

RENTAL AGREEMENT

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These terms and conditions are a legal agreement between you (“You” or “Your”) and Rent frock Repeat, Inc., with offices at 35 Golden Ave, Suite 102, Toronto, ON M6R 2J5 (“Rent frock Repeat,” “we”, “us”, or “our”), establishing terms and conditions under which You will submit information to, and rent dresses (a “Product(s)”) and receive related services (“Services”) from, Rent frock Repeat via our website at www.rentfrockrepeat.com (the “Website”).

BEFORE YOU CLICK ON THE “I ACCEPT” BUTTON, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY CLICKING ON THE “I ACCEPT” BUTTON OR ORDERING THE PRODUCTS, delivery date, no refund will be provided, but store credit in the full amount of the order will be provided.

YOU ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “I DO NOT ACCEPT” BUTTON AND YOU WILL NOT BE PERMITTED TO RENT THE PRODUCTS. WE RESERVE THE RIGHT TO CHANGE THE TERMS OF THIS AGREEMENT IN THE FUTURE AND ANY CHANGES WILL APPLY TO THE RENTAL OF ANY PRODUCTS AFTER THE DATE OF SUCH CHANGE.

1. GENERAL; RENTAL NOT PURCHASE; ADULT AGREEMENT REQUIRED

This Agreement contains all the terms and conditions governing Your rental of Products from Rent frock Repeat via the Website from time to time. You agree that Your general use of our Website, other than rental orders as set forth in this Agreement, is subject in all respects to our Website Terms and Conditions of Use available at Terms & Conditions and Privacy Policy at Privacy, as such terms may change from time to time. No other terms or conditions (preprinted or otherwise) shall have any force or effect. You agree and acknowledge that You are renting the Products and that ownership of the Products remains with Rent frock Repeat at all times. Our Products may be rented for use by adults over the age of 18 years, using a valid credit card or other approved payment method. If You are under 18 years of age, a parent or legal guardian may accept these terms and conditions on Your behalf and for Your benefit provided that payment is made to us upon acceptance of the terms by the parent or guardian. We currently and generally limit the number of Products that can be rented by You and our other customers to four (4) at any time.

2. RENTAL FEES: CREDIT CARD AUTHORIZATION and CANCELLATIONS

The rental fee (“Rental Fee”) for the Products will be the rental fee, insurance charges and delivery charges listed on the Website in connection with Your rental of the Products. Upon Your order for a Product, You hereby authorize us to charge Your credit card for the Rental Fee. We will charge Your credit card the amount of the Rental Fee immediately upon Your rental order. A reservation of a Product on our Website is an order for the rental of that Product,

regardless of how far in advance that Product is reserved. In addition, at the time of Your order of a Product, You hereby authorize Rent frock Repeat to charge Your credit card for the entire original retail value of the Product (when new) set forth on the Website, plus sales taxes (“Retail Value”), provided that we will only charge the Retail Value in the circumstances set forth in Section 4 below. Rental Fees exclude all federal, provincial and local taxes, HST, fees, customs, duties, levies and other governmental assessments, all of which shall be paid by You directly or, if paid by Rent frock Repeat, shall be paid by You to Rent frock Repeat in connection with Your order for the rental. You may cancel Your order for Products at least thirty (30) days prior to the ordered delivery date, subject to the following cancellation fees: (i) for cancellations that are thirty (30) or more days in advance of such delivery date, no cancellation fee, and your credit card will be refunded; (ii) for cancellations that are less than thirty (30) days in advance of such delivery date, no refund will be provided, but store credit in the full amount of the order will be provided; (iii) for cancellations that are less than seven (7) days in advance of such delivery date, no refund or store credit will be provided.

3. OUR COMMITMENTS TO YOU

3.1 Delivery to You. We will deliver the Products You ordered, including the specified size, colour and design, on or before the date for which You ordered them, except to the extent we informed You in connection with Your order that the specific Product was not guaranteed. Products may appear different in colour and style than the photos displayed on our Website. Our liability to You for failure to deliver the Product as ordered is limited to the timely delivery of Product as ordered or a refund of the Rental Fee (excluding insurance and delivery charges) as determined by us. See Section 3.2(b) below.

3.2 Guarantees.

a. Return of Unworn Products Due to Size. If Your Product does not fit You, then You may return the Product to us within 24 hours (excluding Saturdays, Sundays and Holidays) of the date you received the Product by contacting us via email or phone and returning the Product in conformance with the return procedures in section 4.3 below (a “Sizing Return”). If the return envelope is postmarked within 24 hours of receiving the Product (excluding Saturdays, Sundays and Holidays) we will then issue you a refund for the full Rental Fee (less delivery charges) of the Product, so long as the Product, in our sole discretion, has not been worn.

b. First Rental of a Designer’s Product. In order to provide greater assurance that a Product from a new designer (i.e., one from whom You have not previously ordered a Product through Rent frock Repeat) will fit properly, You may opt to order a second size of the same Product at no charge, or a reduced charge, for the same days for which You rent the first size of that Product (a “Backup Size”), subject to availability. In such event, the Backup Size must be returned together with the Product with which it was ordered. These terms and conditions shall apply to the Backup Size just as to any other Product, including without limitation the requirements of Section 2 and Section 4; provided that:

i. section 3.2(a) will not apply to a Product or Backup Size unless both the Product and the Backup Size are returned together in conformance with Sections 3.2(a) and 4; and,

ii. no credit will be issued to You for the Backup Size unless You were originally charged for it by us. We may discontinue the availability of Backup Sizes at any time.

c. **Second Styles.** If You order a Product hereunder, You may also order a Second Style (at the same or lower price tier as the first Product) for a reduced rate, as set forth on our Website, for the same time period that You order the first Product; provided that the sizing guarantees and credits under this Section shall not apply. We may discontinue the availability of Second Styles at any time.

3.3 Delivery: Clean and Ready to Wear. Your Products may be ordered and couriered to You on the same day for certain orders place by 12 p.m. in the Greater Toronto Area (GTA), subject to the additional delivery charge set forth on the Website. Otherwise, all deliveries outside of the GTA will be through Rent frock Repeat's shipping partners, which may change from time to time at the Company's discretion. The shipping method used will be at the discretion of Rent frock Repeat. The Products can be delivered to you until 8:00 p.m. on your rental start date. The Products will be professionally cleaned and delivered ready to wear. We dry clean and inspect each product with the utmost care, but use of the Product is at Your own risk and Rent frock Repeat shall not be held liable for any health-related complaints associated with a Product rented from our site.

3.4 Return Packaging. With delivery of the Product, we will provide You with a pre-paid, pre-addressed envelope, as well as instructions for Your use in returning the Products to Rent frock Repeat ("Return Packaging").

4. YOUR COMMITMENTS TO US; PAYMENT OF RETAIL VALUE

4.1 Receipt of the Products. Upon delivery, You bear responsibility for the Product(s). If, however, You opt to have Your Products delivered in Toronto by courier service, You agree to bear responsibility for receipt of Products shipped to the location specified at time of check out. You acknowledge that a Secure Shipping Address (defined herein) is highly recommended. A Secure Shipping Address is defined as a location where an individual can physically receive Product(s). In the event that an unsecure shipping address is provided, Rent frock Repeat does not bear liability for Products left unattended. Furthermore, You acknowledge that providing anything other than a Secure Shipping Address may result in delivery delays and additional delivery fees for which Rent frock Repeat is not to be held liable, but You will be held liable.

4.2 Use of the Products. You agree to treat the Products with great care. You are responsible for loss, destruction or damage to the Products due to theft, disappearance, fire, major stains or any other cause, other than normal wear and tear. Normal wear and tear encompasses minor stains, rips, missing beads, stuck zippers or other minor damage covered by the insurance You paid for with Your rental of the applicable Product. If You return a Product that is damaged beyond normal wear and tear, then You agree that we shall charge You, and You shall pay, for the price for repairing or replacing the Product, as determined in our discretion, up to the Retail Value for the Product.

4.3 Return of the Products and Extension Periods. You agree to return the Products to Rent frock Repeat in the Return Packaging provided or by dropping off in the showroom on the date set forth on the Website in connection with Your order. You may extend Your order for a

Product on the Website or by phone to Rent frock Repeat,: provided that any extensions are subject to other orders for that Product and to pre-payment of the additional Rental Fee applicable to that Product for the period of time of the extension. Return of the Product will be accomplished by You placing the Product in the Return Packaging in any appropriate Canadian Post Service mailbox or by returning it to the showroom directly by 12 p.m. on or before the date that the Product is due. If You return the Products late or not at all, a late fee of seven and a half percent (7.5%) of the Retail Value per day will be charged to You, and You agree to pay such fees up to the Retail Value of the Product. If You lose the Return Packaging, You will be responsible for purchasing a new TRACKABLE return label from your local Canada Post Service location and for contacting Rent frock Repeat by phone or email letting us know you are not sending it in the original return envelope.

4.4 Payment of Retail Value. We will not charge You for more than the Retail Value plus the Rental Value, in the aggregate, for any charges arising under this Section 4, excluding collection costs. If You pay us the full Retail Value under this Section 4 and You still possess the Product, the Product is Yours to keep, though on an “AS IS” basis without warranty of any kind. For the avoidance of doubt, the limitations of this clause shall not apply to the Rental Fee, which is charged separately from and in addition to any charges for the Retail Value pursuant to this Agreement.

4.5 Collections. If You do not pay the amounts You owe to us when due, then we will need to institute collection procedures. You agree to pay our costs of collection, including without limitation reasonable lawyers’ fees.

4.6 Removal. We reserve the right to terminate your right to rent Products from us at any time in the event of Your breach of this Agreement or for no reason or any other reason in our discretion.

4.7 Email. We will use the preferences and orders You provide on our Website to send You emails and other marketing materials for other Products. You may opt out of receiving those emails by emailing info@rentfrockrepeat.com.

5. DETAILS ON OUR COMMITMENTS TO YOU

5.1 Limited Warranty. The limited warranties set forth in Section 3 apply only to You, may be acted upon only by You, and may not be assigned, sold or transferred to any third party. No warranties are granted other than as set forth in Section 3. Our warranty herein shall not apply to any matters arising from violation of Your commitments set forth in Section 4 of this Agreement.

5.2 Remedies. Your sole and exclusive remedy and Rent frock Repeat’s sole and exclusive liability for a breach of Rent frock Repeat’s limited warranty shall be, at Rent frock Repeat’s option, Rent frock Repeat’s use of its commercially reasonable efforts to replace the non-conforming Product in a timely manner or a refund of Your Rental Fee (excluding insurance and deliver charges).

5.3 Disclaimers. THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE OR NON-INFRINGEMENT) WITH RESPECT TO THE PRODUCTS, THE SERVICES RELATED THERETO, OR THE USE OR RESULTS OF THE PRODUCTS OR SERVICES.

6. LIMITATION OF LIABILITY

6.1 NO INDIRECT DAMAGES. IN NO EVENT SHALL RENT FROCK REPEAT (OR ITS SUPPLIERS OR LICENSORS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS OR LOSS-OF-USE DAMAGES, ARISING OUT OF THE PRODUCTS OR SERVICES RELATED THERETO, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF RENT FROCK REPEAT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

6.2 LIMITED DIRECT DAMAGES. RENT FROCK REPEAT'S (AND ITS SUPPLIERS AND LICENSORS) AGGREGATE LIABILITY ARISING OUT OF PRODUCTS AND SERVICES RELATED THERETO, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE APPLICABLE RENTAL FEES PAID BY YOU FOR THE APPLICABLE PRODUCT AND/OR SERVICE.

6.3 USE OF RESULTS AT YOUR RISK. YOU ASSUME SOLE AND EXCLUSIVE RESPONSIBILITY AND LIABILITY FOR ANY CLAIMS AGAINST YOU AND/OR DAMAGES ARISING FROM USE OF THE PRODUCTS DURING YOUR RENTAL PERIOD.

7. MISCELLANEOUS

This Agreement constitutes the entire Agreement between You and Rent frock Repeat with respect to the subject matter hereof and is the final, complete, and exclusive statement of the terms of the Agreement, superseding all prior written and oral Agreements, understandings and undertakings with respect to the subject matter hereof. Modifications may be made only by Rent frock Repeat. We reserve the right to terminate or amend this Agreement at any time for any or no reason, effective upon notice to You of such termination or amendment. The waiver of any term or condition or any breach thereof shall not affect any other term or condition of this Agreement. The Agreement shall be governed by and construed in accordance with the laws of the province of Ontario, inclusive of its conflicts of laws principles. You shall not assign this Agreement without Rent frock Repeat's prior written consent. Termination of this Agreement will not relieve You of any payment obligations hereunder. Sections 1, 2, 3, 4, 5, 6 and 7 shall survive this termination of this Agreement according to their terms. If any provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of any authority having jurisdiction over this Agreement, the validity of the remaining portions or provisions hereof shall remain in full force and effect. Rent frock Repeat shall not be liable for failure to perform any of its obligations hereunder by reason that are beyond its reasonable control, including without limitation fire, earthquake, interruptions in supply, other natural disaster, war embargo, and/or riots or acts of terrorism.