

TERMS OF USE SHOPPATAR

Article 1 - Object and formula

1.1 Unipage BV, with its registered office at 8800 Roeselare, Gitsbergstraat 9B in Belgium and with company number 0812.082.119 ("**Unipage**") offers an information society service to the User who accesses the Shoppatar platform ("**Platform**") through an account ("**Account**") where the User can create an avatar/mannequin by means of AI-generated content and can apply various clothes/outfits to the avatar through the same AI tool ("**Service**"). However, Unipage does not act in the sale of clothing items, nor as an intermediary, displayed through the Shoppatar Service.

1.2 These Terms of Use apply to the use of the Platform and the Service by the User and constitute the integral agreement between Unipage and the User ("**Agreement**").

1.3 The specific modalities of the Platform and volumes of the Service depend on the licence subscribed by the User on his/her own initiative and under his/her sole responsibility.

1.4 The User may change his/her licence chosen in accordance with Article 1.3 at any time:

- In case the User wishes to upgrade his/her licence, this change will be implemented immediately and the licence price due for the current period will be charged;
- If the User decides to downgrade his/her licence, he/she retains access to the then current licence until the end of the current period in which the downgrade was requested by the User. The User will be switched to the lower licence from the next period in accordance with Article 2.1.

1.5 Depending on the licence subscribed, the User can have one or more avatars generated on his Account. If the user generates avatars of other persons, the User guarantees that he has obtained their consent and has the necessary rights to do so. The User acknowledges and accepts his/her own responsibility and liability for claims which may be made by third parties and is obliged to fully indemnify Unipage in accordance with Article 5.5 of the Agreement following a breach of this article.

Article 2 - Duration

2.1 The Agreement is entered into for a period of one (1) month or one (1) year, depending on the formula chosen by the User and this starting from the completion of the registration process and payment of the licence fee by the User. After expiry of the period mentioned in this paragraph, the Agreement is tacitly renewed, each time for a period equal to the period mentioned in this paragraph.

Article 3 - Termination

3.1 The User has the option to terminate the Agreement at any time, with the User retaining access to the Platform and the Service up to and including the last day of the period determined in accordance with Article 2.1. Unipage is not

obliged to refund payments for periods when the Service was not used.

3.2 The User acknowledges and accepts that the right of withdrawal as provided for in Article VI.47 of the Economic Law Code does not apply to the Agreement, this in accordance with Article VI.53, 13° of the Economic Law Code.

3.3 Unipage has the right to terminate the Agreement in writing at any time without any justification and without judicial intervention, subject to respecting a notice period that runs up to and including the last day of the period defined in Article 2.1.

3.4 Unipage may terminate the Agreement at any time with immediate effect, without owing any refund or compensation to the User, if the User acts in breach of this Agreement and/or applicable law, without prejudice to Unipage's right to full compensation for damages suffered on account of the User

Article 4 - Price and payment

4.1 For the use of the Platform and the Service, the User shall pay Unipage a monthly or annual fixed fee, depending on the licence subscribed by the User. This monthly or annual licence fee is due at the start of the Agreement and prior to each month or year in which the Agreement continues.

4.2 The price stipulated in Article 3.1 of the Agreement must be paid via one of the payment means listed on the Platform's payment page. The use of the means of payment may be subject to general conditions of its third-party provider.

4.3 If a fee payment is not processed as a result of User error, such as, but not limited to:

- Insufficient balance
- Expired payment instrument
- ...

Unipage may suspend the User's access to the Platform and the Service until payment has been processed.

4.4 In the event of non-payment by the due date, the User shall also be liable, ipso jure and without notice of default, for interest in the amount of 5% on an annual basis.

4.5 Unipage may from time to time run promotional promotions or offer a trial period whereby a new User, being a User who has not yet completed the registration process at the time of the promotion, may enjoy the Service for a specified period at a discount to the usual fee as stipulated in Article 4.1. Promotions cannot be cumulated.

4.6 After the end of the trial and/or promotional period, the Agreement continues in accordance with the modalities of the licence chosen at registration by the User and the payment obligation for the fee associated with the chosen licence starts or resumes.

4.7 Unipage may refuse or terminate the promotion at any time if Unipage determines that the User is not (or no longer) eligible or to prevent abuse of the promotion.

Article 5 - Licence and fair use

5.1 Unipage grants the User, in accordance with the terms of this Agreement, a limited, non-exclusive, non-transferable and non-sublicensable right to use the Platform and the Service, subject to the licence subscribed by the User, for the creation of AI-assisted images of (i) one or more avatars and (ii) adaptations of the avatar images, and only for personal, non-commercial purposes.

5.2 The conclusion of the Agreement does not grant the User any ownership interest in Unipage's intellectual property rights, including copyrights, trademarks, service marks, trade names or any other intellectual property rights. These rights are the sole property of Unipage and/or its licensors.

5.3 The User undertakes to use the Platform and the Service in a normal and prudent manner throughout the duration of the Agreement. The User is therefore strictly prohibited from:

- Decompile, reverse engineer, disassemble, modify, distribute, reproduce, offer for sale, license, create derivative works from, ... the Service and/or the Platform as well as its underlying technology;
- Bypass, modify, manipulate or disable any features or security of the Platform and/or the Service;
- Damage, disable, overload or impede the Platform and/or the Service;
- Use the Platform and/or the Service in an unlawful manner, for an unlawful purpose or in a manner contrary to the terms of the Agreement;
- Share the login details for accessing the Platform and/or the Service with third parties or allow third parties to breach the restrictions outlined above.

5.4 If Unipage establishes that the User is using the Platform and/or the Service in violation of this Agreement and/or applicable legislation, Unipage is entitled to block the User's access to the Platform and/or the Service in a timely or permanent manner and to deny the User access to the Platform and/or the Service in a timely or permanent manner, without prejudice to Unipage's right to claim compensation for damages suffered.

5.5 The User confirms to indemnify and assist Unipage at Unipage's first request against third-party claims for damages arising from the User's breach of the Agreement.

Article 6 - User-generated content

6.1 The User guarantees that he/she will only upload or otherwise communicate to the Platform and use for the Service the data for which he/she has the necessary rights and/or permissions.

6.2 The User retains the intellectual property rights, in particular the copyrights, regarding the data/data they upload on the Platform or otherwise communicate with the Platform as well as the data/data generated by means of the Service and at the instruction of the User.

6.3 The User guarantees to indemnify Unipage in accordance with Article 5.5 of the Agreement if he/she violates the rights of

third parties by using the Platform and/or the Service. Such violation also constitutes a serious default on the basis of which Unipage may proceed to the immediate termination of the Agreement on behalf of the User.

6.4 When the User uses the Service to post, upload, share or otherwise transmit information/data subject to intellectual property rights, the User grants Unipage a non-exclusive, royalty-free, transferable, sub-licensable, worldwide and perpetual licence to use, modify, perform, copy or otherwise create derivative works from the aforementioned information/data in a manner consistent with privacy laws as well as Unipage's Privacy Policy. The same applies to the data generated by means of the Service.

Article 7 - Notice and take down

7.1 The User accepts and acknowledges that, pursuant to artt.XII.19-20 of the Economic Law Code, there are legal obligations on Unipage regarding liability for unlawful content on the User's Account.

7.2 Pursuant to these regulations, the User acknowledges that Unipage has the legal obligation, in the event of Unipage simply becoming aware that unlawful information or files have been made available via the User's Account, to take the measures described below in order to prevent the further dissemination of the aforementioned unlawful information or files, without the User being held liable for this.

7.3 Unipage may, but is not obliged to, in the event of a notification pursuant to Article 7.2, request the User in writing to immediately remove from his/her Account all effectively or potentially illegal information or files that he/she makes available through his/her Account. The User acknowledges, however, that Unipage is never obliged to follow this prior warning procedure and always has the option, irrespective of the nature and seriousness of the infringements, to proceed immediately with the measures mentioned in Article 7.4.

7.4 Regardless of whether or not the warning procedure in accordance with Article 7.3 is followed, Unipage has the right, in the event of a notification in accordance with Article 7.2, to immediately and without prior warning prevent access to potentially or effectively unlawful information or files, at its discretion and according to its understanding.

7.5 The User declares that he/she is aware of the fact that Unipage, when applying the measures provided for in this article in accordance with Article XII.19 WER, is obliged to immediately notify the competent judicial or administrative authorities of alleged illegal activities or illegal information operated or made available by the User on his/her Account.

7.6 Unipage's compliance with the procedures described in Articles 7.3 and 7.4 does not affect its right to take other contractual measures against the User, in particular but not limited to the immediate termination of the Agreement at the User's expense.

7.8 The User is obliged to indemnify Unipage for any claim made by a third party against Unipage as a result of unlawful content on the User's Account.

Article 8 - Force majeure

8.1 Unipage is not liable for the unavailability (temporary or otherwise) of the Platform and/or the Service due to, inter alia, (i) maintenance periods, (ii) installations of updates, (iii) a power or server outage, (iv) cybercrime, (v) strikes (vi) and any other strange cause and circumstance that should not reasonably be at Unipage's risk. Unipage therefore does not guarantee continuous and uninterrupted use of the Platform and/or the Service.

8.2 In the event of long-term unavailability of the Service of at least 30 days as a result of the situations (i), (ii) and (iv) mentioned in Article 8.1 of the Agreement, the User may immediately terminate the Agreement free of charge.

Article 9 - Liability

9.1 The successful use of the Service is subject to the technical functionalities and limitations of the User's equipment. Unipage can never be held responsible for incompatibility of the Platform and/or the Service with the User's equipment.

9.2 Unipage does not guarantee that the results of the Platform and/or the Service meet the content expectations of the User. Unipage cannot be held liable for this.

9.3 The User shall be liable to Unipage for any damage suffered by Unipage as a result of using the Platform and/or the Service in violation of the provisions of this Agreement and applicable law.

Article 10 - Privacy

10.1 In execution of the Agreement, Unipage BV with its registered office at 8800 Roeselare Belgium, Gitsbergstraat 9B and with company number 0812.082.119 acts as processing controller vis-à-vis the User.

10.2 For more information, please refer to Unipage's Privacy Policy.

Article 11 - General provisions

11.1 This Agreement comprises the entire agreement between the Parties and applies to the Platform and any performance of the Service. Unless otherwise agreed, in writing, the terms and conditions of the User do not apply.

11.2 If one or more (parts of) provisions of the Agreement are declared void or unenforceable, the Parties shall replace such provisions with a valid and enforceable provision that will, to the extent possible, achieve the economic, business or other purpose of the said void or unenforceable provision and the remaining provisions of the Agreement shall remain in force.

11.3 Unipage's mere failure to insist on or enforce strict compliance with any provision of the Agreement shall not be construed as a waiver or relinquishment of rights unless confirmed in writing.

11.4 The User may file a complaint:

- at the Belgian Consumer Ombudsman Service (<https://consumentenombudsdienst.be/nl>)
- on the European Online Dispute Resolution platform (<http://www.odreurope.com/eu-odr-platform>).

Article 12 - Applicable law and competent court

12.1 The Agreement is governed by Belgian law and shall be interpreted accordingly.

12.2 Any dispute regarding the Agreement shall be finally settled by the court where Unipage has its registered office.