

Terms and Conditions – The Closet Clique

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Effective Date: August 2025

These Terms and Conditions (“Terms”) govern your access to and use of The Closet Clique mobile application and related services (“App” or “Platform”), owned and operated by The Clique Collective LLC dba The Closet Clique (“we,” “us,” or “our”). By creating an account or using the App, you agree to be bound by these Terms. If you do not agree, do not use the App.

1. Overview & Platform Role

The Closet Clique is a neutral technology platform that facilitates clothing rentals and resale within verified school communities.

- We do not own, inspect, store, or guarantee any item listed by users. All exchanges are peer-to-peer, and we are not responsible for the behavior, communication, or fulfillment actions of any user.
- We do not verify claims, arbitrate disputes, or guarantee outcomes between users.
- We do not mediate or issue refunds. Users assume all risk.

2. Eligibility & Registration

To access the App, users must be at least 13 years old. The Closet Clique is intended for students in grades 9–12 and undergraduate college students. Users under 18 must confirm that they have parental or guardian approval during onboarding. You agree to provide accurate and complete account information and to maintain the confidentiality of your login credentials.

3. Rental & Sale Use

Closet Owners may list fashion and lifestyle items for rent or resale, including clothing, accessories, shoes, and items for dorms, apartments, or home living (“Living” category). Renters and Buyers agree to:

- Follow the 6-day rental period for rentals and calendar-based booking system
- With respect to rentals, return items by the agreed date, in the condition received, with normal wear and tear allowed
- With respect to rentals, follow the owner’s cleaning instructions
- Coordinate pickup/drop-off via in-app messaging only

The Closet Clique is not liable for unattended pickups, damaged goods, or failure to return items and does not guarantee the condition of any items rented or sold.

4. Fees & Payment

All payments are processed through Stripe or Apple Pay. Closet Owners absorb processing fees (2.9% + \$0.30 per transaction). A 15% platform fee is deducted from each transaction prior to payout. Both fees are subject to change at any time and updates will be communicated via the App.

5. Payment Terms for Rentals

- 100% of the rental payment is charged at the time of booking, regardless of how far in advance it is scheduled
- All sales are final. No refunds or cancellations are permitted unless agreed between users.

6. Damage, Loss & Replacement

The Closet Clique does not collect or enforce replacement costs. Users are encouraged to document the condition of items with photos before and after exchanges. If an item is not returned or is returned damaged, users are responsible for resolving the issue independently.

7. Late Returns & Grace Periods

Rented items must be returned by the end of the 6-day rental window. If a renter needs more time, they must contact the Closet Owner before the return date. A grace period may be granted at the Closet Owner's discretion and must be clearly agreed upon via in-app messaging. If an item is not returned and no grace period was granted, a formal complaint may be submitted by the Closet Owner. Failure to return items in a timely manner may result in a suspension, removal or termination of your account, at our sole discretion.

8. Cleaning Responsibility

Closet Owners must include clear cleaning instructions when listing an item (e.g., "dry clean only" or "no cleaning required"). Renters are responsible for following these instructions. If an item is returned in violation of the cleaning expectations, the Closet Owner may file a complaint via email. After three validated complaints, a renter's account may be suspended, at our sole discretion.

9. User Disputes & Accountability

The Closet Clique does not mediate disputes. Users must handle all disagreements independently. Formal complaints may be submitted via email for review and record-keeping.

10. Code of Conduct

Users or accounts may be suspended, terminated or removed for failure to comply with these Terms and Conditions, including among other things:

- Listing fake or stolen goods
- Failing to follow pickup, return, or cleaning rules

- Repeated missed exchanges or lateness
- Using inappropriate language, photos or engaging in harassment

The decision to suspend, terminate or remove an account or user shall be at our sole discretion.

11. SMS Messaging Terms

By providing your phone number, you consent to receive SMS notifications related to rentals, transactions, and platform activity. Message frequency varies. Message/data rates may apply.

To stop receiving texts, reply "STOP." For help, reply "HELP" or contact support@theclosetclique.com.

12. Intellectual Property

All logos, brand elements, content, and media associated with The Closet Clique are the property of The Clique Collective LLC. Unauthorized use or distribution is strictly prohibited.

13. Disclaimers

The App and all services are provided "as is" without warranties of any kind. We do not guarantee uninterrupted access, platform availability, or protection from unauthorized use by others.

14. Limitation of Liability

THE CLOSET CLIQUE SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM THE USE OF THE APP, INCLUDING BUT NOT LIMITED TO: LOST PROFITS, MISSED TRANSACTIONS, DISPUTES BETWEEN USERS, OR CONTENT POSTED BY OTHERS. IF A DISPUTE ARISES BETWEEN YOU AND ONE OR MORE THIRD PARTIES, INCLUDING BUT NOT LIMITED TO OTHER USERS, YOU RELEASE US (AND OUR AFFILIATES, AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH USE OF THE APP OR SUCH DISPUTES.

FUTHER, WE WILL NOT BE LIABLE, WHETHER IN CONTRACT, WARRANTY, OR OTHER THEORY, TO YOU OR ANY OTHER PERSON FOR COST OF COVER, RECOVERY, OR RECOUPMENT OF ANY INVESTMENT OR PAYMENT MADE BY YOU IN CONNECTION WITH THIS AGREEMENT, OR ANY TRANSACTION BETWEEN FOR ANY LOSS ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE COSTS OR DAMAGES. FURTHER OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE USE OF THE APP OR THE TRANSACTIONS CONTEMPLATED WILL NOT EXCEED AT ANY TIME THE TOTAL AMOUNTS DURING THE PRIOR -MONTH PERIOD PAID BY YOU TO US IN CONNECTION WITH THE PARTICULAR SERVICE GIVING RISE TO THE CLAIM.

15. Termination

We reserve the right to suspend or terminate your account at any time if you violate these Terms or community standards. Access may be reinstated at our sole discretion.

16. Modifications

We may revise these Terms at any time. Continued use of the App after an update constitutes acceptance of the revised terms.

17. Governing Law

These Terms shall be governed by the laws of the State of Texas, without regard to its conflict of law principles.

By using The Closet Clique, you acknowledge that you have read, understand, and agree to these Terms and our Fulfillment Policy. For questions, contact hello@theclosetclique.com.