

TERMS OF USE

Last updated: January 28, 2014

Welcome to Independence Day Clothing Company ("ID Clothing"). We provide website features to you subject to the following conditions. **If you visit or shop on our website, you accept these conditions.** Please read them carefully. In addition, when you use any current or future ID Clothing service or business, you will also be subject to the guidelines, terms and agreements applicable to such service or business.

Privacy

Please review our Privacy Policy, which also governs your visit to IndDayClothing.com, to understand our practices.

Electronic Communications

When you come to IndDayClothing.com or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Copyright

All content included on this site, such as text, graphics, logos, button icons, images, audio, data compilations, and software, is the property of ID Clothing or its content suppliers and protected by United States and international copyright laws. The compilation of all content on this site is the exclusive property of ID Clothing and protected by U.S. and international copyright laws. All software used on this site is the property of ID Clothing or its software suppliers and protected by United States and international copyright laws.

Trademarks

ID CLOTHING and other ID Clothing graphics, logos, page headers, button icons, scripts, and service names may be trademarks, registered trademarks or trade dress of ID Clothing in the U.S. and/or other countries. ID Clothing's trademarks and trade dress may not be used in connection with any product or service that is not ID Clothing's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits ID Clothing. All other trademarks not owned by ID Clothing that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by ID Clothing.

License and Site Access

ID Clothing grants you a limited license to access and make personal non-commercial use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of ID Clothing. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of ID Clothing. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of ID Clothing without express written consent. You may not use any meta tags or any other "hidden text" utilizing ID Clothing's name or trademarks without the express written consent of ID Clothing. Any unauthorized use terminates the permission or license granted by ID Clothing. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of ID Clothing so long as the link does not portray ID Clothing, or its products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any ID Clothing logo or other proprietary graphic or trademark as part of the link without express written permission. This limited, personal, non-commercial license does not give you any intellectual property or other ownership interest in ID Clothing's content and may be revoked by ID Clothing at any time, in ID Clothing's sole discretion.

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. ID Clothing does sell products for children, but it sells them to adults, who can purchase with a credit card. If you are under 18, you may use ID Clothing only with involvement of a parent or guardian. ID Clothing reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

Reviews, Comments, Communications, and Other Content

Where this site permits, visitors may post reviews, comments, and other content; send communications and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of content. ID Clothing reserves the exclusive right (but does not assume the obligation) to remove or edit such content for any reason or for no reason at all. However, ID Clothing does not regularly review posted content and shall not be responsible for editing or controlling any such content.

If you do post content or submit material, and unless we indicate otherwise, you grant ID Clothing a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant ID Clothing and its sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and

will not cause injury to any person or entity; and that you will indemnify ID Clothing for all claims resulting from content you supply. ID Clothing has the right but not the obligation to monitor and edit or remove any activity or content. ID Clothing takes no responsibility and assumes no liability for any content posted by you or any third party.

Copyright Complaints

ID Clothing respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us at Info@IndDayClothing.com.

Risk of Loss

All items purchased from ID Clothing are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

Product Descriptions

ID Clothing attempts to describe our products as accurately as possible. However, ID Clothing does not warrant that product descriptions, color, or other content of this site are accurate, complete, reliable, current, or error-free. If a product offered by ID Clothing itself is not as described, your sole remedy is to return it in unused condition.

Pricing

With respect to the merchandise sold by ID Clothing, we cannot confirm the price of an item until you order; however, we do NOT charge your credit card until after your order has entered the shipping process. Despite our best efforts, a small number of the items in our catalog may be mispriced. If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

Other Businesses

We may provide links to the sites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals or the content of their websites. ID Clothing does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. Access to other businesses' websites is at your own risk. You should carefully review their privacy statements and other conditions of use.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THIS SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE ARE PROVIDED BY ID CLOTHING ON AN "AS IS" AND "AS AVAILABLE" BASIS. ID CLOTHING MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE, INCLUDING THE ACCURACY THEREOF, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ID CLOTHING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ID CLOTHING DOES NOT WARRANT THAT THIS SITE; INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE; THEIR SERVERS; OR E-MAIL SENT FROM ID CLOTHING ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ID CLOTHING WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Applicable Law

By visiting ID Clothing, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the State of New York, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and ID Clothing.

Disputes

Certain portions of this Section are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and ID Clothing agree that we intend that this Section satisfies the "writing" requirement of the Federal Arbitration Act.

First—Try to Resolve Disputes. If any controversy, allegation, or claim arises out of or relates to the services, the content, your user submissions, or these conditions of use (collectively, "Dispute"), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if you have failed to provide us with this information or if such information is not current or accurate, then we have no obligation under this Section. Your notice to us must be sent to:

Independence Day Clothing Company
Lauren@IndDayClothing.com

For a period of 60 days from the date of receipt of notice from the other party, ID Clothing and you will engage in a good faith dialogue in order to attempt to resolve the Dispute, though nothing will require either you or ID Clothing to resolve the Dispute on terms with respect to which you and ID Clothing, in each party's sole discretion, are not comfortable.

Arbitration. If we cannot resolve a Dispute as set forth above within 60 days of receipt of the notice (or, where no notice address exists for you, after such Dispute arises), then either you or we may submit the Dispute to formal arbitration in accordance with the following.

Upon expiration of the applicable 60-day period and to the fullest extent permitted by applicable law, a Dispute will be resolved solely by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association ("AAA"). If the Dispute has a claimed value of not more than \$250,000, then the arbitration will be heard and determined by a single neutral arbitrator who is a retired judge or a lawyer with not less than 10 years' experience as a practicing member of the bar in the substantive practice area related to the Dispute, who will administer the proceedings in accordance with the AAA's Supplementary Procedures for Consumer Related Disputes. If the Dispute has a claimed value of more than \$250,000, or if ID Clothing elects in its sole discretion to bear the costs of arbitration in excess of those that would occur for a proceeding before a single neutral arbitrator, then the arbitration will be heard and determined by a three-member panel, with one member to be selected by each party and the third (who will be chair of the panel) selected by the two party-appointed members or by the AAA in accordance with the Commercial Arbitration Rules. The arbitrator or arbitration panel, as the case may be, will apply applicable law and the provisions of these conditions of use, will determine any Dispute according to the applicable law and facts based upon the record and no other basis, and will issue a reasoned award.

If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling or unable to set a hearing date within 60 days of the filing of a "demand for arbitration," then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. ("JAMS") using JAMS' streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and a legal officer of ID Clothing consents to in writing. The substantive practice area requirements for the arbitrator and the \$250,000 threshold for the number of arbitrators assigned to the Dispute set forth in the paragraph above for the AAA arbitration will also apply to any such arbitration under JAMS or another arbitration service.

You can obtain AAA and JAMS procedures, rules, and fee information as follows:

AAA:	800.778.7879	JAMS:	949.224.1810
	http://www.adr.org/		http://www.jamsadr.com

Nature, Limitations, and Location of Alternative Dispute Resolution. In arbitration, as with a court, the arbitrator must honor the terms of these conditions of use and can award the prevailing party damages and other relief (including attorneys' fees). However, WITH ARBITRATION (i) THERE IS NO JUDGE OR JURY, (ii) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (iii) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. If an in-person arbitration hearing is required, then it will be conducted in New York, New York; but if the applicable arbitration rules or laws require the arbitration to be conducted in the "metropolitan statistical area" (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration, ID Clothing shall have the right to elect to proceed to arbitration in such location. You and we will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require ID Clothing to pay a greater portion or all of such fees and costs in order for this Section to be enforceable, then ID Clothing will have the right to elect to pay the fees and costs and proceed to arbitration. Discovery will be permitted pursuant to the applicable arbitration rules. The arbitrator's decision must consist of a written statement stating the disposition of each claim of the Dispute, and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the arbitration decision and award (if any) may be entered in or by any court that has jurisdiction over the parties pursuant to Section 9 of the Federal Arbitration Act.

Limited Time to File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH ABOVE, WHERE FEASIBLE) WITHIN ONE YEAR AFTER THE DISPUTE ARISES—OR IT WILL BE FOREVER BARRED.

Injunctive Relief. The foregoing provisions of this Section will not apply to any legal action taken by ID Clothing to seek an injunction or other equitable relief in connection with any loss, cost, or damage (or any potential loss, cost, or damage) relating to the ID Clothing website, the services, the content, your user submissions and/or ID Clothing's intellectual property rights (including such rights that ID Clothing may claim are in dispute), ID Clothing's operations, and/or ID Clothing's products or services.

Small Claims Matters Are Excluded from Arbitration Requirement. Notwithstanding this Section, either of us may bring a qualifying claim of Disputes in small claims court, subject, to the extent permitted by law, to the jurisdiction/venue provisions below.

No Class Action Matters. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. But if, for any reason, any court with competent jurisdiction or any arbitrator selected holds that this restriction is unconscionable or unenforceable, then our agreement above to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to the jurisdiction/venue provisions below.

Jurisdiction: Venue. Except to the extent that arbitration is required above, and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute may only be instituted in the United States District Court for the State of New York or, if such court lacks subject matter jurisdiction, then in any competent court located in New York, New York. Accordingly, you and ID Clothing consent to the exclusive personal jurisdiction and venue of such courts for such matters.

Site Policies, Modification, and Severability

Please review our other policies, such as our Privacy Policy, posted on this site. These policies also govern your visit to ID Clothing. We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

Our Address:

Independence Day Clothing Company
34 Legend Hill
Madison, CT 06443

Complete Agreement

These Terms of Use, which incorporates ID Clothing's Privacy Policy, constitutes the entire agreement between you and ID Clothing relating to your access to and use of the website, services and products of ID Clothing and supersedes any prior or contemporaneous written or oral agreements, communications or other understandings relating to the subject matter hereof. These Terms of Use may not be modified, either express or by implication, except as set forth herein.