

User Agreement

Introduction

Welcome to ClosetBox. These terms and conditions apply to the services available from the domain of ClosetBox.co.uk. Before you may become a member of ClosetBox, you must read and accept all of the terms and conditions in, and linked to, this User Agreement. We strongly recommend that, as you read this User Agreement, you also access and read any linked information. The User Agreement constitutes a legally binding agreement between you and ClosetBox. Some ClosetBox sites, services and tools may have additional or other terms that we provide to you when you use those sites, services or tools.

Using ClosetBox

You may not use our sites and services if you are under the age of 18 or you are not able to form legally binding contracts, or if your ClosetBox membership has been suspended.

While using ClosetBox, you will not:

- post, list or upload content or items in an inappropriate category or areas on our sites;
- breach any laws, sell any counterfeit items or otherwise infringe the copyright, trade mark or other rights of third parties;
- breach our policies;
- fail to deliver payment for items purchased by you, unless the seller has materially changed the item's description after you buy, a clear typographical error is made, or you cannot authenticate the seller's identity;
- fail to deliver items purchased from you, unless the buyer fails to meet the posted terms, or you cannot authenticate the buyer's identity. All sellers are advised to retain proof of delivery;
- manipulate the price of any item or interfere with other user's listings;
- circumvent or manipulate our fee structure, the billing process, or fees owed to ClosetBox;
- post false, inaccurate, misleading, defamatory, or libellous content (including personal information);
- take any action that may undermine the feedback or ratings systems (such as displaying, importing or exporting feedback information to non-ClosetBox sites or for using it for purposes unrelated to ClosetBox);
- transfer your ClosetBox account (including feedback) and user ID to another party without our consent;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm ClosetBox, or the interests or property of ClosetBox users;
- copy, modify, or distribute rights or content from our sites, services or tools or ClosetBox's copyrights and trademarks; or
- harvest or otherwise collect information about users, including email addresses, without their consent.

We will commence supplying our services to you as soon as you accept this Agreement. Unless you and ClosetBox agree otherwise, you will not be able to cancel this Agreement under the Consumer Protection (Distance Selling) Regulations 2000 (or any equivalent legislation in your jurisdiction) once the supply of the services has commenced.

We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time or to modify or discontinue ClosetBox sites. You agree not to hold ClosetBox responsible for any loss you may incur as a result of ClosetBox taking this action.

Abusing ClosetBox

At ClosetBox we strive to keep our sites and services working properly and the community safe. Please report problems, offensive content and policy breaches to us.

Without limiting other remedies, we may issue you with warnings, limit, suspend, or terminate our service and user accounts, restrict or prohibit access to, and your activities on, our sites (including, without limitation, cancelling offers and removing listings), delay or remove hosted content, remove any special status associated with the account reduce or eliminate any discounts, and take technical and legal steps to keep you off our sites if:

We think that you are creating problems (including, without limitation, by harassing ClosetBox staff or other users or by making unreasonable legal threats against ClosetBox), or exposing us or another ClosetBox user to financial loss or legal liabilities; or think that you are infringing the rights of third parties; or We think that you are acting inconsistently with the letter or spirit of this Agreement or our policies; or despite our reasonable endeavours, we are unable to verify or authenticate any information you provide to us;

You agree not to hold ClosetBox responsible for any loss you may incur as a result of ClosetBox taking any of the actions described above.

No spam

We do not tolerate spam (unsolicited commercial communications). Please set your ClosetBox notification preferences so we communicate to you as you prefer. You may not add other ClosetBox users, even a user who has purchased an item from you, to your mailing list (email or physical mail) without their consent.

You may not use our communication tools to send spam or otherwise send content that would breach our User Agreement. We may automatically scan and manually filter email messages before they are sent via our communication tools for spam, viruses, phishing attacks and other malicious activity or illegal or prohibited content, but we do not permanently store such messages. If you send an email to an email address that is not a registered ClosetBox email address belonging to an ClosetBox member, we do not permanently store that email or use that email address for any marketing purpose. We do not rent or sell these email addresses.

To report spam from other ClosetBox users, please contact ClosetBox Customer Support.

Using information about other ClosetBox users

Our sites and services enable users to share personal and financial information in order to complete transactions. When users are involved in a transaction, they may obtain access to each other's name, user ID, email address, and other contact information, postal information and financial information. We cannot guarantee that other users will respect the privacy or security of your information and therefore we encourage you to evaluate the privacy and security policies of your trading partners before entering into transactions and choosing to share your information with them. Similarly, we ask you to respect other users' privacy and disclose your privacy and security policies to them. By law, you must give other users a chance to remove themselves from your database and a chance to review the information you have collected about them.

You agree to use user information only in accordance with applicable laws and regulations (including, without limitation, data protection laws) and only for:

ClosetBox-transaction-related purposes that are not unsolicited commercial communications using services offered through ClosetBox; and other purposes a user expressly agrees to.

Fees

Joining ClosetBox and buying or making an offer on listed items is free. We do charge fees for using other services, such as listing items. When you list an item or use a service that has a fee you have an opportunity to review and accept the fees that you will be charged based on our Fees policy, which we may change from time to time. Changes to that Policy are effective after we provide you with at least fourteen days' notice of them by email, by posting the changes on the ClosetBox site. We may choose to temporarily change the fees for our services for promotional events (for example, free listing days) or new services, and such changes are effective when we post the temporary promotional event or new service on the sites.

Unless otherwise stated, all fees are quoted in GB pounds sterling. You are responsible for paying all fees and applicable taxes associated with using our sites and services in a timely manner with a valid payment method. If your payment method fails or your account is overdue, we may suspend your account (other action may include retaining debt collection agencies and legal counsel, for accounts over 90 days overdue) You agree that we may issue you with invoices in electronic format by email.

When you list an item on ClosetBox you are charged:

- a) a flat listing fee of £0.50
- b) a transaction fee of 7% on the final selling price of the item

We welcome your feedback comments@closetbox.co.uk

Many Thanks the ClosetBox team!



Content Licence

When you give us content, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) right to exercise any and all copyright, publicity, trade marks, database rights and intellectual property rights you have in the content, in any media known now or in the future. In addition, you waive all moral rights you have in the content to the fullest extent permitted by law.

While we try to offer reliable data, we cannot promise that the catalogues will always be accurate and up-to-date, and you agree that you will not hold our catalogue providers or us responsible for inaccuracies in their catalogues. If you choose to include catalogue content in your listings, you continue to be responsible for ensuring that your listings are accurate, do not include misleading information and fully comply with this User Agreement and all ClosetBox policies. The catalogue may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary or identification markings included within the catalogues or create any derivative works based on catalogue content (other than by including them in your listings).

Liability

You will not hold ClosetBox responsible for any loss you may incur as a result of ClosetBox taking any of the actions described in the Abusing ClosetBox section above nor for other users' actions or inactions, including, without limitation, things they post, items they list or their destruction of allegedly fake items. You acknowledge that we are not a traditional market place. Instead, our sites are venues to allow anyone to sell and buy clothes and accessories, at anytime, from anywhere, in a variety of pricing formats, fixed price formats and make an offer style formats. At no point do we have possession of anything listed or sold through ClosetBox.

We do not review users' listings or content and are not involved in the actual transaction between buyers and sellers. While we may help facilitate the resolution of disputes, we have no control over and do not guarantee the quality, safety or legality of items advertised, the truth or accuracy of listings, the truth or accuracy of feedback or other content posted by users on our sites, the ability of sellers to sell items, the ability of buyers to pay for items, or that a buyer or seller will actually complete a transaction or return an item.

Please do not assume that the offer, sale, purchase, export or import of any item is valid and legal simply because it is listed on our site.

You accept sole responsibility for the legality of your actions under laws applying to you and the legality of any items you list on any of our sites.

Although we use techniques that aim to verify the accuracy and truth of the information provided by our users, user verification on the internet is difficult. ClosetBox cannot and does not confirm, and is not responsible for ensuring, the accuracy or truthfulness of users' purported identities or the validity of the information which they provide to us or post on our sites.

We cannot guarantee continuous or secure access to our services, and operation of our sites may be interfered with by numerous factors outside of our control. While we will use our reasonable endeavours to maintain an uninterrupted service, we cannot guarantee this and we do not give any promises or warranties (whether express or implied) about the availability of our services.

We (including our officers, directors, agents and employees) shall not be liable to you in contract, tort (including negligence) or otherwise for any business losses, such as loss of data, profits, revenue, business, opportunity, goodwill, reputation or business interruption or for any losses which are not reasonably foreseeable by us arising, directly or indirectly, out of your use of or your inability to use of our sites and services.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total fees (under ClosetBox Fees and Services) you paid to us in the 12 months prior to the action giving rise to the liability, and (b) £50.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

We welcome your feedback comments@closetbox.co.uk

Many Thanks the ClosetBox team!



Nothing in this Agreement shall limit or exclude our liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees or for any other liability that cannot be limited or excluded by law.

Release

If you have a dispute with one or more users, you release us (and our officers, directors, agents and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

Access and interference

Much of the information on our sites is updated on a real-time basis and is proprietary or is licensed to ClosetBox by our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access our sites for any purpose without our express hand-written permission.

Additionally, you agree that you will not:

- take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for Your Information) from our sites without the prior expressed written permission of ClosetBox and the appropriate third party, as applicable;
- interfere or attempt to interfere with the proper working of our sites or any activities conducted on or with our sites; or
- bypass any measures we may use to prevent or restrict access to our sites.

Privacy

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We use your information only as described in the ClosetBox Privacy Policy.

Compensation

You agree that you will only use our sites and services in accordance with this Agreement.

You will compensate us in full (and our officers, directors, agents and employees) for any losses or costs, including reasonable legal fees, we incur arising out of any breach by you of this Agreement or your violation of any law or the rights of a third party.

No agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

Notices

Except as explicitly stated otherwise, legal notices shall be served by registered mail to ClosetBox c/o Peachey & Co, 95 Aldwych, London, WC2B 4JF (ref ClosetBox). We shall send notices to you by email to the email address you provide to ClosetBox during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by registered mail to the address provided during the registration process. Notices sent to either party by registered mail shall be deemed to have been received by that party three days after the date of mailing.

We welcome your feedback comments@closetbox.co.uk

Many Thanks the ClosetBox team!



Third party rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this User Agreement but this does not affect any right or remedy of a third party specified in this Agreement or which exists or is available apart from that Act.

Resolution of disputes

If a dispute arises between you and ClosetBox, we strongly encourage you to first contact us directly to seek a resolution by contacting ClosetBox Customer Support. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. Any claim, dispute or matter arising under or in connection with this Agreement shall be governed and construed in all respects by the laws of England and Wales. You and ClosetBox both agree to submit to the non-exclusive jurisdiction of the English Courts.

In simple terms, “non-exclusive jurisdiction of the English courts” means that if you were able to bring a claim arising from or in connection with this Agreement against us in Court, an acceptable court would be a court located in England, but you may also elect to bring a claim in the court of another country instead. English law will apply in all cases.

General

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.

In our sole discretion, we may transfer our rights and obligations (also known as “assign”) under this Agreement in accordance with the Notices Section (but without your prior express consent), provided that we assign the Agreement on the same terms or terms that are no less advantageous to you.

Section headings are for reference purposes only and do not limit the scope or extent of such section.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

We may amend this Agreement at any time by email or by posting the amended terms on this site. Except as stated elsewhere, all amended terms shall automatically be effective 14 (see fee’s section) days after they are initially posted. This Agreement may not be otherwise amended except in writing hand signed by you and us. For the purposes of this provision, “in writing” does not include an email message and “hand signed” does not include an electronic signature.

This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

If you have any questions about this User Agreement, please contact ClosetBox Customer Support.

We welcome your feedback comments@closetbox.co.uk

Many Thanks the ClosetBox team!

