

Loved Above Terms and Conditions

Agreement between User and thelovedabove.com

Welcome to thelovedabove.com. The thelovedabove.com website (the "Site") is comprised of various web pages operated by Loved Above ("LA"). thelovedabove.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of thelovedabove.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

thelovedabove.com is an E-Commerce Site.

Loved Above is a registered trademark brand that sells cropped top shirts, shirts, or clothing and lipstick, nail polish/cosmetics etc. LA brand focuses on 1 mission to make the buyer feel loved and encourages the buyer to share love with others.

Privacy

Your use of thelovedabove.com is subject to LA's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting thelovedabove.com or sending emails to LA 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 LA is not responsible for third party access to your account that results from theft or misappropriation of your account. LA 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

LA 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 thelovedabove.com only with permission of a parent or guardian.

Product Availability

Loved Above strives to present products that are available for purchase. Due to high demand, however, there are times when products are not available or sold out. We do our absolute best to replenish sold out items as soon as we can. When an item is no longer available, we will endeavor to remove that item from the website.

Cancellation/Refund Policy

Premium Quality Guarantee

We care about you and the planet. We believe that building the future requires us to look after the needs of both in a responsible and ethical way. That's why we stand behind all of the products we produce for you, ensuring everything is made, cut, and hand-finished with the utmost care and accuracy. We only work with certified suppliers with the highest level of ethics, compliance, and social track records. It's our commitment to doing business. Plus, we want to make sure you are satisfied – if there's a production flaw, we're committed to providing solutions you'll be happy with.

How do I report a problem with my order?

If there is a problem with the delivered product like printing error, sewing defects, damage, etc., please contact our Customer Care within 30 days of product delivery at lovedabove1@gmail.com. Please describe the quality issue when submitting a return request. You may be required to upload some photos of the items as the case may be. Our Team will do everything possible to rectify the issue and provide the most suitable solution for you.

What's the Return & Refund Policy?

At Loved Above, we are proud to deliver premium quality products to our customers. If the product you received does not meet the quality standards and specifications stated on our website, we will replace the item or refund you. Please be aware that since our products are made to order, we cannot accept returns or exchanges if your customer ordered the wrong size, color or simply doesn't like the product. If there is a quality problem with the product you have received, please contact our Customer Care within 15 days of product delivery at LovedAbove1@gmail.com or 415-364-8736. We offer free replacements or a refund for damaged products or manufacturing errors. If there is any problem with your order, please reach out to our Customer Care first. We will not be able to process any returned items without a return request authorized by our Customer Care team.

After the refund request is approved, it takes 3-5 working days for our teams to process it. The amount of time varies based on the original payment method. If you paid with a bank account or your PayPal balance, refunds could take 3-5 days. If you paid with a credit or debit card, refunds could take up to 30 days (based on the card company).

Loss and Cancellation

While Loved Above strives to ship items on a timely basis, issues may arise that will delay the shipment of your order. Any issues that our out of Loved Above's hands, meaning once the package has left Loved Above warehouses, including items getting lost, tracking not being updated on the delivery company website, etc., must be communicated directly with the delivery company. Loved Above is not responsible for lost packages, delayed delivery, including weather issues, etc. Title and risk of loss for all merchandise ordered by you will pass to you on our delivery to the shipping carrier. We reserve the right to cancel any order for any merchandise for any reason.

For cosmetics (lipsticks, lip scrubs, lip conditioners) you acknowledge and agree that goods

produced by us for you are bespoke, custom-made goods. Other than where goods are faulty, you have no right to cancel any order or return any goods and all orders are final.

Links to Third Party Sites/Third Party Services

thelovedabove.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of LA and LA 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. LA is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by LA of the site or any association with its operators.

Certain services made available via thelovedabove.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the thelovedabove.com domain, you hereby acknowledge and consent that LA may share such information and data with any third party with whom LA has a contractual relationship to provide the requested product, service or functionality on behalf of thelovedabove.com users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use thelovedabove.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to LA 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.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of LA or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

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. LA 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 LA 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 LA or our licensors except as expressly authorized by these Terms.

Use of Communication Services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to

enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; 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; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

LA has no obligation to monitor the Communication Services. However, LA reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. LA reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

LA reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in LA's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. LA does not control or endorse the content, messages or information found in any Communication Service and, therefore, LA specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized LA spokespersons, and their views do not necessarily reflect those of LA.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Materials Provided to thelovedabove.com or Posted on Any LA Web Page

LA does not claim ownership of the materials you provide to thelovedabove.com (including

feedback and suggestions) or post, upload, input or submit to any LA Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting LA, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. LA is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in LA's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Technical Issues

You, as a visitor to and a user of thelovedabove.com agree that your access will be subject to the terms and conditions set forth on this website and that access is accepted at your own risk. Loved Above shall not be liable for damages or failed order of any kind related to your use of or inability to access this website.

Given the unpredictability of technology and the online environment, Loved Above does not warrant that the function or operation of this website will be uninterrupted or error-free, that defects will be corrected, or that this site or the server that makes it available will be free of viruses or other harmful elements. As a visitor to and user of this website, you must assume full responsibility for any costs associated with servicing of equipment used in connection with the use of our site.

Mobile Messages Service

The Loved Above mobile message service (the "Service") is operated by Loved Above ("Loved Above or LA", "we", or "us"). Your use of the Service constitutes your agreement to these terms and conditions ("Mobile Terms"). We may modify or cancel the Service or any of its features without notice. To the extent permitted by applicable law, we may also modify these Mobile Terms at any time and your continued use of the Service following the effective date of any such changes shall constitute your acceptance of such changes.

We do not charge for the Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message and data rates may apply.

Text messages may be sent using an automatic telephone dialing system or other technology. Your consent to receive autodialed marketing text messages is not required as a condition of purchasing any goods or services. If you opt into Marketing messages, you will receive marketing and

promotional messages including cart reminders. If you opt into Updates messages, you will receive order updates, account alerts, and other account related information. Both services will be sent from Loved Above via text messages through your wireless provider to the mobile number you provided.

Message frequency varies. Text the single keyword command STOP to the short code to cancel at any time. You'll receive a one-time opt-out confirmation text message. If you have subscribed to other Loved Above mobile message programs and wish to cancel, except where applicable law requires otherwise, you will need to opt out separately from those programs by following the instructions provided in their respective mobile terms. For Service support or assistance, contact us at lovedabove1@gmail.com or 415-364-8736.

We may change any short code or telephone number we use to operate the Service at any time and will notify you of these changes. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages.

The wireless carriers supported by the Service are not liable for delayed or undelivered messages. You agree to provide us with a valid mobile number.

You agree to indemnify, defend, and hold us harmless from any third-party claims, liability, damages or costs arising from your use of the Service or from you providing us with a phone number that is not your own.

To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the Service, any errors in such information, and/or any action you may or may not take in reliance on the information or Service.

If you have any questions regarding privacy, please read our privacy policy.

Legal

Visitors to thelovedabove.com agree that their use of and presence on the site is at their own risk. The website is provided "as is" without warranty of any kind (express or implied). Loved Above does not endorse nor shall they be responsible or liable for the accuracy or effect of any opinion, statement, or advice made on thelovedabove.com or its social media handles by anyone other than authorized Loved Above personnel acting in such capacity as content made available on the website or its social media handles may contain or represent the opinions and judgments of others, such as users.

This liability disclaimer applies to any damages or injuries that may have been caused by the Loved Above website, including, without limitation, those damages or injuries occurring as a result of any omission, error, failure of performance, computer bug/virus, interruption, deletion, or any other cause of action in the content available on the Loved Above website. Loved Above does not

guarantee: (1) that any portion of the Loved Above website will be free of computer bugs, viruses or any other destructive properties; or (2) that access to the Loved Above website will be uninterrupted or free of error.

Loved Above does not make any representations of or warrant the use or the results of use of the materials available on the Loved Above website.

Regardless of the form of action, whether in contract, tort or otherwise, in no event will Loved Above, including, without limitation, their respective shareholders, directors, officers, personnel, employees, successors, and assigns, be liable to any party for: (i) any damages arising in any way out of the use or inability to use, reliance on, or otherwise of the Loved Above website, even if Loved Above has been advised of the presence or possibility of such damages; or (ii) any claim attributable to errors, omissions, or other inaccuracies in or destructive properties of the Loved Above website.

International Users

The Service is controlled, operated and administered by LA 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 LA Content accessed through thelovedabove.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless LA, 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. LA 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 LA 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.

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. LOVED ABOVE AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

LOVED ABOVE AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. LOVED ABOVE AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LOVED ABOVE AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF LOVED ABOVE OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

LA 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 District of Columbia and you hereby consent to the exclusive jurisdiction and venue of courts in the District of Columbia 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 LA as a result of this agreement or use of the Site. LA's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of LA'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 LA 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 LA with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and LA 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

LA reserves the right, in its sole discretion, to change the Terms under which thelovedabove.com is offered. The most current version of the Terms will supersede all previous versions. LA encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

LA welcomes your questions or comments regarding the Terms:

Loved Above
California 94103

Email Address:
lovedabove1@gmail.com

Telephone number:
415-364--8736

Effective as of March 02, 2023