

# **Fashionly Application Terms and Conditions**

## **§1. Terms and conditions**

These terms and conditions ("Terms", "Agreement") are an agreement between Teonite Sp. z o.o. Sp. k. ("Application Developer", "us", "we" or ) and you ("User", "you" or ). This Agreement sets forth the general terms and conditions of your use of the Fashionly Application and any of its products or services (collectively, "Application" or "Services"). Your access to and use of the Application is conditioned on your acceptance of and compliance with these Terms. Using the Application without compliance with this Terms is forbidden.

## **§2 License**

We grant you a revocable, non-exclusive, non-transferable, limited right to install and use the Application strictly in accordance with this Terms and Conditions and obey the prohibitions set out in paragraph "Prohibited uses".

## **§3. Backups**

We are not responsible for Content residing in the Fashionly Application, which are deleted from our servers 24 hour after submitting it by user. In no event shall we be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content. Notwithstanding the foregoing, on some occasions and in certain circumstances, with absolutely no obligation, we may be able to restore some or all of your data that has been deleted as of a certain date and time when we may have backed up data for our own purposes. We make no guarantee that the data you need will be available.

## **§4. Links to other applications**

Although this Application may link to other applications, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked application, unless specifically stated herein. Some of the links in the Application may be "affiliate links". This means if you click on the link and upload an item, Application Developer will receive an affiliate commission. We are not responsible for examining or evaluating, and we do not warrant the offerings of,

any businesses or individuals or the content of their applications. We do not assume any responsibility or liability for the actions, products, services, and content of any other third-parties. You should carefully review the legal statements and other conditions of use of any application. Your linking to any other off-site applications is at your own risk.

#### **§5. Links to other web sites.**

Application will provide links to third-party web sites or services that are not owned or controlled by Application Developer. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party web sites or services. By accepting this Terms and Conditions You acknowledge and agree that Application Developer shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

#### **§6. Prohibited uses**

In addition to other terms as set forth in the Agreement, you are prohibited from using the Application, its Content and content submitted by you: (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 application, other applications, 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 application, other applications, or the Internet. We reserve the right to terminate your use of the Service or any related application for violating any of the prohibited uses.

## **§7. Intellectual property rights**

This Agreement does not transfer to you any intellectual property owned by Teonite Sp. z o.o. Sp. k. or third-parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Application Developer. All trademarks, service marks, graphics and logos used in connection with our Application or Services, are trademarks or registered trademarks of Application Developer or Application Developer licensors. Other trademarks, service marks, graphics and logos used in connection with our Application or Services may be the trademarks of other third-parties. Your use of our Application and Services grants you no right or license to reproduce or otherwise use any Application Developer or third-party trademarks.

Content provided by the Application through generated links (images, text, graphics, logos) is a property of their owners and creators and therefore protected by international copyright laws. Application Developer do not own any copyrights to content which the Application refers to.

Fashionly is not an open-source application and is a sole property of the Application Developer. Therefore User shall not decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Application; make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Application; use the Application for any revenue generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended; use the Application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the Application.

## **§8. Contribution license**

By submitting your content to the Application you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, retitle, archive, store, cache, publicly display, reformat, transmit, excerpt (in whole or in part), and distribute such content for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such content, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name,

as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your content, and you warrant that moral rights have not otherwise been asserted in your content.

We do not assert any ownership over content you submit to the Application. You retain full ownership of all of your content and any intellectual property rights or other proprietary rights associated with it. We are not liable for any statements or representations in content you provide. You are solely responsible for your content.

### **§9. Limitation of liability**

To the fullest extent permitted by applicable law, in no event will Application Developer, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to User(a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use or content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if Application Developer has been advised as to the possibility of such damages or could have foreseen such damages.

### **§10. Indemnification**

You agree to indemnify and hold Application Developer and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Application or Services or any willful misconduct on your part.

### **§11. Severability**

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining

provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

### **§12. Rating and reviewing the Application**

We provide you with the opportunity to rate and review the Application. When posting a review, you must comply with the following criteria: (1) you should have first-hand experience with the Application; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

### **§13. Dispute resolution**

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Poland. Any action seeking legal or equitable relief arising out of or relating to these Terms and Conditions will be resolved by the competent court in Szczecin, Poland.

### **§14. Changes and amendments**

We reserve the right to modify this Agreement or its policies relating to the Application or Services at any time, effective upon posting of an updated version of

this Agreement in the Application. When we do, we will revise the updated date at the bottom of this page. Continued use of the Application after any such changes shall constitute your consent to such changes.

### **§15. Acceptance of these terms**

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the Fashionly or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Application and its Services.

### **Contacting us**

If you have any questions about this Agreement, please contact us – [fashionly@teonite.com](mailto:fashionly@teonite.com)

This document was last updated on June 19, 2019.