

Buyer Services Contract

This contract for buyer services (the “Buyer Services Contract”) between FashionGo buyer (the “Buyer”) and NHN Global, Inc. dba FashionGo located at 726 E. 12th Street, #306, Los Angeles, CA 90021 (“FashionGo,” “our,” or “us,” and collectively, the “Parties”) governs Buyer’s access, use, and purchase of products and services on <http://www.FashionGo.net> and <http://www.FashionGo.com> domains including any content, functionality and services (the “Site”). By opening an account, Buyer agrees to be bound by the terms and conditions of this Buyer Services Contract, the Terms of Use, any documents the foregoing agreements expressly incorporate by reference, and any additional terms and conditions found on the Site (the “Agreements”).

Amendments. This Buyer Services Contract may be changed by FashionGo without prior notice, at any time, in FashionGo’s sole discretion. The latest version of this Buyer Services Contract will be posted on the Site. It is Buyer’s responsibility to check periodically for changes to the Buyer Services Contract before accessing, using, or purchasing any products or services through the Site. Your continued use of the Site after a posted change in the Buyer Services Contract will constitute your agreement to such changes.

Electronic Platform Provider. Buyer acknowledges and agrees that FashionGo is an ecommerce platform provider that facilitates the marketing and sale of goods. Buyer further understands that FashionGo is not a direct party to any sales transactions conducted on the Site, which are freely conducted between, and at the sole discretion of the Buyer and vendor. Accordingly, Buyer further understands and agrees that FashionGo bears no responsibility or liability for claims of loss from transactions on the Site, or from conflicts and disputes between Buyer and vendor, or between the Buyers.

No Warranty. Buyer acknowledges and agrees that FashionGo makes no guarantee or warranty with respect to any claims made by any vendor on FashionGo regarding pricing, quality, origin, shipping cost, delivery date, availability, return/refund, suitability or authenticity of any items listed for sale on FashionGo.

Errors. Information and product listings on FashionGo may contain typographical errors, inaccuracies or omissions. FashionGo therefore reserves the right, but not the obligation, to cancel transactions based on errors, to correct any errors, inaccuracies or omissions, and to change or update information at any time without prior notice.

Account Suspension. At its sole discretion, FashionGo has the right to modify or terminate this Buyer Services Contract at any time for any reason, or for any action or behavior deemed as harmful or disruptive to other members (Buyers or vendors), or in any way detrimental to its business, reputation and image. FashionGo reserves the right to rescind, suspend or terminate the Buyer’s account at any time, without cause or advance notice, for any reason.

Site Issues. In the event of Site issues or malfunction, FashionGo will undertake to work diligently to correct the problem in a timely manner. FashionGo shall not be held liable for any claims of loss made by the Buyer as a result of Site maintenance, or as a result of events beyond the control of FashionGo, including but not limited to, natural disasters, riots, wars, malicious software attacks, communications, power, and utility disruptions.

Assignment. FashionGo may assign this Buyer Services Contract at any time, in whole or in part, to any affiliate of or successor in interest to FashionGo, without Buyer’s consent. Buyer may not sell, assign, or otherwise transfer this Buyer Services Contract, and/or any rights or obligations or other interest under the Buyer Services Contract, in whole or in part, whether voluntarily, involuntarily or by operation of law including through any change of beneficial ownership that occurs in connection with a merger (including a reverse triangular merger), acquisition, or the sale or transfer of all, or any part of Buyer’s business or assets (in each case, an “Assignment”) without FashionGo’s prior written consent in each instance which consent may be granted or withheld within FashionGo’s sole and absolute discretion, and may require the acquirer to enter into an agreement with FashionGo acknowledging and transferring obligations under the Buyer Services Contract to the acquirer. Subject at all times to the foregoing sentence, the rights, obligations and other interests of FashionGo and Buyer under the Buyer Services Contract shall be binding upon and inure to the benefit of FashionGo and Buyer, and to their respective successors, executors, administrators and permitted assigns. Any Assignment made in violation of this section shall be void.

Integration. The Agreements constitute and contain the entire agreement and understanding between the Parties with respect to the subject matter herein and supersede and replace all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements embodied in the Agreements.

Governing Law and Jurisdiction. This Buyer Services Contract shall be governed by and construed in accordance with the laws of the United States and the State of California without regard to its conflict of law provisions. The Parties shall endeavor to resolve through good faith negotiations any dispute arising under or relating to the Agreements before proceeding to binding arbitration. If a dispute cannot be resolved through such negotiations within a reasonable time, either Party may request for claims to be resolved by binding arbitration to be conducted in Los Angeles, California by the American Arbitration Association (“AAA”) under applicable AAA rules then-in-effect. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s rules, except as provided in this Section. To begin an arbitration proceeding, either Party must send the other Party written notice requesting arbitration and describing such Party’s claims. Any and all proceedings to resolve claims will be conducted only on an individual basis and not in a class, consolidated or representative action. The Federal Arbitration Act and federal arbitration law apply to this Vendor Services Contract. An arbitration decision may be confirmed by any court with competent jurisdiction.

Notice. Any notice to FashionGo must be in writing to the address set forth above and will be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered U.S. Mail (return receipt requested); or (iii) one (1) day after it is sent if by next day delivery by a major commercial delivery service, with a copy via electronic mail.