

Terms of Use

QUEENLIAH, grants you access to its website, accessible via www.QUEENLIAH.com as a convenience to you, based on your acceptance of the terms, conditions and notices contained herein (the "terms of use") (together with our cookie policy, privacy policy, and any other documents referred to herein). For the purposes of these Terms of Use, "content" means, collectively, any text, images, graphics, software, source code, apps, specifications, audio files, videos, articles, trademarks, logos, and other information or content available through the website that is not submissions (as that term is defined below), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such content.

1. Acceptance of Terms.

Please read these Terms of Use and QUEENLIAH's Privacy Policy carefully. By using our site on any device including a computer, mobile phone, tablet, console, or other devices, you agree to these Terms of Use, and you consent to the collection, use, and disclosure of information as described in these Terms of Use and our Privacy Policy. If you do not agree to these terms of use and the privacy policy, you must exit the site immediately and discontinue any use of the site and any of the content. Your use of the website shall be deemed to be your agreement to abide by each of the terms set forth below. QUEENLIAH can change these terms at any time by posting updated terms of use on the website or by sending registered users an email notice of the changes. If any modification is unacceptable to you, you shall immediately cease using the site. If you do not cease using the website, you will be deemed to have accepted the change. These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with QUEENLIAH or its affiliates for other products or services.

Also, kindly note that you are expected to check this page from time to time to take note of any changes QUEENLIAH has made, as they are binding on you.

These Terms of Use were updated as of June 01, 2021.

2. Use and Restrictions.

The QUEENLIAH website may be accessed and used only by individuals who can form legally binding contracts under applicable laws, who are 18 years of age or older, and who are not banned from using the Website under applicable laws.

The Site is provided solely as a convenience to you for non-commercial use. You may access and use the Site only in accordance with all applicable laws and regulations and with these Terms of Use. You acknowledge and agree that QUEENLIAH, in its sole discretion and without notice or any further obligation to users of the Site, may temporarily suspend or permanently discontinue and refuse any and all current and future, access to or use of the Website. Further, you agree that you will not:

- (a) Resell products purchased through the use of the Website, for commercial purposes;
- (b) Resell or make commercial use of the Website or Content therein;
- (c) Modify, distribute, transmit, display, perform, reproduce, publish, license, create derivative works of, transfer, or sell any Content;
- (d) Collect or use any product listings or descriptions;

- (e) Use any data mining, robots, or similar data collecting and extraction techniques from the Website;
- (f) Other than for your use of the Website as expressly permitted in these Terms of Use, access, or attempt to access any systems or servers on which the Website is hosted or alter Website in any way;
- (g) Copy headers, create a false identity, and/or manipulate identifiers in order to deceive others or disguise the origin of any Content or other information transmitted to or via the Website;
- (h) Use, frame, or utilize framing techniques to enclose any trademark, logo or other proprietary information belonging to QUEENLIAH (including images found at the Website, the content of any text or the layout/design of any page or form contained on a page) without QUEENLIAH's express written consent; or
- (i) Use any Meta tags or any other "hidden text" utilizing QUEENLIAH's name, trademark, logo, or product name without QUEENLIAH's express written consent.

Any unauthorized use of the Website will terminate the permission or a license granted by these Terms of Use will result in you being restricted from use of the Website, and may violate applicable law including copyright laws, trademark laws, and communications regulations and statutes.

3. Copyright

The Content of the website and the selection and arrangement of the content, are the sole property of QUEENLIAH and/or its licensors and are protected by patent, copyright, trademark, and other intellectual property laws and may not be used except in accordance with these Terms of Use or with QUEENLIAH's express written consent. Other than as necessary for your use of the Website in accordance with these Terms of Use, QUEENLIAH grants no other privileges or rights in the Content to you, and you must keep intact all patent, copyright, trademark and other proprietary notices on the Content. Any Content owned by QUEENLIAH's licensors may be subject to additional restrictions. Except as expressly provided in these Terms of Use, any part of the Website and Content should not be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way to any other computer, server, Web site, smartphone, tablet, or any other medium for publication or distribution or for any commercial enterprise, without QUEENLIAH's expressed prior written consent.

If you print, copy or download any part of the Website in breach of these Terms of Use, your right to use the Website will cease immediately and you must return or destroy any copies of the materials you have made. You must not modify the paper or digital copies of any materials you have printed or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences, or any graphics separately from any accompanying text. QUEENLIAH's status and that of any identified contributors as the authors of material on the Website must always be acknowledged.

4. Trademark

All trademarks, service marks, trade names, logos, and trade dress, whether registered or unregistered (collectively the "Marks") that appear on the Website are proprietary to QUEENLIAH or such Marks' respective owners. You may not display or reproduce the Marks other than with the prior written consent of QUEENLIAH, and you may not remove or otherwise modify any trademark notices from any Content. These Marks are protected by trademark, trade dress, copyright, and other intellectual property rights and laws of unfair competition.

Additionally, all page headers, graphics, button icons, and scripts of QUEENLIAH or their respective owners may not be copied, imitated, or used, in whole or in part, without the prior written approval of QUEENLIAH.

5. Copyright and Trademark Infringements

Notification:

QUEENLIAH respects the intellectual property rights of others, and we ask you to do the same. When necessary, QUEENLIAH may, terminate services and/or access to the Website for users who infringe the intellectual property rights of others, in appropriate circumstances, and at our sole discretion. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Website, please provide QUEENLIAH's designated agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. §512 ("DMCA"):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
- 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 at the Website, and information reasonably sufficient to permit QUEENLIAH to locate the material.
- Information reasonably sufficient to permit QUEENLIAH to contact you as the complaining party, such as an address, valid telephone number, and, if available, a valid electronic mail address at which you may be contacted.
- 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 and/or trademark owner, its agent, or the law.
- 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.

QUEENLIAH's agent for notice of claims of copyright or trademark infringement on the Website can be reached as follows:

By email: info@QUEENLIAH.com

PHONE : +1 626 977 6970

Attention: Manager - Brand Protection

Address: QUEENLIAH, 11741, Glenoaks BLVD, San Fernando, CA, 91340, USA

Please also note that for copyright infringements under Section 512(f) of the U.S. Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

6. Your Account

If you purchase products or services through your account using the Website, you must create an account with QUEENLIAH. You are solely responsible for:

- (i) Maintaining the security and confidentiality of your account and your account password;
- (ii) Restricting access to your computer and your account; and
- (iii) Keeping your email address listed on your account current. You are solely responsible and liable for all activities, including, but not limited to, all purchases of products and services through the Website that occurs under your account or your account password.

You agree to immediately notify QUEENLIAH of any unauthorized use of your password or account or any other breach of security by contacting us immediately. We have the right to disable any account or password at any time, for any reason.

Also, you acknowledge and agree that QUEENLIAH may, access, preserve, and disclose your account information, all Submissions (as defined below), all communications to and from you, all information relating to your use of the Website, and all information relating to the use of the Website under your account or account password if QUEENLIAH is required to do so by law or legal process or if QUEENLIAH determines, in its sole discretion, that such action is necessary to protect the rights of QUEENLIAH, third parties, and other users of the Website or for purposes of responding to your request for customer service. QUEENLIAH's right to disclose any such information shall govern over any terms of our Privacy Policy.

7. Electronic Communications

You agree to receive electronic communications from QUEENLIAH either in the form of an email sent to you at the email address listed on your account or by communications posted on the Website for any purpose. Furthermore, you acknowledge and agree that any electronic communication in the form of such email or posting on the Website shall satisfy any legal requirement that such communication be in writing.

You agree that QUEENLIAH may use and/or disclose information consistent with its Privacy Policy.

8. Submissions

You accept that you are responsible for the information, profiles, goals, opinions, messages, comments, photos, videos, product or services feedback or ideas and any other content or material that you submit, upload, post or otherwise make available on or through the Website (each known as a "Submission") and through the services available in connection with the Website and Apps, and that you, and not QUEENLIAH, have full responsibility for each such Submission you make, including its legality, reliability, appropriateness, and trademark, copyright, and other intellectual property ownership. Before making any Submission, you must ensure that either you own all intellectual property rights or you are in a position to grant a License to QUEENLIAH. You represent that the posting and use of your Submission on or through the Service does not violate, misappropriate or infringe on the rights of any third party,

including, without limitation, privacy rights, publicity rights, copyrights, trademark, and/or other intellectual property rights; You agree to pay for all royalties, fees, and any other monies owed by reason of the submission you post; and you have the legal right and capacity to enter into these Terms of Use in your jurisdiction.

Unless it is explicitly stated in the Terms of Use or in the QUEENLIAH Privacy Policy, you agree that any Submission provided by you in connection with the Website is provided on a non-proprietary and non-confidential basis.

You agree that QUEENLIAH is free to use a Submission for the purpose of providing you and others with the use of the Website and its functionality and providing you with the associated products and services, and, unless the rights in such submission are assigned to QUEENLIAH under these Terms of Use, you grant QUEENLIAH a sub-licensable, transferable, perpetual, non-exclusive, worldwide, royalty-free license ("License") to (in any media, whether now known or not currently known or invented) link to, utilize, use, publicly perform, publicly display, reproduce, distribute, edit, adjust, alter and prepare derived works of the Submission.

In addition, to the extent, any Submission contains your or any other person's name, likeness, voice, or biographical information ("Personal Rights"), you must comply with any applicable legislative requirements and hereby grant and will cause such other person to grant to QUEENLIAH a License to (in any media, whether now known or not currently known or invented) exploit or use such Personal Rights for any advertising or marketing of QUEENLIAH products and services (in any media). Subject to the licenses granted in these terms of use, you retain ownership of any intellectual property rights (including copyrights) in your submissions.

When submitting Submissions to or otherwise using the Website and/or the services, you agree not to, without limitation:

- i. Use the Website in a manner that uses technology or other means to access the Website or other content that is not authorized by QUEENLIAH;
- ii. Use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of content.
- iii. Take any action that imposes or may impose (in QUEENLIAH's sole discretion) an unreasonably or disproportionately large load on QUEENLIAH's infrastructure;
- iv. Attempt to gain unauthorized access to QUEENLIAH computer network or user accounts;
- v. Encourage behavior that would constitute a criminal offense or that contributes rise to civil liability;
- vi. Attempt to damage, disable, overburden, or impair QUEENLIAH servers or networks;
- vii. Fail to comply with applicable third party terms;
- viii. Offend, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- ix. Use racially, ethnically, or otherwise offensive language;
- x. Discuss or provoke illegal activity;
- xi. Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated);
- xii. Post anything that exploits children or minors or that illustrates cruelty to animals;
- xiii. Post any copyrighted, trade secret, proprietary, patented proprietary or trademarked materials without the express permission from the owner of such rights; post any person's name, likeness, voice or biographical information without the expressed consent from such person (or if that person is a minor, from that person's parent or legal guardian);

- xiv. Circulate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes, or any other form of such solicitation;
- xv. Use any robot, spider, scraper, or other automated means to access the Website or Apps; and
- xvi. Change the opinions, goals, profiles, or comments posted by others on the Website.

This list of prohibitions provides examples and is not complete or exclusive. QUEENLIAH reserves the right in its sole discretion to:

- (a) Terminate your access to your account;
- (b) Dismiss your ability to post to the Website or Apps (or the services) and
- (c) Refuse, delete, modify, edit or remove any Submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that QUEENLIAH determines is inappropriate or disruptive to this Website or to any other user of the Website, Apps, and/or services.

QUEENLIAH may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at QUEENLIAH's discretion, QUEENLIAH will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Website, Apps or on the Internet.

QUEENLIAH takes no responsibility and assumes no liability for any Submissions posted or uploaded by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or the profanity you may encounter. As a provider of interactive services, QUEENLIAH is only a forum and is not liable for any statements, representations, or Submissions provided by its users in any public forum or personal home page.

These prohibitions do not require QUEENLIAH to monitor, police, or remove any Submissions or other information submitted by you or any other user.

QUEENLIAH prohibits crawling, scraping, caching, or otherwise accessing any content on the Website via automated means, including but not limited to, user profiles and photos (except as may be the result of standard search engine protocols or technologies used by a search engine with QUEENLIAH's express consent).

It is QUEENLIAH's policy not to accept or consider content, information, ideas, suggestions, or other materials other than those we have specifically requested and to which certain specific terms, conditions, and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing independently. Therefore, QUEENLIAH does not accept unsolicited materials or ideas, and takes no responsibility for any materials or ideas transmitted as mentioned above. If you choose to send us content, information, ideas, suggestions, or other materials despite our policy, you further agree that QUEENLIAH is free to use any such content for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.

9. Modifications

Any Content offered or posted on the Website is subject to modification or discontinuation at any time and from time to time without notice or obligation to you. Without limiting the foregoing, QUEENLIAH reserves the right to charge fees for the use or purchase of, or access to, any products, services or Content offered through the Website at any time and from time to time, in its sole discretion.

10. Indemnification

You agree to defend, indemnify and hold harmless QUEENLIAH, its affiliates and their respective directors, officers, employees, and agents against any losses, liabilities, claims, expenses (including attorney's fees) arising as a result of:

- (i) Your Submission or your access to or use of the QUEENLIAH Website;
- (ii) Your breach or alleged breach of these Terms of Use;
- (iii) Your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right;
- (iv) Your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or
- (v) Any misrepresentation made by you.

This means that you will be responsible for any loss or damage we (QUEENLIAH) suffer as a result of your breach of these Terms of Use.

11. Links to Third Party Website

QUEENLIAH Website may contain links to the site and other resources operated by third parties other than QUEENLIAH. Such links are provided solely as a convenience to you and note that QUEENLIAH does not control such websites, and is not responsible for the content, products, services, or information offered by any third parties. Also, the inclusion of such links to other third-party websites on the QUEENLIAH Website does not imply any endorsement of those sites or the content, products, or services offered, advertised, endorsed, or promoted by any third party, or of any company or person. If you decide to access any third-party website or acquire any third-party products or services, you do so entirely at your own risk, and you may be subject to the terms and conditions and the privacy policies imposed by such third parties. Therefore, you do not hold QUEENLIAH liable for any losses you make.

12. Linking to the Website

You may link to our website, provided you do so in a way that it is fair and legal and does not cause any damage to our reputation or take advantage of it. However, you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. We (QUEENLIAH) reserve the right to withdraw linking permission without notice, for any or no reason. The website from which you are linking must comply in all respects with these Terms of Use.

13. Viruses, Hacking and Other Offenses

You must not misuse our Website by knowingly introducing viruses, Trojans, worms, logic bombs, or other material which is malicious or technologically harmful to the website. You must not attempt to gain unauthorized access to our Website, the server on which our site is stored, or any server, computer, or database connected to our Website. You must not outbreak our Website via a denial of service attack or distributed denial of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.

14. Warranties and Disclaimer

The site, submissions, and any content provided via the website, including links, are provided on an "as is" and "as available" basis with no warranty of any kind. To the maximum extent permitted by law, QUEENLIAH disclaims all representations, warranties and conditions expressed or implied, with respect to the site, apps, submissions, the content and any products or services, including, without limitation, warranties or conditions of merchantable quality, merchantability, durability, fitness for a particular purpose, title, non-infringement, freedom from errors, omissions, computer viruses, or other malicious or unauthorized code or programs, and implied warranties or conditions arising from the course of dealing or course of performance. In addition, QUEENLIAH does not represent or warrant that the site, apps, submissions, content or any products, services or any other information accessible via the site or apps is secure, accurate, complete or current or that any particular products or inventory will be available at any particular store. As a condition of your use of the site and apps, you warrant to QUEENLIAH that you will not use the website and/or apps for any purpose that is unlawful or prohibited by these terms of use

Nothing in these Terms of Use shall affect your legal rights under applicable consumer laws.

In addition, the website may contain typographical errors or inaccuracies and may not be complete or current. QUEENLIAH, therefore, reserves the right to correct any errors, inaccuracies, or omissions (including after an order has been submitted) and to change or update information at any time without prior notice. Please note that such errors, inaccuracies, or omissions may relate to pricing and availability, and to the extent permitted by applicable law, QUEENLIAH reserves the right to cancel or refuse to accept any order placed based on incorrect pricing or availability information.

Minor differences in color and other variations in products are possible as a result of different IMAGE ACQUISITION, display technologies, or other technical reasons. QUEENLIAH is not liable for these variants and deviations.

In addition, if an item becomes unavailable for whatever reason after an order is accepted, QUEENLIAH may terminate the order by giving you written notice. In such an event, QUEENLIAH will contact you to arrange for a refund or provision of credit against a future purchase.

15. Limitation of Liability

QUEENLIAH and its officers, directors, employees, agents, suppliers, licensors and third-party partners will not be liable for any indirect, special, punitive, incidental, exemplary, multiplied or consequential damages lost profits or revenues or failure to realize expected savings or any damages whatsoever, whether or not such party has been previously advised of the possibility of such damages, whether under contract, tort (including negligence) or any other theory, including, without limitation, arising out of or in connection with any loss or other damages in connection with any unavailability or nonperformance of the site, errors, omissions, viruses and malicious code, unless such loss or damages are caused directly by QUEENLIAH's fraud, recklessness, gross negligence, or negligence. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy. You agree to fully and forever release and discharge QUEENLIAH from any and all claims or causes of action you may have for damages relating in any way to your use of the Platform.

You agree that from time to time we may remove the services of QUEENLIAH website for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the website is at your sole risk. All products and services delivered to you through the QUEENLIAH website are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

16. Severability

In the event that any provision of these Terms of Use is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

QUEENLIAH may assign its rights and duties under these Terms to any party at any time without notice to you unless notice to you is required by applicable law, but this will not affect your rights or our obligations under these Terms. QUEENLIAH's failure to insist upon or enforce strict performance of these Terms is not a waiver of any of these Terms or QUEENLIAH's rights. You should always assume these Terms apply.

17. Governing Law

All litigation, court proceedings, arbitration proceedings, mediation proceedings, lawsuits, court hearings, and other hearings or actions initiated in connection with the Website and/or the Content must and will be taking place exclusively in California, USA. These Terms of Use and the relationship between you and QUEENLIAH will be governed by the laws of the USA, without giving effect to principles of conflict of laws of any jurisdiction.

18. Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Use are effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny your access to our Services (or any part thereof).

19. Miscellaneous

If any provision of these Terms of Use is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect the effectiveness or validity of any provision in any other jurisdiction, and these Terms of Use will be reformed, construed, and enforced in such jurisdiction as if such provision had never been contained herein. Any headings or titles herein are for convenience only.

20. Language

The official language of these Terms of Use exclusively shall be, and all communications and agreements between QUEENLIAH and you and any proceedings in connection with these Terms of Use and/or your use of the Website, exclusively shall be made in, the English language. QUEENLIAH and you waive any rights we may have under any other law to have these Terms of Use written in another language and any translation of this Terms of Use will be for convenience only.

21. No Partnership

You agree that no joint venture, partnership, employment, or agency relationship exists between you and QUEENLIAH as a result of these Terms of Use, our Privacy Policy or any use of the Website. QUEENLIAH's performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use or our Privacy Policy is in derogation of QUEENLIAH's right to comply with law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by QUEENLIAH with respect to such use.

22. Entire Agreement

These Terms of Use, Cookie Policy, and our Privacy Policy constitute the entire agreement between you and QUEENLIAH with respect to the Website, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and QUEENLIAH with respect to the Website and Apps.

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

QUESTIONS OR CONCERNS

If you have any concerns about material that appears on QUEENLIAH Website, please contact us by emailing us at: INFO@QUEENLIAH.COM or by writing to us at:

QUEENLIAH, 11741, Glenoaks BLVD, San Fernando, CA, 91340, USA.