

The Archive Seller Terms of Use

Effective Date: August, 25th, 2023.

These Terms of Use will, unless and until superseded by another agreement, be applicable to all footwear and other items delivered by you (“you”) to, and accepted by, The Archive Streetwear Boutique LLC, (“The Archive Streetwear Boutique LLC,” or “we”) for sale on consignment (such accepted footwear and other items collectively, “Items”).

1. Delivery and Acceptance of Items

By following the instructions provided to you on The Archive Streetwear Boutique LLC seller portal at TheArchiveFL.com (together with The Archive Streetwear Boutique LLC, ’s website at www.TheArchiveFL.com, the “Site”), you will be able to identify the Items you want to consign with The Archive Streetwear Boutique LLC,, set a consignment price for each Item (the “Consignment Price”), and ship such Items to The Archive Streetwear Boutique LLC, or drop off such Items to The Archive Streetwear Boutique LLC, in person at one of The Archive Streetwear Boutique LLC, retail locations

You are responsible for shipping your Items to The Archive Streetwear Boutique LLC, at your own cost and expense. The Archive Streetwear Boutique LLC, will not be liable for any loss or damage to Items while in transit.

The Archive Streetwear Boutique LLC, reserves the right, in its sole and absolute discretion and for any reason or no reason, to refuse to accept any or all Items which you may seek to deliver or drop off to The Archive Streetwear Boutique LLC, for consignment.

In connection with The Archive Streetwear Boutique LLC, acceptance of each such delivery of Items, The Archive Streetwear Boutique LLC, will issue to you by email a consignment receipt (each, a “Consignment Receipt”) stating the quantity and description of such Items and the Consignment Prices of such Items.

2. Rejected Items

If you deliver item(s) to The Archive Streetwear Boutique LLC, that do not match the description you provided (e.g., wrong size, SKU, different condition), we will notify you and you will have the option to have the item(s) sent back to you or consigned on your behalf. If you choose to have the item(s) sent back to you, you will be responsible for providing a shipping label. If you choose to consign the item(s), we will price and activate the listing(s) pursuant to the paragraph below. If you do not respond within 14 days of receiving notice that your item(s) do not match the description you provided or if you do not send the shipping label within 14 days of notification, we will consign the item(s) on your behalf and activate the listing(s) at 10% above the lowest price of the same item available on the Site based on SKU and size.

If no lowest price exists, we will set a price at our reasonable discretion. You may change the listing price at any time within TheArchive.sneakerconsign.com.

If you deliver item(s) to us that we deem inauthentic or unsellable in our sole and reasonable discretion, you will have the option to have the item(s) sent back to you or disposed of by us. If you choose to have the item(s) sent back to you, you will be responsible for the shipping label. If you do not respond within 14 days of receiving notice that your item(s) are inauthentic or unsellable or if you do not send the shipping label within 14 days of notification, we will dispose of the item(s) at our sole discretion.

3. Representations and Warranties

You represent and warrant to The Archive Streetwear Boutique LLC, that (a) you are the valid and lawful owner of the Items and have good and marketable title to the Items; (b) none of the Items are or will be subject to any lien, demand, encumbrance, security interest or other claim; (c) you have the full legal right to offer and sell the Items; (d) the Items are genuine, authentic, new, and unused, and will conform to the description stated in the applicable Consignment Receipt; (e) your performance of your obligations under these Terms of Use will not conflict with, or result in any violation of or default under, or require any consent, approval, or waiver from any person pursuant to, any contract to which you are party; and (f) you will comply with all laws and regulations applicable to you in the performance of your obligations under these Terms of Use.

4. Sales Efforts; Prices

By delivering Items to The Archive Streetwear Boutique LLC,, you authorize The Archive Streetwear Boutique LLC, to offer the Items for sale in such manner The Archive Streetwear Boutique LLC, deems appropriate, including by means of display in The Archive Streetwear Boutique LLC,'s or its affiliates' retail stores and/or on one or more of The Archive Streetwear Boutique LLC, or its affiliates' websites or mobile applications.

The Archive Streetwear Boutique LLC, reserves the right to make an Item available for sale both at the designated Consignment Price and at an additional "priority processing" price (the "Priority Processing Price"), which Priority Processing Price will be equal to the Consignment Price for such Item plus an additional amount for expedited fulfillment and shipping (the "Priority Processing Premium"). If, at any point in time the Consignment Price you have designated for an Item is, in The Archive Streetwear Boutique LLC, sole discretion, significantly higher than the current market price for such Item, The Archive Streetwear Boutique LLC, will notify you of such determination and your Item may be made unavailable for sale and you may request for such Item to be shipped back to you subject to providing a shipping label or you can revise the Consignment Price in TheArchiveFL.com. If such Consignment Price subsequently becomes, in The Archive Streetwear Boutique LLC, sole discretion, no longer significantly higher than the current market price for such Item, your Item will be made available for sale as described

in the previous paragraph. The Archive Streetwear Boutique LLC, makes no guarantees as to whether, when, or at what price any of the Items can or will be sold.

5. Proceeds of Sales; Payments

Collection of Sales Proceeds and Taxes. The Archive Streetwear Boutique LLC, will collect payments for all sales of Items. The Archive Streetwear Boutique LLC, will also collect and remit all relevant sales, use, and value added taxes on sales of Items.

The Archive Streetwear Boutique LLC,'s Commission. The Archive Streetwear Boutique LLC, will receive a commission from each sale of an Item equal to 20%.

Your Earnings. After each sale of an Item, your seller account will be credited with your earnings from such sale. Your earnings from a sale of an Item will be equal to the price at which such Item is sold (not including any Priority Processing Premium, shipping costs, duties, or taxes) less the Commission.

Payments. Sellers operating in the United States have two options to cash out your earnings—you can either have your funds deposited to your bank account through ACH direct deposit or printed check for deposit. You will need to provide the required information in order to withdraw funds from your seller account. When entering your information, please make sure everything is accurate and correct. **INCORRECT OR INACCURATE INFORMATION WILL LEAD TO DELAYS WITH YOUR CASH OUTS.**

6. Withdrawal of Items

Either you or The Archive Streetwear Boutique LLC, may, at any time, elect to withdraw the offering of any or all of the Items which have not yet been sold. Upon any withdrawal of Items, The Archive Streetwear Boutique LLC, will ship such Items to you at the return shipping address listed under your seller account or to an approved address directed by you the seller, once shipping label is provided. When The Archive Streetwear Boutique LLC, returns Items to you, The Archive Streetwear Boutique LLC, may return to you Items of the identical SKU, size, and condition as your Items, and you agree that your receipt of such Items constitutes your receipt of your consigned Items.

7. Title to Items

You will retain title to and ownership of each Item consigned with The Archive Streetwear Boutique LLC, until such Item is sold to a The Archive Streetwear Boutique LLC, customer or until such Item is lost, stolen, damaged, or destroyed while in The Archive Streetwear Boutique LLC, possession, provided that The Archive Streetwear Boutique LLC, has full authority to effect the sale of such Items in accordance with the terms and conditions stated herein.

8. Risk of Loss or Damage

The Archive Streetwear Boutique LLC, shall have no liability to you or any third parties for any loss or damage to the Items in transit to The Archive Streetwear Boutique LLC,, and you hereby indemnify The Archive Streetwear Boutique LLC, and hold The Archive Streetwear Boutique LLC, harmless in respect of any such losses and damages. The Archive Streetwear Boutique LLC, will endeavor to use reasonable care in the handling, display, and storage of your Items, using not less than the same degree of care which The Archive Streetwear Boutique LLC, utilizes with respect to its own items of a similar nature. However, in the event that any of the Items are lost or stolen, or are damaged or destroyed by fire, flood, customer handling, civil unrest or other causes beyond The Archive Streetwear Boutique LLC, reasonable control, then, except to the extent of any insurance proceeds that The Archive Streetwear Boutique LLC, actually collects in respect of such Items, the risk of loss remains with you, and The Archive Streetwear Boutique LLC, assumes no responsibility or obligation to make any payment or reimbursement in respect of any such loss or damage, or for any special or consequential damages. The Archive Streetwear Boutique LLC, makes no assurance that its insurance will provide coverage for the Items or the amount which any insurer may pay in respect of any casualty relating to the Items.

While The Archive Streetwear Boutique LLC, is in possession of your items, they are intended to be used for merchandising the stores and in doing so is at risk of sun damage, dust, and damage from customers shopping our selection.

9. Termination

The Archive Streetwear Boutique LLC, may terminate these Terms of Use at any time, with or without cause, by providing you with written notice of termination (email sufficing). You may terminate by withdrawing all Items as described above in Section 6 (Withdrawal of Items), in which case these Terms of Use will terminate as between you and The Archive Streetwear Boutique LLC, after all Items have been returned to you and you have paid the Retrieval Fees for all such returned Items. Upon any termination of these Terms of Use, your Items will be withdrawn and returned to you as described above in Section 6 (**Withdrawal of Items**).

Provisions of these Terms of Use which, by their nature, should continue to apply after the termination or expiration of these Terms of Use, or which impose continuing obligations on you or The Archive Streetwear Boutique LLC,, will survive any termination or expiration of these Terms of Use.

10. DISCLAIMER OF WARRANTIES

YOU ACKNOWLEDGE AND AGREE THAT The Archive Streetwear Boutique LLC,'S CONSIGNMENT AND OTHER SERVICES (TOGETHER WITH THE SITES, THE "SERVICE") ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY

KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, TO THE EXTENT ALLOWED BY APPLICABLE LAW OR AS OTHERWISE STATED

IN WRITING, The Archive Streetwear Boutique LLC, EXPLICITLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. The Archive Streetwear Boutique LLC, MAKES NO WARRANTY THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, THAT THE INFORMATION OBTAINED FROM THE SERVICE WILL BE ACCURATE, COMPLETE, CURRENT, OR RELIABLE, THAT THE QUALITY OF THE SERVICE WILL BE SATISFACTORY TO YOU, THAT ERRORS OR DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS. The Archive Streetwear Boutique LLC, MAKES NO GUARANTEE REGARDING THE RELIABILITY, ACCURACY, OR QUALITY OF ANY COMMUNICATION THAT IS POSTED ON THE SERVICE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM The Archive Streetwear Boutique LLC, OR THROUGH THE SERVICE, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

11. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE REMAINS WITH YOU. NEITHER The Archive Streetwear Boutique LLC, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE, INCLUDING ANY OF The Archive Streetwear Boutique LLC,'S AFFILIATES, SHALL BE LIABLE TO YOU FOR ANY COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS, ARISING OUT OF OR IN CONNECTION WITH: (I) THESE TERMS OF USE OR FROM THE USE OF OR INABILITY TO USE THE SERVICE; (II) THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICE; (III) ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE SERVICE OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICE; (IV) YOUR VISIT TO A VENUE RESULTING FROM YOUR USE OF THE SERVICE; (V) PRICING, SHIPPING, FORMAT, OR OTHER GUIDANCE PROVIDED BY The Archive Streetwear Boutique LLC,; (VI) DELAYS OR DISRUPTIONS IN THE SERVICE; (VII) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE SERVICE OR THOSE OF ANY SITE, SERVICES, OR TOOLS LINKED TO THE SERVICE; (VIII) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE SERVICE; (IX) DAMAGE TO YOUR HARDWARE DEVICE FROM THE USE OF

THE SERVICE; (X) THE CONTENT, ACTIONS, OR INACTIONS OF THIRD PARTIES, INCLUDING ITEMS LISTED THROUGH THE SERVICE OR THE DESTRUCTION OF ALLEGEDLY FAKE ITEMS; (XI) A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR SELLER ACCOUNT; (XII) THE DURATION OR MANNER IN WHICH ITEMS YOU CONSIGN APPEAR ON THE SERVICE; OR (XIII) YOUR NEED TO MODIFY PRACTICES, CONTENT OR BEHAVIOR, OR YOUR LOSS OF ABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THESE TERMS OF USE OR The Archive Streetwear Boutique LLC,'S POLICIES, IN EACH CASE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT The Archive Streetwear Boutique LLC, HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT The Archive Streetwear Boutique LLC, SHALL NOT BE LIABLE TO YOU FOR YOUR ACTIONS OR COMMUNICATIONS USING THE SERVICE OR IN CONNECTION WITH THE SERVICE. The Archive Streetwear Boutique LLC, SHALL NOT BE LIABLE FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION THROUGH THE SERVICE OR ANY LINKED SITES OR FOR ANY INFORMATION OR PRODUCTS OBTAINED THROUGH USE OF THE SERVICE OR OTHERWISE ARISING OUT OF THE USE OF THE SAME, REGARDLESS OF THE FORM OF ACTION OR BASIS OF ANY CLAIM. SOME JURISDICTIONS DO NOT ALLOW CERTAIN EXCLUSIONS OF WARRANTIES OR LIMITATIONS ON DAMAGES, SO SOME OF THESE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU; IN SUCH JURISDICTIONS, THE AGGREGATE LIABILITY OF The Archive Streetwear Boutique LLC, SHALL BE LIMITED IN ACCORDANCE WITH THESE TERMS OF USE TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WILL The Archive Streetwear Boutique LLC,'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR FROM THE USE OF OR INABILITY TO USE THE SERVICE EXCEED THE AMOUNTS YOU HAVE PAID TO The Archive Streetwear Boutique LLC, FOR USE OF THE SERVICE IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY OR ONE HUNDRED DOLLARS (\$100.00), WHICHEVER IS GREATER. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND The Archive Streetwear Boutique LLC,.

IF YOU HAVE A DISPUTE WITH The Archive Streetwear Boutique LLC, OR ARE DISSATISFIED WITH THE SERVICE, TERMINATION OF YOUR USE OF THE SERVICE IS YOUR SOLE REMEDY. The Archive Streetwear Boutique LLC, HAS NO OTHER OBLIGATION, LIABILITY, OR RESPONSIBILITY TO YOU.

12. Indemnification

You agree to defend, indemnify, and hold harmless The Archive Streetwear Boutique LLC, and its affiliates and its and their respective employees, officers, directors, agents, representatives, licensors,

suppliers, and service providers from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with (a) your use of, or activities taken, in connection with the Service; or (b) any violation of these Terms of Use by you. The Archive Streetwear Boutique LLC, reserves the right to assume all or any part of the defense of any such claims and negotiations for settlement, and you agree to fully cooperate with The Archive Streetwear Boutique LLC, in doing so.

13. Applicable Law

These Terms of Use will be construed and enforced under the laws of the State of New York without regard to its choice of law principles, except for the agreement to arbitrate set forth below in Section 14 (Dispute Resolution), the interpretation and enforcement of which shall be governed by the Federal Arbitration Act. The exclusive jurisdiction and venue of any action to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights will be the state and federal courts located in the Central District of California, and each of you and The Archive Streetwear Boutique LLC, waives any objection to jurisdiction and venue in such courts. If the agreement to arbitrate set forth below in Section 14 (Dispute Resolution) is found not to apply to you or to a particular dispute, claim or controversy, either as a result of your decision to opt out of the agreement to arbitrate or as a result of a decision by the arbitrator or a court order, the exclusive jurisdiction and venue for the resolution of such dispute, claim or controversy will be the state and federal courts located in the Central District of California, and each of you and The Archive Streetwear Boutique LLC, waives any objection to jurisdiction and venue in such courts.

14. Dispute Resolution

You and The Archive Streetwear Boutique LLC, agree that any dispute, claim or controversy that has arisen, or may arise, between you and The Archive Streetwear Boutique LLC, out of or relating to these Terms of Use (including previous versions of these Terms of Use or Consignment Agreement) or the breach, termination, enforcement, interpretation, or validity thereof, or your relationship with The Archive Streetwear Boutique LLC, (collectively, "Disputes") shall be settled by final and binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

Prohibition of Class and Representative Actions and Non-Individualized Relief. YOU AND The Archive Streetwear Boutique LLC, AGREE THAT EACH OF YOU AND The Archive Streetwear Boutique LLC, MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. THE

ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR ONE PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS, CONSOLIDATED, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER THIRD PARTIES. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court, subject to your and The Archive Streetwear Boutique LLC,'s right to appeal the court's decision. All other claims will be arbitrated.

Arbitration Rules and Governing Law. The arbitration will be administered by the American Arbitration Association ("AAA") and will be governed by the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified herein. (The AAA Rules are available at www.adr.org/rules or by calling the AAA at 1-800-778-7879.) If the AAA is unavailable for the arbitration, the parties will select an alternative private neutral arbitrator to conduct the arbitration in accordance with the AAA Rules. The use of the word "arbitrator" in this Section 14 (Dispute Resolution) shall not be construed to prohibit more than one arbitrator from presiding over an arbitration; rather, the AAA Rules will govern the number of arbitrators that may preside over an arbitration conducted under this Section 14 (Dispute Resolution). The Federal Arbitration Act will govern the interpretation and enforcement of this Section 14 (Dispute Resolution).

Arbitration Process and Selection of Arbitrator. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules by mail. The AAA provides a form Demand for Arbitration here. Unless you and The Archive Streetwear Boutique LLC, otherwise agree, the arbitration will be conducted in the county where you reside within a reasonable time, without undue delay. All parties participating in arbitration shall have the right, at their own expense, to be represented by a spokesperson of their own choosing. If your claim does not exceed \$10,000, then you or The Archive Streetwear Boutique LLC, may elect to have the arbitration be conducted by telephone or solely on the basis of documents you and The Archive Streetwear Boutique LLC, submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. If the AAA is unavailable for the arbitration and the parties must select an alternative private neutral arbitrator to conduct the arbitration, the parties will select such alternative arbitrator as follows: both The Archive Streetwear Boutique LLC, and you will exchange a list of three preferred private arbitrators. If there is a common name on the two lists, that person will be appointed as the arbitrator. If multiple common names appear on the two lists, the parties will act in good faith and select one of the multiple common names. If there are no common names on the lists, the two arbitrators listed as the first name on each list will confer and appoint a third arbitrator who will conduct the proceeding ("Presiding Arbitrator"). If the parties agree to have more than one arbitrator preside over the arbitration, the Presiding Arbitrator will select the additional arbitrators taking into account any additional common names on submitted lists.

Arbitrator's Decision. The arbitrator will render an award within the timeframe specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator's award shall be final and binding, but subject to review in accordance with applicable statutes governing arbitration awards. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. If you prevail in arbitration you will be entitled to an award of reasonable attorneys' fees and expenses, to the extent provided under applicable law.

Fees. You and The Archive Streetwear Boutique LLC, agree that, in accordance with the AAA Rules, the amount of the filing fee associated with the arbitration that is payable by you is capped at \$200, and The Archive Streetwear Boutique LLC, will be responsible for payment of the balance of such filing fee in excess of \$200 and other administrative and arbitrator fees associated with the arbitration. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, The Archive Streetwear Boutique LLC, will pay as much of your share of the filing fee as the arbitrator deems necessary to prevent the arbitration from being cost prohibitive.

Changes. Notwithstanding the provisions of Section 17 (Amendments), if The Archive Streetwear Boutique LLC, changes this Section 14 (Dispute Resolution) after the date you first accepted these Terms of Use (or accepted any subsequent changes to these Terms of Use), you may reject any such change by sending The Archive Streetwear Boutique LLC, written notice (by emailing The Archive Streetwear Boutique LLC, at info@TheArchiveFL.com) within 30 days of the date such change became effective, as indicated in the date of The Archive Streetwear Boutique LLC,'s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and The Archive Streetwear Boutique LLC, in accordance with the provisions of this Section 14 (Dispute Resolution) as of the date you first accepted these Terms of Use (or accepted any subsequent changes to these Terms of Use).

Severability. With the exception of any of the provisions under the Prohibition of Class and Representative Actions and Non-Individualized Relief subsection of this Section 14 (Dispute Resolution), if an arbitrator or court decides that any part of this Section 14 (Dispute Resolution) is invalid or unenforceable, the other parts of this Section 14 (Dispute Resolution) will still apply.

15. Notices

Any notices required or permitted to be given under these Terms of Use shall be sent to the email address listed under your seller account. You are solely responsible for keeping your email address information current with Flight Club. You agree that all agreements, notices, and other communications that The Archive Streetwear Boutique LLC, provides electronically to you will satisfy any legal requirement that such communications must be in writing.

16. Entire Agreement

These Terms of Use constitute the entire agreement between you and The Archive Streetwear Boutique LLC, regarding the subject matter of these Terms of Use and supersedes all prior or contemporaneous agreements, understandings, and communications, written or oral, with respect to such subject matter.

17. Amendments

The Archive Streetwear Boutique LLC, reserves the right, in its sole discretion, to amend these Terms of Use at any time. If The Archive Streetwear Boutique LLC, materially amends these Terms of Use, The Archive Streetwear Boutique LLC, may notify you of the amendment and the effective date of such amendment in accordance with Section 15 (Notices). If you continue to use the Service after the effective date of such amendment, you shall be bound by the terms of these Terms of Use as amended by such amendment. If an amendment is not acceptable to you, please cease using the Service and request withdrawal of your Items.

18. Waiver; Severability

The Archive Streetwear Boutique LLC, failure to enforce any right or provision of these Terms of Use will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of The Archive Streetwear Boutique LLC,. Except as expressly set forth in these Terms of Use, the exercise by either party of any of its remedies under these Terms of Use will be without prejudice to its other remedies under these Terms of Use or otherwise.

If the application of any provision of these Terms of Use to any particular facts or circumstances shall for any reason be held to be invalid, illegal, or unenforceable by a court, arbitrator, or other tribunal of competent jurisdiction, then (a) the validity, legality, and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Terms of Use, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties.