

# Terms / Conditions

Welcome to [www.info@therioorganizer.com](http://www.info@therioorganizer.com) (the "Site"). The Site is maintained by The Rio Organizer ("us") to share information about our products and services. By using the Site, you agree to comply with and be bound by the following terms and conditions of use (the "Terms"). Please review these Terms carefully. If you do not agree to these Terms, you should not use the Site or purchase any of our services and/or products.

The Terms govern your use of the retail and other services we make available on, through or in connection with the Site and any other transactions or promotions you engage in with us through the Site.

1. These Terms contain the conditions on which you may access and use the Site. We may modify these Terms at any time by posting modified Terms. Any such modifications shall be effective immediately. You can view the most recent version of these Terms at any time on the Site. Each use by you shall constitute and be deemed your unconditional acceptance of these Terms. We may discontinue the Site at any time with no notice. Your visit to our Site is also governed by our Privacy Policy, which is a part of these Terms.
2. Ownership and Intellectual Property. All content included on the Site is and shall continue to be the property of us or our content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the Site is prohibited, except as expressly permitted in these Terms. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Site. All logos, trademarks, buttons, icons, images, text, graphics used in connection with the Site are protected under U.S. copyright laws and international treaties and are exclusively owned and/or licensed by us. **UNAUTHORIZED USE, COPYING, REPRODUCTION, MODIFICATION, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIBUTING OR DUPLICATING OR ANY OTHER MISUSE OF THE CONTENT ON THE SITES IS PROHIBITED.**
3. Intended Audience. The Site is intended for adults only. You understand and agree that to use the Site you must be of legal age (18 years of age or older). If you use the Site on behalf of

any third party, you agree that you are an authorized representative of that third party and that your use of the Site constitutes that third party's acceptance of these Terms. The Site is controlled and operated from facilities in the United States. Except as expressly set forth in this Agreement, on the Site, in our official marketing materials, we make no representations that Site is appropriate or available for use in other locations. Those who access or use the Site from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Site if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Site are solely directed to individuals, companies, or other entities located in the United States.

4. **Site Use.** We grant you a limited, revocable, nonexclusive license to use the Site solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to (i) copy or reproduce materials from the Site, (ii) modify, translate, reverse engineer, decompile, disassemble reverse engineer or reconfigure the Site or any of its elements or components, (iii) perform or attempt to perform any actions that would interfere with the proper working of the Site, prevent access to or use of the Site by our other users, or impose an unreasonable or disproportionately large load on our infrastructure, or (iv) use materials, products or services in violation of these Terms or applicable law. The use of the Site is at our sole discretion and we may suspend or terminate your use of the Site at any time. We reserve the right to monitor your use of the Site for the purpose of determining that it complies with these Terms.
5. **Prohibited Conduct.** You may not use the Site other than as expressly permitted by Section 4 above. Without limitation, you will not, directly or indirectly: (a) copy, reproduce, modify, distribute, display, create derivative works of or transmit any content on the Site; (b) use the Site commercially; (c) reverse engineer, decompile, tamper with or disassemble the technology used to provide the Site; (d) interfere with or damage the Site or underlying technology; (e) impersonate or misrepresent your identity or affiliation; (f) attempt to obtain unauthorized access to the Site; (g) collect information about users of the Site; (h) violate, misappropriate or infringe a third party's intellectual property or other right, or any social media platform terms; (i) violate any law, rule, or regulation, or (j) interfere with any third party's ability to use or enjoy, or our ability to provide, the Site.
6. If you create an account, you agree to provide us with complete and accurate information and to promptly update such information to keep it complete and accurate. You are responsible for maintaining the confidentiality of your password and account. You are responsible for any and

all activities that occur under your account. You may not use anyone else's account or allow anyone else to use your account at any time. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss, damages, liability, expenses or costs (including but not limited to legal fees) that you may incur as a result of someone else using your password or account, either with or without your knowledge. You will be liable for losses, damages, liability, expenses and costs (including but not limited to reasonable legal fees) incurred by us or a third party due to someone else using your account, unless such unauthorized use is due solely to our own gross negligence or willful misconduct. We retain the right, but do not undertake the obligation, to retain a record of your account or any data or information that you may have stored for your convenience by means of your account or the Site.

7. Purchases through the Site. The following terms apply to your purchase of the products and services offered on the Site.
8. Our professional organizers are hired by you by a pre-paid session as well as add-on hours while already on the job.
9. All add-on hours of work requested by the client to their professional organizer will be added to the clients' final invoice which will include all your balance plus 6% Virginia tax fee.
10. Invoices are due 5 days from the invoice date and thereafter there will be a \$100 late fee added to the original invoice.
11. A late fee of \$100 will be charged after the 10<sup>th</sup> day of delinquency and every 30 days thereafter.
12. If your professional organizer is your personal shopper, she will also be responsible for all the necessary project purchases and returns.
13. Our clients are responsible to ensure that our professionals can park free of charge and safely by their service address (s). Parking costs are the clients' responsibility.
14. Any and all disputes between client and business will be resolved in a VA court (s), and the faulty party will be responsible for a \$1,000 daily court visit to be payable to the wronged party.
15. The display of Products on the Site invites you to make us an offer to buy the Products. Your order is an offer to buy the Products, which we accept only by shipping the Products ordered. Any confirmation that you receive after placing an order does not constitute an acceptance of your offer and is subject to correction before shipment in the event of inaccuracies, price corrections, product unavailability, or for any other reason. We have the right to refuse or limit any Product orders or quantities. We will not be liable if a Product is unavailable or if shipment is delayed. Except as otherwise specifically noted, all orders are non-cancelable; we may grant or deny cancellation requests in our sole and absolute discretion.

16. We may use third party electronic payment processors and/or financial institutions (“Payment Processors”) to process financial transactions. You irrevocably authorize us, as necessary, to instruct such Payment Processors to handle such transactions and you irrevocably agree that we may give such instructions on your behalf in accordance with your requests as submitted on the Site. You agree to be bound by the terms and conditions of each applicable Payment Processor. In the event of conflict between these Terms and the Payment Processor terms and conditions, these Terms shall govern. You authorize us (and any Payment Processor) to charge your payment card or other payment method provided for all purchases you make. We accept the forms of payment stated on the Site. The bank issuing your credit or debit card may control when to release funds in the event of any order cancellation or refund. We reserve the right to use the payment information you provide us in connection with payments, to provide better service to you should you wish to use our Site again in the future and to protect us from fraud and other losses. Completion of a payment transaction is contingent upon: (a) you providing complete personal, account, transaction and any other information needed, (b) authorization of the payment by your credit or debit card company or other method of payment, and (c) acceptance of your payment. We may, in our sole discretion, cancel your payment at any time by providing notice to you through your contact information or by a notice when you attempt to make a payment. We may cancel a payment or prevent you from initiating future payments for any reason, including, without limitation, the following: (i) if you attempt to use the Site in breach of any applicable law or regulation, including but not limited to the card network rules or regulations; (ii) if you use the Site in breach of these Terms or any other agreement with us or our terms, policies or guidelines; (iii) if we suspect fraudulent, unlawful or improper activity regarding a payment; (iv) if we detect, in our sole discretion, that your payments or other transactions with us have excessive disputes, high reversal rates or present a relatively high risk of losses; or (v) if you fail to cooperate in an investigation or provide additional information when requested.

17. Transfer of Title, Taxes and Shipping & Handling. Title to and the risk of loss/damage of all Products passes from us to you at the time we deliver the products to the common carrier for shipment. By purchasing Products on the Site for shipment, you are asking us to engage a common carrier to deliver your order. In doing so, we are providing a service to and acting on behalf of you. We reserve the right to choose any and all procedures, packaging and common carrier of sold Products. We may not be able to have your order shipped to a post office box, to certain addresses or on certain days. We reserve the right to ship your order in multiple boxes or shipments. Stated prices do not include any customs, duties, sales, use, value-added, excise, provincial, federal, state, local or other taxes. You are solely responsible for the

payment of such taxes related to your purchase. We have the right to charge you for any taxes that we believe we are required to pay or collect related to your purchase. We reserve the right to charge shipping and handling fees, as determined by us in our sole discretion, to cover the cost of processing, handling and shipping orders, and which may include amounts incurred for customs, transport and duties as applicable. Any shipping and handling charges are not included in the stated prices and will be added to your order and will appear as a separate charge on your receipt/order confirmation.

18. **Product Descriptions.** We try to make the Site thorough, accurate, and helpful to our customers. Nonetheless, there may be times when certain information contained on the Site may be incorrect, incomplete, inaccurate, or appear inaccurate. We apologize in advance for any such issues that may result in an incorrect price, inaccurate description, item unavailability or other issue that may affect your order. If the correct price of a Product is higher than the listed price, we have the right to cancel any incorrectly priced orders or charge the corrected price, but you have a right to cancel your order upon being notified of the corrected price. We also reserve the right to update information on the Site and/or to make corrections, without notice. If necessary, we may also substitute a Product by informing you of the issue and giving you an opportunity to modify your order or selection.
19. **Product Availability and Pricing.** We reserve the right to change the prices and available Products at any time. Any Product you have already paid for will not be affected by such change. Quantities of some Products may be limited and stock cannot be guaranteed. Products offered for sale on the Site are available for shipment only to the United States and all prices are quoted in U.S. dollars. The availability of Products may be limited depending upon the shipment destination. Prices do not include any shipping and handling fees, foreign exchange or transaction fees, or any applicable taxes – any shipping and handling fees and taxes charged or collected by us will be added to your order and will appear as a separate charge on your order receipt/confirmation. If applicable, currency exchange rates and foreign transaction fees are generally determined and applied by your payment provider and you acknowledge and agree that we shall have no responsibility for refunding nor compensating you for amounts or expenses incurred in connection therewith.
20. **Gift Cards.** From time to time, we may offer gift cards (“Gift Cards”) for purchase that may be used to purchase Products on the Site. Gift Cards may be purchased for variable amounts, as available and may be subject to price or quantity limitations. Gift Cards do not expire and there are no fees associated with use of a Gift Card, unless otherwise specified in connection with certain promotional gift cards. Gift Cards may only be used to purchase Products on the Site and are not exchangeable for any other product or service. Once a Gift Card is redeemed by

the recipient, Gift Card and associated credit cannot be assigned or transferred. Gift Cards are not reloadable. Gift Cards and associated credit cannot be exchanged for cash except where required by law. Purchases of Gift Cards are final and not refundable. IF LOST OR STOLEN, GIFT CARDS CANNOT BE REPLACED. We are not responsible for lost or stolen Gift Cards. Risk of loss and title for Gift Cards passes to the purchaser upon transfer or electronic transmission to the recipient; for avoidance of doubt, such recipient may not always be you. A Gift Card is void if it is copied, altered, transferred, purchased or sold. From time to time, we may offer limited availability promotional gift cards, credits, or codes that have different terms and conditions; please review those terms and conditions carefully as they may expire or have restrictions that are different. By purchasing, accessing, redeeming, or using a gift card or any associated credit, you agree that you have read, understood and agreed to be bound by these Terms. If you do not agree to be so bound, you may not purchase, access, redeem, or use any gift card or associated credit.

21. From time to time, we may make available, in our sole discretion, other promotional programs. Your participation in any such promotional program may be subject to additional terms and conditions specific to the promotional program. We reserve the right to terminate, discontinue or cancel any promotional program at any time and in our sole discretion without notice and without further obligation to you, except as may be required by law.
22. User Content. Any text, photographs, artwork, ideas, questions, reviews, comments, messages, communications with us or others, suggestions or other content that you submit, post to or disseminate using the Site or otherwise provide to us are referred to as "User Content". By sharing, submitting or uploading any User Content, you grant us a non-exclusive, irrevocable, worldwide license to use your User Content. Subject to the license above, you retain ownership of User Content. You irrevocably waive and agree not to assert any rights, including any "moral rights", that you have to prevent us from exploiting the rights granted herein. You also grant us the right to use and display, for any purpose, the name, photograph and any other biographical information that you submit with any User Content. You acknowledge and agree that you are solely responsible for all the User Content that you make available through the Site or otherwise. Accordingly, you agree and confirm that: (1) you are at least 18 years of age or older; (2) you have all rights, licenses, consents and releases necessary to grant us the required rights to use and/or disseminate any User Content; and (3) neither your User Content nor your posting, uploading, publication, submission or transmittal of this User Content or our use of your uploaded User Content (or any portion thereof) on, through, or by the means of the Site, will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral, intellectual property, publicity, privacy, or any

other right, or result in the violation of any applicable law or regulation. We will not have any obligation to hold any User Content in confidence or compensate you or anyone else for its use. We have the right to remove, edit or access any User Content for any reason and in our sole discretion.

23. If you have evidence, know, or have a good faith belief that content residing on or accessible through our Site infringes a copyright which you own or for which you are a designated agent, please send a notice of infringement by email or regular mail to our designated Copyright Agent to receive notifications of claimed infringement by emailing [info@therioorganizer.com](mailto:info@therioorganizer.com)

In any such notice, please include sufficient information to address the following items: (a) Identify the copyrighted work claimed to have been infringed. If multiple copyrighted works are covered by a single notification, provide a representative list of such works. (b) Identify the material that is claimed to be infringing or to be the subject of infringing activity. Include information reasonably sufficient to permit us to locate the material. Please provide a URL and screenshots for each item. Include the specific asset(s) or page(s) that you claim to be infringing. Say "entire work" ONLY if all assets/pages in a collection/document are infringing. (c) Include details of your claim to the material, or your relationship to the material's copyright holder. (d) Provide your full name, address, and telephone number should we need to clarify your claim. (e) Provide a working email address where we can contact you to confirm your claim. (f) If true, include the following statement: "I have a good faith belief that use of the copyrighted materials described above as the allegedly infringing web pages is not authorized by the copyright owner, its agent, or the law." (g) If true, include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the copyright owner to make this complaint." (h) Sign the document, physically or electronically.

24. Compliance with Laws. You agree to comply with all applicable laws regarding your use of the Site. You further agree that any information you provide to us through the Site is truthful and accurate to the best of your knowledge.
25. Third Party Links and Retailers. The Site may contain links to third party websites as a convenience to you. The inclusion of any link does not imply an approval, endorsement, or recommendation by us. You agree that you access any such website at your own risk, that the website is not governed by these Terms, and your browsing and interaction on any such website is subject to that website's own terms of use. We expressly disclaim any liability for these websites. Third parties may offer their services directly to you through our Site and in that case, we are not the seller of the products purchased from such retailers and we are not

responsible for shipping their products. In such case, you may be required to agree to the third party's terms of service and/or privacy policy in order to use the service. WE DO NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY WEBSITE FEATURED OR LINKED TO THROUGH THE SITES. WE WILL NOT BE LIABLE IN ANY WAY FOR THE ACTS OR OMISSIONS OF SUCH THIRD PARTY, THE TERMS OF SERVICE OR PRIVACY POLICY OF THE THIRD PARTY, ITS FAILURE TO ADHERE TO ITS TERMS OF SERVICE OR PRIVACY POLICY, OR ANY LOSS, DAMAGES, LIABILITY OR EXPENSES (INCLUDING LEGAL FEES) THAT YOU MAY INCUR ARISING FROM OR RELATED TO SUCH THIRD PARTY'S SERVICES OR PRODUCTS.

26. You agree to indemnify, defend and hold harmless, us and our partners, employees, and affiliates, from and against any liability, loss, claim and expense, including reasonable attorney's fees, related to (i) your violation of these Terms; (ii) your misuse of the Site or any Product purchase through the Site; or (iii) any other party's access and use of the Site with your unique username, password or other credentials.
27. Opinions, advice, statements or other comments should not necessarily be relied upon and are not to be construed as professional advice from us. We do not guarantee the accuracy or completeness of any of the information provided and are not responsible for any loss resulting from your reliance on such information. THE SITE, INFORMATION ON THE SITE, AND PRODUCTS SOLD THROUGH THE SITE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND. YOU AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. WE DISCLAIM, TO THE FULLEST EXTENT OF THE LAW, ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT ANY PRODUCTS OR SERVICES WILL BE IN STOCK, SAFE, DEFECT-FREE, OR THAT PRODUCTS WILL NOT BE LOST OR DAMAGED IN SHIPMENT. To the extent your jurisdiction does not allow limitations on warranties, that limitation will not apply to you.
28. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, THE CONTENT ON THE SITE, OR THE PRODUCTS SOLD THROUGH THE SITE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE WILL NOT BE LIABLE FOR THE COST OF REPLACEMENT

PRODUCTS, LOSS OF REVENUE OR PROFIT, OR LOSS OF GOOD WILL. IN ANY EVENT, EXCEPT IN THE CASE OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OUR AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT PAID FOR THE PRODUCT(S) TO WHICH THE CLAIM RELATES OR, IF THE CLAIM DOES NOT RELATE TO A PRODUCT, \$100. To the extent your jurisdiction does not allow the exclusion or limitation of certain damages, that limitation will not apply to you.

29. Arbitration; Applicable Law; No Class Actions or Non-Individualized Relief. Any dispute, controversy or claim arising out of or related in any manner to these Terms which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration or judgement in accordance with its commercial arbitration rules or court judge. The arbitration or sue shall take place before a single arbitrator sitting in Annandale, VA.

YOU AND WE EACH AGREE THAT WE MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE PROCEEDING, OR PRIVATE ATTORNEY GENERAL ACTION.

Further, unless we both agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific provision is found to be unenforceable, then (i) the entirety of this Section (above) shall be null and void, but the remaining provisions of these Terms shall remain in full force and effect; (ii) the exclusive jurisdiction and venue for any claims (other than small claims actions) will be in state or federal courts in Annandale, Virginia; and (iii) all claims will be governed by Virginia law, without regard to any conflicts of laws principles.

30. Limitation on Claims. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SITE OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.
31. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
32. Except as expressly provided herein, these Terms are the final expression of the agreement and the entire agreement between you and us, and they describe our entire liability, the entire liability our vendors and suppliers (including processors), and your exclusive remedy, with

respect to your access and use of the Sites. In the event of a conflict between these Terms and any other agreement or policy between us, these Terms shall prevail on the subject matter of these Terms.

33. **No Waiver.** Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. Any waiver of these Terms by us must be in writing and signed by our authorized representative.
34. **Relationship of the Parties.** Nothing contained in these Terms, or your use of the Site, shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.
35. **Force Majeure.** Under no circumstances shall we or our licensor or supplier be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond our reasonable control.
36. **Contact Information.**

Info@therioorganizer.com