

## Agreement (Public Offer)

Moscow, version dated 01 April 2021

Self-Employed Entrepreneur Butrim Maksim Anatolyevich (Taxpayer ID number (INN) 502988004970, Primary State Registration Number of the Self-Employed Entrepreneur (OGRNIP) 320508100077329, 143442, Moscow region, urban district Krasnogorsk, settlement of Otradnoe, Pyatnitskaya St., 14/144), hereinafter referred to as the “Company” hereby offers to unlimited range of legally capable individuals this Agreement for conclusion worded as follows.

The unconditional acceptance of the Agreement by the User shall be the affixing of an Equivalent handwritten signature, as indicated herein. From the moment of acceptance, the User shall be considered to have read and agreed with this Agreement and entered into a contractual relationship with the Company.

The User hereby confirms that he/she has accepted the terms and conditions of the Agreement without reservation; the User has understood and accepted the meaning of the terms and definitions, words and expressions used herein and in accordance with their legal definition and/or interpretation specified herein. Bilateral signing of this Agreement shall not be applicable and this Agreement shall be valid in digital form.

### Terms and Definitions

**Personal Account** (also **Profile**) means a set of personalized sections of the User registered on the Service, in which the registered User manages his/her account. The Personal Account may contain from 1 to 10 wardrobes. In the Personal Account, the User can search, add, remove followers, as well as add and edit the following information: items, images (hereinafter also “looks”), own likes, own comments and comments of other users to their Items and looks. In the Profile settings, the User can add and edit information about himself/herself and the settings, including but not limited to: name, surname, Profile image (avatar), date of birth, height, international top and bottom sizes, national shoe size, body type, country, city, measurement system, currency, Profile status, dummy color.

**Wardrobe** means a part of the Personal Account, a set of Items of the registered User, united on a certain basis determined by the User. In the Wardrobe, the User can save Item Cards (information about the Item, photographs of the Item) and Look Cards (a collection of photographs of several Items), as well as add links to product pages on third-party sites, the photographs of which must be uploaded by the Company to the Wardrobe. There are 3 modes of the Wardrobes and the public part of the Profile: 1) personal, i.e. intended for personal use by a registered User, 2) available for followers of the User, 3) available for any Internet users. The user himself/herself shall determine and set the privacy mode of the Profile and, accordingly, the Wardrobe.

**Item Card** means data about the Item, which is placed in the Wardrobe, including the characteristics of the Item, photographs of the Item, as well as other data and images if necessary.

**Look Card** means a visual combination of two or more photographs of Wardrobe Items of different categories, created by the User independently or selected by means of the recommender system of the Service, with at least one different feature. Images of the Items shall be put by the User on the dummy in the order chosen by the User.

**Item**, as part of the Service, means an item of clothing, footwear or an accessory for personal use, added or being added to the User’s Wardrobe in one of the ways available at the Service.

**User** means any legally capable individual who, in accordance with the legislation of the Russian Federation, can pay for the Service (services of the Company).

**Service** means the Wardrobe Expert mobile application which is a computer program designed for the User's mobile device (meeting the requirements for installing the respective mobile application), enabling registration, authentication and login of the User on the Service, management of the User's account, receiving services provided by the Service, including but not limited to the creation, formation, editing of Wardrobes, Item Cards and Look Cards.

**Application Store** means the general name of the services by means of which the User can download, install the Service on his/her mobile device (for example, App Store, Google Play) and through which he/she can purchase chargeable services of the Service (subscriptions and/or purchases).

**Personal Data** means information related to the User, including the information specified by him/her during registration in the manner prescribed hereby: full name, date of birth, sex, email address and/or phone number, photograph of the User.

**Processing of Personal Data** means actions (operations) performed manually or in automatic mode with personal data, including collection, systematization, accumulation, storage, clarification (update, change), use, distribution (including transfer), depersonalization, blocking, and destruction of personal data.

**Equivalent handwritten signature** means the activation of a checkbox (tick) in the block "I give my consent to the processing of personal data and accept the terms and conditions of the Offer" on the registration page through any of the available interfaces of the Service (Android and iOS applications).

**Link to photographs** means a link to a page with information about the Item on the seller/manufacturer's website, which contains characteristics and a photograph/ photographs of the Item.

## **1. The Subject of the Agreement**

1.1. The Company shall create for the registered User a Personal Account, Wardrobe, and provide other services specified in the Service, and the User undertakes to use the services of the Service in compliance with the legislation of the Russian Federation.

1.2. When placing (creating) an Item Card (information about the Item, photographs of the Item) or links to photographs in the Wardrobe the User shall:

- guarantee that he/she has all the necessary rights to use this information, photographs, including in the Service, posting of this information and photographs does not violate any third party rights, including the exclusive rights of third parties;
- guarantee that he/she has the right to re-work photographs, and the Company has the right to re-work these photographs;
- instruct the Company to carry out the necessary re-work (reformatting, background removal, cropping) of the photographs to place them in the Wardrobe, if the User has uploaded the photographs;
- instruct the Company to upload and perform the necessary re-work (reformatting, background removal, cropping) of the photographs of the Item, upload information about the characteristics of the Item for placing these photographs, information in the Wardrobe, if the User has uploaded links to the photographs.

1.3. The Company shall carry out the necessary re-work of the photographs uploaded by the User to place these photographs as part of the Item Cards in the User's Wardrobe.

1.4. When the User uploads links to photographs to the Wardrobe, the Company shall download and carry out the necessary re-work of the photographs using these links to place these photographs in the Wardrobe, as well as copy the main characteristics of the Item from the link to the photographs and place them in the User's Wardrobe Item Card. The list of copied characteristics of the Item shall be determined by the Company in its absolute discretion.

1.5. The requirements for photographs uploaded by the User to the Service, links to which are posted in the Wardrobe shall be as follows:

1.5.1. Size not exceeding 20 MB;

1.5.2. .Jpg, .jpeg or .png format,

1.5.3. Photographs must comply with the requirements of the legislation of the Russian Federation, do not contain pornographic materials, do not call for violence or other illegal actions.

## **2. Price and Payments**

2.1. The User can use 1 Wardrobe for free, provided that the maximum limit of items for it is not exceeded. The free version of the Wardrobe shall allow a maximum of 25 Item Cards.

2.2. The cost of the Company's services for the creation of additional Wardrobes, as well as for expanding the capacity of a free and/or paid Wardrobe, shall be determined based on the wardrobe payment period (monthly, annual subscription or one-off purchase).

2.3. The cost of the Company's services may differ depending on the operating system of the device and the country of the User, taking into account the rules, pricing policies and lists of currencies supported by the Application Stores. Taking into account the above factors, the current cost of a particular service shall be available at any time in the "Rates" section of the Service when choosing a new and/or editing a present rate.

2.4. Payment for the Company's services (for purchases or Service subscriptions) shall be made by the User by making a payment in the amount and in the manner determined by the subscriptions/purchases selected by the User in the respective application store (depending on the manufacturer and/or operating system of the User's device).

## **3. Rights and Obligations of the Company:**

3.1. The Company undertakes to:

3.1.1. Create for a registered User a Wardrobe (free version) with a limited number of the placed Item Cards = 25.

3.1.2. Create the number of Wardrobes with the number of placed Items Cards or expand the capacity of available Wardrobes according to the paid cost of services at the rates indicated on the Service in the "Rates" section.

3.1.3. At its discretion, perform the necessary processing of the photographs uploaded by the User, or photographs at the links that the User indicated when creating the Item Cards in the Wardrobe. The Company endeavors to minimize the period of necessary processing of photographs, but such period shall not exceed 48 hours from the date of uploading photographs/links to photographs.

3.2. The Company shall have the right to:

3.2.1. Delete or block the Item Card, the Look Card, information, photographs/links to photographs in the Wardrobe Item Card, the comments of the User and followers if there are any third-party claims, as well as if there is an opinion that the Item Card, the Look Card, information, photographs/links, comments of the User and followers may violate the rights of third parties or contradict the requirements of the legislation of the Russian Federation, call for violence, illegal actions, etc.

3.2.2. Require that the User completely or partially replaces the components of the Item Card, Look Card, information about the Item, photographs of the Item/links to photographs if they do not meet the requirements necessary for posting on the Service, as well as if there are any third-party claims.

## **4. Rights and Obligations of the User**

4.1. The User undertakes to:

4.1.1. Pay for the services of the Company if the User wishes to use not only the free functionality of the Service.

4.1.2. Send to the Company only photographs/links to photographs that meet the requirements of the legislation of the Russian Federation, and the requirements of this Agreement.

4.1.3. If a previously uploaded photograph or information about the Item fail to comply with the requirements of the legislation of the Russian Federation or the requirements specified herein, the User is obliged to upload a new photograph and information that meets the requirements of the legislation of the Russian Federation and the requirements hereof.

4.14. The User shall have the right to leave comments under the Item Cards and Look Cards of other Users if the setting allowing commenting is active in the Profile settings of these Users. It is understood that the User shall not have the right to post advertisements, any commercial offers, any other intrusive information (including agitation) on the Service, either in the comments to the Item Cards and Look Cards of his/her Profile, or in the comments to the Item Cards and Look Cards of other people's Profiles, spread spam, chain messages (messages requiring a transmission of it to one or more users), pyramid schemes or calls to participate in them, any other intrusive information, unless such information was approved in writing by the Company. In case of violation of this obligation, the User Profile may be blocked or deleted.

## **5. Exclusive Rights**

5.1. The User confirms that he/she has all the necessary rights to use, reproduce, put in the public domain, re-work the photographs uploaded to the Wardrobe, or photographs at the link to the photographs (which is posted in the Wardrobe). The User confirms that he/she has all the necessary rights to post information about the Item on the Service, as well as to information about the Item via the link to the photographs.

5.2. By uploading photographs, information to the Service or posting links to photographs on the Service, the User allows the Company to use the photographs, information from the Item Card, the Look Card, as well as photographs, information at the link to photographs from the Wardrobe, including to advertise the Company's own services, work and improve the Service algorithms, as well as for the provision of services related to the operation of the Service, by any means that do not contradict the legislation of the Russian Federation, for the lifetime of the User Profile in the Service.

5.3 All results of intellectual activity used and posted on the Service, as well as the Service itself, shall be the intellectual property belonging to their legal owners and shall be protected by the intellectual property legislation of the Russian Federation, as well as by the relevant international legal conventions. Any use of the results of intellectual activity posted on the Service (including elements of the visual design of the Service, symbols, texts, graphics, illustrations, photographs, videos, programs, music, and other items) without the permission of the Company or the legal owner shall be illegal and may be a reason for judicial proceedings and bringing violators to civil, administrative and criminal liability in accordance with the legislation of the Russian Federation.

5.4. Except for the cases established by the Agreement, as well as the current legislation of the Russian Federation, no result of intellectual activity posted on the Service can be copied (reproduced), re-worked, distributed, displayed in a frame, posted, downloaded, transferred, sold or otherwise used either in whole or in part without the prior permission of the Company or the copyright holder, unless the copyright holder has explicitly expressed his/her/its consent to the free use of the material by any person. Except as provided by the Agreement, Items Cards, Looks Cards, Wardrobes cannot be copied, reproduced, re-worked, distributed, posted, downloaded, transmitted, communicated, sold or otherwise used either in whole or in part without the permission of the Company or the copyright holder.

5.5. Access to the results of intellectual activity posted on the Service shall be provided by the Company for only personal non-commercial use by Users in order to familiarize with them exclusively through the Service, without the right to reproduce or otherwise use the specified results of intellectual activity, including sale, modification, distribution of the same in whole or in parts, etc., except as provided herein.

5.6. The results of intellectual activity (design elements, graphics, illustrations, photographs, audiovisual works, computer programs, performances, phonograms, business names, trademarks,

etc.) posted on the Service shall belong to the Company and/or be used by the Company in accordance with a license agreement with the respective copyright holder. Any other use of them, except for viewing (including copying, re-work, etc.), shall be a violation of this Agreement and intellectual property rights protected by law, which shall be punishable under Art. 146 of the Criminal Code of the Russian Federation, Art. 7.12 of the Code of Administrative Offenses of the Russian Federation, Art. 1250 of the Civil Code of the Russian Federation, and shall be punishable by law.

5.7 The User must not violate, block or otherwise damage any security features of the Service, or means preventing or restricting the use of the Wardrobe, Item Card, Look Card or imposing restrictions on the use of the Wardrobe, Item Card, Look Card. The User shall not have a right to access the Personal Account, Wardrobe, Item Card, Look Card, Service in any other way, except through authentication and login in public interfaces supported by the Service (browser or official Service Application for mobile devices).

5.8. Bypassing copyright protection technical means, including the one used by the Company or an authorized device of the User of the DRM system, as well as hacking shall be prohibited.

5.9. The User shall be personally liable for any information, photographs, links to photographs, comments, tags that he/she uploads or otherwise makes publicly available (posts) on the Service or using it, as well as for information and photographs that are posted at the link to photographs and which have been copied and uploaded by the Company.

5.10. The Company may but is not obliged to review the Service searching for prohibited content – information and photographs, comments, tags, may delete, block and/or move (with no notice) any information, photographs, Item Cards, Look Cards, comments, tags or User Profiles at its sole discretion, for any reason or no reason, including without any restrictions, moving or deleting content-information, photographs, Item Cards, Look Cards, as well as comments and tags, if the Company believes that this content, comments, tags violate the terms and conditions of the Agreement, legislation of the Russian Federation and/or may violate rights, cause damage on or threaten the safety of other Users or third parties.

5.11. By posting information and photographs on the Service, the User shall give the Company the right to make copies of his/her Content in order to arrange and facilitate the publication and storage of information and photographs on the Service.

## **6. Force Majeure**

6.1. The Parties shall not be held liable for partial or complete failure to fulfill their obligations hereunder if this failure was the result of force majeure events that arose after the conclusion of this Agreement as a result of extraordinary circumstances that the Parties could not foresee or prevent.

6.2. Upon the occurrence of the events specified in clause 6.1. hereof, each Party shall immediately notify the other Party about them in writing. The notice shall contain information on the nature of the events, as well as official documents certifying the existence of these events and, if possible, assessing their impact on the ability of the Party to fulfill its obligations hereunder.

6.3. In the event of the occurrence of the events provided for in clause 6.1. hereof, the term to fulfill obligations hereunder for the Party shall be extended proportionally to the duration of such events and their consequences.

6.5. If the events listed in clause 6.1. hereof and their consequences remain in effect for more than two months, the Parties shall conduct additional negotiations to find acceptable alternative mechanisms to perform this Agreement.

## **7. Liability of the Parties**

7.1. The Parties shall be held liable for failure to fulfill or improper fulfillment of their obligations hereunder in accordance with the current legislation of the Russian Federation.

7.2. The Company shall be held liable for poor services provided to the User.

7.3. The User shall be held liable for non-compliance with the legislation of the Russian Federation and the requirements of the Agreement of the photographs uploaded by the User or posted by the Company by copying/downloading photographs from the link to the photographs. The User shall be held liable for the non-compliance with the requirements of the legislation of the information about the Item posted by the User, or posted by the Company by copying the information from the link to the photographs.

## **8. Dispute Resolution**

8.1. All disputes arising in the course of conclusion and performance of the Agreement shall be resolved by the Parties through negotiations. If one of the Parties disagrees, a written request (claim letter) shall be submitted in all cases before sending a statement of claim to a general jurisdiction court. The request (claim letter) shall be considered and the response shall be given within 14 (Fourteen) calendar days from the date of receipt.

8.2. In case of refusal to satisfy the claim or failure to provide a response within the said period, a statement of claim shall be filed with a general jurisdiction court at the location of the Company to consider the dispute in accordance with the legislation of the Russian Federation.

## **9. Duration of the Agreement**

9.1. This Agreement shall take effect from the date of acceptance and remain valid until the Parties fully discharge their obligations hereunder.

9.2. In all cases not specified herein, the Parties shall be guided by the current legislation of the Russian Federation.

## **10. User's Consent to the Use of the Photograph of Him/Her**

10.1 Guided by clause 1 of Art. 152.1 of the Civil Code of the Russian Federation, when adding his/her personal photograph to the Service, the User expresses his/her consent to the free use of the photograph of him/her by the Company as part of performance hereunder for the provision of services by the Company within the Service and indicating the personal data of the User.

This consent shall be given by the User for an unlimited period and shall be free of charge (the User shall not receive any consideration for granting the right to use the image).

The User shall have the right to withdraw his/her consent at any time by sending a written notice to the Company.

## **11. Processing of Personal Data**

11.1. The User hereby agrees to provide the personal data to the Company with the right of the Company to process the specified personal data of the User (including granting the right to request, collect and store personal data, taking into account the provisions of the Federal Law of the Russian Federation "On Personal Data"), including information about the surname, name, patronymic, sex, age, size, height, phone number, city of residence, IP address or e-mail address or other means of electronic communication, limited data on the payment details of the User, photographs of the User.

The User shall be held liable for providing accurate information and updating the provided data in case of any changes.

The User hereby confirms his/her consent to the transfer and/or provision of access to the User's personal data to the Company, to the Company's partners (including payment systems that can be used by the User to pay for the Company's services) for the provision of the services by the Company to the User.

By registering on the Service, the User confirms his/her consent to the processing of his/her personal data transferred to the Company. The User hereby confirms that he/she:

- Gives permission to the Company to send correspondence at the User's address at the specified e-mail and/or mobile phone number, information about promotions held by the Company and its partners and other informational materials;

- Gives permission to the Company and its authorized representatives to receive, collect, systematize, accumulate, store, use, clarify (update, change), use and otherwise process (including in digital form), the User's personal data (both using automation facilities and without them), as well as to transfer these personal data to the partners of the Company for the provision of the services to the User, as well as for the purposes specified in the Agreement;
- The consent specified in section 11 hereof shall be given for a period from the date of registration of the User until the expiration of 1 month from the date of removal of the User Profile and can be withdrawn by the User at any time by sending a written notice. The User is aware that sending the written notice specified in this clause of the Agreement shall automatically entail the removal of the User Profile from the Service. At the same time, when the User Profile is deleted from the Service, the consent specified in section 11 hereof shall be considered withdrawn by the User after 1 month from the date of deletion of the User Profile.

The Company shall process the User's personal data:

- to register the User on the Service;
- to transfer to the partners of the Company for the provision of the services by the Company, including to ensure payment for services;
- in order to provide the User with services, including for the purpose of receiving personalized (targeted) advertising by the User, verification, researching and analyzing such data, which makes it possible to maintain and improve the Service and sections of the Service, as well as develop new services and sections of the Service;
- to fulfill obligations to the User.

The Company shall ensure the confidentiality and security of personal data in accordance with the requirements of the legislation of the Russian Federation, and undertakes not to disclose the information received from the User.

The Company shall provide access to the User's personal data only to those employees and partners who need this information to ensure the functioning of the Service and the provision by the Company of the services provided for hereby.

The provision by the Company of information to agents and third parties acting under an agreement with the Company to fulfill obligations to the User shall not be considered a violation.

11.2. The Company shall have the right to use the information provided by the User, including personal data, in order to ensure compliance with the requirements of the current legislation of the Russian Federation (including in order to prevent and/or repress illegal and/or abusive actions of Users). The information provided by the User can be disclosed only in accordance with the current legislation of the Russian Federation at the request of the court, law enforcement agencies, as well as in other cases stipulated by the legislation of the Russian Federation. Disclosing information in accordance with reasonable and applicable legal requirements shall not be considered a violation of obligations.

11.3. If Users are residents of the EU member states or services are provided in the territory of the EU member states, the processing of personal data shall be carried out by the Company in accordance with the requirements of the General Data Protection Regulation of the European Union. In accordance with Article 6(1)(b), the GDPR require the processing of User data. Unless otherwise provided by law, User data shall be used for the following purposes:

- providing the opportunity to use the requested services of the Service;
- providing the User with information about the profile, transactions, functions of the Service and changes in services, the Offer, the policies of the Company;
- providing other Users of the Service with public data of the User Profile (name, surname, city, country, sex)
- providing support (including but not limited to product updates, troubleshooting, etc.);

The Company shall use the User data for legitimate interests in accordance with Article 6(1)(f) of the GDPR to notify Users about the features of the Service, provide information about the services of the Services, and also advertise the services of the Service/Service. From the moment of registration of the User on the Service, the Company shall have the right to use the User's email address, nickname, name and surname, IP address, mobile phone number, sex, age, city and country of the User to identify and send emails, messages and targeted advertising of the Service. Moreover, if you subscribe to the newsletter, we may send you emails, messages, and targeted advertisements of the Service. The mailout of all notices shall be terminated only after the User Profile is removed.

The User shall have the right to access data about him/her received by the Company, that is, you have the right to request free provision of information about the storage of data about the User, access to data about the User, as well as a copy of the stored data about the User. The User can exercise his/her right to access data about the User using the appropriate function in the Personal Account. The Company shall provide a copy of the stored data about the User within 30 (thirty) days on request. If the request affects the rights and freedoms of other individuals or has no clear justification, as well as in the case of an excessive number of requests, the Company shall reserve the right to charge a reasonable fee for fulfilling the request (taking into account the related administrative costs) or refuse to fulfill it, or unilaterally increase the period for providing data. The Company will also not be able to provide data about the User posted by the User (or provided when using our resources) in a specific field, on the website, etc. contrary to our notice of no need for this.

11.4. The Company shall have the right to send advertising and informational messages to the User. If the User does not want to receive such messages from the Company, he/she may change the appropriate settings in the Profile.

11.5. The Company shall have the right to use the Cookies when providing the User with access to the Service. Cookies do not contain confidential information and are not transferred to third parties.

When the User accesses the Service, the Company receives information about the User's IP address. The Company undertakes not to use this information to establish the identity of the User.

11.6. The Company shall not be held liable for the information disseminated by the User using the Service in a public form.

## **12. Amendments**

12.1. The Company shall have the right to unilaterally amend this Agreement at any time. Amendments shall take effect from the date of posting the new version of the Agreement on the Service.