

# Oui Wed LLC Customer Rental Agreement

These terms and conditions (the "Agreement") are a legal agreement between you ("You" or "Your") and Oui Wed LLC., with corporate offices at 227 Granville Circle, Egg Harbor Township, NJ 08234 ("Oui Wed LLC," "we," "us," or "our"), establishing terms and conditions under which You will submit information to, and rent dresses and accessories (each a "Product" and collectively, "Products") and receive related services ("Services") from, Oui Wed LLC via our website at [www.OuiWed.co](http://www.OuiWed.co) (the "Website").

BEFORE YOU CLICK ON THE "I ACCEPT" BUTTON AS A FIRST TIME USER OR CLICK ON THE "SUBMIT ORDER" BUTTON AS A RETURNING USER, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS AGREEMENT MAY HAVE CHANGED SINCE YOU LAST USED THESE SERVICES. BY CLICKING ON THE "I ACCEPT" BUTTON AS A FIRST TIME USER OR BY SUBMITTING AN ORDER FOR PRODUCTS AS A RETURNING USER, YOU ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT INCLUDING THE WEBSITE TERMS AND CONDITIONS OF USE AND THE PRIVACY POLICY. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT SUBMIT YOUR PRODUCT ORDER AND YOU WILL NOT BE PERMITTED TO RENT OR, IF APPLICABLE, LATER PURCHASE THE PRODUCTS. WE RESERVE THE RIGHT TO CHANGE THE TERMS OF THIS AGREEMENT IN THE FUTURE AND ANY CHANGES WILL APPLY TO THE RENTAL OR PURCHASE OF ANY PRODUCTS AFTER THE DATE OF SUCH CHANGE. THIS AGREEMENT APPLIES EVERY TIME YOU SUBMIT AN ORDER OR OTHERWISE USE OUR SERVICES.

## **1. General; Rental Not Purchase; Adult Agreement Required.**

This Agreement contains all the terms and conditions governing Your rental of Products from Oui Wed LLC via the Website from time to time. You agree that Your use of our Website and the Services, other than rental orders as set forth in this Agreement, is subject in all respects to our Website Terms and Conditions of Use and our Privacy Policy, as such terms may change from time to time. No other terms or conditions (preprinted or otherwise) shall have any force or effect. You agree and acknowledge that You are renting the Products and that ownership of the Products remains with Oui Wed LLC at all times. Our Products may be rented for use by individuals under 18 years of age, but we rent only to adults, who may rent the Products with a payment card or other approved payment method. By clicking the "I Accept" button, You represent that you are 18 years or older and

that you are authorized to use the chosen payment method (including, without limitation, credit cards) for the purpose of renting the Products as described herein.

Children under the age of 13 may not use the Website and parents or legal guardians may not agree to the Website Terms and Conditions on their behalf. Children under 18 years of age but at least 13 years of age, may use the Website under the supervision of parents or legal guardians who agree to be bound by the Website Terms and Conditions of Use on their behalf. If You are a parent or legal guardian agreeing to the terms and conditions of this Agreement (including the Website Terms and Conditions and Privacy Policy) for the benefit of a child between the ages of 13 and 18, You are fully responsible for his or her use of the Website and the Services, and the rental of any Products, including all legal liability he or she may incur. We currently and generally limit the number of Products that can be rented by You and our other customers to four (4) at any time.

## **2. Oui Wed Box Rental Fees; Payment Card Authorizations; Cancellations.**

The rental fee ("Rental Fee") for the Products will be the rental fee, insurance charges and delivery charges listed on the Website in connection with Your rental of the Products. Upon Your order for a Product, You hereby authorize us to charge Your payment card for the Rental Fee. We will charge Your payment card the amount of the Rental Fee immediately upon Your rental order. A reservation of a Product on our Website is an order for the rental of that Product, regardless of how far in advance that Product is reserved. In addition, at the time of Your order of a Product, You hereby authorize Oui Wed LLC to charge Your payment card for an amount equal to 200% of the entire original retail value of that Product (when new) set forth on the Website, ("Retail Value") plus applicable sales taxes; provided that we will only charge Your payment card for an amount greater than the Rental Fee in the circumstances set forth in Section 4 below. Rental Fees exclude all federal, state and local taxes, GST, fees, customs, duties, levies and other governmental assessments, all of which shall be paid by You directly or, if paid by Oui Wed LLC, shall be paid by You to Oui Wed LLC in connection with Your order for the rental.

## **3. Our Commitments to You.**

- a. Delivery to You. We will deliver the Products You ordered, including the specified size, color and design, within 5-7 business days, except to the extent we informed You in connection with Your order that the specific Product was not guaranteed. Products may appear different in color and style than the photos displayed on our Website. Our liability to You for failure to deliver the Product as ordered is limited to the timely delivery of Product as ordered or a refund of the Rental Fee (excluding insurance and delivery charges) as determined by us.
- b. Delivery; Clean and Ready to Wear. All deliveries will be through Oui Wed LLC's shipping partners, which may change from time to time at the Company's discretion. The shipping method

used will be at the discretion of Oui Wed LLC. The Products can be delivered to you until 8:00 pm on your rental start date. The Products will be professionally cleaned and delivered ready to wear. We dry clean and inspect each product with the utmost care, but use of the product is at your own risk and Oui Wed LLC shall not be held liable for any health-related complaints associated with a product rented from our site.

- c. Return Packaging. You agree that you will return all Products that you do not desire to purchase in their original packaging, with self-paid shipping to Oui Wed LLC according to the instructions for Your use in returning the Products to Oui Wed LLC.
- d. Services. On our Website, we offer various Services to assist You in selecting a Product. Our Services are provided "AS IS" without guarantee as to results.

#### **4. Your Commitments to Us; Payment of Rental Fee; Fees for Late Returns.**

- a. Receipt of the Products. Upon delivery, You bear responsibility for the Product(s). You acknowledge that a Secure Shipping Address (defined herein) is highly recommended. A Secure Shipping Address is defined as a location where an individual can physically receive Product(s). In the event that an unsecure shipping address is provided, Oui Wed LLC does not bear liability for Products left unattended. Furthermore, You acknowledge that providing anything other than a Secure Shipping Address may result in delivery delays and additional delivery fees for which Oui Wed LLC is not to be held liable, but You will be held liable.
- b. Use of the Products. You agree to treat the Products with great care, as if it was borrowed from Your close friend. You are responsible for loss, destruction or damage to the Products due to theft, mysterious disappearance, fire, stains, odors or any other cause, other than normal wear and tear. Normal wear and tear encompasses very minor stains, very small rips, few missing beads, stuck zippers or other minor damage. If You return a Product that we perceive is damaged beyond normal wear and tear, then You agree that we shall charge You, and You shall pay, for the price for replacing the Product, as determined in our discretion, up to the full Retail Value for the Product.
- c. Return of the Products; Extensions. You agree to return the Products to Oui Wed LLC in the Return Packaging on the return date for the Products that is identified in the printed invoice for Your order. You must return the Product by delivering the Product in the Original Packaging to a UPS/ USPS or FedEx store located in the United States by 12 p.m. on or before the date that the Product is due.
- d. If You return the Products late or not at all, a late fee of fifty dollars (\$50.00) will be charged to the payment card You used to pay the Rental Fee or to any other payment card included in Your account information that You have provided to Oui Wed LLC for every day that you are late returning the Products, and You agree to pay such late fees, up to an amount not to exceed 200% of the Retail Value plus applicable sales tax (plus the Rental Fee). The late fee is payable for each order of Products that is not returned when due, not for each Product that is the subject of the order that is late. If you have not returned a Product within twenty (14) days after the return date for the Product, Your late return will be considered a non-return and Oui Wed will charge Your payment card the maximum late fee set forth above, less any late fees that You have already paid, plus applicable sales tax.
- e. If You lose the Original Packaging, You will be responsible for returning the item at your own expense by the expected return date, and providing Oui Wed with a tracking number.
- f. Payment of 200% of Retail Value. We will not charge You for more than an amount equal to 200% of the Retail Value plus the Rental Fee, in the aggregate, for any charges arising under this Section 4, excluding collection costs. If You pay us an amount equal to 200% of the Retail Value under this

Section 4 and You still possess the Product, the Product is Yours to keep, though on an "AS IS" basis without warranty of any kind. For the avoidance of doubt, the limitations of this clause shall not apply to the Rental Fee, which is charged separately from, and in addition to, any other charges payable by You pursuant to this Section 4.

- g. Collections. If You do not pay the amounts You owe to us when due, then we will need to institute collection procedures. You agree to pay our costs of collection, including without limitation reasonable attorneys' fees.
- h. Removal. We reserve the right to terminate your right to rent Products from us at any time in the event of Your breach of this Agreement or for no reason or any other reason in our discretion.
- i. Email. We will use the preferences and orders You provide on our Website to send You e-mails and other marketing materials for other Products. You may opt out of receiving those e-mails by emailing [hello@ouiwed.co](mailto:hello@ouiwed.co) or following the links provided at the bottom of those e-mails when available.

## **5. Details on Our Commitment to You.**

- a. Limited Warranty. The limited warranties set forth in Section 3 apply only to You, may be acted upon only by You, and may not be assigned, sold or transferred to any third party. No warranties are granted other than as set forth in Section 3. Our warranty herein shall not apply to any matters arising from violation of Your commitments set forth in Section 4 of this Agreement.
- b. Remedies. Your sole and exclusive remedy and Oui Wed LLC's sole and exclusive liability for a breach of Oui Wed LLC's limited warranty shall be, at Oui Wed LLC's option, Oui Wed LLC's use of its commercially reasonable efforts to replace the non-conforming Product in a timely manner or a refund of Your Rental Fee (excluding insurance and delivery charges).
- c. Disclaimers. THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT) WITH RESPECT TO THE PRODUCTS, THE SERVICES RELATED THERETO OR THE USE OR RESULTS OF THE PRODUCTS OR SERVICES.

## **6. Limitation of Liability.**

1. No Indirect Damages. IN NO EVENT SHALL OUI WED LLC (OR ITS SUPPLIERS OR LICENSORS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS OR LOSS OF USE DAMAGES, ARISING OUT OF THE PRODUCTS OR SERVICES RELATED THERETO, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF OUI WED LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

2. Limited Direct Damages. OUI WED LLC'S (AND ITS SUPPLIERS' AND LICENSORS') AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT, THE PRODUCTS AND/OR SERVICES RELATED THERETO, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE APPLICABLE RENTAL FEES PAID BY YOU FOR THE APPLICABLE PRODUCT AND/OR SERVICE.

3. Use of Results at Your Risk. YOU ASSUME SOLE AND EXCLUSIVE RESPONSIBILITY AND LIABILITY FOR ANY CLAIMS AGAINST YOU AND/OR DAMAGES ARISING FROM USE OF THE PRODUCTS DURING YOUR RENTAL PERIOD.

## **8. Miscellaneous.**

This Agreement, (including the Website Terms and Conditions and the Privacy Policy referenced in this Agreement) constitute the entire agreement between You and Oui Wed LLC with respect to the subject matter hereof and is the final, complete, and exclusive statement of the terms of the Agreement, superseding all prior written and oral agreements, understandings and undertakings with respect to the subject matter hereof. Modifications may be made only by Oui Wed LLC. We reserve the right to terminate or amend this Agreement at any time for any or no reason, effective upon notice to You of such termination or amendment. The waiver of any term or condition or any breach thereof shall not affect any other term of condition of this Agreement. The Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its conflicts of laws principles. You shall not assign this Agreement without Oui Wed LLC's prior written consent. Termination of this Agreement will not relieve You of any payment obligations hereunder. Sections 1, 2, 3, 4, 5, 6 and 7 shall survive this termination of this Agreement according to their terms. If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of any authority having jurisdiction over this Agreement, the validity of the remaining portions or provisions hereof shall remain in full force and effect. Oui Wed LLC shall not be liable for failure to perform any of its obligations hereunder by reason that are beyond its reasonable control, including, without limitation, fire, earthquake, interruptions in supply, other natural disaster, war embargo, and/or riots or acts of terrorism.