

Terms and Conditions of Use Urban Darling, Inc.

Welcome to UrbanDarling.com. Urban Darling, INC ("Urban Darling") offers website features and other products and services to you when you visit or shop at UrbanDarling.com, or use Urban Darling products or services. Urban Darling provides these features, products and services subject to the terms and conditions outlined below. Please read the following carefully and do not hesitate to contact us at the e-mail address provided below if you have any questions regarding our policies.

Acceptance of Terms and Conditions

Your access to and use of Urban Darling's website and services is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website.

Order Submission & Processing of Payment

All order submissions are routed through and additionally secured by PayPal for processing. Urban Darling does not collect or store your credit card or other personally identifying financial information in order to ensure your data remains secure.

Refunds

Urban Darling is able to issue refunds for virtual styling services which have not yet been consumed. You may request a cancellation and receive a full or partial refund, or request that a virtual styling service be moved to a later date, in accordance with the following:

Cancellations which are requested within 24hrs of placing an order will result in the issuance of a full refund.

Cancellations which are requested more than 24 hours following the placement of an order, but greater than 48hrs from the time at which a virtual service is scheduled, will result in the issuance of a 50% refund.

Cancellations which are requested within 48hrs of the date on which a virtual service is scheduled are not eligible for a refund.

A request to change the time at which a virtual styling service is scheduled will be honored if such request is made greater than 48hrs from the time at which the virtual styling service is scheduled. In such a case, the eligible virtual styling service subject to the request will be moved to an alternate date and time of the customer's choosing, subject to availability. Requests to reschedule a virtual styling service within 48hrs may be granted at the discretion of the stylist with whom the service is scheduled, except that no requests to reschedule may be made within 24hrs of the time at which a virtual styling service is scheduled, nor will any such requests be granted.

Failure to appear for a scheduled virtual styling service will be considered consumption of the service and will not be eligible for refund.

In the event of any modifications to this section subsequent to your placement of an order, for that order you will be subject to the refund terms and conditions as they were listed at the time the order was placed.

Comments, Communications, and Other Content

Visitors to the Website may post comments, photos, and other content; send other communications; and submit suggestions, ideas, questions, comments, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, commercial solicitation, political campaigning, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of content. Urban Darling reserves the right (but not the obligation) to remove or edit such content.

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Relationships Between Parties

Wardrobe stylists (“Stylists”) listed on the Urban Darling website are independent contractors and are neither employees nor agent of Urban Darling. Stylists determine the details, manner, and means whereby their services are offered and engage in the provision of their services under their own direction and control. Stylists do not have any actual or implied authority to act on Urban Darling’s behalf, except as expressly provided for by Urban Darling.

Advice

The contents of this website do not constitute advice and should not be relied upon in making or refraining from making, any decision.

Modification of Website and Terms of Use

Urban Darling reserves the right to: change or remove (temporarily or permanently) the Website or any part of it without notice and; change these Terms and Conditions at any time. Your continued use of the Website following any changes shall be deemed to be your acceptance of such change and you confirm that Urban Darling shall not be liable to you for any such changes or removal.

Links to Third Party Websites

The Urban Darling Website may include links to third party websites that are controlled and maintained by others. Any links to other websites are provided solely as informational resources and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

Copyright

All copyright, trademarks and all other intellectual property rights in the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website) are owned by or licensed to Urban Darling or otherwise used by Urban Darling as permitted by law. In accessing the Website you agree that you will access the content solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

Disclaimers and Limitation of Liability

The Website and any products or services made available through the Website are provided on an AS IS and AS AVAILABLE basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. To the extent permitted by law, Urban Darling will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website or any products or services made available through the Website. Urban Darling makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

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

Indemnity

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You agree to indemnify and hold Urban Darling and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Urban Darling arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website or any services offered by Urban Darling.

Merger and Severability

These Terms and Conditions represent the entire agreement between you and Urban Darling. This agreement supersedes and replaces any prior agreements between you and Urban Darling. If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of law provisions.

For any further information please email Style@UrbanDarling.com