or dispute arising out of or relating to these Terms will be brought solely in the state and federal courts of Washington. You hereby consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

Contact

The Service is operated and provided by Chayah Boutique. If you have any questions about these Terms, please contact us at chayahclothing@gmail.com.