

**YOU SHOULD READ THESE TERMS CAREFULLY BEFORE USING OUR WEBSITE OR OTHERWISE MAKING USE OF OUR SERVICES. BY USING OUR SERVICES, OUTFITS AND / OR OUR WEBSITE, YOU INDICATE THAT YOU ACCEPT THESE TERMS AND THAT YOU AGREE TO COMPLY WITH THEM. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE OUR SERVICES, OUTFITS OR WEBSITE.**

## **1. Introduction**

These terms and conditions, together with any documents and policies referred to in these terms and conditions (all as amended from time to time, the “**Terms**”) set out the agreement between you and Customuse Ltd (“**we**”, “**us**”, “**our**”) in relation to your use of <https://customuse.com/> and its subdomains as amended or replaced from time to time (all together, our “**Website**”), our provision to you of Outfits and our services as further set out at clause 3 (our “**Services**”). Customuse Ltd is a company registered in England and Wales with company number 13102363. Our registered office is 130 Old Street, London, England, EC1V 9BD.

We recommend that you print a copy of these Terms for future reference. You are responsible for ensuring that anyone who accesses our Website on your behalf or through your internet connection is aware of these Terms and complies with them. If you have any questions concerning these Terms or our Website please contact [contact@customuse.com](mailto:contact@customuse.com).

## **2. Interpretation**

Headings in these Terms are for convenience only and have no bearing on the interpretation of these Terms. Any phrase introduced by the term “**include**”, “**includes**”, “**including**”, “**for example**”, “**in particular**” or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

Any reference to:

- a. these Terms shall include schedules to these Terms and references to clauses, sub-clauses and schedules are to clauses, sub-clauses of, and schedules to these Terms.
- b. “**Loss**” refers to any loss or damage of whatever nature, whether direct, indirect or consequent, and regardless of whether foreseeable or not.
- c. “**person**” denotes any individual, person, partnership, corporation or other association of whatever nature.
- d. the singular includes the plural and vice versa.

## **3. About us and our Services**

We are an online 3D model design platform and media licensing service. We help users, creators and brands to easily design 3D objects from templates (“**Outfits**”). Using our platform, you can use and remix our ready-made media and content to create your own Outfits, which you can then download and use in those platforms and games which support (our “**Services**”). Our Outfits can be licensed in accordance with our licenses (on which see below).

If you upload any User Content (defined below at clause 7) you acknowledge and agree that users may make use of such User Content as outlined in these Terms and are under no obligation to inform you or Customuse of the uses made of any User Content.

## **4. Opening an Account**

Before you can use our Services, you will need to open an account with us (your “**Account**”). You do not own your Account, rather it is provided to you by us so that you can access our Services. In order to open an Account you will need to provide us with certain information, make the representations set out at clause 5 and comply with your obligations set out at clause 6. We may give you, or you may create, a passcode for your Account which you must keep safe and secure (on which see clause 14). You may use our Services only if you can form a binding contract with us. In particular, if you are under the age of 18 years old, you are not permitted to use our Services unless authorised by your parent or guardian, who agrees to be directly bound by these Terms and agrees to supervise your use of the Services. If your parent or guardian does not agree to these Terms, you are not permitted to use the Services.

As part of opening an Account you may obtain a username. Usernames are provided on a first-come, first-served basis and may not be offered for sale, sold, bought, solicited, or inactively held for future use. Inactive accounts may be renamed at any time without notification.

You must only have one active Account at any time. You must never use an Account belonging to another person without their full permission.

When you open an Account, or at any time while you operate an account, you may designate the following types of user:

- Contributor – has the same responsibilities and privileges as users, but can also view the approval status of assets and media that they upload and can view statistics on the usage of media and assets that they upload. A contributor may cease being a contributor at any time through settings.
- User - has responsibilities and privileges enabling them to upload their own profile picture and name, request deletion of all personal information, download Outfits they created (remixed based on sources), request deletion of any assets they have created and uploaded. A user may be designated a contributor by going to settings and pressing “become a contributor”.

We may choose to impose limits on accounts.

## **5. Your representations**

In using opening an Account, or using our Website, Services and any Outfit we provide you agree, covenant, represent, and warrant at all times that:

- a. (if you are a body corporate) you are duly organised and validly existing under the laws of the jurisdiction of your establishment, and have full power, authority and right to bind yourself to these Terms, to receive our Services and to use Outfits, including as regards performing all actions and obligations under these Terms, which therefore constitute valid and legally binding obligations.
- b. (if you are an individual), you are at least 13 years old, and eligible to agree to these Terms and all related obligations, including as regards any age, residency, legal capacity, competency and all other requirements.
- c. you are legally permitted under all applicable laws, statutes, regulatory rules and regulations that apply to you, us and these Terms from time to time (“**Applicable Law**”) to receive and make use of our Services, and there is no other reason to prevent you from agreeing to these Terms.
- d. you understand that the Services are provided on an “as is” basis, and therefore, provided we act in good faith, you accept that we are providing our Services without being able to provide any warranties in relation to their merchantability or fitness for a particular purpose.
- e. you accept responsibility for safekeeping any Outfits you generate and for ensuring that any software you use in connection with our Services is compatible for these purposes.
- f. all information you supply to us at all times (including during the registration process) is true, accurate and not misleading, and you will notify us promptly of any change to such information provided to us and ensure that stays at all times true, accurate and not misleading.
- g. you waive any right you may have to participate in a class action lawsuit or a class wide arbitration against us, any entity with is part of the same company group as us, and / or any individual involved with us.
- h. you understand you are responsible for the tax implications for you in relation to use of our Services and you accept sole responsibility for any tax in relation to your use of our Services.

## **6. Your obligations**

You must comply with all your obligations as set out in these Terms, and you must always ensure that you comply with all Applicable Law and our Community Guidelines (see Schedule 1) when using our Services and Outfits.

You must not, and must not attempt, to:

- a. interfere with any other user’s access to our Services and Outfits.
- b. send, knowingly receive, upload, download, use or re-use any material which does not comply with our Community Guidelines, or otherwise use our Website or Outfits in connection with any unlawful or immoral activity of any kind.

- c. abuse, offend, discriminate against, threaten, extort, defame, harass or stalk or otherwise violate or infringe the rights of any person.
- d. violate or infringe any intellectual property rights of any person.
- e. engage in any abusive or detrimental activity which impacts adversely on our Website, our systems, infrastructure, personnel, Outfits we provide and / or our Services and any person's enjoyment of our Services.
- f. attempt to circumvent the security of or interfere with the proper working of our Website, Outfits and our Services or any server on which they are hosted, nor otherwise introduce, nor permit the introduction of, any viruses, vulnerabilities, bugs, glitches, spyware, malware, adware, trojans, worms, logic bombs or other malicious, harmful or deleterious programs, material, code or software (any "**Virus**") into our Website, Outfits or our systems.
- g. gain unauthorised access to any Outfits or part of our Website, the server, equipment or network on which our Website or Outfits are stored, and any server, computer or database connected to our Website or Outfits.
- h. transmit, broadcast or procure the sending of any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation.
- i. use our Website to attempt to gain unauthorised access to any other website, internet account, server, computer, equipment, system, network, data or information.
- j. use our Website to monitor data or traffic on any network or system, or otherwise conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our Website or any Services (and we expressly reserve our rights in this regard).
- k. use our Website to collect information not intended for publication, including email addresses, screen names or other identifiers, by deceit or negligence.
- l. take any action that is an attempt to overload (including by way of a denial-of-service attack), interfere with, damage or disrupt our Website, any equipment or network on which our Website or Outfits are stored, any software used in the provision of our Website, Outfits or any equipment or network or software owned or used by any third party.
- m. use our Services in connection with anything which is illegal, sexual, or involves exploitation of children.
- n. impersonate us (including by using a miss-spelling of our trademarks) or otherwise do any other thing which may bring us, our Website or any Outfit into disrepute, our otherwise might tarnish, disparage, or reflect adversely on our Services.
- o. while we provide the Services to you and for 12 months thereafter in competition with us, develop, maintain, support or provide, or assist any third party to develop, maintain, support, or provide, any platform or service that offers customers the ability to design and configure wearable AR outfits as part of a metaverse.

You shall as soon as reasonably practicable give us written notice upon a breach, or suspected breach, of any of your obligations under these Terms.

If you breach of this clause 6, we:

- a. may terminate your agreement with us under these Terms with immediate effect and delete your Account, and
- b. your forfeit any rights you have to any Outfits, use of our Services and any of our intellectual property we have made available to you under these Terms. As such, you may not use any Outfits downloaded from us anymore.

## **7. Intellectual property**

We are the owner or the licensee of all copyright and intellectual property rights (of whatever nature) that exist in connection with our Website (including any content on the Website) and our Services and will own all copyright and other intellectual property rights that arise or subsist in any materials generated by you (including the Customuse Outfits you can configure through the tools we make available to you, the tools and the interfaces) in using our Services or Website (all together, the "**Materials**"). You have the right to use any of these Materials only for the purpose of benefitting from our Services and using our Outfits as permitted by

these Terms. Any other use is expressly prohibited. To the extent that any of the intellectual property rights or copyrights in the Materials vest in you, you hereby assign to us royalty-free on a worldwide basis all right, title and interest in and to the Materials and associated intellectual property rights including copyright. For the avoidance of doubt, "Materials" does not include any media or other assets which you may upload to the Services ("**User Content**"). See below under clause 10 "Content uploaded by you".

We and / or our licensors own and retain all intellectual property rights associated with the Materials. We grant you a limited, personal, non-exclusive, non-commercial, royalty-free, revocable, non-sub-licensable and non-transferable licence, subject to these Terms, to access and use the Material solely for the purpose as permitted by us of receiving our Services. Any other use is expressly prohibited. This includes the fact that:

- a. We expressly reserve all rights in and to the Materials and all content, materials, information and data related to the same. You agree that we do not grant you any rights in or licenses to any Materials except for the limited licence set out above.
- b. Except to the extent expressly permitted under these Terms, you agree that you shall not (either solely or jointly with or on behalf of any other third party) modify, reverse engineer, reverse compile, disassemble, copy, frame, mirror, scrape, rent, lease, licence, loan, republish, display, sell, rent, distribute, transfer, assign, disclose, modify, adapt, enhance or create derivative works based on the Materials, in whole or in part.
- c. You agree that you shall not exploit any intellectual property in relation to the Material for a commercial purpose not permitted by us.
- d. You agree that you will not use any of the Materials for the purpose of creating any form of copycat service or services which are in competition with our Services.
- e. You agree that you shall not attempt to obtain, or assist third parties in obtaining, access to Materials other than as permitted by these Terms.
- f. You do not possess any rights of access or rights to data stored by us or on our behalf on our servers, including without limitation any data representing or embodying any or all of your Outfits.

All logos and trademarks related to the Materials are marks of Customuse or our licensors. You may not copy, imitate, or use our trademarks, trading names or logos without our prior written consent. All rights, title and interests in and to the Materials, any content thereon or therein and all technology and any content created or derived from any of the foregoing is the exclusive property of us and our licensors.

#### Status indicators

As part of our Service we may provide you with or allow you to obtain certain reputational or status indicators, for example "Creator of the Month".

Regardless of the terminology used in providing these indicators:

- they are licensed by us to you at our sole discretion on a revocable basis.
- they may not be redeemed for any sum of money or monetary value from us or any other person.

We retain the absolute right to manage, regulate, control, modify and/or eliminate indicators as we see fit in at sole discretion, in any general or specific case, and have no liability to you based on its exercise of such right.

#### Intellectual property complaints

You must respect the intellectual property of others. If you suspect that your intellectual property rights have been infringed by another person through the use of our Website or any Outfit, you can make a complaint to us at [content@customuse.com](mailto:content@customuse.com).

As part of your complaint, you must provide is with:

- your contact details (name, address, telephone number, and e-mail address);
- identification of the copyrighted work(s) that you claim to have been infringed;
- identification of the material that you claim is infringing;
- sufficient information to permit us to locate such material;
- a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law;

- a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner; and
- Any other information that we may request to investigate your complaint.

**Complaints should only be made if you are the copyright owner or an agent authorized to act on their behalf. We will take reasonable steps to remove infringing content that we become aware of. In appropriate circumstances and at our discretion, we reserve the right to disable or terminate the Accounts of users who infringe the copyrights or intellectual property of others.**

**Please note that if we find that your complaint is based on false representations or malicious, you accept that you will indemnify us for administrative costs and legal fees incurred by us in dealing with your complaint on your behalf.**

#### **8. How you may use Materials**

You may print off one copy, and may download extracts, of any page(s) from our Website for your personal and non-commercial use and you may draw the attention of others to content posted on our Website.

You must not modify the paper or digital copies of any Materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Website and Outfits must always be acknowledged (except where the content is user-generated).

If you use as part of Outfit templates, media or content is labelled as for personal use only, you must not use that Outfit for commercial purposes without obtaining a licence to do so from us and our licensors as appropriate.

If you print off, copy or download any part of our Website in breach of these Terms, your right to use our Website and Outfits will cease immediately and you must or destroy any Outfits and any copies of the materials you have made.

#### **9. Content provided by us and third party content made available via us and our Website**

We cannot and do not represent, undertake or guarantee that all content on our Website and Outfits is accurate, complete, up to date or otherwise will be free from any errors or omissions. We reserve the right at our sole discretion to change our Website and any content on it, including by adding or removing content or functionality, at any time.

The content on our Website is generally provided for information purposes only and is not intended to be advice on which you should rely. We will not be liable to you for any Loss arising out of or in connection with your use of or reliance upon any content on our Website or Outfits. Where our Website contains links to other websites and content provided by third parties, these links are provided for your convenience only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over, and so accept no responsibility or liability to you for, those other websites or their content, and your use of them is solely at your own risk.

We do not endorse any opinion or other information expressed by users of our Website and Outfits, and such information and materials have not been verified or approved by us. The views expressed by other users of our Website and Outfits do not represent our views or values and you acknowledge that any reliance on material posted by other users will be at your own risk. You should always obtain appropriate specialist advice before taking, or not taking, any action or inaction based on any content on our Website or Outfits. If you wish to complain about content uploaded by other users, please contact us by email [content@customuse.com](mailto:content@customuse.com).

Where content is uploaded from a third party, if:

- a. it is labelled as being for personal use only, you agree to only use such content for your own non-commercial purposes.

- b. it is labelled as being for commercial use, you may use such content you for your own commercial purposes, including selling, modifying and downloading Outfits using such content.

Certain third party content may be subject to additional terms or fees, and by using such content you agree to comply with such additional terms and to pay such fees.

We may from time to time ask you to delete content you have obtained from us or third parties via our platform. This includes where such third party contract in in breach of a person's intellectual property rights. Where we ask you to delete any content you agree to do so promptly, and we shall have no obligation to provide you with our reasons for requiring you to make such a deletion.

#### **10. Content uploaded by you**

You retain all intellectual property rights in and to your User Content. By uploading or posting User Content to our Website and Outfits you warrant that:

- a. It complies with our Community Guidelines (see Schedule 1).
- b. You have all the necessary rights to upload your User Content and publish it in accordance with these Terms.
- c. You accept responsibility for your User Content, including as regards accepting responsibility for any User Content which violates the intellectual property of any third party, and you accept that you, not us, are fully liable for any breach of any third party's intellectual property.
- d. To the extent that there is a requirement for any such User Content to be accurate, complete and / or useful to another person, you accept responsibility for ensuring that it meets these requirements.

We reserve the right at our sole discretion to:

- a. moderate, review and remove anything you may post on our Website and / or Outfits, however we shall have not obligation to do so.
- b. show and make available any User Content you upload to other users of our Website and / or Outfits, however we shall have not obligation to do so.

When you upload or post User Content to our Website and Outfits, you grant (and you represent and warrant that you have the right to grant) the following rights to use that User Content:

- a. you grant us a worldwide, irrevocable, fully paid, non-exclusive, royalty-free, transferable licence to use, copy, store, reproduce, distribute, prepare derivative works of, create previews/cutouts of, incorporate into other works, moderate, suspend, remove, remix, enhance or otherwise modify in any way, grant sublicenses in, display, perform, sell and otherwise exploit that User Content and any metadata in the User Content in connection with the Services provided by us and across different media forever, including for commercial purposes. You agree we may in our sole discretion exploit your User Content to generate revenues and increase our value through its use in connection with our Services, promotions, advertisements and sponsorships, and you shall not have any right to share in any revenue or value generated as a result.
- b. you grant all users of our Website, except where you label User Content as being for personal use only, the right to use any User Content you upload for commercial purposes, including selling, modifying and downloading Outfits using your User Content.
- c. you grant all users of our Website, where you label User Content as being for personal use only, the right to use any User Content you upload for their own non-commercial purposes, including modifying and downloading Outfits using your User Content for their own use.
- d. a worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the User Content for their purposes forever.

Notwithstanding b., we reserve the right at our sole discretion to convert any and all User Content deemed suitable for commercial purposes as being for personal use only.

Where we grant a third party (including another user) the right to use your User Content we may do so on such terms as we see fit. Where we charge a fee for such a licence, we may pay a percentage of the licence fee to the creator of the User Content.

You also agree to irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect any content to you upload or post to our Website and Outfits. You accept that you will not receive any royalties from any User Content uploaded to our Website and Outfits.

We have the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to our Website and Outfits constitutes a violation of their intellectual property rights, or of their right to privacy.

We are not responsible for securing and backing up your User Content, and you accept sole responsibility for this.

You acknowledge that we may specify technical requirements for User Content from time to time such as without limitation PNG files for each coloured layer (e.g. -- shirt sleeves and shirt collar) and that third party platforms may also specify technical requirements regarding size and texture or other matters from time to time. You acknowledge that User Content may not function correctly or may not be accepted for upload or may be rejected if the technical requirements are not met.

#### **11. Website availability**

We do not guarantee that access to our Website, or the content on it, will always be available or uninterrupted. We will not be liable to you for any Loss arising out of or in connection with the availability of (or your inability to use) our Website.

#### **12. Fees and rewards**

We do not charge for use of our Website or Services, however reserve the right to do so in the future.

We do not currently offer rewards for uploading User Content to our Website or Services, however this is something we are looking to implement. [Please let us know if you have any ideas how you'd like this to work by contacting us at [contact@customuse.com](mailto:contact@customuse.com). We're interested to hear your views!]

#### **13. Viruses**

We do not guarantee that our Website will be secure or free from Viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Website and Outfits. You should use your own virus protection software.

#### **14. Passwords and security requirements**

If you choose, or you are provided with, a user identification code, password, pre-selected answers to questions or any other piece of information as part of our security procedures (a "**Passcode**"), you must treat your Passcode as confidential. You must not disclose your Passcode to any third party and we would recommend your Passcode includes a combination of upper and lower case letters, numbers and symbols.

You must notify us immediately if you know or suspect that: anyone other than you knows your Passcode; your Account's security has been breached; or there has been any unauthorized use of your Account. You can notify us by email at [contact@customuse.com](mailto:contact@customuse.com).

We are entitled to rely upon any instruction and / or communication received from, or believed in good faith by us to be from, you or your Passcode, regardless of whether you have actually authorised those instructions / communications. We do not accept any liability for any Loss caused by us acting on such an instruction / communication, or otherwise as a result of any unauthorized use of your Account.

We have the right to disable any user Passcode, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms or if we consider that there may be a security risk.

#### **15. Personal information and status**

We will only use your personal information as set out in our <https://customuse.com/privacy/privacy.pdf>.

#### **16. Our liability**

Nothing in this clause 16 or these Terms generally shall limit or exclude our liability for fraud, fraudulent misrepresentation, death or personal injury caused by our negligence, or any other liability to the extent that it may not be limited or excluded by Applicable Law.

We are not liable for any Loss as a result and / or consequence of:

- a. your breach these Terms;
- b. us exercising any of our rights under these Terms;
- c. unforeseeable events and / or events outside our reasonable control;
- d. errors, mistakes, omissions, or inaccuracies in any content we provide or made available via us;
- e. your content or your Account disappearing or being deleted for any reason, including as a result of our negligence, technical error, or a hack. Please see clause 21 for further information regarding what it means for an Account to be deleted.
- f. us or our platform being hacked or attacked or an unauthorised use thereof (however if we become aware that such an event has happened we will use reasonable endeavours to warn you promptly);
- g. another user's content or the defamatory, offensive, or illegal conduct of any third party;
- h. financial loss caused by the action or inaction of any person who makes an Outfit and then resells it;
- i. your modification of any content provided by us or use of any content provided by a person who is not us;
- j. loss or deletion of your Account or anything held in your Account; and / or
- k. any other matter which we state we are not responsible for, do not guarantee, and otherwise in relation to which we have excluded liability under these Terms.

We are in no event liable for any losses other than those caused directly and reasonably foreseeably by our gross negligence (and in no event shall we be liable to for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, business, business opportunity, goodwill, reputation or other similar losses).

**Our total liability for losses of whatever nature shall not exceed the total fee paid by you (if any) to us during the year preceding the date on which the loss was incurred.**

## **17. Indemnity**

You agree to indemnify us for any Loss that arises from or relates to:

- a. any breach by you of any Applicable Law and / or these Terms;
- b. your breach of the rights of any person (including privacy and intellectual property rights);
- c. any regulatory inquiry, legal action, litigation, dispute or investigation, whether such situations occur or are anticipated, that relate to you, including any costs and expenses (including legal fees) in relation to us dealing with such; and
- d. any Loss which arises in any way from your use of our Website.

You are responsible for ensuring that any person acting on your behalf or using your Account acts in accordance with your obligations set out in these Terms, and any reference in these Terms to an obligation applying to you includes an obligation on you to ensure that any such person complies with such obligation. As such, for the purposes of this clause 17, references to "you" and "your" include any person using your Account, or otherwise making use of our Services or our Website on your behalf. Any act or omission by any such person shall be deemed an act or omission by you directly, and you accept liability and responsibility for such person as if they were your own actions.

## **18. Linking to our Website**

You may link from another website to our Website's home page provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not link to our Website if any website (or any part of it) which may be considered to be obscene, defamatory, harassing, offensive or malicious, or if the linking website infringes any third-party rights or otherwise does not comply with all Applicable Law.

You must not by linking from another website to our Website:

- a. in any way suggest that we are endorsing or approving any of your products or services;
- b. misrepresent our relationship with you nor present any other false information about us;



- c. link to any page other than the home page of our Website;
- d. display or use a link to our Website in a manner that causes our Website or any portion of its content to display within a frame; or
- e. embed into your website, or link directly to without proper credit and context, any asset, file or resource (for example an image or PDF document) contained in our Website, unless you have our express permission to do so.

We may, at our sole discretion, for any or no reason, terminate your right to link to our Website by providing you with written notice. Upon receiving any such written notice you shall immediately remove any such link to our Website.

## **19. Connecting to third party services**

By connecting our Website or platform with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

## **20. Termination and suspension of our Services**

We may suspend or terminate your ability to use our Services on giving 5 days notice or with immediate effect if:

- a. you breach any part of these Terms;
- b. we are unable to satisfactorily verify your identity and/or complete any required due diligence checks we may reasonably require;
- c. we reasonably believe that we need to do so in order to protect our reputation;
- d. we have reason to believe that there has been, or there is a potential for, a security breach, or we suspect that any of our Services have been or may be being used without your authorisation;
- e. we are required to do so by any competent regulatory body or court; and / or
- f. we otherwise have reason to believe that this is required to avoid either you or us breaching any Applicable Law.

We may also suspend our Services to deal with events outside our reasonable control and to make any updates or maintenance as required.

We will try to give you advance notice of any suspension or termination. Where advance notice is not possible, we will provide you with notice as soon as reasonably practicable thereafter. Notice will be provided via posting on our Website or provided to the contact details you have provided to us

Unless we are prevented by Applicable Law and / or a competent court or regulator, if we have them, we will try to provide you with details of the nature of any suspension, its anticipated duration and anything you have to do to remedy any error or circumstance which has led to the suspension.

You may terminate your use of our Services at any time without penalty by deleting your Account with us. Instructions on how you can delete your Account are available on our Website.

## **21. Effect of termination and Account deletion**

### *Effect of termination*

When your Agreement with us is terminated, for whatever reason, your Account will be deleted.

After termination, as long as you have not forfeited such rights due to a breach of clause 6, you may still keep any Outfits you have downloaded from us using our Services, so long as your use of such Outfits continues to be in compliance with these Terms.

The following clauses shall survive termination of your agreement with us under these Terms: 5 d., 5g., 5h., 6, 7, 8, 9, 10, 16, 17, 18 and 21.

### *What it means for an Account to be deleted*

If your Account is deleted this means that we will delete all of your designs and stock media that you have uploaded (however we will not require other users to delete their modifications based on your designs, as they have the separate right to use your designed in accordance with clause 10). We are not liable to you for any Loss as a result of our deletion of your Account and any Outfits stored on your Account, regardless of the cause of the deletion.

## **22. Suspension and withdrawal of our Website**

We may suspend or withdraw or restrict the availability of all or any part of our Website for business and / or operational reasons. We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We will try to give you advance notice of any suspension or withdrawal of our Website.

## **23. Changes to these Terms and Website**

We may revise these Terms (documents and policies referenced herein) at any time by amending this page and we may also make changes to our Website. Every time you wish to use our Website, please check these Terms to ensure you understand the terms that apply at that time. We will give you reasonable advance notice of any changes to our Terms and Website by putting an alert on our Website, or we may make changes with immediate effect if they are in your favour.

You will be treated as accepting any change that we make to these Terms and Website unless you tell us that you do not agree to the change, in which case you have the right to stop using our Services and so terminate these Terms in accordance with clause 20.

## **24. Contact us**

You may contact us by email at: [contact@customuse.com](mailto:contact@customuse.com).

As part of opening an Account you will need to provide us with your email. Any communication sent to your email address shall be deemed delivered to you, regardless of whether you have actually received it. As such, our dispatch of an e-mail to your contact details as provided to us will constitute an effective communication of the content of that email, regardless of whether or not that email is in fact valid, capable of receiving the email or actually monitored by you. It is therefore vital that you keep your contact details with us up to date.

Communications by email will be deemed received on the earlier of the time at which it is accessed or two United Kingdom business days after receipt (except as regards emails sent to us, if there is a bounce-back stating the communication has not been delivered, the communication shall be deemed not sent).

Communications between us shall be in English. So long as we act in good faith, should we receive a communication which purports to be from you, we are entitled, but not obliged, to rely on and conclusively presume that such communication or instruction has been given by you, and we do not accept liability for any Loss caused by or as a consequence of this.

Communication by email is vulnerable to viruses, spoofing, smishing and phishing so you should use care when reviewing messages that appear to come from us to ensure they genuinely come from us and are safe.

### *Complaints about our Services*

If you wish to contact us about a complaint, you will need to provide us with details of your complaint, how you would like it resolved and any other relevant information.

### *Feedback*

You may choose to or we may invite you to submit comments or ideas about Outfits or our Service, including ideas for improving them ("**Feedback**"). You agree that you will only submit Feedback to us that you consider to be non-confidential and non-proprietary. By sending Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not result in us owing you any fiduciary or other obligations. You agree that we have the right to use and fully exploit your Feedback and related information in any manner we deem appropriate without having any obligation to pay you any compensation or to credit you as the provider of the Feedback. We may disclose your Feedback, on a non-confidential basis or otherwise, to anyone. You

further acknowledge that, by accepting your Feedback, we do not waive any rights to use similar or related ideas known to or developed by us, our, employees, or obtained from sources other than you.

## **25. General**

### Services are provided on an "as is" basis

Content available on or through our Website or Outfits is provided on an "as is" basis. Therefore, provided we act in good faith, you accept that we do not provide any warranty that our Services and Outfits are fit for any particular purpose. Our Services are provided from the United Kingdom and we make no guarantee that they are appropriate for use in any other particular location. If you access or use our Services from outside the United Kingdom you are entirely responsible for compliance with all applicable laws and regulations in relation to such use.

### Legal, tax and accounting advice

We do not provide, nor do we accept responsibility for, any legal, tax or accounting advice. If you are unsure regarding any of the legal, tax or accounting aspects of using our Services you should seek independent professional advice.

### Transfer, delegation and assignment

We may, at our sole discretion, transfer or assign our rights and/or delegate our duties under these Terms and engage subcontractors to perform obligations on our behalf, so long as we take due skill and care in selecting and overseeing our delegates. You may not assign, transfer, charge or create third party interests over any of your rights or responsibilities in relation to these Terms, nor may you agree to do any of the same, without our prior written consent (which we may withhold at our sole discretion).

### Illegality and severability

Each provision of these Terms is separate, severable and enforceable. If any portion of these Terms is found by any court or body of competent jurisdiction to be illegal, unlawful, void or unenforceable, in whole or in part, such provision shall be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner and without affecting the remaining provisions of these Terms, which shall continue to be in full force and effect.

### Waiver

No failure or delay by us to exercise any right, power or remedy under these Terms shall operate as a waiver of that right, or any other right, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right or any other right, power or remedy. A waiver is only effective if we provide it in writing from one of our duly authorised representatives. No waiver of any provision in these Terms will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision.

### Third parties

A person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999, or otherwise, to enforce any of these Terms. These Terms may be varied, amended, modified, suspended, cancelled, terminated or rescinded without the consent of any third party, notwithstanding that such third party has relied on, or indicated assent to, any of these Terms.

### No partnership or agency

Your use of our Website and / or our Services does not create any form of partnership, agency, joint venture, employer-employee relationship, or franchisor-franchisee relationship or any other similar relationship between you and us, and we do not owe you any resulting fiduciary duties. Nothing in these Terms is intended to authorise either of us to act as agent for the other, and neither of us shall have the authority to act in the

name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

#### Commencement

These Terms take effect and bind both of us with effect from the date you start using our Services or Website, whichever is earlier.

#### Entire agreement

These Terms constitute the entire agreement between you and us and supersede any prior agreement, terms and conditions or arrangement in respect of their subject matter. Except for the express statements set out in these Terms, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to your use of and access to our Services and our Website.

Neither you nor we have entered into these Terms in reliance upon, and will have no remedy in respect of, any misrepresentation, representation or statement which is not expressly set out or referred to in these Terms. The only remedy available for any misrepresentation or breach of any representation or statement set out or referred to in these Terms shall be for breach of contract.

Except as set out in these Terms, we do not make or give any representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any information provided regarding our Services, and, to the fullest extent permitted by Applicable Law, all implied warranties, conditions or other terms of any kind are excluded and we accept no liability for any Loss incurred as a result of you or anyone else relying on such information.

#### Jurisdiction

If you are a consumer these Terms, their subject matter and their formation, and any non-contractual obligations arising out of or in connection with them are governed by the law of England and Wales and the courts of England and Wales have non-exclusive jurisdiction to determine any dispute arising out of or in connection with them. If you are resident in Scotland you may also bring proceedings in Scotland and if you are resident in Northern Ireland you may also bring proceedings in Northern Ireland. As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms affects your rights as a consumer to rely on such mandatory provisions of local law.

If you are a business user these Terms, their subject matter and their formation, and any non-contractual obligations arising out of or in connection with them are governed by the law of England and Wales and the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with them (including in relation to any non-contractual obligations).

### **Schedule 1: Community Guidelines**

Any uploaded content must comply with Applicable Law and must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity, or otherwise contain harmful material.
- Encourage behaviour prejudicial to health or safety;
- Cause physical, mental or moral detriment to persons under the age of 18, or otherwise directly exhort such persons to purchase or rent goods or services in a manner which exploits their inexperience or credulity;
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the content emanates from us if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.