

## Terms and Conditions of Service

**PLEASE READ THESE TERMS AND CONDITIONS OF SERVICE CAREFULLY BEFORE USING OUR SERVICES. IF A USER DISAGREES WITH OR CANNOT ADHERE TO THESE TERMS AND CONDITIONS, THEN THEY ARE TO REFRAIN FROM USING OUR SERVICES.**

This Terms and Conditions of Service (“**T&C**”) policy describes how Mirrorsize (“**us**”, “**we**” or “**our**”) conducts its business, the legal rights users have upon using our services and the legal agreement entered into between us and the user when they use our services. For the purpose of this T&C policy, a user is an individual who is authorized to use our services and who uses our services either through our website and/or our mobile application.

This T&C Policy is part of our Privacy Policy, and in case some subjects or aspects are not stated herein, they are mentioned in the Privacy Policy and users are requested to peruse the Privacy Policy as well and read it in conjunction with this policy.

We are incorporated in the United States of America by the name “Mirrorsize US Inc.” and its global subsidiaries and companies are under the same management. Unless stated otherwise or linked to a different policy, this T&C Policy applies to users when they visit our website located at [www.mirrorsize.com](http://www.mirrorsize.com) (“**the website**”) and/or when they use the mobile application version available on Google Play Store (Android) and Apple Store (“**our mobile application**”) or other related services.

We are a proprietary technology which aims to capture a user’s or customer’s body measurements with the help of a smartphone, tablet or laptop or any device having one or more monocular cameras or another similar device used by the user. In order to use our services, a user provides an image or video of their body taken using the camera of a smartphone, tablet, laptop etc. used by the User for the purpose of computing their body measurements and to use their preference for style or other information including draping apparels on their body. For the purpose of this T&C Policy, an image refers to either a static image or a video, whichever has been generated by the user.

### Acceptance of Terms

Each User, by accessing or otherwise using our services through the website and/or mobile application, represents and warrants that they are legally permitted to enter into a binding contract, are deemed to have carefully read and understood the T&C policy, and agree to be bound by and comply with the Agreement, which may be revised, modified, or replaced by us in their entirety, from time to time, without prior notice. Each User acknowledges and agrees to review the most current version of the Agreement each time, prior to accessing, or otherwise using, our services, each user will be deemed to have acknowledged, accepted and agreed to be bound by any variations thereto if such user continues to access, or otherwise use, our services through the website and/or the mobile application after such variations has been posted.

While using our services, users represent that they are not violating any and all applicable law or regulation, be it a local law and/or an international law. Further, the user provides their information to us voluntarily in order to use our services and agrees that the photograph or

video provided by them in order to generate their body measurements will not be pornographic, lewd or offensive. Users are solely responsible for their use of our services either through our website or through the mobile application. Further, users are requested to refrain from using our services if they are not of legal age or if they are barred from using our services under the laws and regulations of any country in which they are a resident or from where they use our services. We are at liberty to disable a user's account if it violates the provisions of our T&C policy and/or privacy policy with or without providing prior notice of the same to the user. If we disable a user's account for a violation of our T&C policy and/or Privacy Policy, a user agrees that they will not create another account without our written prior permission and our decision to disable a user's account shall be final and binding.

If a user is using our services on behalf of any other person or entity, they represent and warrant that they are authorized to accept the T&C policy on such person's or entity's behalf, and it is assumed that such person or entity has agreed to indemnify us for violations of the terms and conditions of service and privacy policy, while using our services.

The effective date of this T&C policy is 1st October 2020.

### **About Us and our Services**

- A. **Description:** We are a proprietary technology which aims to compute a user's body measurements with the help of a smartphone, tablet or laptop, depending upon the device used by the user. In order to use our services, a user provides an image or video of their body taken using the camera of a smartphone, tablet, laptop or any device having monocular camera used by the user for the purpose of computing their body measurements and to use their preference for style or other information including draping apparels on their body. For the purpose of this T&C Policy, an image refers to either a static image or a video, whichever has been generated by the user. The user has to enter details relating to their binary image, age, height, weight and gender. Further, we do not process any images above the mid-neck of the users, i.e. we do not process any measurements of the user's face. The user provides this information to us voluntarily in order to use our services and agrees that the photograph or video provided will not be pornographic, lewd or offensive. Further, after we capture the image/video for measurement, we display the results/measurements immediately. Once the image is generated, we retain the image with our servers for a period of 10 (ten) years after which we delete the image. Further, since we serve as a repository of information, content posted by customers and users do not represent our views and beliefs and we make no claim regarding the accuracy and veracity of the material posted by users. Users are requested to read our Privacy Policy to understand more about our data retention practices and right of erasure applicable to users.
- B. **Registration:** In order to use our services, a user has to register for an account. When a user creates an account, they agree to provide accurate, current information as required for the account registration. They also agree that they will not use, or attempt to use, another user's account without authorization from such user. Users are solely responsible for their use of our services or use of our services by someone else using their password and log in information, notwithstanding whether such a log in was done with or without permission of the concerned user.
- C. **Password Protection:** Users have to also create a password in order to access the account created by them and are solely responsible for maintaining the confidentiality of their passwords. Further, users agree not to use someone else's account, username, or

password and agree not to disclose their password to anyone else. Users agree that they are to notify us immediately if they suspect any unauthorized use of their account or breach of their account's security.

### **Legal Age to use our services**

We do not intend for our services, either on our website or through the mobile application, to be used by people under the age of 18 years old, or equivalent minimum age in the relevant jurisdiction (“**minor children**”) unless they use our services under the supervision of their parent and/or guardian. The parent and/or guardian gives them authorisation to use our services and are deemed to have accepted the terms and conditions of our services on behalf of the minor children. If a user is not old enough to have authority to agree to our terms & conditions in their country, their parent or guardian must agree to our terms and conditions on behalf of the minor user. Further, upon using the Services, users represent and warrant that they are not a minor who are using our services without supervision of their guardian.

### **Privacy**

The submission of a user's information or material through the website and/or mobile application is governed by our Privacy Policy which may be accessed here. xxx

### **Confidential Information and Non-Disclosure**

"Confidential Information" shall include all information provided by us to users, or a user's affiliates, employees, officers, directors, agents or representatives, including without limitation, our service and any and all of our design specifications, drawings, written manuals, software programs, business plans, financial information, technical and marketing information and evaluations, service plans and customer information designated orally or in writing as confidential or otherwise which by its nature should be considered confidential.

However, this confidential information shall not include information which can be demonstrated to have been rightfully in the possession or known to the user from a source other than us prior to the time of disclosure of said information, to have been in the public domain prior to the time of disclosure of the said information, to have become part of the public domain after the time of disclosure by a publication or by any other means, except an unauthorized act or omission or breach of the T&C policy on the part of user, or their employees, to have been supplied to the user after the time of disclosure without restriction by a third party who is under no obligation to us to maintain such information in confidence, to be required to be disclosed by law or court order, provided that the user shall provide us with prompt notice sufficient for us to have a reasonable opportunity to prevent such disclosure and shall use best efforts to limit the information to be disclosed and to have been independently developed by the user, provided that any persons developing it have not had access to Confidential Information and have written evidence demonstrating such independent development.

In the event that a user or any of their affiliates, employees, officers, directors, agents or representatives shall attempt to improperly use or knowingly disclose any of the Confidential Information, we shall have the right to exercise the legal remedies available to us in law to the fullest extent against the concerned user.

## **Anti-spam policy**

Spam refers to unsolicited, bulk or indiscriminate messages usually sent with commercial intent. We have a zero-tolerance policy toward spam messages. Our messaging systems automatically scan all incoming email and other messages and filter out those communications which appear to be spam. We also reserve our right to report incoming electronic communication and/or emails as spam which can result in the IP Addresses and domain names of the senders of these spam emails being blacklisted.

However, no filtering system is 100% accurate and on certain occasions, real and legitimate messages may get filtered by our system. If a user believes that their legitimate communication have been filtered out by our system, they can contact us through the email address mentioned in this T&C Policy and we will attempt to revert within 60 days of receiving the communication. Further, users can reduce the risk of their communications being filtered as spam by sending the communication in plain text, without HTML, by removing any attachments, by ensuring that the communication is scanned for malware before being sent out and by avoiding using terminology that is patently used by those sending out spam communications.

We may permit users to send emails or private and/or confidential communication to other users. However, users are strictly prohibited from using this communication facility we provide or any of our other services to store, copy, send, relay or distribute spam communication. In an unlikely event that a user receives communication from us or our systems that may be perceived to be spam, they may contact us through the email provided in this T&C policy and we will inquire into the matter.

## **Disclaimer of Warranty and Limited Liability**

At the outset, the services we provide through our website and/or mobile application is on an “as is”, “with all faults” and “as available” basis. We do not provide any warranties, either expressed or implied with respect to the information and/or use of our website and/or mobile application generally or for any particular purpose. Further, we expressly disclaim to the fullest extent permissible all warranties of any kind, whether express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and security and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance. Users are solely responsible for verifying any information before relying on it. We do not warrant that users will be able to access or use our services either through our website and/or mobile application at the time or locations of their choosing.

Further, the body measurements of a user generated by us is independent of the final product of an apparel and is independent of the fit of the apparel. We do not guarantee that the measurements generated by us will always lead to correct fitting of apparel made. Users are solely responsible when they get an apparel made using the body measurements generated by us and we do not have any liability toward the final outcome of the apparel made based on the body measurements generated by us.

Further, the measurements generated may or may not be accurate and users take full responsibility when they rely upon our measurements. We are not responsible for any discrepancy in the actual measurements of a user and the measurements generated by us. Users agree that they will not hold us responsible for any reason whatsoever for any deviation with regard to the measurements generated by us.

Further, we along with our directors, employees, representatives, shareholders, affiliates, and providers and merchant partners, to the extent permitted by law hereby expressly exclude any responsibility and liability for any loss or damages to, or viruses that may infect, the user's computer equipment or other property, failure of mechanical or electronic equipment or communication lines, telephone or other connectivity problems such as lack of access to the internet service provider, unauthorised access, theft, operator errors, strikers or other labour problems or any force majeure event. We do not guarantee continuous, uninterrupted or secure access to our website and/or mobile application. Further, we will not be responsible for any loss or damage that could result from interception by third parties of any information or services made available to users. Although the information provided to users through our website and/or mobile application is obtained and/or compiled from sources we believe to be reliable, we cannot and do not guarantee the accuracy, validity, timeliness or completeness of any information or data made available to a user for any particular purposes. Further, save as otherwise explicitly or implicitly stated in this T&C policy, our liability is limited in nature and by using our services, users hereby expressly waive all other warranties, either expressed or implied.

We only provide the service of computing body measurements, to recommend a user's preference for style or other information to drape apparels on their body and other fashion advisory services. We do not warrant any other services and we claim no responsibility or liability whatsoever with respect to the services we provide. All body measurements, information to drape apparels over a user's body and other fashion advisory service is on "as is" basis. This warranty is limited in nature and it is the only warranty we make under this agreement.

Further, we do not warrant that our services will meet the customer's requirements or that our services will be secure or safe or that they will be uninterrupted or function without delay/disruption or without error or fault or that the errors will be corrected. We further do not warrant that our services will be or are free of viruses or other harmful components or that the information provided by us is accurate, complete or useful. Further, we are not responsible for controlling how or when our users use our services or the features and interfaces our services provide or if users face any damages incurred through any links that we provide on our website and/or mobile application. We are also not obligated to control the actions or information including content of our users or other third parties. Further, we are not responsible for non-performance thereof and damages resulting from loss of use, sales, data, goodwill or profits, whether or not we have been advised of such possibility.

Our limited warranty is in lieu of all our liabilities or obligations for damages arising out of or in connection with the services we provide under this agreement. Save for this limited warranty, users use our services at their own risk at all times.

We are not liable to our users, their employees, agents, representatives or any other third party for any indirect, incidental, consequential, specific, punitive or exemplary damages or losses.

By using our services, users agree that the aggregate amount of monetary claims of any kind assessed against us or arising out of or relating to the use of our services or our maximum liability for any and all losses or damages, including but without limitation to any legal fees or expenses, incurred by the user in connection with use of our services. In any event, the maximum liability we owe a user is the monies we have collected from them in the last month from when the cause of action initially arose or \$1000 USD (Thousand US Dollars), whichever is lower. Further, we shall not be liable for any claim that arose more than 1 (one) year prior to when the cause of action or claim, in the event of multiple ones, the first claim, initially arose.

Some jurisdictions do not allow certain limitations on or the exclusion of implied warranties. Therefore, some of the above limitations or exclusions may not apply to users in these jurisdictions. Our responsibility towards such users will be limited to the lowest extent permissible by law.

A user's only right with respect to any dissatisfaction with our services, either through our website and/or mobile application shall be for them to voluntarily terminate use of our services.

### **Indemnification Provisions**

Users along with their representatives, agents, employees, etc. agree to indemnify, defend and hold us along with our directors, employees, representatives, shareholders, affiliates, providers and merchant partners and the Related Parties harmless from any and all claims, demands, damages or other losses, including but not limiting to attorneys' fees, resulting from or arising out of use of our services through our website and/or mobile application or any breach by users of the terms and conditions of use, violations of applicable law, regulation, order of any judicial, governmental or regulatory authority or contractual rights of a third party.

### **Intellectual Property**

We own all of the content that we offer as part of our services such as, but not limiting to, text, graphics, logos, images, data, results, ideas, plans, sketches, software, trademarks, video or other material contained and/or generated through our website and mobile application and the same is our property and that of our merchant partners, which is currently Amazon Web Cloud Services and is protected by copyright and other applicable laws that protect intellectual property and proprietary rights. Unauthorized use of any our intellectual property, logo or other material may constitute a violation of intellectual property laws, proprietary laws and various, but not limiting to, international legislation, federal and state laws. Further, while using and accessing our services, users are granted a non-exclusive, non-transferable, revocable license.

Each user agrees to observe and abide by all such legal and contractual rights with respect to our intellectual property, regardless of whether such content is marked with copyright or other proprietary notices or legends. Further, users agree to not copy or transmit any material or content except for their personal, non-commercial use unless otherwise permitted by any agreement between us and the user. Users' use and access to our services does not grant them

any license or property right for any content offered in our services. Further, upon using our services, users agree not to modify and/or change the design or layout of our website and/or mobile application or individual sections of the content we provide. Further, Users do not acquire any ownership rights in any protected content and are not granted any licenses, expressed or implied to our intellectual property or that of our licensors.

In the event of any alleged misrepresentation of alleged intellectual property rights that a user wishes to bring to our notice, the user may send the necessary information to us in the form of a notice via fax or regular mail or email to the mailing address and email address stated in this T&C policy and we will revert to the objection at the earliest. We are at the liberty to investigate the matter and it is our discretion whether we remove the content or not if we believe that a case of infringement is not made out.

If a user wishes to post, submit or provide us with any ideas, techniques, questions, reviews, images, comments and suggestions, amongst anything else they provide us, such submissions will be treated as non-confidential, non-propriety and we shall have the right to distribute, use, copy, transfer, publish, sell, transmit, adapt, create, modify, reverse-engineer, disassemble or decompose in a manner that will be free from any royalties we owe the user who made the submission, in a manner that is perpetual, irrevocable and transferable. All such submissions shall automatically become our sole and exclusive property and shall not be returned to the user. Users represent and warrant that they own or otherwise control all of the rights in and to the submissions that they post and have the right to grant us the license.

Further, we do not guarantee that we are responsible for screening, policing, editing or monitoring the aforementioned submissions and we do not guarantee prompt removal of objectionable material after it was been posted. Further, we are at the liberty to investigate and determine whether any alleged submission is infringing, defamatory, damaging, illegal or offensive in nature. If we determine thus to be in the negative, it is our discretion to not remove such submissions from our website and/or mobile application and services.

We reserve the right, in its sole discretion, to remove any material that infringes or appears to infringe on intellectual property rights or contractual rights owned by others.

### **Unauthorized and Unlawful Use of Our Services**

In order to use our services, users warrant to us that they will not use our services for any purpose that is unlawful and is prohibited by this T&C policy. A user may not use our services in any manner in which such use could damage, disable, overburden or impair our services or interfere with any other user's use and enjoyment of our service. Further, users may not obtain or attempt to obtain any materials or information about us and our services through any means that are not intentionally made available to them or that we explicitly provide them.

In order to use our services, users agree that they will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of our content, in whole or in part. Use of our services does not entitle a user to make any unauthorized use of any protected content particularly that of deleting or altering any proprietary rights or attribution notices in any content. Users are to use the protected content

solely for their personal use and will not use the protected content in any other manner except with our expressed written consent and permission

Users shall not upload, distribute or otherwise publish through our services on our website and/or mobile application any content, information or material that violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person. Further, upon using our services, users agree that they shall not upload content that is libellous, threatening, defamatory, obscene, indecent, pornographic, or could give rise to any civil or criminal liability under the respective law in force. Users also agree to not generate any bugs, viruses, worms, trap doors, backdoors, rootkits, Trojan horses or any malicious or harmful code or properties while using our services. Each User agrees to not attempt to gain, or gain unauthorized access to our website and/or mobile through hacking, password-mining or any other means, “screen-scrape”, “data-scrape”, “data-mine”, circumvent the navigational structure or presentation of the website and/or mobile application or use any manual or automated means to acquire data and/or information from our website and/or mobile application.

Users agree that we may, in our sole discretion and to the extent permitted by applicable law and our privacy policy, access, read, preserve and disclose their account information, usage history and any information, document or material submitted, user content generated or otherwise made available, by such user to us, in order to: (i) comply with applicable law, regulations, legal processes, or requests from governmental or other regulatory authorities; (ii) respond to claims that any such information, document or material violates the rights of third parties, including, but not limited to, intellectual property rights or contractual rights; (iii) enforce this T&C policy and investigate potential violations thereof; (iv) detect, prevent, or otherwise address fraud, security, or technical issues; (v) respond to a user requests for any service; (vi) protect the rights, property, or our personal safety or that of other users; or (vii) use it for the purposes mentioned in the Privacy Policy.

### **International Users**

Our services are controlled, operated and administered from our offices situated in the United States of American and in India. If a user accesses our services from locations outside United States of America and India, they are solely responsible for compliance with local laws pertaining to their jurisdiction. Upon using our services, users accept that they will not use our services in a country, region or manner that is prohibited by laws, restrictions and regulations applicable to those users, and these applicable laws and statutes are local as well as international.

### **Termination of Users’ Access to our Services and Change in Terms and Conditions of Service**

We reserve the right to terminate a user’s right to access our or any portion thereof at any time, without giving prior notice to the users.

Since our services and consequentially website and/or mobile application is constantly developing, we may add new services and features. In the event that these developments or additions affect the terms and conditions of service, it will be updated immediately accordingly.

However, we reserve the right to modify or amend the terms and conditions of service without giving prior notice to the users and we have no obligation to send users an email or notification regarding such changes and the same is voluntarily agreed to by users when using our services.

If we make a material change to the terms and conditions of service, we may or may not provide a prominent notice of the change on our website. We recommend users to regularly check our T&C policy for updates. Further, continuous use of our services by a user, after we make the requisite change to the terms and conditions of service is deemed to be acceptance of the changes to the privacy policy by the users.

By using our services, the users are accepting our terms and conditions of service. If a user does not agree to the terms, then the user should refrain from using our website or purchasing any products on our website. All changes or additions to the terms and conditions of service become effective after 24 hours of us posting the changes on our website and mobile application.

### **Severability**

If any provision of the T&C policy is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in the T&C policy but without invalidating any of the remaining provisions of the T&C policy.

### **No Waiver**

The rights and remedies available under the T&C policy may be exercised as often as necessary and are cumulative and not exclusive of rights or remedies available under applicable law. Terms of the T&C policy may be waived only in writing. Delay in exercising or non-exercise of any right or remedy does not constitute a waiver of such right or remedy, or any other right or remedy. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

### **Entire Agreement**

The T&C policy sets out the entire agreement and understanding between us and each user with regard to the subject matter hereof, and supersedes all prior agreements, understandings or arrangements (whether oral or written), with respect to such subject matter in any way.

### **Disputes and Arbitration**

In case a dispute arises between a user and us or our affiliates, subsidiaries, employees, contractors, directors and content providers arising out of or relating to the use of our services or due to the terms and conditions of service, the user will have to opt to resolve the dispute through arbitration. The seat of arbitration will be New Jersey, United States of America and the laws regarding arbitral proceedings in the State of New Jersey will be applicable. However, in good faith parties will try and negotiate and settle the dispute through conciliation within a period of 15 days since when the dispute has arisen. Further, unless the arbitral proceedings are completed and an award has been issued, a user cannot go to a court of competent jurisdiction in relation to any dispute that has arisen between us and the user.

In case of any dispute that arises between a user and us or our affiliates, subsidiaries, employees, directors and content providers arising out of or relating to the use of our services or due to the terms and conditions of service, the concerned Courts situated in the State of New Jersey will have exclusive jurisdiction to adjudicate upon these disputes. Upon using our services, a user consents to the exclusive jurisdiction of the concerned Courts in the State of New Jersey for any claim or dispute that may arise.

Further, any cause of action or claim that a user may have arising out of or relating to the terms and conditions of service and use of our services, must be acted upon legally within a period of one year after the cause of action first arises. If a user acts upon such a cause of action after a period of one year since when the cause of action arose, such a cause of action will be deemed to be permanently barred.

### **Miscellaneous**

In the event that a user believes that any provision of the T&C policy may be illegal or unenforceable, they should intimate us by sending us a notice to the email address mentioned in this T&C Policy.

Further, upon using our services, user agree that no joint venture, partnership, employment, or agency relationship exists between us and them due to the T&C policy or use of our services. Our services and T&C are subject to existing laws and legal process and nothing contained in the present T&C policy is in derogation of our right to comply with request or re-equipments made by any governmental agencies, Court of law or enforcement agencies relating to use of our services by users. If any part of this T&C policy is determined to be invalid and/or unenforceable due to applicable laws including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the T&C policy shall continue in effect.

Further, unless otherwise specified herein, the present T&C policy constitutes as the entire terms and conditions of service applicable between users and us when a user uses our services. This T&C policy supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and us with respect to use of our services. A printed version of the present T&C policy and of any notice given in electronic form shall be admissible in judicial or administrative proceedings relating to the T&C policy to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **How to contact us:**

If a user has any questions, clarifications or comments regarding the T&C Policy, they may contact us through the following channels:

- a) Email address: [info@mirrorsize.com](mailto:info@mirrorsize.com)
- b) Phone Number:
  - i)India: +91-8383069918
  - ii) United States of America: +1-732-369-6885
- c) Physical Address:

- i) Corporate Office: 626, White Pine Road, Franklin Lakes, New Jersey, 07417, United States of America
- ii) Research and Development Office: Plot no. A-40, i-Thum Tower-B, Floor-5th, Unit no. 506, Sector-62, Noida-201301, Uttar Pradesh, India