

# TERMS AND CONDITIONS

A. The following are the terms and conditions for use of the Style FILE website, provided by Style FILE LLC (hereinafter referred to as "Style FILE", "us" or "we") website, with domain name, [www.stylefiledaily.com](http://www.stylefiledaily.com) ("the website").

B. The website is owned, hosted and maintained by Style FILE LLC.

C. By accessing and using the website, you ("the user"), agree to be legally bound by the terms and conditions as are set out in this notice. The user is therefore urged to familiarize themselves with these terms and conditions prior to the usage of the website. If the user does not wish to be bound by these terms and conditions, then he / she may not access, display, use, download and/or otherwise copy or distribute any of the content of this website.

## 1. USER CONDUCT

1.1 The user agrees that the use of this website will be for lawful purposes only and no modification of the material or content will be permitted.

1.2 The user agrees that he / she **will not** use this website for any unlawful purpose, including but not limited to:

- a) commercial purposes;
- b) commission of a criminal offence (including but not limited to defaming, abusing, harassing, stalking, threatening or otherwise violating any legal rights of others;
- c) transmit unlawful material; including but not limited to:
  - publishing, posting, uploading, distributing or disseminating any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
  - uploading files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity);
  - uploading files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
  - falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- d) gain unauthorised access to other computer systems, with intention to harvest or otherwise collect information about others, including e-mail addresses, without their consent; or
- e) violate any applicable laws or regulations.

## 2. UPDATING OF THESE TERMS AND CONDITIONS

2.1 Style FILE reserves the right to, from time to time and at its own discretion, change, modify, add to or remove from portions or the whole of the terms and conditions. Changes to the terms and conditions will become effective upon such changes being posted to the website. It is thus the user's obligation to at all times, check the terms and conditions on the website for changes or updates.

2.2 The user's continued use of the website following the posting of changes or updates will be considered notice of the user's acceptance to abide by and be bound by the terms and conditions, including such changes or updates.

## 3. LIMITATION OF LIABILITY

3.1 The user agrees to access and use this site entirely at your own risk and all content on the website is provided "as is" without any warranty or condition of any kind.

3.2 Style FILE makes no representations or warranties of any kind, whether express or implied:

- a) as to the suitability, reliability, availability, timeliness and accuracy of content on the website;
- b) that the functions provided by the website will be uninterrupted or error-free, or

that the website or the server is free from viruses or other harmful components.

3.3 While Style FILE will take every effort is made to ensure that the information provided on the website is current and accurate, the user should not assume that the information on the website is always current or accurate, and other sources of this information should be consulted before making any decision to act on the information displayed on this website and the user acknowledges that he / she **will not** hold Style FILE, its parent companies, subsidiaries, affiliates, directors, employees, officials, suppliers, agents and/or representatives, under no circumstances and will keep them fully indemnified, from and against any loss or damage suffered or liability incurred in respect of any third party, which arises from the user's use of the website, and such loss or damage may include but not limited to, liable for any defamatory, offensive or illegal conduct of other users or third parties.

3.4 The user acknowledges that he / she **will not** hold Style FILE, its parent companies, subsidiaries, affiliates, directors, employees, officials, suppliers, agents and/or representatives liable for any direct, indirect, punitive, incidental, consequential damages, or any damages whatsoever arising from the use of this website regardless of how the damages arise, which damages may include but not limited to:

- a) damages for loss of data or profits, arising out of or in any way connected with the use or performance of the website, including but not limited to claim, demand, or damage, injury caused by any failure of performance or errors, omission, inaccuracy, interpretation, deletion, defect, delay in accessing material or content of the website, viruses, connection failures, theft, alteration of use, attorneys' fees, or any other action asserted by any third party due to or arising out of your use of or conduct on the website;
- b) incompleteness of material or content on the website;
- c) errors, omissions or inaccuracy of material or content on the website;
- d) the delay or inability to use the website or related services;
- e) the provision of or failure to provide services or for any information, software, products, services or related graphics obtained through the website; or
- f) any other damages otherwise arising out of the use of the website, whether based on contract, tort, negligence, strict liability or otherwise even if Style FILE has been advised of the possibility of damages.

#### **4. PROPRIETARY RIGHTS TO CONTENT**

4.1 Style FILE retains copyright in the website and all current and future content that is displayed on the website which is not owned by third parties.

4.2 The user acknowledges that content, including but not limited to text, graphics or other material contained in either sponsor advertisements or electronically distributed, commercially produced information presented to him / her by the website is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

4.3 The user may make a copy of this content for his / her personal, non-commercial use **only**, provided that he / she keeps all copyright and other proprietary notices intact.

4.4 The user **may not**, for any commercial purpose without written prior consent of Style FILE, modify, copy, reproduce, duplicate, republish, resell, upload, post, transmit, or distribute in any way content available through the website and its associated web sites.

#### **5. EXTERNAL LINKS**

5.1 This website provides links to other websites.

5.2 The fact that we have such links **must not** be construed as constituting any relationship or endorsement of the linked third party, and reliance on all information and content provided by the external links is done so at the user's own risk.

5.3 Third party advertising and promotional material may be displayed on the site from time to time, and the display of such material **should not** be construed as Style FILE' endorsing or creating any relationship between Style FILE and that

third party. Reliance on any such promotional or advertising material is entirely at the user's own risk.

## **6. AMENDMENTS**

Style FILE reserves the right to make changes and/or terminate access to any part or the entire website and any related service(s) at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever.

## **7. APPLICABLE LAW**

7.1 You agree that the laws of the State of California, excluding its conflicts-of-law rules, shall govern these Terms and Conditions. Please note that your use of the Web Site may be subject to other local, state, national, and international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with Style FILE LLC or relating in any way to your use of the Web Site resides in the courts of the State of California, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of California, in connection with any such dispute and including any claim involving Style FILE LLC or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

7.2 We control and operate this website from our offices in Los Angeles, California. We do not represent that materials on the site are appropriate or available for use outside of Los Angeles, California. Persons who choose to access this site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## **8. ENTIRE AGREEMENT**

These terms and conditions constitute the entire agreement with respect to use of the website and supersede any and all previous agreements, either verbal or written, with respect to the use of this website.

## **9. CONTACT DETAILS**

Any inquiries concerning these terms and conditions of use should be directed to [info@stylefiledaily.com](mailto:info@stylefiledaily.com)

## **10. PRIVACY POLICY**

Style FILE is committed to protecting your privacy and security and have explained in detail the steps we take to do so. We urge you to read our Privacy Policy. ([LINK](#))

## **11. DISCLAIMER/EDITORIAL POLICY**

11.1 Style FILE content is strictly opinion-based information. While we carefully check our facts, we will from time to time succumb to human-errors including spelling, typing errors, intent, and rumor.

11.2 Style FILE may at times engage in affiliate programs through which fashion companies sell product through links provided on the website in exchange for a commission of varied percentages for product sales directed from the website. We emphasize that such programs do not dictate editorial content whatsoever—we would never say we liked something in exchange for money or gifts. Editorial integrity is important to Style FILE and anything you see or read on the website is there based solely on our own opinions.

## **12. COPYRIGHT NOTICE**

All contents of the website are:  
Copyright © Style FILE LLC 2010.

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