

## Information Sheet and Consent Form

**Title of the Project:** eTryOn - Virtual try-ons of garments enabling novel human fashion interactions

**Website:** <https://etryon-h2020.eu/>

**Coordinator:** CERTH-ITI

**Leading Local Investigator:** Michaela Jauk & Ursina Häfliger

**Programme:** Horizon2020

**Contract Number:** 951908 - eTryOn

**Project Duration:** 27 months

**Start - End:** October 2021 – December 2022

The following generic content will constitute the indicative terms and conditions of use between eTryOn and designers and customers that will use the three applications that will be developed in eTryOn: DressMeUp, Magic Mirror and Designer app. The content will be translated to the local language of the pilot site.

This Agreement is entered into as of ..... by and between ....., under the Swiss law, having its principal place of business at ....., and eTryOn, as represented by .....

The study described in this document is part of the research project “*eTryOn*“. This project has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No. 951908.

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

### **A. Purpose of the study/project**

#### **1. General background**

This study has been set up by the CERTH – ITI in Greece and is carried out by researchers across various research centres in Europe. In Switzerland, this study is coordinated by Odlo. The study is funded by European Union’s Horizon 2020 research and innovation programme under grant agreement No 951908. In total, 150 study participants will be included in this study. This study has been approved by the Research Ethics Committee of the [eTryOn](#).

With eTryOn, the use of interactive technologies will become mainstream in the fashion industry, focusing on three distinct fashion experiences that target both fashion designers and consumers: i) creative experience: while the creative process of garment design has changed over the past years from 2D sketches to using 3D design software, the visualization capabilities are still rather limited to just fitting the garments on grayscale predefined still avatars without considering the response of the garments during movements; ii) social experience: while the social experience of fashion has changed with the wide adoption of platforms like Instagram, it is still limited to just uploading images of people wearing physical clothes; and iii) shopping

experience: the online shopping experience is essentially the same whether people buy clothes or electronics (i.e. they look at a few images of the items and their specs).

## 2. Purpose

This study has the following purposes:

**The designer pilots:** The designer Pilots aim to evaluate the **VR Designer** application that was developed in eTryOn for assisting fashion designers in the garment design process. The Pilots' outcome will be employed to refine and evaluate the eTryOn system.

**The consumer pilots:** The consumer pilots aim to evaluate **Dress Me Up** application for social media use and the **Magic Mirror** application for supporting online shopping. Both target the fashion consumers.

All participant's data are essential for the needs of the research for evaluating eTryOn services and further studying user's needs and behavior through the application testing. Your data will be used in the context of this study from eTryOn's consortium partners strictly for the needs of the research. All research groups involved in this study are approved by the project and follow the same regulations in regards to data protection and security.

## 3. What your participation involves

Before participating the pilots, you will have the opportunity to ask any additional questions you might have about the study and discuss your participation with leading local investigators. If you agree to participate, you will test one of the applications and provide information about the user experience you had by answering a questionnaire.

Prior to pilots, you and the researcher will both sign the informed consent form. When informed consent form has been signed, the pilot testing can begin. In **Appendix B** you can see a copy of the informed consent form that you will be asked to sign.

## 4. Data Processing

During the pilots, your personal data will be collected, used and stored for this study. This concerns information such as your name, address and information about your professional occupation and level of technology familiarization. It also includes your comments and feedback you provide us through the questionnaires, regarding your user experience from the application. The collection, usage and storage of your data is required to answer the research questions of this study. The data processing procedures do not include any existence of an exclusively automated decision-making (i.e. without human intervention) process. We will ask your permission for the use of your data in the Consent Form (Appendix B).

### 4.1 Confidentiality of your data

To protect your privacy, we will follow the guidelines of the EU General Data Protection Regulation. Your data will be given a code. Any information that can directly identify you will be omitted. Data can only be traced back to you with the encryption key. All data will be stored centrally on a digital platform developed specifically for the eTryOn project. This way, your data will only be shared with other researchers within the eTryOn project. All data collected from you testing the app will only be made available to researchers within the eTryOn project who undergo specific data protection training. We will not share identifiable data with other researchers. The encryption key remains safely stored at the eTryOn Gdrive. The data cannot be traced back to you in reports and publications about the study.

### 4.2 Access to your data for verification

Some people can access all your data at the (eTryOn Gdrive). This includes the data without a code. This is necessary to check whether the study is being conducted in a good and reliable manner. Persons who have access to your data for review are: the data protection committee that monitors the safety of the study. They will keep your data confidential. We ask you to provide your consent to this access.

#### **4.3 Storage and use of data for other research**

Your data may also be of importance for other scientific research in the field of digital fashion. To this end, we would like to store your data for 5 years. You can indicate on the consent form whether or not you agree to this. If you do not agree, you can still participate in this study and your data will only be used for the needs of current study.

#### **4.4 Withdrawing consent**

You can withdraw your consent to the use of your personal data at any time. This applies to this study and also to the storage and use of your data for future research. The study data collected until the moment you withdraw your consent will still be used in the study, unless you specifically ask for their deletion. In this case, researchers within the eTryOn project with access to the encryption key storage database will trace your info, delete all your data and officially inform you about this process.

#### **4.5 More information about your rights when processing data**

For general information about your rights in regards to the processing of your personal data, you can consult the website of the [Federal Data Protection and Information Commissioner](#), Switzerland.

If you have questions or complaints about the processing of your personal data, we advise you to first contact a researcher from the [eTryOn site](#). You can also contact the Data Protection Officer of the [eTryOn site](#) (see contact details in Appendix A) or the [Federal Data Protection and Information Commissioner](#), Switzerland.

#### **4.6 Registration of the study**

Information about this study is included in a list of virtual try-on scientific studies which can be found at [eTryOn site](#). This does not contain any information that can be traced back to you. After the pilots, the website may display a summary of the results of this study.

#### **4.7 Data Collection and Protection**

ETryOn will ensure that your personal data will be:

- (a) processed lawfully, fairly and in a transparent manner in relation to the data subject ('lawfulness, fairness and transparency');
- (b) collected for specified, explicit and legitimate purposes of eTryOn and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or other research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes ('purpose limitation');
- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');
- (d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');

(e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or other research purposes or statistical purposes in order to safeguard the rights and freedoms of the data subject ('storage limitation');

(f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures ('integrity and confidentiality').

## **5. Rights**

ETryOn aligns with the GDPR EU legislation 2016/679, providing you with the following rights regarding your personal data:

- The Right to Information
- The Right of Access
- The Right to Rectification
- The Right to Erasure
- The Right to Restriction of Processing
- The Right to Data Portability
- The Right to Object
- The Right to Avoid Automated Decision-Making

## **6. If you do not want to participate or you want to stop participating in the study**

Participation is voluntary: It is up to you to decide to participate in the study.

If you do participate in the pilot, you can always change your mind and decide to stop at any time during the pilot. You do not have to provide a reason. You do, however, need to tell the investigator immediately if you want to stop your participation. The data collected for the study up to that point will be used for analysis.

If there is any new information about the study that might impact on your desire to continue participating in the study, the investigator will inform you as soon as possible. You will then be asked if you want to continue with your participation.

## **7. Any further questions**

If you have any questions, please contact the investigator. If you would like any independent advice about participation in this study, you may contact your local independent expert. He/she knows about the study but is not directly involved in it.

If you have any complaints about the study, you can discuss this with the investigator. If you prefer not to do this, you may contact your local complaints officer. All the relevant details can be found in Appendix A.

## **8. Contact Us**

If you have any feedback, questions or comments about the Services, please contact our Research Team:

Email: [etryon.project@gmail.com](mailto:etryon.project@gmail.com)

Please be sure to include in any email or postal mail your full name, email address, postal address, and any message.

## **B. Terms and Conditions of Use**

Welcome to eTryOn. By using eTryOn's applications : DressMeUp, Magic Mirror and Designer app and services, you are agreeing to all the terms below.

ETryOn and its applications (DressMeUp, Magic Mirror and Designer app, collectively referred to throughout as eTryOn) offer a variety of services aiming to transform the current HFI experiences (i.e. creative, social and shopping), efficiently tackling the needs of both the consumers and the fashion industry..

These Terms and Conditions of Use ("Terms") govern your access to and use of our Services. Please read the Terms carefully before using our Services, as they are a legally binding contract between you and eTryOn. Your access and use of the Services (regardless of whether you create an account with us), constitutes your agreement to these Terms and our Privacy Policy, which is incorporated into the Terms. Stated alternatively, you have the right to disagree with any part of the Terms and not use our Services.

Please feel free to contact us if you have any questions or suggestions by sending an email to [etryon.project@gmail.com](mailto:etryon.project@gmail.com).

### **1. Use of the Services and Your Account**

#### **(a) Who can use eTryOn and for what purposes**

ETryOn aims to revolutionize the interaction between users (i.e. fashion designers, lovers and consumers) and fashion items, by researching and developing technologies that allow virtual try-ons of garments.

In order to participate in the application's pilots and use eTryOn services you must be above 16 years old and either be professionally involved in the fashion industry (design, retail etc) or be interested in fashion as a consumer with an active social media presence (influencer, blogger, vlogger).

DressMeUp can be used by customers, influencers and designers: in the application you will take a photo or video of yourself with a smartphone and upload it to the eTryOn cloud software, where your 3D avatar will be created and you will be able to select from a list of available clothes for the one that you want to virtually try on. The garment will be automatically rigged and skinned on your avatar and you will be able to see yourself in this outfit in various poses and animations and share this through your social media accounts. Magic Mirror also addresses customers, influencers and designers: you will be able to see yourself either in a real time digital mirror setting or in a virtual room with pre-computed animations, and virtually try on the garments you choose from the included list. Designer App is mainly targeting fashion designers. This tool can be used from the early stages of the garment design process up until the final presentation of the collection. The designer will be able to work on and design new clothes in a VR environment and check out the results on a virtual avatar, inspect the garment's qualities and make any possible changes that might be needed.

#### **(b) Your Account**

You will need to create an eTryOn account to access the Services, and it's important that the information associated with your account is accurate and up-to-date (particularly your email address – if you ever forget your password, a working email address is often the only way for us to verify your identity and help you log back in). For the Designer app, in order to reassure that fashion industry professionals will use the app, you may need to register your professional details in order to proceed to creating your account.

You may need to register for an eTryOn account in order to access or use certain Services. Your account may automatically provide you access and means to use new Services that we create.

When you create an account for any of our Services, you must provide us with accurate and complete information as prompted by the account creation and registration process, and keep that information up to date. Otherwise, some of our Services may not operate correctly, and we may not be able to contact you with important notices.

If you create an account, you are responsible for maintaining the confidentiality of any and all actions that take place while using your account, and you must notify our Support Team right away of any actual or suspected loss, theft, or unauthorized use of your account or account password. We are not responsible for any loss that results from unauthorized use of your username and password, with or without your knowledge.

If you forget your password and have an existing eTryOn account, click on the “Sign In” or “Log In” link at the top of the page. You will be taken to the Sign In page, where you can select “Forgot Password” to create a new password.

You have the right to delete your account at any time by using the relevant section. If you choose to permanently delete your account, the non-public Personal Data that we have associated with your account will also be deleted.

#### **(c) Service Updates, Changes and Limitations**

Our Services may evolve to be used by a broader public. Therefore, we need the flexibility to make changes, impose limits, and occasionally suspend or terminate certain offerings. We may also update our Services, which might not work properly if you don’t install the updates.

We may from time to time, as we see fit, develop and provide updates for certain Services. This may include upgrades, modifications, bug fixes, patches and other error corrections and/or new features (collectively, “Updates”). Certain portions of our Services may not properly operate if you do not install all Updates. These Updates may include updated versions of our applications, which may automatically electronically upgrade the versions used on your device, as well as updates to apps and other connected products. You expressly consent to such automatic Updates. Furthermore, you agree that the Terms (and any additional modifications of the same) will apply to any and all Updates to the Services.

#### **(d) Service Monitoring and Suspension**

We may change, suspend, or discontinue any or all of the Services at any time, including the availability of any product, feature, database, or Content. We may also deactivate, terminate or suspend your account at any time:

- (1) if we, in our sole discretion, determine that you are or have been in violation of these Terms or the spirit
- (2) if we, in our sole discretion, determine that you have created risk or possible legal exposure for eTryOn
- (3) due to unexpected technical issues or problems.

We will endeavor to notify you by email or at the next time you attempt to access your account after any such deactivation, termination or suspension.

#### **(e) Security**

We have taken strong measures to protect the security of your Personal Data, User-Generated Content, and account. Please let us know right away if you believe your account has been hacked or compromised.

## **2. Privacy**

By using the Services you consent to the collection, use, and providing your Personal Data, as registered for the purposes of creating your account.

## **3. Ownership and Use of Content**

### **(a) Our License to You**

You are welcome to access and use our content, products and services. In order to do so, you will need to respect our intellectual property rights and only use our Services the way they are intended to be used.

You acknowledge and agree that the Services, any necessary software used in connection with the Services (if any), and the eTryOn Content contain proprietary and confidential information that is protected by applicable intellectual property and other laws. We grant you a limited, revocable, personal, non-transferable, and nonexclusive right and license to access and use the Services and eTryOn Content, provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in the eTryOn Content or Services to anyone else.

This license is subject to the Terms, including our Community Guidelines and eTryOn Content. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, the Services' software, or any eTryOn Content offered as part of the Services (other than User-Generated Content), in whole or in part. Please do not download, copy, or save eTryOn Content, except (i) as expressly permitted by the functionality of certain Services (e.g., sharing virtual try-ons on your personal social media accounts) as provided for in the specific guidelines and/or additional terms applicable to those Services, or (ii) solely for personal use or your records.

### **(b) Your License to Us**

When you post content in connection with eTryOn, it still belongs to you – however, you are giving us permission to use that content in certain ways in connection with our Services and make the content available to others.

We reserve the right to monitor, remove or modify User-Generated Content for any reason and at any time, including User-Generated Content that we believe violates these Terms, the Community Guidelines, and/or our policies.

### **(c) Your Feedback**

We value hearing from fashion industry professionals, and are always interested in learning about ways we can improve eTryOn. If you choose to submit comments, ideas or feedback, you should submit the idea through the relevant section on eTryOn, and you agree that we are free to use the ideas you submit without any restriction or compensation to you.

## **4. Miscellaneous**

These miscellaneous provisions are part of just about every online terms agreement. Basically, they ensure that this agreement between us is enforceable.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of the Terms or your use of the Services. The Terms and any

Product-Specific Terms constitute the entire agreement between you and us with respect to your use of the Services.

You may not assign, delegate, or otherwise transfer your account or your obligations under these Terms without our prior written consent.

Our notice to you via email, regular mail, or notices or links displayed in connection with the Services constitutes acceptable notice to you under the Terms. We are not responsible for your failure to receive notice if email is quarantined by your email security system (e.g., “junk” or “spam” folder) or if you fail to update your email address. Notice will be considered received forty-eight hours after it is sent if transmitted via email or regular mail.



**Appendix A: contact details for ([eTryOn](#))**

Principle investigator:

Spiros Nikolopoulos, senior researcher at the Centre for Research and Technology Hellas (CERTH) in the Information Technologies Institute (ITI) Greece, [nikolopo@iti.gr](mailto:nikolopo@iti.gr)

Other investigators:

Michaela Jauk, Odlo S.A., Project Manager, [michaela.jauk@odlo.com](mailto:michaela.jauk@odlo.com)

Ursina Haefliger, Odlo S.A., Project Manager, [ursina.haefliger@odlo.com](mailto:ursina.haefliger@odlo.com)

Complaints officer: Ursina Haefliger, Odlo S.A., Project Manager, [ursina.haefliger@odlo.com](mailto:ursina.haefliger@odlo.com)

Data Protection Officer of CERTH: Stella Papageorgiou, [spapastergiou@certh.gr](mailto:spapastergiou@certh.gr)

## Appendix B: Participant Informed Consent Form

Your participation in this study is only possible if you freely and independently sign this consent to authorize us to use the data you provide. If you do not wish to do so, please do not participate in this study.

I have read the information in this consent or the information has been read to me in an adequate way. All of my questions about the study and my participation in it have been answered. I had enough time to decide if I wanted to participate in this study.

I know that participation is voluntary. I know that I may decide at any time not to participate after all or to withdraw from the study. I understand that I do not need to give a reason for this.

I give permission for the collection and use of my data to answer the research questions of this study.

I know that some people may have access to all my data to verify that this study is performed correctly. These people are listed in this information sheet. I consent to them accessing my data.

I

do

do not consent to storing my personal data for 5 years and to use such data for future research in the field of digital fashion design and production.

I

read all the information in this form.

The information in this form was read to me by:

Michaela Jauk, Odlo S.A., Project Manager, [michaela.jauk@odlo.com](mailto:michaela.jauk@odlo.com) / Ursina Haefliger, Odlo S.A., Project Manager, [ursina.haefliger@odlo.com](mailto:ursina.haefliger@odlo.com)

the questions that I had have been answered by:

Michaela Jauk, Odlo S.A., Project Manager, [michaela.jauk@odlo.com](mailto:michaela.jauk@odlo.com) / Ursina Haefliger, Odlo S.A., Project Manager, [ursina.haefliger@odlo.com](mailto:ursina.haefliger@odlo.com)

I confirm that I am over the age of 16 and I have read and agreed to the Terms of Use.

I want to participate in this study.

I authorize the use and diffusion of my answers to the entity aforementioned for the purposes above indicated. Signing this consent does not imply giving up to any legal rights. I accept in a voluntary way to participate in this investigation carried out by the eTryOn Consortium. I understand that I have the right of having a copy of this informed consent.

Name and surname of participant:

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Date:

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Signature of participant:

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I hereby declare that I have fully informed this study participant about this study.

If information becomes known during the course of the study that could affect the study participant's consent, I will inform him/her of this in a timely fashion.

Name of investigator

Michaela Jauk, Odlo S.A., Project Manager, [michaela.jauk@odlo.com](mailto:michaela.jauk@odlo.com)

Ursina Haefliger, Odlo S.A., Project Manager, [ursina.haefliger@odlo.com](mailto:ursina.haefliger@odlo.com)

Signature:

Date: \_\_ / \_\_ / \_\_

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The study participant will receive the full information sheet, together with a signed copy of the consent form.