ARCHIVE RESALE, INC.
TERMS OF USE

Dated December 5, 2025

These Terms of Use (**"Terms"**) explain the contractual relationship between you and Archive Resale, Inc. (**"Archive," "us," "our," or "we"**), regarding your use of, and access to, our website located at www.archiveresale.co and any branded resale marketplaces that are built and operated by Archive (collectively, the **"Website(s)"**) and the services and offerings made available to you through the Website, including without limitation all features and functionality thereof (together with the Website, the **"Service"**). These Terms include our Privacy Policy, located at https://shop.lululemon.com/help/legal/privacy-policy and together with the Privacy Policy govern your access to and use of the Service and your purchase of any Products (as defined below) via the Website, and constitute a binding legal agreement between you and Archive.

YOU ACKNOWLEDGE AND AGREE THAT BY ACCESSING OR USING THE SERVICE, OR BY PURCHASING ANY PRODUCTS FROM OR THROUGH THE WEBSITE, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, INCLUDING ANY MODIFICATIONS TO THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SERVICE.

WE MAY DISPLAY ADDITIONAL TERMS, INCLUDING ANY RELEVANT TERMS OF PARTICULAR BRAND PARTNERS, APPLICABLE TO CERTAIN FEATURES OF THE SERVICE WHEN YOU ACCESS OR USE THOSE FEATURES. ALL SUCH ADDITIONAL TERMS ARE INCORPORATED INTO AND MADE A PART OF THESE TERMS. IF YOU VIOLATE THESE TERMS, WE MAY TERMINATE YOUR RIGHT TO USE THE SERVICE AS WELL AS EXERCISE ANY OTHER RIGHTS OR REMEDIES AVAILABLE TO US.

IMPORTANT: THESE TERMS CONTAIN PROVISIONS THAT GOVERN THE RESOLUTION OF CLAIMS BETWEEN ARCHIVE AND YOU, INCLUDING THE REQUIREMENT THAT YOU RESOLVE ANY DISPUTES YOU HAVE WITH US THROUGH FINAL AND BINDING ARBITRATION. PLEASE SEE THE DISPUTES CLAUSE IN SECTION 13 BELOW FOR MORE INFORMATION.

We limit the use of the Service to individuals of 18 years of age or older. By using and accessing the Service or by purchasing any Products, you represent and warrant that you are 18 years of age or older.

1. **Services**
   The Service provides an online marketplace where a user of the Service (**"User(s)"** can list and sell items (**"Items")**. Users who purchase Items are called **"Buyers"**, and Users who sell Items are called **"Sellers"**. Sellers can either be private individuals or our brand partners. **"Brand Partners"** are the companies with whom Archive partners to provide brand resale marketplaces and which are also able to list and sell Products. **"Products"** are those items that are offered for resale by Sellers through the Service.

   In using the Service, Buyers and Sellers enter into a contract for the sale and purchase of Products directly between themselves and Archive is not a party to such sale or purchase.

   There are risks that you assume when dealing with others, and these risks are borne by you

alone, and not Archive, or Archive's Brand Partners. You are solely responsible for your evaluation of, and decision to use the Service, Buy, Sell, or transact any business or communications on the Service, and will be liable for all of our actions on the Service.

2. Registration

You are responsible for your use of the Service, and any use of the Service made using your account. The personal information you provide to us is governed by the Privacy Policy. You acknowledge Archive may establish policies and practices concerning use of the Service, including policies that may delete or remove content or data, terminate inactive accounts, and any other policies and practices in Archive's business interest. You further acknowledge that Archive reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

The Service is not available to minors (people under the age of majority in their state or province of residence), except in the limited circumstances outlined in our Privacy Policy. If You are under the age of 13, please see our Privacy Policy. The Service is not available to temporarily or permanently suspended members of the Service. Archive reserves the right to refuse access to the Service, or terminate the account of any User, at its sole discretion and for any reason or no reason at all.

You are responsible for maintaining the confidentiality of your password and account and will be fully responsible for any and all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of account security. Archive will not be liable for any loss or damage arising from your failure to comply with this Section.

3. Third Party Material

The Service may contain links to other websites and/or other third-party content. These links are provided solely for your convenience; Archive does not undertake any obligation to review or monitor any third-party websites linked from or to the Service and does not make any representations or warranties with respect to such third-party websites. If you decide to access a linked third-party website, you do so at your own risk. Archive shall not be responsible for any information, materials or services obtained on or from such other websites and will not be liable in any respect for any damages arising from your access of such websites. The inclusion of these links does not imply any endorsement, representation or warranty by Archive with respect to any such website or the content or services contained through such websites. You agree not to link any websites to the Service without the express prior written consent of Archive.

4. Your Responsibilities

You are solely responsible for all information, descriptions, pictures, listings, data, text, music, videos, media, comments, or any other materials (**"Content"**) that you upload, post, publish, transmit, or display (**"Post"**) via the Service. The following are examples of Content, Postings, or Use of the Service that is illegal or prohibited by Archive. Archive may investigate, take legal action, or perform any other action it deems necessary or warranted in managing the Service, your Content, Posting, or Use, without limitation, including preservation of such information for investigative purposes.

You agree to not use the service to (1) provide any Content, Postings, or otherwise that are unlawful, harmful, violent illegal, infringing on third party rights, objectionable, pornographic, libelous, invasive, encouraging money laundering, gambling or any other unlawful or unwarranted behavior. (2) violate any law, rule, or regulation, including any anti-spam, data privacy, or other restriction that may be applicable to Your use of the Service (3) create any derivative works or reviser engineer any part of the Service, or put unreasonable load on the Service infrastructure or disrupts the networks connected to the Service (4) promote any illegal activity or enterprise (5) stalk, harass, bully, impersonate or solicit information from anyone, especially those that are under the age of 18 (6) copy, scrape, harvest or use automated systems to collect contact information from the Service for use outside of those intended by this Terms of Service (7) to sell or transmit anything you don't have a right to sell or transmit under law or existing relationship (8) pose a privacy or security risk (9) infringe on anyone's intellectual property (10) spam any users with email, junk mail, fraud, schemes, or the like (11) transmit or upload viruses, worms, or interfere with the Service, or (12) take any action or inaction which Archive, in its sole judgment, believes is questionable or could cause harm or liability.

5. Your Content

As Users of the Service, all information, including item information and photos, etc. that You post, transmit, or submit through the Service ("User Content") is intended to be shared with other Users.

By posting User Content on or through the Service, you represent and warrant that:

- **a.** you own the User Content and have the right to use the User Content and the right to grant us the rights and license as provided in these Terms, and
- **b.** the posting of User Content on or through the Service does not violate the privacy rights, publicity rights, contract rights, intellectual property rights or any other rights of any person.
- **c.** the posting of User Content does not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights, or rights of publicity or privacy, or violates any law or regulation.
- **d.** the User Content is not defamatory, constitutes trade libel or product disparagement, or is unlawfully threatening, harassing, or contains hate speech, is not obscene or contains pornography, or
- **e.** does not contain and false, inaccurate, or misleading statements or information
- **f.** does not contain any computer programming routines such as viruses, Trojan horses, time bombs, or other malicious code or programs that may damage or interfere with the operation of any system, or unlawfully intercept any data or personal information.

By posting or otherwise transmitting any User Content you hereby grant and will grant to Archive and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, transmit, perform, distribute, store, modify, make derivative works of and otherwise use in any manner your User Content in connection with the operation of the Service or any other products or services of Archive, or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed (including without limitation publishing your User Content on the Internet, including without limitation social media platforms like Facebook, sharing it with blogs, etc., and allowing other Users to share listings that include your User Content).

We may refuse to accept or display User Content, and may remove or delete all or any portion of

the User Content at any time. You understand that Archive is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Content, and that such User Content is not the responsibility of Archive. We are not under any obligation to review any User Content posted by Users on the Service, although we reserve the right to do so with or without notice, to prevent or rectify any alleged violations of these Terms or any applicable law. We reserve all defenses made available to us by the Communications Decency Act and any other applicable laws, rules, or regulations.

Any and all User Content you upload is not considered confidential by Archive, will be treated as public information, and you agree and understand is intended to be shared with other users of our Service as well as third parties, all in Archive's sole discretion, and Archive has no control or liability over what other Users do with your User Content. You understand and agree that Archive will not be liable for any treatment of your User Content as confidential and waive all rights with respect to any such claims of confidentiality.

6. Comments, Feedbacks and Suggestions

You acknowledge that any comments, feedback, suggestions, ideas, pictures, video etc. (collectively, **"Feedback"**) disclosed, submitted or offered to Company, shall remain the exclusive property of Company and may be used by Company in any medium and for any purpose without obtaining your specific consent. Company is not under any obligation to maintain your name or Feedback in confidence or to pay to you any compensation for any Feedback submitted, or to respond to any of your Feedback. You agree that you will be solely responsible for the content of any Feedback you make.

7. Intellectual Property Rights

Subject to your compliance with these Terms, you may access and use the Service on a computer, tablet device or mobile phone that you own or lawfully control. All materials contained on, in, or available through the Service, including all text, designs, trademarks, logos, audio clips, photographs, images, videos, graphics, data, information, source code, software compilations, and other materials, including the selection and arrangement thereof ("Content") are protected by copyright, trademark, trade dress, patent and other intellectual property laws and may not be copied or imitated in whole or in part by you, unless as explicitly stated under these Terms. All copyrights, trademarks, service marks, trade dress, patent and other intellectual property rights, and all derivative works thereof inherent in or appurtenant to the Content, whether registered or not, are our sole property or the property of our third-party contributors and/or Brand Partners. The Content may also be protected as a collective work or compilation under U.S. copyright and other laws and treaties. You agree to abide by all applicable copyright and other laws. Any use of the Service or the Content other than as specifically authorized herein is strictly prohibited.

8. Limitations

You may not create, develop, license, install, use, or deploy any third-party software or services to circumvent, enable, modify or provide access, permissions or rights to work around any technical limitations in the Service. You may not copy (except as expressly permitted by these Terms) or publish the Service in whole or in part for others to copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify, or create derivative works of the Service, or any updates, or part thereof (except as and only to the extent any foregoing restriction

is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open source components included with the Website, if any). Any attempt to do so is a violation of our rights. If you breach this restriction, you may be subject to prosecution and damages. You may not use the Service in any manner not specifically authorized hereunder or in any way that is against any applicable laws or regulations.

9. Purchase and Sale Transactions

- **a.** Risks, No Warranty. You assume certain risks in using a marketplace service such as Archive. Archive is not involved with, nor provides a warranty for, any transaction between Buyer and Seller, nor has title to any Products, and is not the Buyer or Seller in any transaction. You as a Buyer and/or Seller assume, agreement, and understand you bear all of the risks in selling or purchasing of Products on the Service.
- **b.** Fees. Registering for the Service is free, however, Archive charges a 30% fee (i.e. you keep 70%) of the purchase price paid by a Buyer for a Product listed by you if you choose to convert your sale to cash. If you choose to convert to store credit, the fee is 10%. Included in the Service is a free pre-paid shipping label, free of charge credit card processing and customer support. Sales tax is automatically calculated, and where necessary, collected, and remitted to the state on your behalf in accordance with Section 9.h below.
- **c.** Prohibited Items. Archive only allows the sale of Products from the relevant Brand Partner. Products which are not searchable through the brand's database are not able to be sold.
- **d.** Sellers. You agree that you have all rights necessary to sell the Products you make available, and will describe such Items truthfully, accurately, and completely. For sales and purchases where the Brand Partner is the Seller, it is the responsibility of the Seller to comply with all its applicable consumer protection obligations, including making the requisite declarations to the relevant authorities so as to comply with the applicable regulatory provisions, and Archive hereby disclaims any liability in this respect to the extent permitted by applicable law.
- **e.** Buyers. You are solely responsible for reading and reviewing the Product listing before making an offer or purchasing. The contract to purchase is between you (the Buyer) and the Seller, not Archive.
- **f.** Purchases. Buyers may purchase Products from Sellers, and this is considered a binding contract. Upon purchasing a Product, a Buyer is obligated to remit payment for the Product to Archive including any shipping or additional fees listed. Archive is not an auctioneer, nor is it a Seller or carrier. Service includes pricing, listing, and shipping assistance, but Archive is not a Buyer or Seller of Products. Archive may delay any Purchase for purposes of fraud detection or to protect users from other illegal or wrongful activities. All Product purchases are final, with no returns, refunds, cancellations, or retractions allowed, except where the purchase is canceled where explicitly permitted by Archive or where applicable, a Seller.
- **g.** Shipping. Archive will provide Seller with a prepaid shipping label to send the Item to the Buyer (Archive reserves the right to discontinue providing Labels to any or all users at any time and for any reason). Seller must then deliver Item to Buyer. Seller must ship Product within six (6) business days of receipt of the label, if Seller does not ship the Product we will notify Seller and give the Buyer the option to cancel their order. When using a label Seller must only use label to ship applicable item, is fully responsible for contents of parcel, comply with all terms and comply with all conditions of the shipping

carrier. Title transfers to Buyer upon shipment. If a Product is lost, damaged, late, or arrives not as expected to Buyer, Buyer must report issue to Archive three (3) days after delivery. Once Buyer confirms receipt and acceptance of Product, either by affirmatively notifying Archive or failing to notify Archive within three (3) days of delivery (as determined by tracking information), Archive will credit Seller's account with amount equal to Purchase price, minus taxes, shipping cost and Archive's commission. Funds may be redeemed by Seller through Archive's permitted third-party payment provider(s), or converted to Brand Partner store credit by the Seller. Buyers are responsible for any shipping costs incurred with respect to their purchased Product.

h. Taxes. Purchased Products may be subject to applicable taxes in your jurisdiction, which Archive will collect from Buyers on behalf of Sellers where obligated to do so, and in the event taxes are collected and Archive is legally obligated to do so, remit such taxes to applicable taxing authorities on behalf of Sellers. Note that taxes are not included in the listed price for Products, but will be displayed before confirmation of purchase. Taxes are based on several factors, including price, location, and state, local, federal, or other applicable rates at time of purchase. Although we may assess taxes upon purchase or sale you are ultimately responsible for the verification and reporting of any and all applicable taxes to the appropriate tax authorities, including instances where Archive does not collect taxes on your behalf.

i. Payments. Buyers may pay for Products using payment methods approved by Archive, and Archive will receive payment from Buyer on behalf of Seller. By submitting payment information to Archive you authorize Archive to store that information and with your confirmation, charge you for any Products purchased.

j. Store Credit. If you choose to convert your sale earnings to store credit with one of our Brand Partners, you agree for us to share your information with that Brand Partner and/or their 3rd-party Store Credit provider. The Brand Partner and Archive Privacy Policies apply.

k. Fee Modifications. We may change or discontinue, temporarily or permanently, some or all fees for the Service, and such changes will be effective upon our revision of these Terms.

l. Returns. Unless as otherwise provided herein, Archive does not allow returns. If a Product is not as described on the Service, you the Buyer, are required to report the issue through the Service or by emailing hello@likenew.lululemon.com within three days after determined delivery of the Product based off tracking information. Archive shall have final determination regarding the accuracy of item descriptions and has the sole authority to determine whether a refund is or is not warranted. Buyer and Seller understand and agree that they will abide by any final determinations made by Archive in respect to any such issues and returns.

m. Sole Traders. Private individuals who act as Sellers and that sell items regularly and/or that sell a large number of items may be qualified as sole trade by the tax or other authorities and may therefore be subject to the obligations that are applicable to sole traders by virtue of the applicable regulations and these Terms. It shall be the responsibility of such Sellers to comply with all their obligations, including making the requisite declarations to the relevant authorities so as to comply with the applicable regulatory provisions, and Archive hereby disclaims any liability in this respect.

10. Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN

“AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, ARCHIVE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ARCHIVE MAKES NO WARRANTY THAT (I) YOU WILL BE ABLE TO SELL OR PURCHASE ANY ITEMS THROUGH THE SERVICE OR THAT THE SERVICE WILL OTHERWISE MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY GOODS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

ARCHIVE MAKES NO GUARANTEE REGARDING THE AUTHENTICITY, QUALITY, SAFETY, OR LEGALITY OF ANY ITEMS OFFERED OR SOLD, NOR THE TRUTH OR ACCURACY OF ANY LISTINGS, OR ABILITY OF BUYERS AND SELLERS TO TRANSACT ANY BUSINESS ON THE PLATFORM.

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 DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS SET FORTH IN THESE TERMS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

11. Limitations on Liability

Archive is not liable for (1) any User Content posted on the Service; (2) purchases, sales, or other obligations that may arise between Users; (3) any damages that result through your use of the Service; (4) any negative or critical comments that may be posted by other Users through the Service; and/or (5) any cost of substitute goods or services.
You are solely responsible for your interactions with other Users, including any purchase or sale transactions. You agree Archive will have no liability or responsibility with respect to such interactions, purchases, or sales. Archive reserves the right but is under no obligation to become involved in any dispute between you and another User.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL ARCHIVE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE AND/OR PRODUCTS, WHETHER OR NOT ARCHIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY.

INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICE, ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT INCLUDING NEGLIGENCE, OR HOWSOEVER OTHERWISE) ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM (1) THE USE OR INABILITY TO USE THE SERVICE; (2) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE;

OR (3) ANY OTHER MATTER RELATED TO THE SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL ARCHIVE BE LIABLE TO A USER, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, FOR MORE THAN THE GREATER AMOUNT OF (1) COMMISSIONS THAT YOU HAVE PAID TO ARCHIVE AS A SELLER IN THE SIX (6) MONTHS PRIOR TO THE ACCRUAL OF THE CLAIM, OR, (2) ONE THOUSAND U.S. DOLLARS (USD $1,000).

THE LIMITATIONS OF THIS SECTION WILL NOT APPLY TO ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

Our Brand Partners, licensors, and service providers will have no liability of any kind under these Terms.

12. Indemnity

By using the Service, you agree to defend, indemnify and hold us, our affiliates, Brand Partners, officers, members, directors and employees harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Service or Products, including without limitation the creation, placement or transmission of any message, information, software or other materials through the Service by you or related to any violation of these Terms by you (collectively, **"Indemnified Matters"**). We shall control the defense of any Indemnified Matters through counsel of our choice.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

13. Dispute Resolution, Arbitration Agreement

Archive is always interested in resolving disputes amicably and efficiently. If you have any concerns or disputes, please email customer support at hello@likenew.lululemon.com You and Archive agree to attempt to resolve the dispute for a period of sixty (60) days, after which time any unresolved dispute shall be settled by binding and confidential arbitration as follows:

PLEASE READ THIS SECTION CAREFULLY.

By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against Archive on an individual basis in arbitration as set forth in this Section 13. This will preclude you from bringing any class, collective, or representative action against Archive, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Archive by someone else.

Any unresolved dispute shall be settled by binding and confidential arbitration, notice of which must be sent by you to Archive, per the Notice provision set forth herein, and describe the nature

of the claim and relief sought. Such arbitration shall take place in the County of New York, State of New York unless otherwise agreed. If the claims involved total less than US$10,000, then will be conducted through document submission or telephonic hearing unless in person arbitration is legally required.

You acknowledge and agree that you and Archive 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. Unless both you and Archive otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding.

The arbitration will be administered by the American Arbitration Association (**"AAA"**) in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the **"AAA Rules"**) then in effect. The parties agree that the arbitrator (**"Arbitrator"**), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of these Terms, including any claim that all or any part of this Section is void or voidable. Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (**"FAA"**), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of New York.

The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties.

Notwithstanding the foregoing, Archive may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction. In such event, you consent to the exclusive jurisdiction and venue of the federal and state courts located in the State of New York, New York County for any action arising out of or relating to these Terms.

14. Suspension; Termination

We may terminate your access to the Service, without notice, for conduct we believe violates these Terms, our policies, is harmful to our business interests, or for an inactive account. We also reserve the right to suspend or cease providing the Service, with or without notice, and we shall have no liability or responsibility to you if we do so. This includes without limitation the right to refuse service, terminate accounts, remove or edit User Content and Content and/or cancel orders in our sole discretion. If your access to the Service is terminated, you will remain personally liable for any orders you placed or charges or other liabilities incurred by you prior to such termination.

15. Notices

You agree we will provide notices and messages to you within the Service, or if required, via email or regular mail. You may provide Archive notice and will be deemed provided once received by Archive. addressed via mail to the address noted in the Questions, Comments section below.

16. U.S. Jurisdiction

The Services are controlled and operated by Archive from the United States and are not intended to subject Archive or its affiliates to the laws or jurisdiction of any state, country or territory other than that of the United States. Archive does not represent or warrant that the Website or Service or any part thereof are appropriate or available for use in any jurisdiction other than the United States.

17. Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions.

18. Entire Agreement

These Terms and the Privacy Policy constitute the entire agreement between you and us with respect to the use of the Service, and supersede all discussions, communications, conversations and agreements concerning the subject matter hereof.

19. Assignment

You shall not transfer, assign, sublicense nor pledge in any manner whatsoever, any of your rights or obligations under these Terms. We may transfer, assign, sublicense or pledge in any manner whatsoever, any of our rights and obligations under these Terms to a subsidiary, affiliate, or successor thereof or to any third party whatsoever, without notifying you or receiving your consent.

20. Amendment to Terms

We may update or amend these Terms from time to time. Amendments shall be effective upon posting on the Website. You are responsible for regularly reviewing these Terms. Your continued access and use of the Service following such posting constitutes your consent to be bound by any amended Terms.

21. General

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. In the event that any provision of these Terms is inoperative or unenforceable for any reason, such provision shall be enforced to the maximum extent permitted by law and the invalidity of such provision shall not affect the enforceability and validity of remaining provisions of the Terms. No independent contractor, partnership, joint venture or employer-employee relationship is intended or created.

No action, regardless of form, which arises from or is related in any way whatsoever to these

Terms, may be commenced by you more than twelve (12) months after such cause of action accrues.

22. Questions, Comments

Please contact us with any questions, comments, or to report a violation of this Agreement: hello@likenew.lululemon.com

23. Users in California

Notwithstanding anything to the contrary in the rest of the Agreement, the following takes precedence with respect to Users in California: Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.