

Carousel

Carousel Bags Terms of Service

Updated Effective: 4/12/2018

Acceptance of Terms of Service

Carousel Bags (“we”, “our”, “us”) provides this Website (“Site”) located at www.carouselbags.com for your use, including product subscription and sales services (together with the Site and all content and information provided therein, the “Services”), subject to these Terms of Service (“Terms”) and all applicable laws and regulations. Please read these Terms carefully. By accessing the Site or using any of the Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms and any modifications made to them from time to time. We reserve the right to revise these Terms, so please check back periodically for changes. Your continued use of the Site following the posting of any changes to these Terms constitutes your acceptance of those changes. All changes are effective immediately when posted and apply to use of the Site thereafter. To the extent you access the Services through a mobile or wireless device, your carrier’s standard data rates and charges/fees may apply.

Information About the Services

A. Goal of Services

The goal of our Services is to give you access to purchase (on a subscription basis) our collection of luxury handbags made by many of the world’s finest independent designers and emerging brands.

B. Eligibility Requirement

Only individuals with shipping addresses in the contiguous United States (i.e. – the 48 adjoining U.S. states plus Washington D.C.) and individuals over 18 years of age may become members and use our Services. By agreeing to these Terms, you represent that you meet these eligibility requirements.

C. Privacy Policy

Our Privacy Policy can be found at www.carouselbags.com.

Sale of Products

This Section contains the terms and conditions that apply to your purchase of any of our products.

A. Your Account

Access to parts of the Services requires the creation of a user account, including a user name and password that you choose upon registration. During registration you are required to give truthful contact and demographic information. We use this information to contact you about

the products and Services on the Site and to provide notifications regarding your subscription and deliveries. You are solely responsible and liable for any authorized or unauthorized access to your account by any person. You agree to bear all responsibility for the confidentiality of your account information and all use or charges incurred from use of the Services with your account. You agree to notify us promptly at hello@carouselbags.com of any unauthorized use of your account or password.

B. Payment Method

By choosing a payment method, you represent that you are 18 years of age or older and are authorized to use the chosen payment method for the purpose of purchasing the products. If you do not pay the amounts you owe to us when due, then we will institute collection procedures. You agree to pay our costs of collection, including without limitation reasonable attorneys' fees. You hereby authorize us or our third-party payment processor to charge you via your chosen payment method for the applicable Subscription Fee on a monthly or recurring pre-pay basis until you cancel. If your payment does not clear during a specific term, you will have 7 days to update your billing information and remain an active member. During this 7-day period, you will still have access to any outstanding rentals, but you will not be issued a new rental handbag until your monthly payment has cleared. You can update your billing information through your member profile on the Site. If your payment clears within the 7-day period, your subscription will remain active.

C. Communications

You consent to receive communications from us, including email, text messages, calls, and push notifications, for the purposes of notifying you about the status of your order, sending you reminders, verifying order details, facilitating personal authentication, and providing or requesting other information. We may contact you by telephone calls or text messages at any of the telephone numbers provided by you. Standard message and data rates charged by your mobile carrier may apply to these communications. You may opt out of receiving text messages by replying "STOP" to a text message you receive from us or by emailing hello@carouselbags.com. You acknowledge that by opting out of receiving text communications or other communications you may miss information that could affect your use of our Services.

D. Delivery

Delivery charges will be paid by us and your products will be shipped by our shipping partners. Our shipping partner may change from time to time, but most packages will be delivered by the US Postal Service. The shipping method used will be at our discretion. The products we send to you will be new. Upon delivery, you agree to bear responsibility for the product. If an unsecure shipping address is provided, we do not bear liability for packages left unattended. You acknowledge that providing anything other than a secure shipping address may result in (a) delivery delays for which we will not be liable, or (b) product loss or damage for which you will be held responsible.

E. Subscription Fee

The subscription fee ("Subscription Fee") is \$29 per month. By becoming a member, you authorize us to charge you, via your chosen payment method, a monthly recurring charge of

\$29. You have the right to increase your Subscription Fee or make a one-time lump sum payment in order to purchase the handbags more quickly. If you would like to increase your Subscription Fee or make a one-time lump sum payment, please contact us at hello@carouselbags.com. By becoming a member and accepting these Terms, you authorize us to charge the revised Subscription Fee or lump sum payment upon your request. Additionally, you authorize us to charge the remaining balance (i.e. – retail value minus your accrued credits) of any product that is not fully paid at the time of cancellation. The Subscription Fee includes delivery fees (i.e. – we will pay for delivery fees). The Subscription Fee excludes all federal, state, and local taxes, fees, customs, duties, and levies, all of which shall be paid by you directly as applicable, or, if paid by us (as will occur if your delivery address is in the state of Indiana), shall be paid by you to us in connection with your subscription, purchase, or use of Services. The Subscription Fee may change from time to time, but it will not change without at least 30 days advance notice to you. Subscription Fees are not refundable.

F. Subscription

By becoming a member, you will be entitled to purchase any handbag from our collection on a subscription basis, subject to availability. Subject to your compliance with these Terms and your payment of the Subscription Fee, you may purchase one handbag at a time. You are eligible to receive your next bag upon completing the purchase of your current bag. Your current bag will be considered fully purchased once your subscription credits equal the retail value of the bag you selected. As an example, a \$29/month Subscription fee equals an approximate \$.95 daily credit towards the purchase of your handbag. Therefore, a handbag with a \$170 retail value would be considered fully purchased after approximately 180 days of membership (or approximately 6 months). Once your current bag is fully purchased, you can notify us that you are ready for your next bag by accessing your rotation on the Site. Upon receiving your selection, we will ship your next bag. Your Subscription will automatically renew each month and you will be billed monthly at the then current fee to your payment method on file. You may request a cancellation of your Subscription through the Site, but we must receive any remaining balance on your bag that is owed prior to completing the cancellation. Please contact us at hello@carouselbags.com if you have any questions about the balance remaining on your bag. Subject to your compliance with these Terms, we grant to you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your personal, non-commercial purposes.

G. Minimum Commitment

We do not impose any minimum commitment or term. You may request cancellation of your Subscription at any time, subject to the terms of sections F and H.

H. Returns

If you do not like your handbag, then you can return it for free within three days of receiving the delivery. Please email us at hello@carouselbags.com to notify us of your intent to return the product and we will email a return label. The product should be placed in the protective duster bag that came with the handbag and returned in the same box that it arrived in by utilizing the return label that we email to you. The package may be returned via any US Postal Service outlet, including your mailbox if the package will fit without damaging the package or handbag. The protective duster bag is not yours to keep in the event of a return. If you fail to return the duster bag with the handbag, we reserve the right to charge you \$30. The handbag must be returned in brand new condition. We cannot accept returns if the

handbag has been used. If the handbag has been used, we will return the handbag to you. In this case, you can continue to purchase the handbag with your monthly subscription credits or you can purchase the handbag with one lump sum payment. In either case, the handbag is yours to keep. Once we have received the returned handbag in brand new condition, you may select an alternative handbag which we will mail to you per our normal Terms. We are not responsible for any personal or other items left in a returned handbag or which are returned in the return packaging. If you believe you have accidentally or otherwise sent us any such items, please contact us as soon as possible at hello@carouselbags.com. Our staff may assist in attempting to locate such items at a customer's request, but we assume no liability for doing so.

I. Sales of Bags

Only members may purchase new handbags. Your monthly Subscription Fee will be credited towards the purchase of the product. Once the credits from your monthly Subscription Fee equal the retail price of the handbag (based on the amount of subscription fees you have paid during the time you have had the handbag in your possession), then you are eligible to select another handbag. In some cases, a product may be mailed directly from the designer to expedite delivery. The designer may have delivery methods, timing, options, and Terms that differ from ours, but all our designers will use their best efforts to deliver your newly purchased handbag as quickly as possible. You acknowledge that we will share your information, including shipping address, so they may complete the transaction. The purchase price excludes all federal state and local taxes, customs, duties, levies, and other governmental assessments, all of which shall be paid by you directly or, if paid by us (which will occur for purchases made with an Indiana delivery address) shall be paid by you to us in connection with your purchase order. All purchases are final and cannot be cancelled, except for as outlined in sections F and H of these Terms. We reserve the right to alter pricing, discounts, or availability of any product at any time.

J. Cancellation of Subscription

You may request a cancellation of your Subscription through the Site, but we must receive any remaining balance on your bag that is owed prior to completing the cancellation. Please contact us at hello@carouselbags.com if you have any questions about the remaining balance on your handbag. If you do not pay the remaining balance on your handbag, your Subscription will automatically renew on a monthly recurring basis. You expressly authorize us to collect the applicable Subscription Fee and any taxes using the payment method on record for you in connection with any auto-renewal and acknowledge that you will not be entitled to any refund of Subscription fees. Subscription Fees are pre-paid for the month and are not refunded on a pro-rated basis if the Subscription is cancelled prior to the end of the 30-day period.

Legal Notices

A. Termination by Carousel

Any violation of these Terms, as determined by us in our sole discretion, may result in suspension or termination of your access to the Services or termination of your account. In each of these cases, the Terms will terminate including your license to use the Services, except that the Terms regarding returns, collections, failure to pay fees, your acknowledgements and authorizations, mandatory arbitration consent, and class action waiver provisions will continue to apply.

B. Content

All content and information available on this Site and through the Services, including but not limited to designer and product descriptions, specifications, and photos, is available to you on an “as is” basis and is to be used for general information purposes only. Such information is provided on a blind-basis, without any knowledge of your identity or specific circumstances. The content does not constitute professional advice or services. As such, you agree not to rely upon or use any content as a substitute for consultation with professional advisors. We may update the content as we deem appropriate and without notice to you. The content may contain links or references to third party websites, products, services, materials, or content (“Third Party Content”). It is provided to you as a convenience and we are not responsible for Third Party Content or the actions of those that provide or use it. Any Third-Party Content is independent from us, and we have no control over it. Any link or mention of Third Party Content does not imply that we endorse, approve, or accept any responsibility for the Third-Party Content or its provider, or vice versa. No part of the Services, including any content, may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording, unless we authorize you to do so. You may not use the Services or the content to transmit any content which we consider in our own discretion to be unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, hateful, or threatening. You agree that you will not (and will not attempt or permit any third party to) reverse engineer, decompile, disassemble, translate, derive the source code for, interfere with, rent, sell, or lease the Services, any part thereof or access thereto. If you post, upload, or make available to us or otherwise submit to or through us as part of your use of the Services, including the Site or social media channels, any information, data, text, images, files, links, software, chat, communication, or other materials, including but not limited to photos and reviews relating to your use of the Site or products, you hereby grant to us a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable, and transferable (in whole or part) worldwide license to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, and perform the content in all media formats and distribution methods now known or hereafter devised without further notice to you. There may be delays, omissions, or inaccuracies in the Services or content. The Service may become unavailable due to maintenance or malfunction of computer equipment or other reasons. The Services and content, including all intellectual property rights in and to the Services, are our property and are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions, and other intellectual property laws. If you believe any of our content infringes on your copyright, please contact us at hello@carouselbags.com.

C. Limits

You acknowledge and agree that we may place limits on the rental or purchase of products, including but not limited to our right to limit, cancel, or prohibit any rentals or sales of products for any reason in our sole discretion.

D. Indemnification, Limitation of Liability, and Dispute Resolution

By using the Services, you agree to indemnify, hold harmless, and defend Carousel and its officers, directors, agents, and affiliates from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to attorneys' fees, resulting directly or indirectly from a claim by a third party that is based on your use of the Services in violation of these terms. The Services and products are provided "as is" without any express or implied warranties, including without limitation the warranties of merchantability or quality or fitness for a particular use. Under no circumstances will we be liable for any damages of any kind, including without limitation direct, indirect, incidental, special, consequential, exemplary, multiple, or other damages arising out or in connection with the use of, or the inability to use, the Services and/or products. Your sole remedy is to discontinue your use of the Services. You and we both agree that in the event of any dispute between us, you and we will first contact the other party and make a good faith sustained effort to resolve the dispute before resolving to more formal means of resolution. If this is not successful, then all disputes will be resolved by binding arbitration and you hereby agree to give up your right to go to court to assert or defend your rights under this contract, except for matters that can be taken to small claims court. Your rights will be determined by a neutral arbitrator and not a judge or jury. The parties expressly waive any ability to maintain any class action in any forum. We make no representation that the Services are appropriate or available for use outside of the United States. These Terms are governed and interpreted pursuant to the laws of the State of Indiana. These Terms are the entire agreement between you and us. If any part of these terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions. You may not assign or transfer these Terms or any of your rights or obligations under these Terms. We will not be liable for or be considered to be in breach of these Terms on account of any delay or failure to perform as required by these Terms as a result of any cause or condition beyond our reasonable control.