

Terms and Conditions

Agreement between User and www.saretadesigns.com

Welcome to www.saretadesigns.com. The www.saretadesigns.com website (the "Site") is comprised of various web pages operated by Sareta Designs LLC. www.saretadesigns.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.saretadesigns.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference. The Privacy Policy is incorporated into these Terms by reference.

www.saretadesigns.com is an E-Commerce Site.

This website will provide goods and services. These include clothing, home goods, bags, vintage kimonos, and commissions. Additionally, information on the care and process of said goods and services are available on this website. Any specific terms related to commissions or purchases may be subject to additional terms in a separate contract, and the terms within such separate agreements shall guide.

Electronic Communications

Visiting www.saretadesigns.com or sending emails to Sareta Designs LLC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing. For additional information on how your data may be collected, stored, or used, please see the Privacy Policy.

Children Under Thirteen

Sareta Designs LLC does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.saretadesigns.com only with permission of a parent or guardian. Sareta Designs LLC may request proof of age and proof of consent from parents or guardians for the limited purpose of complying with applicable legal requirements related to minor children's data privacy laws and regulations.

Refund Policy

It's important that you are happy with your purchase. If you are not satisfied with your purchase, please contact Sareta Designs LLC within 5 days of receiving your package. Items must be returned in unused/unworn condition within 14 days of receipt for full refund. Due to being a small business, Sareta Designs LLC will not be able to pay for return shipping. When shipping your return, please ensure that a tracking number is included. Sareta Designs LLC is not responsible for lost or stolen returned packages that do not have tracking number.

Please make sure you double check measurements and read all product details before purchasing. To qualify for a refund, the returned items must be unused/unworn and in a resellable condition. Once the returned items are inspected and approved, Sareta Designs LLC will refund the purchase amount minus return shipping costs within 14 days. If the order is not approved, you will be contacted with the option to have the returned item shipped back to you. You will be responsible for the shipping cost.

Links to Third Party Sites/Third Party Services

www.saretadesigns.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Sareta Designs LLC and Sareta Designs LLC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any

changes or updates to a Linked Site. Sareta Designs LLC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Sareta Designs LLC of the site or any association with its operators. Any third party sites are subject to their own terms and conditions regarding all items, namely data privacy, collection, and storage.

Certain services made available via www.saretadesigns.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.saretadesigns.com domain, you hereby acknowledge and consent that Sareta Designs LLC may share such information and data with any third party with whom Sareta Designs LLC has a contractual relationship to provide the requested product, service or functionality on behalf of www.saretadesigns.com users and customers.

Should there be any affiliations or sponsorships hosted on the Websites owned and operated by Sareta Designs LLC, then such affiliation or sponsorship will be expressly disclosed in a conspicuous manner to inform you, the user, for any potential financial or benefit that Sareta Designs LLC may receive related to relevant affiliation or sponsorship.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable license to access and use www.saretadesigns.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Sareta Designs LLC that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Sareta Designs LLC or its suppliers and protected by

copyright, trademark, and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright, trademark, and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Sareta Designs LLC content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Sareta Designs LLC and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Sareta Designs LLC or our licensors except as expressly authorized by these Terms.

DMCA Policy

Sareta Designs LLC represents and warrants that the content shared on its website(s) and materials sold to users constitutes its own property (tangible and intangible). If you feel that any of the photographs, logos, text, graphics, or other forms of content located on the Website ("Website Content") infringe on your intellectual property rights such as copyrights or trademarks, then you can provide a notice to the email: sareta.designs@gmail.com. Please add DMCA NOTICE in the subject line.

For a proper take down request, please provide the following information:

1. Name and Contact Information for you
2. Name of the Copyright Holder (either you, your business, or the principal you represent)
3. Location of the unauthorized material located on saretadesigns.com (please provide a link to the content)

4. Please describe the unauthorized material in detail so it may be identified.
5. Location where your original work may be located (please provide a link if possible).
6. You must also include the following statements:
 - a. I have a good faith belief that the use of the copyrighted materials, as described above, is not authorized by the copyright owner, its agent, or the law.
 - b. I have a good faith belief that the use of the copyrighted materials, as described above, does not fall under the doctrine of fair use.
 - c. I swear, under penalty of perjury, that the information I've provided in this notification is accurate and that I am either (1) the copyright owner, or (2) an agent acting on the behalf of the owner of an exclusive right that is allegedly infringed.
 - d. I acknowledge that a copy of this infringement notice and any correspondence related to it, including any contact information provided above, will be forwarded to the user who uploaded the content at issue.

Please note that we may request proof of ownership for the claimed material, and failure to provide adequate proof of ownership may result in denying your request to takedown the related content. We will take down the Website Content after receiving a proper request as we determine whether we believe the Website Content infringes your intellectual property rights. If we make the decision that the Website Content does not infringe on your rights or if you fail to provide proper ownership documentation, then we reserve the right to reupload the Website Content and notify you of our decision. If you disagree with that decision, then you may notify us and govern yourself accordingly.

International Users

The Service is controlled, operated and administered by Sareta Designs LLC from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Sareta Designs LLC Content accessed through www.saretadesigns.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Sareta Designs LLC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Sareta Designs LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Sareta Designs LLC in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The

parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Sareta Designs LLC agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. SARETA DESIGNS LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

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INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. SARETA DESIGNS LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SARETA DESIGNS LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SARETA DESIGNS LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

Sareta Designs LLC reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of New Jersey and related federal laws and regulations within the United States, and you hereby consent to the exclusive jurisdiction and venue of courts in New Jersey in all

disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Sareta Designs LLC as a result of this agreement or use of the Site. Sareta Designs LLC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Sareta Designs LLC's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Sareta Designs LLC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Sareta Designs LLC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Sareta Designs LLC with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Sareta Designs LLC reserves the right, in its sole discretion, to change the Terms under which www.saretadesigns.com is offered. The most current version of the Terms will supersede all previous versions. Sareta Designs LLC encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Sareta Designs LLC welcomes your questions or comments regarding the Terms:

Sareta Designs LLC

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Warren, New Jersey 07059

Email Address:

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Telephone number:

9083400460

Effective as of January 17, 2023