

RETZKEDIN, LLC - Terms of Use

Introduction (Acceptance of Terms)

This User Agreement applies to SBBabyCo.com (the "Website"), including any content, functionality, services, or products offered on or through the website (hereinafter the "Services"), Santa Barbara Baby Company and RETZKEDIN, LLC, which owns and operates the Services (collectively, "We" or "Us" or "Our").

This User Agreement, along with Our [Privacy Policy](#) govern your use of the Services, whether as a registered user or a guest. For purposes of this User Agreement, unless otherwise noted, all references to RETZKEDIN, LLC include SBBabyCo.com and Santa Barbara Baby Company . By using the Services, you consent to the terms of use described in this User Agreement.

Please read this User Agreement carefully before you use the Services. By using the Services, you accept and agree to be bound and abide by the terms of this User Agreement and Our [Privacy Policy](#), hereby incorporated by reference. If you do not want to agree to or be bound by the terms of this User Agreement or Our [Privacy Policy](#), please do not use the Services.

Changes to User Agreement

We, at Our sole discretion, may from time to time make changes to this User Agreement without notice to you. We advise you to check this page from time to time for any changes. By your continued use of the Services, you consent to the changes made to this User Agreement.

Privacy Policy

Our use and protection of the information We collect about you through the Services is governed by Our [Privacy Policy](#). By using the Services, you consent to all the terms of Our [Privacy Policy](#).

Changes to the Services

We may make changes to the functionality, delivery method, availability, or equipment needed to access the Services from time to time, with or without notice to you. However, We do not make any guarantees that the material or content found on the Services (the Website) will always be up-to-date. We reserve the right to maintain outdated information, terminate access to the website, or cease operations indefinitely.

Account Access & Security

We reserve the right to terminate or temporarily disable your access to the Services or any portion thereof. We will not be liable for any claims arising from your inability to use the Services, whether permanently or for a brief time.

In order to access the Services, you will be asked to provide registration details like your name, email address, and other information. It is a condition of your use of the Services that all the information you provide is accurate, current, and complete. You are solely responsible to:

- Comply with the terms of this User Agreement.
- Ensure that anyone you allow to access the Services is aware of the terms of this User Agreement, and complies with them.
- Treat your username and password as confidential and not disclose them to anyone.
- Immediately notify Us of any unauthorized use or misuse of your username and password, or any other security breach.
- Exit your account every time you are finished accessing the Services, especially from a non-secure or public device. (You should be particularly cautious when accessing your account from a public or shared device so that others are not able to view or record your password or other personal information.)

Lawful Use

You shall use the Services for lawful purposes only. You shall not post or transmit through the Services any materials which:

- violate any applicable federal, state, local, and international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- exploits, harms or attempts to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- violate or infringe in any way upon the rights of others;
- are unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable;
- encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law;
- impersonate or attempt to impersonate SBBabyCo.com / Santa Barbara Baby Company / RETZKEDIN, LLC, an employee of SBBabyCo.com / Santa Barbara Baby Company / RETZKEDIN, LLC, another user, person, or entity (including the use of unauthorized email addresses);
- contain advertising or any solicitation with respect to products or services, unless SBBabyCo.com / Santa Barbara Baby Company / RETZKEDIN, LLC, has expressly approved such material in advance of its transmission; or
- restrict or inhibit any other user from using or enjoying the Services.

Orders and Delivery

A credit card is required for all orders. There is a \$50.00 minimum order requirement for delivery service (\$75.00 for full size cribs). Orders can be placed online, or via telephone 7 days a week between the hours of 9am – 8pm PST.

Delivery/Pick-Up Fees start at \$15.00.

Deliveries or pick-ups made outside of our delivery hours (9am – 6pm Pacific Standard Time / 7 Days Per Week) will incur an additional \$25 to \$60 fee and are subject to availability. Special delivery accommodations must be arranged prior to Your travel dates. Orders placed on the same day that delivery is required may incur an additional \$25 fee. Orders placed within forty-eight (48) hours of the delivery date must be called in to check on availability. You must call to check on availability if You wishes to extend the rental period.

It is Your responsibility to identify the appropriate contact person at the delivery address (hotel concierge, condo manager, private residence host, ETC.) and provide Us with that person's phone number. A one (1) hour window of delivery/pick-up time will be scheduled via telephone with the contact person and/or customer 1-2 days before the delivery/pick-up date. If no-one is available to receive the equipment or allow pick-up at the agreed time, there will be an attempt to reschedule and an additional delivery fee will apply. If an agent needs to return to a location for any reason that is not due to an error on Our part, an additional fee will be applied to the order.

For airport deliveries, it is your responsibility to advise Us of changes in your flight arrival time, and/or time on departure day you expect to return the rental equipment. Upon your arrival at Santa Barbara airport, you must call and advise us that you have landed. If there are any flight delays which alter the flight arrival time into Santa Barbara airport, you must call Us to advise us of the delay, otherwise we will apply a twenty-five (\$25) dollar redelivery fee.

If no call has been received from you within thirty (30) minutes of your scheduled arrival time, We will begin deliveries to other customers and cannot guarantee timely delivery of the rental equipment to you.

You understand and agree that you remain responsible for all rented equipment until We successfully pick up the equipment from an agreed upon location. Furthermore:

- You understand and acknowledge that you are not permitted to assemble or disassemble any rental equipment.
- You understand and acknowledge that safety gates are for use at the bottom of stairs only; it is not safe to install pressure-mounted safety gates at the top of stairs.
- You understand and acknowledge that toys must be returned with all pieces in the toys box otherwise a replacement cost of the toy will be charged.

Condition of Rental Equipment / Suitability for Use

We go to great lengths to inspect all of our rental equipment for safety and proper functionality. However, it is your responsibility to inspect the rental equipment upon delivery and IMMEDIATELY notify Us if you notice any safety issues, malfunction, or any other unsatisfactory condition. It is also your responsibility to IMMEDIATELY notify Us if the rental equipment is not suitable for your child due to age or other restrictions listed on the equipment by the manufacturer. Please do not accept any rental equipment that may be unsafe, malfunctioning, or not suitable for your child for any reason. We will gladly replace the rental equipment if an alternative is available or give you a full refund if an alternative is not available.

You are responsible to review any restrictions on the label of the equipment you rent to make sure it is appropriate for your child. You hereby agree that your failure to notify Us of any purported unfitness for use or unsatisfactory condition shall be deemed a waiver of any and all claims related thereto.”

Cancellation and Early-Termination Policy

- Orders cancelled seventy-two (72) hours prior to the delivery date will be charged a twenty (\$20) dollar cancellation fee.
- Orders cancelled within 72 hours of the delivery date will be charged fifty (50%) percent of the order total (not including the delivery fee).
- Orders cancelled once delivery has been attempted will be charged in full.
- No refunds for early termination of rentals.

Damage and Sanitary Conditions of Rental Products

Full right, title and ownership of the equipment will at all times remain vested with Us. You will use the equipment only for and in accordance with its intended use and pursuant to any instructions provided therewith. You are fully responsible for the loss, theft or destruction of the equipment, independent of cause, and agree to pay to Us the replacement value of the equipment in such an event. In the event of damage and/or partial destruction from any cause, You agree to pay to Us a sum equivalent to the cost of repair of the item or replacement value of the item, whichever is less. The equipment must be returned with all accessories and parts intact and in the same condition as when delivered or the cost of replacement of the missing parts or accessories will be billed to Your credit card. A twenty-five (\$25) dollar cleaning fee will be added to any equipment that is returned in unsanitary condition. No food or drink is allowed in car seats. If food or drink stains are found, a twenty-five (\$25) dollar cleaning fee may be applied. You further understand and agree that you are not to run or walk on wet sand with the strollers as the salt corrodes the springs.

Right to Terminate

We reserve the right to terminate your access to any portion of or the entire Services (the Website) for any or no reason, including your violation of this User Agreement or Our [Privacy Policy](#).

Right to Disclose Information

Without limiting the foregoing, We have the right to fully cooperate with any law enforcement authorities or court order requesting or directing Us to disclose your identity or the information you submit via the Services.

YOU WAIVE AND HOLD SBBABYCO.COM / SANTA BARBARA BABY COMPANY / RETZKEDIN, LLC HARMLESS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN DURING, AS A RESULT OF, OR AS A CONSEQUENCE OF ANY INVESTIGATION BY EITHER SBBABYCO.COM / SANTA BARBARA BABY COMPANY / RETZKEDIN, LLC, LAW ENFORCEMENT OR OTHER AUTHORITIES.

Intellectual Property

The SBBabyCo.com / Santa Barbara Baby Company / RETZKEDIN, LLC names, logos, and all related names, logos, product and service names, designs, and slogans (collectively the "Intellectual Property") are trademarks of SBBabyCo.com / Santa Barbara Baby Company /

RETZKEDIN, LLC or its licensors. You are not permitted to use the Intellectual Property without Our prior written permission. All other names, brands, and marks are used for identification purposes only and are the trademarks of their respective owners.

This Website, all of the text, images, and content (including text, images, video, audio, and graphics) within this Website, any features, functionality, software, and layout, are owned by Us, Our licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Third Party Websites and Resources

The Services (the Website) may contain links to other websites and resources provided by third parties, which are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents, privacy practices, or the operation of these websites or resources.

We accept no responsibility for these third parties or for any loss or damage that may arise from your use of their website, products, or services. If you decide to access any of the third-party websites or resources linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of such websites or resources.

Disclaimer of Warranties

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS USER AGREEMENT.

YOUR USE OF THE SERVICES OR PRODUCTS/MATERIALS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

NEITHER WE NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES OR PRODUCTS/MATERIALS OBTAINED THROUGH THE SERVICES.

WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANYONE ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL NOT EXIST OR WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL MATERIALS OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

Limitation on Liability

IN NO EVENT WILL SBBABYCO.COM / SANTA BARBARA BABY COMPANY / RETZKEDIN, LLC, ITS AFFILIATES OR LICENSORS, VENDORS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THIS WEBSITE, THE SERVICES, ANY PRODUCTS YOU PURCHASE THROUGH THE SERVICES, ANY LINKED THIRD PARTY SERVICES, ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES, OR THROUGH LINKED THIRD PARTY SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, DEATH, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

FURTHERMORE, SBBABYCO.COM / SANTA BARBARA BABY COMPANY / RETZKEDIN, LLC WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A VIRUS, OTHER TECHNOLOGICALLY HARMFUL MATERIAL, OR A DISTRIBUTED DENIAL OF SERVICE ATTACK (DDoS), THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR HARDWARE, SOFTWARE, MOBILE DEVICES, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR MATERIALS DOWNLOADED FROM THE SERVICES, OR ON ANY THIRD-PARTY WEBSITE, PRODUCT, OR SERVICE LINKED TO THE SERVICES (WEBSITE).

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH IS INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS USER AGREEMENT.

Indemnification

You agree to defend, indemnify, and hold harmless SBBabyCo.com / Santa Barbara Baby Company / RETZKEDIN, LLC, its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors, and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) resulting from your violation of the terms of this User Agreement or your use of the Services, including, without limitation, any use of the content, services, or products other than as expressly authorized in this User Agreement or your use of any information obtained from the Services.

Waiver

A failure by SBBabyCo.com / Santa Barbara Baby Company / RETZKEDIN, LLC to strictly enforce any provision of this User Agreement shall in no event be considered a waiver of that provision or any part thereof. No waiver of SBBabyCo.com / Santa Barbara Baby Company / RETZKEDIN, LLC of any breach or default by you shall operate as a waiver of any other breach or default by you. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

Severability

This User Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this User Agreement is held to be invalid, illegal, or unenforceable for any reason, by a court of competent jurisdiction, then such provision (a) will be interpreted, construed, or

reformed to the extent reasonably required to render the same valid, enforceable, and consistent with the original intent underlying such provision; (b) such provision will remain in effect to the extent that it is not invalid or unenforceable; and (c) such invalidity or unenforceability will not affect any other provision of this User Agreement.

Choice of Law

This User Agreement shall be governed in all respects by the laws of the State of California, United States, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Us must be resolved by a state or federal court located in Santa Barbara County, California. However, We retain the right to bring any suit, action, or proceeding against you for breach of this User Agreement in your country, state, and county of residence or any other relevant country, state, and county. You agree to submit to the personal jurisdiction of the courts located within Ventura County, California, for the purpose of litigating all such claims or disputes.

Arbitration of Disputes

The Parties shall make a good-faith effort to settle any dispute or claim arising under the terms of this agreement through mediation with the assistance of a mutually acceptable mediator. If any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. If the Parties fail to resolve any such disputes or claims, they shall submit them to arbitration under the provisions of the California Code of Civil Procedure, Section 1280, et.seq.

Section Headings

The section headings contained herein are for reference purposes only and shall not affect the meaning or interpretation of this User Agreement.

Entire Agreement

This User Agreement and Our [Privacy Policy](#) constitute the entire agreement between you and Us with respect to the Services and supersede all prior and contemporaneous agreements, understandings, representations, and warranties, whether made orally or in writing.

Contact Information

We welcome your questions or comments regarding this User Agreement. Please feel free to contact Us at any time using the information below:

RETZKEDIN, LLC
1187 Coast Village Road, Suite 356
Montecito, CA 93108
Phone (805) 275-2414
Email: [click here](#)