

Terms of Service

BEFORE YOU USE THE SERVICE SUBJECT TO THESE TERMS OF SERVICE (THE "AGREEMENT"), PLEASE READ THIS DOCUMENT CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN YEEZY LAB ("OUR", "US", "WE", THE "COMPANY" OR "YEEZY LAB"), AND YOU ("YOU", "YOUR" OR "YOURSELF") WHICH GOVERNS YOUR USE OF OUR INTERNET-BASED SNEAKER CART SERVICE. YOUR USE OF THE SERVICE (AS DEFINED BELOW) IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. BY USING THE SERVICES IN ANY MANNER (AS APPLICABLE) (I) YOU OR THE ENTITY THAT YOU REPRESENT ("YOU", "YOUR", OR "CUSTOMER") AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY AND A PARTY TO THESE TERMS OF SERVICE (TOGETHER WITH ANY ADDITIONAL TERMS ON SUCH ORDER FORM, THE "AGREEMENT") TO THE EXCLUSION OF ALL OTHER TERMS, AND (II) YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND CUSTOMER.

1. YEEZY LAB Service A. You are granted a nonexclusive right during the Term (as defined below) to use the YEEZY LAB Service (the "Service") subject to the terms, conditions and restrictions set forth in this Agreement and any other restrictions stipulated to you by us in writing.

B. You agree to pay for the Service in accordance with our service fees, as further set forth on the site.

C. YEEZY LAB uses a 3rd party service named Stripe to store a protected copy of credit card numbers of your users. This billing data belongs to you (and your customers) and by utilizing the Service, you grant YEEZY LAB a license to use this data for the purposes of fulfilling our Service obligations to you and YEEZY LAB shall otherwise use commercially reasonable efforts to keep such information confidential and secure in accordance with general industry standards. YEEZY LAB has and will continue to use PCI compliant processing provided by Stripe.

D. Following any termination or expiration of this Agreement or your YEEZY LAB membership, YEEZY LAB will retain a copy of your billing data for a period of thirty (30) days. You acknowledge and agree that (i) you are solely responsible for exporting a copy of your billing data prior to any such termination or expiration, and (ii) if you require access to such data following any such termination or expiration, you may be required to pay professional service fees to YEEZY LAB to retrieve such data.

2. Term and Termination The term of this Agreement (the "Term") shall commence as of the date you first register for, access or use of the Service, and shall continue until terminated as set forth below. You may terminate this Agreement at any time by notifying YEEZY LAB that you wish to terminate your membership. YEEZY LAB may terminate this Agreement at any time, for any reason or no reason (including, without limitation, for your breach of this Agreement, violation of applicable law, or violation of card association rules or regulations). Upon any termination of this Agreement, any amounts owed to YEEZY LAB which accrued prior to such termination will become immediately due and payable.

3. Modifications to Agreement or Service YEEZY LAB reserves the right to amend or modify this Agreement at any time, but if we do, we will bring it to your attention by placing a notice on the Service, by sending you an email and/or by some other means. If you don't agree with the amended or modified Agreement, you are free to reject it; but you will no longer be able to use the Services. If you use the Services in any way after a change to this Agreement is effective, that means you agree to all of the

changes. Except for changes to this Agreement made by YEEZY LAB in accordance with this section, no other amendment or modification of this Agreement will be effective unless in writing and signed by both you and YEEZY LAB.

YEEZY LAB may change, suspend, or discontinue all or any part of the Service at any time, with or without reason (including, without limitation, for any nonpayment of any fees due hereunder). You acknowledge that the operation of the Service may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors and YEEZY LAB shall not be responsible to you or others for any such interruptions, errors or problems or an outright discontinuance of the Service.

4. Service Implementation, Registration and Payment Terms. A. YEEZY LAB will submit your payment information to the Stripe gateway and will charge you a fee based on the membership fee. Monthly charges for the Service will be at the rates set forth by Service type and agreed upon by you in the Registration process. Such charges may be modified by YEEZY LAB upon thirty (30) days prior written notice. Payments reflecting charges for the prior month's use of the Service will be billed by YEEZY LAB and deducted from your authorized credit card promptly on the agreed date of each calendar month. Prices established in this Agreement, and in any schedule, exhibit or related agreement hereto, are inclusive of taxes and other fees which may be imposed on YEEZY LAB or you for the provision or use of the Service. You will be responsible for such taxes and other fees. All fees associated with your chosen payment gateway are also separate and not included in YEEZY LAB's fees. Without limiting any remedy available to YEEZY LAB, if you fail to pay any fees due hereunder, YEEZY LAB may terminate your access to the Service.

B. YEEZY LAB is not liable for any losses relating to chargebacks, fraudulent charges, or other actions by you or your customers that are deceptive, fraudulent or otherwise invalid ("Fraudulent Actions"). By using the Service, you hereby release YEEZY LAB from any liability arising from Fraudulent Actions. You will also use best efforts to promptly notify YEEZY LAB of any Fraudulent Actions which may affect the Service. YEEZY LAB reserves the right, in its sole discretion, to terminate your account if you engage in, or permit any other user or customer to engage in, Fraudulent Actions.

5. Service Use and Limitations. We will make reasonable efforts to keep the complete Service operational 24 hours a day/7 days a week, except for: (i) planned downtime of certain services (of which we will use reasonable efforts to provide at least 72 hours prior notice); or (ii) any unavailability caused by circumstances beyond our control, including but not limited to, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems or Internet service provider failures or delays.

6. Third Party Products & Services (Stripe - <https://stripe.com/uk/terms>) The Service may provide you with access to, be integrated with, or contain links or references to, products, services, data, information, sites or other materials which are provided or operated by third parties (collectively, "Third Party Products or Services"). Third Party Products are not under YEEZY LAB's control, and you acknowledge that YEEZY LAB is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such Third Party Products. You shall comply with all Third Party Terms, and shall indemnify and hold YEEZY LAB harmless from all damages, costs, settlements, attorneys' fees and expenses arising from or related to your breach of any Third Party Terms. Any provision by YEEZY LAB of Third Party Products, and any exchange of data between you and any third-party provider of a Third Party Product, is solely between you and the applicable third-party provider.

7. Proprietary Rights A. The Service contains content and technology of YEEZY LAB that is protected by copyright, trademark, patent, trade secret and other laws. As between the parties, YEEZY LAB owns all intellectual property and other proprietary rights to the Service, including but not limited to the design, artwork, logos, functionality, and documentation relating thereto (collectively, the "YEEZY LAB Property"). You may not: (i) copy, modify, or reverse engineer any part of the Service or any YEEZY LAB Property (except to the extent such restriction is prohibited by applicable law); (ii) rent, sell, lease, distribute, provide on a service bureau basis, or otherwise use the Service for the benefit of any third party; or (iii) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof. The names, logos or trademarks of any third party companies and products mentioned on the Service (including, without limitation, YEEZY LAB Partners and Partner Sites) may be the trademarks of their respective owners.

B. Subject to the terms and conditions hereof, YEEZY LAB hereby grants you a limited, revocable, non-sublicensable license to display the YEEZY LAB Property (excluding any software code) solely for personal, non-commercial use in connection with viewing the Service or other uses which are expressly permitted by YEEZY LAB in writing. Notwithstanding such permitted uses and license, you acknowledge that all derivative designs and artwork which utilize the Service's logo or other FOGLEDM Property are the sole property of YEEZY LAB. No other rights are granted to you with respect to the YEEZY LAB Property other than those rights granted explicitly herein.

C. Any text, images, or other audiovisual information posted on the Service by a user (collectively, "User Content") shall belong to the user that posted such User Content. You may use any User Content posted by you in any other way without restriction. You may only use User Content posted by others in the ways described in this Agreement.

D. YEEZY LAB reserves the right to remove any content (including, without limitation, User Content) from the service, at its sole discretion.

E. YEEZY LAB respects the intellectual property of others. It may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who repeatedly infringe others' rights. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide the following information to YEEZY LAB's copyright agent:

an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; a description of the copyrighted work or other intellectual property that you claim has been infringed; description of where the material that you claim is infringing is located on the site; your address, telephone number, and email address; a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the copyright or intellectual property owner's behalf. YEEZY LAB's agent for notice of claims of copyright or other intellectual property infringement can be reached as follows: general@yzylab.com

8. Disclaimer of Warranties YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

YEEZY LAB AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

YEEZY LAB MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (II) THAT YOUR ACCESS TO OR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, (III) THAT ANY DEFECTS IN THE SERVICE WILL BE CORRECTED, OR (IV) THAT THE SERVICE OR ANY SERVER THROUGH WHICH YOU ACCESS THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU UNDERSTAND THAT IN USING THE SERVICE, SENSITIVE INFORMATION WILL TRAVEL THROUGH THIRD PARTY INFRASTRUCTURES WHICH ARE NOT UNDER YEEZY LAB'S CONTROL (SUCH AS A THIRD PARTY SERVERS). YEEZY LAB MAKES NO WARRANTY WITH RESPECT TO THE SECURITY OF SUCH THIRD PARTY INFRASTRUCTURES.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YEEZY LAB OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

9. Limitation of Liability EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS OF THE PARTIES SET OUT HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY ON ACCOUNT OF ANY CLAIM (WHETHER BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, THE FAILURE OF ANY LIMITED REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE) FOR (I) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY AMOUNTS IN EXCESS (IN THE AGGREGATE) OF THE FEES PAID (OR PAYABLE) BY YOU UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Privacy Our collection of information from you, if any, is subject to our Privacy Policy. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information.

11. Miscellaneous This Agreement (including the Privacy Policy) constitutes the entire agreement between you and YEEZY LAB and supersedes any and all previous agreements, written or oral, between you and YEEZY LAB, including previous versions of this Agreement. YEEZY LAB may assign these Terms of

Service in whole or part at any time. Any notice required or permitted in this Agreement shall be sent via email (and shall be deemed to have been duly given upon receipt), (i) if to Company, at general@yzylab.com or (ii) if to you, at the email address that you provide when registering your account. Either party may update its email address for notice purposes via a notice delivered in accordance with this paragraph. Neither party may assign or transfer its rights or obligations under this Agreement without the other party's prior written consent; provided that either party may assign or transfer all of its rights and obligations under this Agreement without such consent to a successor-in-interest to all or substantially all of such party's assets, business or equity interests relating to this Agreement (whether effected by merger, acquisition, sale of assets, change of control, or otherwise). YEEZY LAB may subcontract its obligations hereunder (provided that YEEZY LAB shall at all times remain fully responsible for the performance of any subcontractor). This Agreement and the relationship between you and YEEZY LAB shall be governed by the laws of the United Kingdom without regard to its conflict of law provisions. You and YEEZY LAB agree to submit to the personal and exclusive jurisdiction of the courts located within the United Kingdom. The provisions of this Agreement are intended for the benefit of, and are enforceable solely by, the parties hereto, and nothing in this Agreement shall be construed as giving any other person any right, remedy or claim under or in respect of this Agreement or any provision hereof. The parties shall be independent contractors under this Agreement, and nothing herein shall constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Any failure of YEEZY LAB to enforce or exercise a right provided in these terms is not a waiver of that right. Should any provision of these terms be found invalid or unenforceable, such provision shall be limited or deleted to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. You and YEEZY LAB both agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, Agreement or Privacy Policy must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

Cookies

What Are Cookies

As is common practice with almost all professional websites this site uses cookies, which are tiny files that are downloaded to your computer, to improve your experience. This page describes what information they gather, how we use it and why we sometimes need to store these cookies. We will also share how you can prevent these cookies from being stored however this may downgrade or 'break' certain elements of the sites functionality.

For more general information on cookies see the Wikipedia article on [HTTP Cookies](#)...

How We Use Cookies

We use cookies for a variety of reasons detailed below. Unfortunately in most cases there are no industry standard options for disabling cookies without completely disabling the functionality and features they add to this site. It is recommended that you leave on all cookies if you are not sure whether you need them or not in case they are used to provide a service that you use.

Disabling Cookies

You can prevent the setting of cookies by adjusting the settings on your browser (see your browser Help for how to do this). Be aware that disabling cookies will affect the functionality of this and many other websites that you visit. Disabling cookies will usually result in also disabling certain functionality and features of the this site. Therefore it is recommended that you do not disable cookies.

The Cookies We Set

This site offers e-commerce or payment facilities and some cookies are essential to ensure that your order is remembered between pages so that we can process it properly.

When you submit data to through a form such as those found on contact pages or comment forms cookies may be set to remember your user details for future correspondence.

Third Party Cookies

In some special cases we also use cookies provided by trusted third parties. The following section details which third party cookies you might encounter through this site.

This site uses Google Analytics which is one of the most widespread and trusted analytics solution on the web for helping us to understand how you use the site and ways that we can improve your experience. These cookies may track things such as how long you spend on the site and the pages that you visit so we can continue to produce engaging content.

For more information on Google Analytics cookies, see the official Google Analytics page.

Third party analytics are used to track and measure usage of this site so that we can continue to produce engaging content. These cookies may track things such as how long you spend on the site or pages you visit which helps us to understand how we can improve the site for you.

From time to time we test new features and make subtle changes to the way that the site is delivered. When we are still testing new features these cookies may be used to ensure that you receive a consistent experience whilst on the site whilst ensuring we understand which optimisations our users appreciate the most.

We use adverts to offset the costs of running this site and provide funding for further development. The behavioural advertising cookies used by this site are designed to ensure that we provide you with the most relevant adverts where possible by anonymously tracking your interests and presenting similar things that may be of interest.

Several partners advertise on our behalf and affiliate tracking cookies simply allow us to see if our customers have come to the site through one of our partner sites so that we can credit them appropriately and where applicable allow our affiliate partners to provide any bonus that they may provide you for making a purchase.