



## **Terms and Conditions**

### **Agreement between User and <https://www.professionalsoonly.shop>**

Welcome to <https://www.professionalsoonly.shop>. The <https://www.professionalsoonly.shop> website (the "Site") is comprised of various web pages operated by Professionals Only A Consignment Shop ("Professionals Only"). <https://www.professionalsoonly.shop> is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). your use of <https://www.professionalsoonly.shop> constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

<https://www.professionalsoonly.shop> is an E-Commerce Site.

The main purpose of this website is to sell professional style, men and women, second-hand clothing to customers on the internet. Professional style, second-hand clothing, includes shirts, pants, pant suits, jackets, skirts, and many other types of clothing that is commonly appropriate in an office or corporate workforce environment. This website also sells accessories. Accessories include scarfs, belts, socks, stockings, and shoes in which is commonly appropriate in an office or corporate workforce environment. To add, this website offers a booking service in which internet users can schedule and manage their appointment online with Professionals Only, travel to 2736 East Henrietta Road, Henrietta, NY 14467, to physically sell his or her clothes in person.

### **Privacy**

your use of <https://www.professionalsoonly.shop> is subject to Professionals Only's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting <https://www.professionalsoonly.shop> or sending emails to Professionals Only constitutes electronic communications. you consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your Account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. you may not assign or otherwise transfer your account to any other person or entity. you acknowledge that Professionals Only is not responsible for third party access to your account that results from theft or misappropriation of your account. Professionals Only and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

### **Children Under Thirteen**

Professionals Only does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use <https://www.professionalsoonly.shop> only with permission of a parent or guardian.

### **Links to Third Party Sites/Third Party Services**

<https://www.professionalsoonly.shop> may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Professionals Only and Professionals Only is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Professionals Only is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Professionals Only of the site or any association with its operators.

Certain services made available via <https://www.professionalsoonly.shop> are delivered by third party sites and organizations. By using any product, service or functionality originating from the <https://www.professionalsoonly.shop> domain, you hereby acknowledge and consent that Professionals Only may share such information and data with any third party with whom Professionals Only has a contractual relationship to provide the requested product, service or functionality on behalf of <https://www.professionalsoonly.shop> users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

you are granted a non-exclusive, non-transferable, revocable license to access and use <https://www.professionalsoonly.shop> strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Professionals Only that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. you may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. you may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

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You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Professionals Only content is not for resale. your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. you will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Professionals Only and the copyright owner. you agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Professionals Only or our licensors except as expressly authorized by these Terms.

If you are a copyright or trademark owner (or authorized to act on behalf of the copyright or trademark owner) and believe that your work's copyright or trademark has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

1. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work or trademark claimed to have been infringed, or, if multiple copyrighted works or trademarks at a single online site are covered by a single notification, a representative list of such works at that site;
3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
5. a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and
6. a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Professionals Only will investigate all notices of copyright and trademark infringement and take appropriate actions under the DMCA. However, inquiries that do not follow the procedure outlined above may not receive a response. If you would prefer to mail us this information, please state that in your initial communication with us at the email address above.

### **International Users**

The Service is controlled, operated and administered by Professionals Only from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. you agree that you will not use the Professionals Only Content accessed through <https://www.professionalsonly.shop> in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

you agree to indemnify, defend and hold harmless Professionals Only, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Professionals Only reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Professionals Only in asserting any available defenses.

**Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

**Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Professionals Only agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. PROFESSIONALS ONLY A CONSIGNMENT SHOP AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

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#### **Termination/Access Restriction**

Professionals Only reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of New York and you hereby consent to the exclusive jurisdiction and venue of courts in New York in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

you agree that no joint venture, partnership, employment, or agency relationship exists between you and Professionals Only as a result of this agreement or use of the Site. Professionals Only's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Professionals Only's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Professionals Only with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Professionals Only with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Professionals Only with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement

to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

**Changes to Terms**

Professionals Only reserves the right, in its sole discretion, to change the Terms under which <https://www.professionalsoonly.shop> is offered. The most current version of the Terms will supersede all previous versions. Professionals Only encourages you to periodically review the Terms to stay informed of our updates.

**Contact Us**

Professionals Only welcomes your questions or comments regarding the Terms:

Professionals Only A Consignment Shop  
2736 East Henrietta Road  
Henrietta, New York 14467

Email Address: [professionalsconsignment@gmail.com](mailto:professionalsconsignment@gmail.com)

Telephone number: (585) 210-0037

Effective as of June 13, 2020