



LIA TERNI  
headpieces & jewelry

## Terms of Service

The following Terms of Service (“Terms”) between you (“you” ) and Lia T M Jewelry LLC. (“us,” ) describes the terms and conditions on which you may access and use the Lia Terni website located atliaterni.com (the “Site”).

These Terms also apply to in-store rentals and sales, which are part of the Services. By accessing or using any of the Services, you acknowledge that you have read, understood and agreed to be bound by these Terms.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS MAY HAVE CHANGED SINCE YOU LAST ACCESSED OR USED THE SERVICES. BY CLICKING “I AGREE” OR OTHERWISE ACCESSING OR USING ANY PART OF THE SERVICES, YOU AGREE TO THESE TERMS.

### 1. ABOUT THE SERVICES

#### A. Introduction

Through the Services, we aim to give you access to beautiful ethical and sustainable jewelry, the designer advice and other content to help you decide which items are perfect for you.

#### B. Mobile Charges

To the extent you access the Services through a mobile or wireless device, your carrier’s standard charges, data rates and other fees may apply.

#### C. Eligibility

Children under the age of 13 may not use the Services and parents or legal guardians may not agree to these Terms on their behalf. Children under 18 years of age but at least 13 years of age may use the Site under the supervision of parents or legal guardians who agree to be bound by these Terms on their behalf, but such children may not rent or purchase any jewelry

("Products") via the Services. If you are a parent or legal guardian agreeing to these Terms for the benefit of a child between the ages of 13 and 18, you are fully responsible for his or her use of the Services and the rental or purchase of any Products, including all legal liability he or she may incur.

## **D. Modification of the Services or the Terms**

Lia Terni may modify these Terms or modify, suspend, or discontinue the Services at any time for any reason. However, Lia Terni will use commercially reasonable efforts to notify you of material changes to these Terms by posting a notice on the Site and/or sending an email to the email address you provided to "the site" upon registration.

# **2. RENTAL AND SALE OF PRODUCTS**

## **A. General Conditions**

The Services include the rental and sale of Products. This Section sets out terms and conditions that apply to your rental or purchase of any Product.

**18 YEARS OR OLDER.** Products may be rented or purchased for use by individuals under 18 years of age, but we rent and sell only to adults, who may rent or purchase the Products with a payment card or other approved payment method. By clicking agreeing to these Terms, you represent that you are 18 years or older and that you are authorized to use the chosen payment method (including, without limitation, credit cards) for the purpose of renting or purchasing the Products as described in these Terms.

**LIMITS.** You acknowledge and agree that we may place limits on the rental or purchase of Products, including but not limited to restricting orders placed under a single customer account, payment card or billing or shipping address. We reserve the right to limit, cancel or prohibit any rentals or sales of Products for any reason in our sole discretion, including but not limited to availability and geographic concerns.

**DELIVERY.** Your Products may be ordered and couriered to you by Lia Terni courier partners which may change from time to time at Lia Terni discretion. The shipping method used will be at the discretion of Lia Terni.

**COLLECTIONS.** If you do not pay the amounts you owe to Lia Terni when due, then Lia Terni will need to institute collection procedures. You agree to pay Lia Terni's costs of collection, including without limitation reasonable attorneys' fees.

COMMUNICATIONS. You consent to receive communications from us, including email, text messages, calls, and push notifications, including for the purposes of notifying you about the status of your order, sending you reminders, facilitating secondary authentication, and providing other information. You acknowledge that opting out of receiving communications may impact your use of the Services."

## **B. Rentals**

The following additional conditions apply to the rental of any Product.

RENTAL FEE. The rental fee ("Rental Fee") for the Product will be the total of the rental fee, insurance charges and delivery charges listed on the Site for your rental of the Product. When you place your rental order for a Product, you hereby authorize Lia Ternito charge your payment card for the Rental Fee. Lia Terni will charge your payment card the amount of the Rental Fee immediately upon your rental order. A reservation of a Product on the Site is an order for the rental of that Product, regardless of how far in advance that Product is reserved. **In addition, at the time of your rental order for a Product, you hereby authorize Lia Terni to charge your payment card for an amount equal to 200% of the original retail value of the Product (when new) set forth on the Site ("Retail Value") plus applicable sales taxes; provided that Lia Terni will only charge your payment card for an amount greater than the Rental Fee as described below.** Rental Fees exclude all federal, state and local taxes, GST, fees, customs, duties, levies and other governmental assessments, all of which shall be paid by you directly or, if paid by Lia Terni, shall be paid by you to Lia Terni in connection with your rental order.

CANCELLATION POLICY. You may cancel your rental order subject to the following cancellation fees and policies:

- i. If you cancel thirty (30) or more days in advance of the delivery date, there is no cancellation fee and you will receive a full refund issued to the payment card you used for the order.
- ii. If you cancel less than thirty (30) days but more than fourteen (14) days in advance of the delivery date, you will receive a credit to your credit card account for the Rental Fee associated with the cancelled order, minus the delivery and return fee of U\$50
- iii. If you cancel fourteen (14) or fewer days in advance of the delivery date, you will not receive any refund.

RETURN PACKAGING. With delivery of the Product, Lia Terni will provide you with a pre-paid, pre-addressed Lia Terni mailing label as well as instructions for your use in returning the Products to Lia Terni ("Return Packaging").

RECEIPT OF THE PRODUCTS. Upon delivery, you bear responsibility for the Product(s). You acknowledge that a Secure Shipping Address is highly recommended, means a location where an individual can physically receive Product(s). In the event that an un-secure shipping address is provided, Lia Terni does not bear liability for Products left unattended. Furthermore, you acknowledge that providing anything other than a Secure Shipping Address may result in delivery delays and additional delivery fees for which Lia Terni will not be liable. You will be liable for all such delays and additional delivery fees.

USE OF THE PRODUCTS. **You agree to treat the Products with great care, as if it was borrowed from your close friend.** You are responsible for loss, destruction or damage to the Products due to theft, mysterious disappearance, fire, major stains or any other cause, other than normal wear. Normal wear and some change in shape or other minor damage are accepted. If you return a Product that is damaged beyond normal wear, then you agree that we shall charge you, and you shall pay, for the price for repairing or replacing the Product, as determined in our discretion, up to the Retail Value for the Product.

RETURN OF THE PRODUCTS; EXTENSIONS. You agree to return the Products to Lia Terni in the Return Packaging on or before the return date for the Products that are identified in the online invoice for your order. You must return the Product by delivering the Product in the Return Packaging to a UPS store located in the United States by 12 p.m. on or before the date that the Product is due. We are not responsible for any personal or other items left in the Products or which are returned to Lia Terni in the Return Packaging. If you believe you have accidentally or otherwise sent us any such items, please contact customer service as soon as possible at [info@liaterni.com](mailto:info@liaterni.com). Our staff may assist in attempting to locate such items at a customer's request, but are not obligated to and assume no liability for doing so.

LATE FEES. If you return the Products late or not at all, a late fee of fifty dollars (\$50.00) will be charged to the payment card you used to pay the Rental Fee or to any other payment card included in your account information that you have provided to Lia Terni for every day that you are late returning the Products, and you agree to pay such late fees, up to an amount not to exceed 200% of the Retail Value plus applicable sales tax (plus the Rental Fee). The late fee is payable for each order of Products that is not returned when due, not for each Product that is the subject of the order that is late. If you have not returned a Product within twenty (20) days after the return date for the Product, your late return will be considered a non-return and Lia Terni will charge your payment card the maximum late fee set forth in this Section, less any late fees that you have already paid, plus applicable sales tax.

PAYMENT OF 200% RENTAL VALUE Lia Terni will not charge you for more than an amount equal to 200% of the Retail Value plus the Rental Fee, in the aggregate, for any charges arising under this Section, excluding collection costs. If you pay Lia Terni an amount equal to 200% of the Retail Value under this Section and you still possess the Product, the Product is yours to keep, though on an "AS IS" basis without warranty of any kind. For the avoidance of doubt, the limitations of this clause shall not apply to the Rental Fee, which is charged separately from, and in addition to, any other charges payable by you pursuant to this Section.

LOST RETURN PACKAGING. If you lose the Return Packaging, you will be responsible for returning the item at your own expense by the expected return date, and providing Lia Terni with a tracking number. Also, if you lose or fail to return the Lia Terni carrying case you will be charged \$50. If you still possess the Lia Terni carrying case, it is yours to keep, though on an "AS IS" basis without warranty of any kind. For the avoidance of doubt, the limitations of this clause shall not apply to the Rental Fee, which is charged separately from, and in addition to, any other charges payable by you pursuant to this Section.

LIMITED WARRANTIES. The following are the limited warranties Lia Terni provides in connection with Product rentals. Lia Terni's liability to you for failure to comply with any of these warranties is limited to timely delivery of Product conforming to the warranties or a refund of the Rental Fee (delivery charges) as determined by Lia Terni. See Section below.

- **CORRECT PRODUCTS.** Subject to availability, we will deliver the Products you ordered, on or before the delivery date for which you ordered them, except in the rare event that the Product is damaged beyond repair or there is an occurrence subsequent to the placing of the order that prevents timely delivery. In such event, we will use reasonable efforts to notify you that the Product is unavailable. If we are able to reach you, you will be entitled to choose any available rental Product to replace the unavailable Product. If we are unable to reach you, you acknowledge and agree that we may send you a replacement product of the same or greater value. Products may appear different in color and style than as displayed on the Site.
- **CLEAN AND READY.** The Products will be professionally cleaned and delivered ready to wear. Lia Terni cleans and inspects each Product with the utmost care, but use of the Product is at your own risk and Lia Terni shall not be held liable for any health-related complaints associated with any Product.

## C. Sales

The following additional conditions apply to the sale of any Product.

**PRODUCTS ARE USED; ALL SALES ARE FINAL AND "AS IS."** You acknowledge and agree that only those Products designated by us on the Site as available for purchase are eligible for purchase by you. All Products are sold on an "as is" basis, without any warranty whatsoever, and all Product sales are final.

**PURCHASE PRICE.** The purchase price ("**Purchase Price**") for the Products will be the purchase fee and delivery charges listed on the Site in connection with your purchase of the Products. Purchase Price is as listed on the Lia Terni website at the time of purchase, and is subject to change. Lia Terni reserves the right to alter Purchase Price, discount, or availability of any particular item at its discretion and without notice. Upon your purchase order for a Product, you hereby authorize Lia Terni to charge your payment card for the Purchase Price. We will charge your payment card the amount of the Purchase Price immediately upon your purchase order. Purchase Prices exclude all federal, state and local taxes, GST, fees, customs, duties, levies and other governmental assessments, all of which shall be paid by you directly or, if paid by Lia Terni, shall be paid by you to Lia Terni in connection with your purchase order. Purchase orders are final and cannot be cancelled.