

## Terms of Service

Welcome to the Closet Edit Co, we provide services to help women dress with *intention*! We are very happy to be working with you on this personal journey of self-improvement.

This is our Terms of Service (“Terms”), please read it carefully prior to your appointment.

The Terms are made between Vianey Enterprises LLC dba The Closet Edit Co and its agents (“The Closet Edit Co” or “Consultant”) and you, the “Client”—together the “Parties.”

1. **Services.** Services are for the purposes of providing personal wardrobe styling advice and may include, but not limited to, defining Client’s needs and goals; discussing personal style, body type and facial shape analysis; closet editing (clear out, organization and management), styling education, curating outfits, documenting outfits, reviewing seasonal trends and coaching how to shop effectively.
2. **Service Delivery.** Services are offered as packages and may be delivered in one or more consultations (i.e., appointments) either in-person or via video-conferencing for virtual consultations.
3. **Virtual Consultations.** Virtual consultations will be scheduled upon request and held through a virtual platform like Zoom or Google Meet.
  - A. Consultations shall not be recorded by Client.
  - B. There should only be one person in the room where the consultation is taking place, except for children requiring Client’s supervision.
  - C. Client must have access to a stable and secure internet service.
  - D. Client must conduct consultation through a PC or laptop and not cell phone, as mobile phone screens are too small for viewing, especially when sharing screens.
  - E. Client must provide a well-lit room with either sufficient natural or artificial lighting.
  - F. Consultant will make every effort to ensure the connection is secured, however Consultant is not responsible if the call is “video bombed” by a third party, nor its contents.
4. **Fees.** Packages are priced based on how much it *typically* takes to provide such services, which will vary based on factors such as the amount of clothing during the closet edit, questions, curating outfits, etc.
  - A. The fee for each type of service is as listed on the website or as quoted during when making the appointment.
  - B. Fees listed include pre- and -post consultation time spent by Consultant to service Client.
  - C. Fees listed include mileage within our Service Area (see website for cities included, otherwise a rate will be quoted together with the cost of consultation when making the appointment).
  - D. Only upon the verbal agreement by both Parties, appointments may be extended for additional time.
  - E. Additional styling time must be booked through the Book Online system on the website or through the Consultant before working through additional time.
  - F. Time will not be prorated if consultation is completed in less time than the appointment time frame.
5. **Payment:** Payment for each appointment must be made in full at the time of booking.
  - A. Payment for the Full Package service that is delivered in two appointments will be broken up by 75%/25% and must be paid at the time of booking each appointment.
  - B. Additional time added to appointment must be booked and paid for at the same time.

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6. **Method of payment.** Electronic payments can be either charged through the Checkout feature on website, through a credit card reader on a mobile phone or other agreed upon method such as PayPal or Zelle, etc.
7. **Gift Cards.** Gift cards are valid for one year of time of purchase, no extensions or refunds will be provided. Gift cards may be purchased only through our website for any of the existing Services or as approved by our Consultant.
8. **Merchandise Purchases.**
  - A. The Closet Edit Co is also a clothing and accessory reseller and all items are sold “as is” as final sale, no exchanges or refunds will be provided.
  - B. Any purchases made (i.e., organizational items, clothing or accessories) by Consultant on behalf of Client will be charged a 10% convenience fee.
9. **Cancellation and rescheduling.** To cancel or reschedule an appointment, Client must notify Consultant no later than 72 hours from the start of the scheduled appointment. Client is required to contact Consultant or The Closet Edit Co by email [info@thecloseteditco.com](mailto:info@thecloseteditco.com) or by calling (408) 309-1696.
10. **Refunds.**
  - A. If appointment is cancelled with at least a 72-hour notice from the scheduled appointment as provided in Provision 9, fees in full will be refunded.
  - B. Proration for processing refunds:
    - I. If appointment is cancelled within 72 hour but before 48 hours from scheduled appointment, two-third (2/3) of the paid fees will be refunded. For example, if the service fee was \$300, the refund will be \$200.
    - II. If appointment is cancelled within 48 hours but before 24 from scheduled appointment, one-third (1/3) of the paid fees will be refunded. For example, if the service fee was \$300, the refund will be \$100.
    - III. If appointment is cancelled within 24 hours from scheduled appointment, no refunds will be issued.
  - C. If appointment is terminated during the course of the appointment, for any of the following reasons (but limited to) no refund will be issued:
    - I. Onset of an illness or unreported illness; or
    - II. Any type of emergency as claimed by Client.
  - D. If appointment is terminated by the Consultant for any reason other than Provision C.I. above, a full refund will be provided to Client.
11. **Warranty.** Consultant represents and warrants that it will perform Services as sated in Provision 1 with reasonable skill and care and does not guarantee any specific results.
12. **Limitation of Liability.** Subject to Client’s obligation to pay Fees to The Closet Edit Co, either party’s liability arising directly out of its obligations under these Terms and every applicable part of it shall be limited in aggregate to the Fees. Consultant assumes no liability due to the quality of items or services purchased for or by Client as it relates to the Services. Similarly, Consultant assumes no liability to the quality of items or of referrals that may be provided by other service professionals such as make-up artist, hair Consultant, life coaches, personal trainers, etc.

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13. **Indemnification.** Parties shall indemnify, defend and hold each other harmless from any and all claims, suits, actions, damages and causes by the action of each other that may incur arising out of personal injury, bodily injury, loss of life or damage to any property or violation of any relevant federal, state or local law or ordinance or other cause, resulting from services provided either in-person or via video-conferencing.
14. **Image Release.** Client grants Consultant permission to take and use images related to Services such as Client's face and/or body, closet, clothing and accessories. The images may be used in media (i.e., Closet Edit Co.'s publications, website or social media platforms) for purposes of marketing without any notice to Client and therefor approval or compensation for its use is not required or provided. The images, and all rights related to them, are owned by The Closet Edit Co.
  - A. **If you take exceptions to the "Image Release" provision above, you must email us at [info@thecloseteditco.com](mailto:info@thecloseteditco.com) to request a modification to the provision. If Client does not email The Closet Edit Co, it will be assumed that Client agrees to the "Image Release" provision as stated above.**
15. **Confidentiality.** Neither Consultant nor Client will disclose any information of the other which comes into its possession under or in relation to this Agreement and which is of a confidential nature.

**IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT A CONSULTANT IMMEDIATELY BEFORE BOOKING YOUR SERVICES AT [INFO@THECLOSETEDITCO.COM](mailto:INFO@THECLOSETEDITCO.COM) OR (408) 309-1696.**

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### COVID-19 ADDENDUM

Due to the current COVID-19 pandemic and the nature of the service being provided, strict health and safety measures must be adhered. In-person appointments carry health risks because they are conducted indoors, in intimate spaces such as bedrooms and bedroom closets. Therefore, **consultations are only provided to Clients that have been fully vaccinated** (have received a full dose of the COVID-19 vaccine and if necessary, a booster shoot) for the safety of both parties.

The following provisions must be read thoroughly in acknowledgement of understanding:

1. **Health self-screening.** In-person appointments require that you conduct a health self-screening **within 24 hours prior to the appointment**. If you respond “**yes**” to any of the following questions, reschedule your appointment immediately for at least two weeks out:
  - A. Have you experienced or are experiencing any fever, cough or flu-like symptoms in the past two weeks?
  - B. Have you been in close contact with anyone who has been ill or tested positive for COVID-19 in the past two weeks?
  - C. Have you traveled outside of the U.S. in the last two weeks?
  - D. Do you have a temperature higher than 100.3 degrees Fahrenheit?
2. **Safety protocol.** All Clients must:
  - A. Wear a face covering for the entirety of the appointment, unless:
    - i. It has been mutually agreed to be removed by both parties; and
    - ii. It is medically inadvisable or for communication by or with people who are hearing impaired.
  - B. Maintain a reasonable distance as much as possible.
  - C. Wash/sanitize hands frequently.
  - D. Cover sneezes and coughs with face covering or tissue.
  - E. Handshakes and any unnecessary physical contact are prohibited.
3. **Other safety considerations.**
  - A. No other person other than Client and Consultant (except small children that require supervision) may be in the same room at any time during the consultation.
  - B. Maximize room air exchange (indoor air replaced with outdoor air) by opening all windows and doors at least one hour prior and during the appointment. Proper air exchange is known to help dissipate viruses and other toxins from the air.
4. **Day of appointment.**
  - A. Client must complete the online Health Self-Screening form; and
  - B. On the day of appointment both Client and Consultant must complete temperature checks prior to entering the home; each must have a temperature of 100.3 and below in order to begin the consultation.
5. **Government requirements.** Health orders, laws and requirements as set forth by local, state and federal governments are often updated during the course of the Pandemic. Therefore, Client agrees to abide by all government requirements, with respect to COVID-19 and how to conduct business during the Pandemic. Therefore, this addendum may be updated at any time, without notice to Client, to conform with the current orders and guidelines.

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Notwithstanding the precautions above, the nature of an in-person appointments requires close contact with Consultant and Client and therefore, Client agrees not to hold Consultant liable should Client contract a communicable disease such as COVID-19.

Therefore, Client agrees to the above statements and releases Consultant(s) and Vianey Enterprises LLC from any and all liability for the unintentional exposure or harm of COVID-19 and may not seek compensation or make any inflammatory remarks on social media or otherwise about Consultant(s) and Vianey Enterprises LLC.