

# Terms & Conditions



## **OVERVIEW**

Thank you for visiting our website. Please read these Terms carefully before accessing or using our website.

This website is operated by Cellar Agency ("we").

By visiting our website and/or renting something from us, you agree to be bound by the following terms and conditions, including those additional terms and conditions and policies referenced herein and available by hyperlink (together the "Terms").

These Terms apply to all website users, including, without limitation, browsers, vendors, customers, merchants, and contributors of content. You may not access the website or use any services if you disagree with the terms.

Any new features or tools added to the current store shall also be subject to the Terms. We reserve our right to change these Terms occasionally without notice.

## **SECTION 1 - DESIGN RENTAL TERMS**

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose, nor may you, in using our services, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will immediately terminate the services to you.

## **SECTION 2 - PRODUCTS AND SERVICES**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our [Return Policy](#).

We reserve the right to limit (i) the sales of our products or services to any person, geographic region or jurisdiction and (ii) the quantities of any products or services we offer. We reserve the right to discontinue any product at any time. Any offer for any product or Service made on this website is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations or that any errors in the Service will be corrected.

### **SECTION 3 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may limit or cancel quantities purchased per person, household, or order at our sole discretion. These restrictions may include orders placed by or under the same credit card and orders using the same billing or shipping address. If we change or cancel an order, we may attempt to notify you by contacting the e-mail or billing address/phone number provided when the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases at our store. You agree to promptly update your account and other information, including your email address, credit card numbers, and expiration dates, so we can complete your transactions and contact you as needed.

### **SECTION 4 - OPTIONAL TOOLS**

We may provide you access to third-party tools we neither monitor nor have any control or input.

You acknowledge and agree that we provide access to such tools" as is" and "as available" without any warranties, representations or conditions, or endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion, and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also offer new services and features through the website (including releasing new tools and resources). Such new features and services shall also be subject to these Terms of Service.

### **SECTION 5 - THIRD-PARTY LINKS**

Certain content, products and services available via our website may include hyperlinks to other websites or materials from third parties. Cellar Agency does not maintain, control, or otherwise govern these third-party websites. The content is not monitored or endorsed by Cellar Agency, which makes no representations regarding or warrants any information, goods, and services appearing and offered on such websites.

### **SECTION 6 – USED GENERATED CONTENT**

If, at our request, you send certain specific content for us to use commercially (for example, photographs, text, account names, information, graphics, videos, etc.) or without a request from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Content"), you:

1. Represent that you are at least 18 years old;
2. Grant to Cellar Agency the non-exclusive, perpetual, irrevocable, royalty-free, worldwide right to commercially use the Content on any medium including but not limited to our social media channels, website, blogs and e-newsletter; and
3. Grant to CC the right to use your (account/user) name, image or other identifying information in connection with your Content.

Any Content submitted must meet the following requirements:

- The content must be your original creation.
- You own or have obtained all necessary rights to the content.
- The content does not infringe any third-party rights, like tradenames, trademarks, copyrights, or portray rights.
- The content may not contain any computer virus or other malware that could affect the operation of our Service or any related website.
- The content may not have a defamatory character.
- The content may not portray or depict any person, product or company in a false light.
- The content may not be objectionable (content that shows criminal behaviour, violence, sexual abuse, sexual solicitation, adult nudity, etc.)
- Any children depicted in the content must be yours.
- The content may not otherwise violate any laws.

We may, but have no obligation to, monitor, edit or remove Content that is not in line with these Terms.

You shall be solely liable for any damage from submitting the Content/use thereof by Cellar Agency. You will indemnify Cellar Agency from any damages incurred using the Content.

## **SECTION 7 - PROHIBITED USES**

In addition to other prohibitions as outlined in the Terms, you are prohibited from using the site or its content:

1. For any unlawful purpose.
2. To solicit others to perform or participate in any unlawful acts.
3. To violate international, federal, provincial or state regulations, rules, laws, or local ordinances.
4. To infringe upon or violate the intellectual property rights of CC or third parties.
5. To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
6. To submit false or misleading information.
7. To upload or transmit viruses or any other malicious code that will or may be used in any way that will affect the functionality or operation of our website or any related website, other websites, or the Internet.

8. To collect or track the Personal Data of others.
9. To spam, phish, pharm, pretext, spider, crawl, or scrape.
10. For any obscene or immoral purpose.
11. To interfere with or circumvent the security features of our website or any related website.

## **SECTION 8 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

Cellar Agency provides this website on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, as to the operation of this website or the information, content, materials, or products included on our website. You expressly agree that using this website is at your sole risk.

We do not warrant that this website, its servers, or e-mails sent from CC are free of viruses or other harmful components. We will not be liable for any damages of any kind arising from the use of this site, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages.

## **SECTION 9 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Cellar Agency, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees harmless from any claims, damages, costs, and expenses, including attorneys' fees, arising out of or in connection with your use of the website and any breaches by you of these Terms.

## **SECTION 10 - GOVERNING LAW AND JURISDICTION**

These Terms, any separate agreements whereby we provide services to you and any dispute that might arise between you and Cellar Agency shall be governed by and construed by the laws of the Netherlands. You agree to submit to the exclusive jurisdiction of the courts of Amsterdam, The Netherlands, for any disputes arising from your use of this website with Cellar Agency.

## **SECTION 11 - TERMS AND CONDITIONS RENTAL**

### **Damages and stains**

We take care of damages up to €40,-. However, the wear and tear fees don't cover significant damage, loss of the item, and theft. If the item is damaged beyond repair or never returned, you may be responsible for buying/refunding the item from us for the current value of the item. Cellar Agency and the designer determine the current value.

### **Return**

You will receive an automatic email with return instructions shortly before the rental period ends. Returns can be dropped off at our studio. If the item has yet to be returned after a week, we will consider the item lost and charge you the current value of the item. The current value is determined by Cellar Agency and the designer minus the number of times it has been worn and the state the product was in before it was sent to the current customer.

### **Prolong**

Shortly before the rental period ends, you will receive an email offering the option to return or prolong your rental. Prolonging is easy; reply to the email you wish to prolong and pay by invoice. It can only be extended when the item is available for the following dates.

### **Buy**

We are trying to change behavior, from buying to renting. However, just let us know if you want to buy an item. We will discuss this with the designer and inform you of the selling price.

### **Late returns**

Please return your item before or on the last day of your Booking. Shipping back to our HQ will typically take 1-2 days.

Unfortunately, orders returned to us late have a domino effect. When you return something late, the next person planning on wearing that style can no longer do it.

To ensure all customers have an exceptional experience, late fee(s) of up to **€50 per day** will be charged to your payment method of file for each rental that is not returned on time.

If you have yet to return a rental item within seven days after the return date, your late return will be considered a non-return. Cellar Agency will charge your payment method on file the then-current price + tax for each item minus previously paid late fees and sales tax.

Late returns beyond your power, for example, because of the carrier, will not be charged if there is enough evidence of this being out of your hands.

### **If items don't fit, you want a replacement.**

We know it can be an exciting challenge to learn all of the different designers and sizing as you experiment with your new rotating closet. Not every style will be perfect when you're renting your wardrobe - and that's ok!

If you wish to return an item, please reach out on the start date of the rental and send us the item you want to return within 24 hours of receiving it. Please contact us as soon as possible, and we'll see how we can find a suitable alternative at [cellaragency@gmail.com](mailto:cellaragency@gmail.com).

### **If items don't fit, you want a return.**

We know it can be an exciting challenge to learn all of the different designers and sizing as you experiment with your new rotating closet. Not every style will be perfect when you're renting your wardrobe - and that's ok!

Please email us within 24 hours at [cellaragency@gmail.com](mailto:cellaragency@gmail.com) to inform us that the item doesn't fit and that you don't wish for a replacement. We will send you part cash and a part credit refund so that you can enjoy one of our beautiful items another time. We will charge the shipping cost involved from the cash return.

### **Cancellation by Renter**

A Renter can cancel a Booking free of charge up to ten (10) days before the Rental Start Date.

If a Renter cancels a Booking between nine (9) days and forty-eight (48) hours before the Rental Start Date, the Renter will be charged 30 % of the Rental Fee (including the Damage Protection Fee, if applicable) as a penalty. For the remaining 70 % of the Rental Fee, the Renter will receive a credit for future Rentals.

If the Renter cancels a Booking within forty-eight (48) hours before the Rental Start Date, the Renter will not receive any refund of the Rental Fee.

### **Cancellation by Lender**

A Lender can cancel a Booking within forty-eight (48) hours after the Lender was informed of the Booking, without having to pay a penalty, if the Booking was made more than five (5) days before the Rental Start Date.

A Lender can cancel a Booking within twenty-four (24) hours after the Lender was informed of the Booking, without paying a penalty, if the Booking was made five (5) days or less before the Rental Start Date.

Suppose a Lender cancels outside of the terms mentioned above. In that case, it will have to pay a penalty to Cellar Agency of EUR 30, except in cases of Force Majeure on the part of the Lender (i.e. circumstances outside of the control of the Lender).

After any cancellation by the Lender, the Renter will receive a full refund of all fees paid by it for the Rental.

## **SECTION 12 – LIABILITY Cellar Agency**

You acknowledge and agree that you rent, Lease, buy, or sell products at your own risk. Suppose it concerns a Product of a Lender, a Lender, a Renter, a Seller, and a Buyer enter into an agreement. In that case, Cellar Agency does not endorse or guarantee any Product or User of the Cellar Agency Platform or assert their trustworthiness. Cellar Agency does not commit to the existence, quality, safety, genuineness, or legality of the Products of the Lenders. Cellar Agency is not responsible or liable for any misrepresentations of the Products on the Cellar Agency platform by Users. Cellar Agency does not accept liability for a Lender's, Renter's, Buyer's or Seller's performance throughout the Services (like, but not limited to, the timely delivery of the Product). If a Renter, Lender, Buyer or Seller suffers damage as a result of an agreement (or breach of the agreement) with a Lender, Renter, Buyer or Seller, the Renter, Lender, Buyer or Seller should claim its damage from this Lender, Renter, Buyer or Seller and not from Cellar Agency. It shall also be the sole responsibility of the Lender/Seller to respond to any claim or complaint regarding the Products that they offer through the Cellar Agency platform, their description, or the comments of any User about the Product, or the dispatching, delivery or return of the Products by the Lender, Renter, Buyer or Seller.

Suppose it concerns a Managed Product or a Product from Cellar Agency's collection. In that case, Cellar Agency shall not be liable for damage (or delays) caused by the delivery carrier and other damage caused by circumstances outside of Cellar Agency's control. Cellar Agency will not be liable for the actions of the Manager. The Manager is not an auxiliary person of Cellar Agency, and Cellar Agency with this expressly excludes the applicability of Art—6:76 of the Dutch Code of Civil Procedure.

Cellar Agency does not exclude or limit our liability to you in any way where it would be unlawful to do so.

To the maximum extent permitted by the law, the total liability for any claims relating to the Service is limited to the Service Fee payable in connection with the Service.

Cellar Agency is not liable for business losses, indirect losses, financial and business losses, or loss of goodwill or reputation. If you use the Products for any commercial, business or resale purpose, Cellar Agency will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## SECTION 13 - TERMS AND CONDITIONS LENDING

Definitions:

Lender: Designer that agrees to lend out designs via Cellar Agency's

Rental platform

Designs: items provided by the Lender to the rental platform to lend to the customers of the rental platform.

1. 'Lender' lends out the designs to the 'rental platform'
2. 'Lender' remains the owner of the designs
3. 'Rental platform' rents out the designs on behalf of the 'lender' to the 'platforms' customers.
4. 'Rental platform' arranges the following to make sure the rental process goes smoothly:
  - a. Photography (optional)
  - b. Rental price (based on the retail price)
  - c. Delivery & Return
  - d. Customer care
  - e. Dry-cleaning
  - f. Promotion

5. 'Lender' earns revenue based on the following calculations:

Rental price: % of estimated value and number of rental days. On average, 12-30% of similar items' retail price.

Earnings' lender': rental price minus fee minus fixed costs

Fee' rental platform': 25% - calculated over rental price ex. VAT

Fixed costs: €18 (ex VAT)

1. 'Rental platform' remains the right to adjust the rental price and the fixed price based on, but not limited to, market insights, market competition, and agreements with partners in logistics and cleaning.
2. 'Rental platform' charges a one-time 10 euro fee per garment for website photography and administrative purposes.
  - a. If there will be no rental earnings at all, the costs in paragraph 7.0 will be at the expense of the 'rental platform'.
3. In case of any damages:
  - a. 'Rental platform' shall fix damages that can be fixed up to €40-
  - b. In case of damages above €40,- the rental platform will charge the damages to the Renter.
4. In case of any irreparable damages, we ask for the market value of the Renter:
  - i. Market value is a percentage based on the retail value of similar garments, depending on the state and years of the design.
  - b. 'Rental platform' has the right to determine the market value of the design together with the designer.
  - c. 'Rental platform' is never liable for any loss, theft, or damages of garments from the 'lender.'
5. If 'the lender' wishes to quit lending via the 'rental platform', 'lender' needs to inform the 'rental platform' at least one month in advance.

6. 'Lender' receives a monthly overview of the income if there is income. If not, nothing will be sent.
7. Income will be transferred to the bank account given by the Lender.
8. 'Lender' is not guaranteed earnings. The rental platform will do its best to lend as much as possible.