

TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. All users of loudnclearla.com agree that access to this site and uses of are subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

Copyright

All artwork included in this site is copyrighted as a collective work under the United States and other copyright laws, and is the property of loudnclearla. The collective work includes works that are licensed to loudnclearla. Permission is granted to electronically copy and print hard copy portions of this site for the sole purpose of placing an order to purchase loudnclearla products. You may not display, download or print portions of the material from the different areas of the site for your own use. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this site is strictly prohibited, unless authorized by loudnclearla. You further agree not to change or delete any proprietary notices from materials downloaded from the site.

Trademark

The name loudnclearla is a trademark and is sole property of loudnclearla apparel.

Quality Guarantee

The quality of garments purchased from loudnclearla are guaranteed, provided that specific care instructions stated on both the website and garment hangtags are followed. We try to examine each garment carefully, however, if you receive a garment that is damaged or an applied graphic that is damaged, you agree to send the garment back to loudnclearla within 14 days of your receipt and it will be replaced promptly. If it appears that any deterioration or damage was caused by misuse of the product by the buyer, the product will not be replaced by loudnclearla. Refunds are subject to these terms and conditions and are at the sole discretion of loudnclearla. Please review the Limitation of Liability below.

Limitation of Liability

loudnclearla shall not or be liable for any damages that result from the misuse of the materials on this site or the performance of the products in extreme conditions. Washing instructions for your garment(s) must be followed implicitly to insure the proper upkeep and life of your product. Not following these instructions may shorten the life of your product, the quality of the applied graphics and/or fabric itself, and/or the adherence of any applied materials, specifically, but not limited to, the Swarovski crystals.

Term

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by loudnclearla without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

Termination

loudnclearla may terminate this Agreement and deny you access to loudnclearla.com at any time, immediately and without notice, if in loudnclearla's sole discretion you fail to comply with any term or condition of this Agreement.

Notice

loudnclearla may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to loudnclearla.

Miscellaneous

Your use of this site shall be governed in all respects by the laws of the state of California, U.S.A., without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this site (including but not limited to the purchase of loudnclearla products) shall be in the state or federal courts located in Los Angeles County, California. Any cause of action or claim you may have with respect to the site (including the purchase of loudnclearla products) must be commenced within one (1) year after the claim or cause of action arises. loudnclearla's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. loudnclearla may assign its rights and duties under this Agreement to any party at any time without notice to you.

Use of Site

Harassment in any manner or form on the site, including via e-mail, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a loudnclearla or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal

offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

Indemnification

You agree to indemnify, defend, and hold harmless loudnclearla, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

YOUR PRIVACY AT loudnclearla.com

loudnclearla takes your privacy seriously. Please read the following to learn more about our privacy policy.

We understand the importance of protecting your privacy and security online and we do our utmost to guarantee the safety of your personal information. The following statement outlines our practices for gathering, using and protecting personal information. By using this site, you signify your assent to loudnclearla's Privacy & Security Statement. Your continued use of the site following posting of changes to these terms will mean you accept these changes. If you have any questions regarding this statement, please contact us via email addressed to info@loudnclearla.com.

How do I know my online experience will be private and secure?

This site has security measures via Paypal payment services to protect against the loss, misuse and alteration of the information under our control. Paypal makes every possible effort to protect your online information by using industry standard Secure Socket Layer (SSL) Protocol encryption technologies to protect against information loss and Digital Signatures to ensure message authenticity. You should be aware that some versions of browsers and some firewalls do not permit communication through secure servers. For further information regarding the security and protection of your payment information, please access paypal's website at www.paypal.com

PLEASE NOTE THAT NORMAL E-MAIL (SUCH AS USING OUR CONTACT LINK OR YOUR HOME E-MAIL) IS NOT ENCRYPTED AND THUS IS NOT A SECURE MEANS FOR TRANSMITTING CREDIT CARD INFORMATION OR ANY PERSONAL INFORMATION YOU WISH TO KEEP PRIVATE AND SECURE.

What personal information is collected and what is it used for?

When you place an order with loudnclearla, we require the following information: name, address, phone number, email address and credit card information. We use this information to process your order, respond to your requests and contact you about your order if necessary.

Do we use "cookies"?

loudnclearla does not use any cookies.

Do you share my information with others?

No. loudnclearla does not share information with third parties and will never sell your information for marketing or commercial purposes.

When you make a purchase via credit card, we forward your credit card information, name, billing address, telephone number and the amount of your purchase (via Paypal) to your credit card company or bank to verify and authorize the transaction. To ship and track your online purchases, we make your name and mailing address available to such companies as UPS, Federal Express or the U.S. Postal Service. loudnclearla will NOT share your information with other people or non-affiliated companies, except in the limited circumstances described elsewhere in this Privacy Statement or with your consent.

You can still visit our web site and choose not to provide us with Personal Information however, you would not be able to access and use those portions of the web site that require your Personal Information, such as that necessary to make a purchase online.

Your account

You are responsible for maintaining the accuracy and completeness of your Personal Information.

Privacy Policy Revisions

We reserve the right, without advance notice to you, to revise this Privacy Policy at any time by posting the revisions and/or the revised Privacy Policy on our

home page. Such revisions shall be effective to you immediately upon posting. We encourage you to check this Privacy Policy and our Terms of Use often for updates. We are committed to protecting our users' privacy. Keeping the Personal Information you share with us secure and ensuring your understanding of how we collect, use, and maintain your Personal Information is important to us. We maintain reasonable physical, electronic and procedural safeguards to protect your information and while no data transmission over the Internet is 100% secure from intrusion, we have used and will continue to use commercially reasonable efforts to ensure the protection of your Personal Information.

How do I contact the web site?

If you would like further information, or have any questions about our Privacy Statement, please email us at info@loudnclearla.com.

LEGAL DISCLAIMER

Though loudnclearla makes every effort to preserve the privacy of Personal Information, on rare occasions, we may disclose specific information with law enforcement or government officials upon request, in response to a court order, or when required by law to do so. We may also share information with companies assisting in fraud protection or investigation. We do not provide information to these agencies or companies for marketing or commercial purposes.

Online Policy Only

This online privacy policy applies only to information collected through our website and not to information collected offline.

Terms and Conditions

Please also visit our Terms and Conditions section establishing the use, disclaimers, and limitations of liability governing the use of our website.

Your consent

By using our site, you consent to our privacy policy.

Shipping charges are as follows

\$0.01 USD - \$80.99 USD	\$2.99 USD
\$81.00 USD - \$159.99 USD	\$4.99 USD
\$160.00 USD - \$199.99 USD	\$7.99 USD
\$200.00 USD - \$299.99 USD	\$11.99 USD
\$300.00 USD -	\$14.99 USD