Date of last revision: JULY 26, 2023.

> Please read these Terms of Use carefully before using the Application.
>
> By clicking the "I agree" button, you acknowledge and agree that your use of the Application is exclusively governed by these Terms of Use. If you do not agree to any provisions of these Terms of Use, you may not use in any manner the Application.

1. **General**

These Terms describe the terms and conditions pursuant to which you ("**You**" or "**User**") can use the Application(s) (as defined below).

The Application is operated and managed by Scimm BV, registered with the Crossroads Bank of Enterprises under company number BE0801235242 and having its registered office at Léon Stynenstraat 53 bus 402 (hereinafter: "**Scimm BV**" or "**we**"). If you have any questions about the Application or these Terms of Use, please contact us at info@scimm.eu.

2. **Applicability**

The use of the Application shall be governed by these Terms. The general terms and conditions of a User are not applicable and are therefore explicitly excluded, even if such general terms and conditions would contain a similar clause.

You have been granted access to the Applications pursuant to a commercial agreement between the Scimm BV Customer and Scimm BV. Pursuant to the License Agreement certain licenses are granted to end users. These Terms of Use governs the use of such end users of the Application. The License Agreement, if any, takes precedence over these Terms of Use. In no event will these Terms amend the terms of the License Agreement.

Article 15 provides for the definitions that apply to these Terms.

3. **License**

You are granted a restricted, personal, non-exclusive, non-transferable, non-assignable license, without the right to sub-license, for the term of the License Agreement to have restricted access to the Service.

4. **Use of the Account**

You shall be solely responsible for maintaining the confidentiality and security of your Account login information such as your password ("**Account Information**") and you shall be fully responsible for all activities that occur under your Account. You agree to immediately notify Scimm BV of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Scimm BV will not be liable for any loss or damage arising from your failure to comply with the requirements set out in this article 4.

5. **Intellectual Property Rights**

5.1 All intellectual property rights related to the Application and Services shall be exclusively owned by Scimm BV. You shall be granted a personal, limited, non-exclusive, personal, non-assignable, non-sublicensable and non-transferable license to use the Application in accordance with the Documentation and these Terms of Use (the "**License**"). You are not allowed to use the Application or your Account for any commercial purposes or to use the Application or your Account in a manner not authorised by Scimm BV. You shall use the Application and your Account solely in full compliance with (i) these Terms of Use and the License Agreement, if applicable; (ii) any additional instructions or policies issued by Scimm BV, including, but not limited to, those posted within the Application and (iii) any applicable legislation, rules or regulations.

5.2 You agree to use the Application and your Account only for its intended use as set forth in these Terms of Use. Within the limits of the applicable law, you are not permitted to (i) adapt, alter, translate or modify in any manner the Application; (ii) decompile, reverse engineer, disassemble, or otherwise

derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organisation) of the Application, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (iii) gain unauthorized access to accounts of other Users; (iv) use the Application or your Account to conduct or promote any illegal activities; (v) use any high volume automatic, electronic or manual process to access, search or harvest information from the Application (including without limitation robots, spiders or scripts); (v) alter, remove, or obscure any copyright notice, digital watermarks, proprietary legends or other notice included in the Application; (vi) intentionally distribute any worms, Trojan horses, corrupted files, or other items of a destructive or deceptive nature or use your Account for any unlawful, invasive, infringing, defamatory or fraudulent purpose; or (vi) remove or in any manner circumvent any technical or other protective measures on the Application.

5.3   All information, data, texts and images uploaded on the Application or your Account, including, to the extent applicable Personal Data ("**User Data**") remains the exclusive property of the User. You grant Scimm BV a non-exclusive, assignable, irrevocable, royalty-free, worldwide, sublicensable and transferable license to use, process, copy, reproduce, exploit, store, modify, transmit, display and create derivative works from such User Data, for the purposes of and in accordance with the conditions of the Terms of Use, the Privacy Policy, and the License Agreement (if applicable).

5.4   Scimm BV reserves the right, but is not obliged, without the approval or permission of the User and at any time, to review and remove any User Data which is deemed to be in violation with the provisions of the Terms of Use, Privacy Policy, any rights of Third Parties or any applicable legislation or regulation.

6.   Suspension for breach

If Scimm BV becomes aware or suspects, in its sole discretion, any violation by you of these Terms of Use, or any other instructions, guidelines or policies issued by Scimm BV, then Scimm BV may suspend or limit your access to your Account. The duration of any suspension by Scimm BV will be until you have cured the breach which caused such suspension or limitation.

7.   Support

In case you need technical support, you can contact us at info@scimm.eu.

8.   Liability

8.1   To the extent legally permitted under applicable law, Scimm BV shall not be liable to the User or any Third Party, for any special, indirect, exemplary, punitive, incidental or consequential damages of any nature including, but not limited to damages or costs due to loss of profits, data, revenue, goodwill, production of use, procurement of substitute services, or property damage arising out of or in connection with the use of the Application or your Account under these Terms of Use, including but not limited to the use, misuse, or inability to use the Application, regardless of the cause of action or the theory of liability, whether in tort, contract, or otherwise, even if Scimm BV has been notified of the likelihood of such damages. In the event that liability is imposed on Scimm BV, the liability shall not exceed the higher amount of (i) the fees paid by the User to Scimm BV during the annual period during which the event that gives rise to the liability arose, or (ii) EUR 500. Nothing in these Terms of Use shall limit or exclude Scimm BV's liability for (i) willful misconduct, or (ii) fraud.

8.2   Even though Scimm BV shall reasonably take all technical measures necessary to ensure the good functioning of the Application, Scimm BV may not be held liable in the event that any loss, deletion or corruption of User Data would occur. If applicable, any limitations of liability as stipulated in a License Agreement shall have precedence over the stipulation as set out in these Terms of Use.

9.   Warranties and disclaimers

9.1   Scimm BV does not make any, whether explicit or implicit, warranties regarding the availability of the Application.

9.2   Scimm BV makes no (and hereby disclaims all) other warranties, covenants or representations, or conditions, whether written, oral, express or implied including, without limitation, any implied warranties of satisfactory quality, course of dealing, trade usage or practice, merchantability, suitability,

availability, title, non-infringement or fitness for a particular use or purpose, with respect to the use, misuse, or inability to use the Application, the Services and your Account or any other products or services provided to the User by Scimm BV. Scimm BV does not warrant that all errors can be corrected, or that access to or operation of the Application or your Account shall be uninterrupted, secure, or error-free.

9.3 The User represents and warrants to Scimm BV that it is the owner of the User Data, and that any User Data provided by the User is accurate and truthful and that the User Data shall not (i) infringe any intellectual property rights of Third Parties, (ii) be deceptive, defamatory, or unlawful; (iii) contain any viruses, worms or other malicious computer programming codes intended to damage Scimm BV's system or data; or (iv) otherwise violate the rights of a Third Party. The User acknowledges and agrees that Scimm BV is not obligated to back up any information stored on your Account. You agree that any use of the Application, the Services or your Account contrary to or in violation of these representations and warranties shall constitute unauthorized and improper use of the Application, the Services or your Account for which Scimm BV cannot be held liable.

10. Indemnification

You hereby agree to indemnify and hold harmless Scimm BV from each and every demand, claim, loss, liability, or damage of any kind whatsoever, including reasonable attorney's fees, whether in tort or in contract, that it or any of them may incur by reason of, or arising out of, any claim which is made by any Third Party with respect to (i) any breach or violation by you of any provisions of these Terms of Use or any other instructions or policies issued by Scimm BV; (ii) any information stored on your Account violating any Intellectual Property Rights of a Third Party, and (iii) fraud, intentional misconduct, or gross negligence committed by you.

11. Third Parties

In the event the Application uses services of third parties, the terms of service and/or privacy policies of those Third Parties may apply. You shall be notified if and when such Third Party terms of services and/or privacy policies are applicable. By accessing such Third Party service, you agree to comply with the applicable terms and you acknowledge that you are the sole party to such terms. Scimm BV cannot be held liable in any way with regard to the content of such Third Parties' terms or privacy policy, nor for the compliance thereof.

12. Privacy statement

12.1 Scimm BV may, in accordance with its Privacy Policy, share your Personal Data, as provided by you or collected by us, with the Customers for the purpose of providing the Customers the Services.

12.2 Scimm BV recognizes and understands the importance of your privacy and wants to respect your desire to store and access Personal Data in a private and secure environment. Scimm BV shall collect and process all Personal Data in accordance with its Privacy Policy, which can be found on the Application.

13. Changes to the Application

13.1 Scimm BV reserves the right at any time, and from time to time, with or without cause to (i) unilaterally amend these Terms of Use; (ii) change the Application, including eliminating or discontinuing, temporarily or permanently any service or other feature of the Application without any liability against the Users or any third parties; and (iii) deny or terminate, in part, temporarily or permanently, your use of and/or access to your Account as set forth herein.

13.2 Any such amendments or changes made will be effective immediately upon us making such changes available on the Application or otherwise providing notice thereof. You agree that your continued use of the Application or your Account after such changes constitutes your acceptance of such changes.

14. Miscellaneous

14.1 **Amendment.** Scimm BV may modify these Terms of Use at any time, and such modifications shall be effective immediately upon publish through the Application. Your continued use of the Application shall be deemed your conclusive acceptance of the modified Terms of Use.

14.2 Governing law and jurisdiction. These Terms of Use shall be exclusively governed by and construed in accordance with the laws of Belgium, without giving effect to any of its conflict of law principles or rules. The courts and tribunals of Antwerp, article Antwerp shall have sole jurisdiction should any dispute arise relating to these Terms of Use.

15. **Definitions**

"**Account**" means your personal account that you created by following the registration process on the Application;

"**Account Information**" shall have the meaning as set out in article 4;

"**Application**" shall mean the online tool accessible via www.scimm.eu through which users can obtain size and fit advice based on morphology;

"**Customer**" means the customer of Scimm BV that entered into a License Agreement;

"**Documentation**" means the user documentation associated with the Application to facilitate the use of the Application, provided to User by Scimm BV in paper or electronic form;

"**License Agreement**" means the agreement concluded between Scimm BV and the Customer;

"**Personal Data**" means any information relating to an identified or identifiable natural person, and more specifically the information as mentioned in the Privacy Policy;

"**Services**" means the Scimm BV services offered to the Customer and/ or the Users, as the case may be;

"**Third Parties**" means any natural or legal person or entity other than Scimm BV; and

"**Users**" shall have the meaning as set out in article 1.