

eTryOn

License Agreement

Terms and Conditions of Use

1. Binding Agreement

1.1 These terms ("Terms") govern your use of the services and applications of eTryOn project, namely Magic Mirror, Dress Me Up and VR Designert services, as well as other services that may be developed, modified, combined, and/or newly offered through our apps and website from time to time (collectively, "Services").

1.2 These Terms also govern your use of our apps that you download or that we include as part of our Services, including any related applications and documentation (collectively "eTryOn Software" or "Software").

1.3 By setting up an eTryOn account, by using our Services, by using or downloading eTryOn Software, or by clicking the "I accept" button (or its equivalent), you agree to these Terms. For the avoidance of doubt, if you set up an eTryOn account, use our Services, use or download our Software, or click the "I accept" button (or its equivalent) on behalf of an entity, organization, or Legal Entity, you represent and warrant that you are authorized to accept these Terms on behalf of such entity or organization--in which case "you" and "your" will refer to that entity or organization.

1.4 If at any point for any reason you do not agree to any portion of the then-current version of these Terms, our Privacy Policy, or any other eTryOn policy, rules or codes of conduct relating to your use of our Services, your license to use our Services shall immediately terminate and you must stop using our Services and promptly remove any eTryOn Software installed on your computer. eTryOn offers various Services and Software. As a result, additional terms or service requirements may apply. Additional terms will be available with the relevant Services or Software, and those additional terms become part of your agreement with us if you use those Services or Software.

1.5 Unless otherwise set forth in these Terms, to the extent these Terms conflict with any other eTryOn terms, policy, rules or codes of conduct, these Terms shall govern.

2. Definitions

Unless otherwise defined in the main body of these Terms, capitalized terms used in these Terms are defined as follows:

2.1 "Affiliate" of a person or entity shall mean any entity Controlled by, under common Control with or under the Control of such person or entity. "Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of registered capital or voting securities, by Agreement or otherwise, and includes (i) ownership directly or indirectly of fifty percent (50%) or more of the shares or other equity interests in issue or registered capital of such entity, (ii) ownership, directly or indirectly of fifty percent (50%) or more of the voting power of such Person or (iii) the power directly or indirectly to appoint a majority of the members of the board of directors or similar

governing body of such entity, and the terms "Controlled" and "Controlling" shall have correlative meanings.

2.2 "Authorized User" means the employees of Licensee who are under the control of and authorized by the Licensee to install or access the Licensed Materials.

2.3 "eTryOn Samples" means samples provided by eTryOn in the Licensed Materials, including, but not limited to, avatars, sample patterns and designs, modules for patterns and designs, and expressions of components and elements used in patterns and designs. eTryOn samples may be modified where such modifications are permitted by the intended functionality of the Licensed Materials.

2.4 "Legal Entity" or "entity" means any company, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, proprietorship, joint venture or other form of business organization. In the context of Academic Licenses, "Legal Entity" also means a Qualified Academic Institution.

2.5 "Licensed Materials" means the Services, the eTryOn Software, Supplemental Materials, and/or User Documentation, as applicable.

2.6 "Licensee" or "you" means:

2.6.1 In the context of Individual Licenses, either a single, natural person or a Legal Entity to which the Licensed Materials are exclusively licensed, otherwise meeting the eligibility criteria for an Individual License set forth in Section 3

2.6.2 In the context of Academic Licenses, a single Qualified Academic Institution to which the Licensed Materials are exclusively licensed, otherwise meeting the eligibility criteria for an Academic License set forth in Section 3.

2.6.3 In the context of Enterprise Licenses, a single Legal Entity to which the Licensed Materials are exclusively licensed, otherwise meeting the eligibility criteria for an Enterprise License set forth in Section 3.

2.7 "Modification" means any change by Licensee (but only to the extent permitted by the intended functionality of the Software and/or Supplemental Materials) to the substance of a eTryOn Sample or any change to the substance of the contents of a file containing a eTryOn Sample; and/or any new file that contains any part of a eTryOn Sample; all of which ensures that the eTryOn Sample is not the primary source of value. Modifications may not be made to Restricted eTryOn Samples.

2.8 "Open Source Software and Other Software" means the open source software and other software disclosed and referenced at <https://etryon-h2020.eu/software/>

2.9 "Restricted eTryOn Samples" means non-modifiable avatars (and each of their elements) and clothing and accessories included in the Licensed Materials, and any other Licensed Materials specified as "Restricted Licensed Materials" (or similar verbiage).

2.10 "Supplemental Materials" means materials, other than Software and related User Documentation that are distributed or made available by eTryOn for use with Software. Supplemental Materials include, without limitation, eTryOn Samples and Restricted eTryOn Samples.

2.11 "Update(s)" means any corrections, patches, maintenance, and/or replacement of a Software version with a new Software version as and when eTryOn deems such Update is necessary to correct errors, remove, add or improve functionalities, and/or add service packs.

2.12 "User Documentation" means the explanatory or instructional materials for Software or Supplemental Materials.

3. Equipment

You must provide all equipment and software necessary to access our Services or Software. You are responsible for all internet fees, data fees, or mobile fees that you incur while accessing our Services or Software.

4. Changes to Terms & Our Services

4.1 eTryOn reserves the right, at our discretion, to change or modify these Terms at any time. Although it is your responsibility to review these Terms from time to time for any changes, eTryOn will notify you of any revisions to these Terms by posting them at this location, and may provide other notice which may include by email or in-Service notice. If you do not agree to the revised Terms, you must stop using our Services. Your continued use of our Services following any revision to these Terms signifies your assent to and acceptance of the revised Terms.

4.2 You agree that eTryOn retains the unfettered right to modify any aspect of our Services or Software. You acknowledge that eTryOn has been, is, and will be constantly making changes to our Services or Software. These changes include modifications to features, functions or abilities of any element of our Services or Software.

4.3 All descriptions, images, references, features, content, specifications, products and prices of products and services described or depicted on our Services or Software, are subject to change (including availability) at any time without notice.

5. Who Can Use Our Services

We want our Service to be as open and inclusive as possible, but we also want it to be safe, secure, and in accordance with the law. So, we need you to commit to a few restrictions in order to be part of the eTryOn community.

- You must be at least 16 years old.
- You must not be prohibited from receiving any aspect of our Service under applicable laws or engaging in payments related Services if you are on an applicable denied party listing.
- You must not be a convicted sex offender.

6. How You Can't Use our Services

Providing a safe and open Service for a broad community requires that we all do our part.

- You can't impersonate others or provide inaccurate information.
- You don't have to disclose your identity on eTryOn, but you must provide us with accurate and up to date information (including registration information). Also, you may not impersonate someone you aren't, and you can't create an account for someone else unless you have their express permission.
- You can't violate (or help or encourage others to violate) these Terms or our policies
- You can't attempt to create accounts or access or collect information in unauthorized ways.
- This includes creating accounts or collecting information in an automated way without our express permission.
- You can't attempt to buy, sell, or transfer any aspect of the content or solicit, collect, or use login credentials or content of other users.
- You can't post private or confidential information or do anything that violates someone else's rights, including intellectual property.

If you provide the images of the other people, it means that you have the rights to use them and provide for our usage and you take the full responsibility in case of any claims from the person on the photo that you used and provided for our usage.

7. Permissions You Give to Us.

As part of our agreement, you also give us permissions that we need to provide the Service.

- We do not claim ownership of your content, but you grant us a license to use it.
- When you place an order or upload content that is covered by intellectual property rights (like photos or videos) on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your privacy and application settings). You can end this license anytime by providing the written notice to etryon.project@gmail.com.

8. Unauthorized Activities

8.1 You may use our Services and/or Software only for lawful purposes, in accordance with these Terms, and only in the manner contemplated by the functionalities of our Services and/or Software (in eTryOn's sole judgment).

8.2 Except as expressly authorized in these Terms or allowed by applicable law, you may not (i) use, copy, modify, reverse engineer, disassemble, decompile, modify, or transfer our Services or eTryOn Software, or otherwise attempt to derive the source code of our Services or eTryOn Software; (ii) translate, adapt, arrange, or create derivative works based on, or otherwise modify our Services or eTryOn Software or any elements thereof for any purpose; provided however you may make Modifications to eTryOn Samples where such Modifications are permitted by the intended functionality of our Services or eTryOn Software and such Modifications ensures that the eTryOn Sample is not the primary source of value; (iii) distribute eTryOn Samples as your work product without Modifications, (iv) distribute and/or make Modifications to Restricted eTryOn Samples; or authorize any third party to do any of the foregoing;

8.3 Any reproduction or redistribution of our Services or eTryOn Software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

8.4 Without limiting our other remedies, we may limit, suspend, deactivate or terminate user accounts, prohibit access to all or any portion of our services, delay or remove user content, and take technical and legal steps to prevent you from accessing our services if we believe that you are creating risk or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our terms or policies, with or without notice to you. You can lose your account as a result of account suspension, deactivation, or termination, as well as any benefits, privileges, items and purchased items associated with your use of our services, and etryon is under no obligation to compensate you for any such losses or results.

9. Accuracy, Completeness and Timeliness Of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information,

necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

10. Registration, Usernames & Passwords

10.1 In order to access some features of the Services, you may be required to register an account with us.

10.2 When creating or updating an account, you may be asked to provide us with certain personal information, which may include your e-mail address and other information that can be used to identify you. Such information, if provided to us, will be held and used in accordance with our Privacy Policy.

10.3 Notwithstanding anything herein to the contrary, you acknowledge and agree that you have no ownership or other property interest in the account, and you further acknowledge and agree that all rights in and to the account are and shall be owned solely and exclusively by eTryOn.

10.4 You agree to (i) provide us with current, complete and accurate information as prompted by the applicable registration form, and (ii) maintain and promptly update the registration data to keep it true, complete, accurate and correct. If you provide any information that is untrue, inaccurate, not current or incomplete, eTryOn has the right to suspend or deactivate your account and refuse you from any and all current and future use of the Services (or any portion thereof).

10.5 When registering for an account, you will be asked to choose a password and username. You may not use a username that is used by someone else, is vulgar or otherwise offensive (as determined by eTryOn in its sole discretion), infringes any trademark or other rights of others, or is used in any way that violates these Terms. You are entirely responsible for maintaining the confidentiality and security of your account information (including usernames, passwords and billing information).

10.6 eTryOn will not be liable for any loss or damage that you may suffer as a result of someone else using your account, either with or without your knowledge. You will be liable for any and all losses incurred by eTryOn and/or any of its licensors due to someone else using your account. You may not use anyone else's account at any time. Your account is personal to you and you may not transfer or make your account available to others. Any distribution by you of your account or related information may result in suspension or deactivation of your account without refund or compensation to you, and the imposition of additional charges to your account based on any unauthorized use.

11. User Content & Unsolicited Submissions

11.1 Certain aspects of the Services allow users to upload, transmit or post content ("Post"). By Posting content, including, without limitation, Virtual Items such as patterns and related data, materials, choosing a username, or participation in any chats or forums, you automatically grant us and our designees, or warrant that the owner of such content has expressly granted us and our designees, a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display content you Post throughout the world in any media. You also hereby grant each user of the Services a non-exclusive license to access content you Post, and to use, reproduce, distribute, display and perform such content, each in the manner contemplated by the Services and these Terms.

11.2 We have no obligation to monitor content Posted on the Services and we are not responsible for monitoring the Services for inappropriate or illegal content or conduct by other users. However, we retain the right, in our sole discretion, to edit, refuse to post, or remove any content. We may

also, at our discretion, monitor and/or record your interaction with the Services or your communications with eTryOn or other users (including without limitation chat text and voice communications) when you are using the Services.

12. User Comments, Feedback And Other Submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

13. Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

14. Term & Termination

14.1 Your right to use the Services and Software are effective through the end of the applicable Subscription Term, or where a perpetual license is purchased, perpetually, unless earlier terminated pursuant to these Terms.

14.2 As between eTryOn and you, each of eTryOn or you may terminate these Terms and your license to the Services and/or Software if the other party is in breach of these Terms and fails to cure such breach within ten (10) calendar days after written notice of the breach; however, if you are in breach, eTryOn may terminate these Terms, and your license to the Services, Software, or Licensed Materials immediately, without further notice to you. You acknowledge and agree that eTryOn may assign or subcontract any of its rights or obligations under these Terms.

14.3 Upon termination, the licenses granted to you by eTryOn shall cease, you may not be able to access or retrieve any content associated with your account, and you will promptly remove the Software from your device.

14.4 If you terminate your account, you agree that we may keep your content on our servers for a reasonable time thereafter (for example, to enable you to renew a subscription or reactivate your account, if you so desire).

15. Disclaimer Of Warranties; Limitation Of Liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall MoreDash, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

16. Indemnification

You agree to indemnify and hold eTryOn Parties harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Services or Software in violation of these Terms and/or any breach of your representations and warranties set forth above and/or if content you Post causes us to be liable to another.

17. Equitable Remedies

You acknowledge that the rights granted and obligations made under these Terms to eTryOn are of a unique and irreplaceable nature, the loss of which shall irreparably harm eTryOn and which cannot be replaced by monetary damages alone. Accordingly, eTryOn shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.

18. Publicity

You grant eTryOn the right to use your company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers, subject to your standard trademark usage guidelines as provided to us from time to time. eTryOn doesn't want to list users who don't want to be listed, so you may

send us an email to etryon.project@gmail.com stating that it does not wish to be used as a reference and a reasonable period to stop the use.

19. Severability

The provisions of these Terms are intended to be severable. If for any reason any provision of these Terms shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

20. Force Majeure

We are not liable for any changes or problems out of our control, for example changes or problems caused by like natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

21. Changes To Terms Of Service

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

22. Notices

We may notify you by posting(s) made within the Services, sending you an e-mail or using other ways of communicating with you based on the contact information you provide to us. Any notice to eTryOn required according to these Terms must be in writing and addressed to etryon.project@gmail.com.