

# Terms of Service

SHONECT.com (the "Shonect Website", or "Website") is owned and operated by Digital Tailors Limited (hereafter "Shonect, "we", "our", or "us"). "You" or "your" means an adult user of the Website acting independently or as parent or guardian for any minor whom you allow to access the Service and for whom you will be held strictly responsible.

In compliance with the Children's Online Privacy Protection Act of 1998, SHONECT does not accept membership registrations from users who are under 13 years of age. By registering with SHONECT, you represent that you are at least 13 years old.

Your Acceptance:

THE TERMS ARE SUBJECT TO CHANGE BY US AT ANY TIME, EFFECTIVE UPON POSTING THROUGH THE SERVICE. BY ACCESSING THE SERVICE AFTER ANY SUCH CHANGE, YOU ACCEPT THESE TERMS AS MODIFIED. YOUR RIGHT TO USE THE SERVICES IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SHONECT'S [PRIVACY POLICY](#), WHICH ARE INCORPORATED HEREIN BY REFERENCE. IF YOU ARE ACCESSING THE SERVICES ON BEHALF OF YOUR EMPLOYER, BRAND, RETAILER, OR ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO AGREE TO THESE TERMS ON ITS BEHALF.

## 1. ACCEPTANCE OF TERMS.

1. By registering for and/or using the Services in any manner, You agree to these Terms and all other operating rules, policies and procedures that may be published from time to time on the Services by us, each of which is incorporated by reference and each of which may be updated from time to time without notice to You.
2. Certain of the Services may be subject to additional terms and conditions specified by us from time to time; Your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.
3. These Terms apply to all users of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise.

## 2. ELIGIBILITY.

1. By using the Services or registering for an Account, You represent and warrant that You are, or are an employee, officer, consultant, agent or affiliate of an apparel, shoe, fashion accessory or other fashion related Brand Producer or Retailer that has contracted with Shonect to establish a Shonect membership interested to produce, sell or buy certain goods through our Structure and Channel Partners. We may, in our sole discretion, refuse to offer the Services to You, or any person or entity and change eligibility criteria at any time. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to You and the right to access the Services is revoked where these Terms or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for Your use, and not for the use or benefit of any third party.□

## 3. SERVICE.

1. Shonect provides a number of Internet-based services through the Site and through its physical Channel Partners Network. One such service enables fashion designers or brands ("Brands") and fashion resellers ("Retailers" or "Buyers") to discover another, experience a professional overview of the Market and enter into relationships with the help and supervision of Shonect Channel Partners. Brands may create "Brand Pages" and be included into

customized product books showing specific articles of accessories offered for sale (such items, collectively, "Products"). Retailers may create their "Retailer Pages" and their research library. Production directors may apply to the licensor section, visit products books and connect with Producers. Users who purchase Products agree to do so in accordance and through their Territorial Agent (Agent or Channel Partner). Shonect allows all users to browse the public areas of the Site and CONNECT ("Shonect") with other users. SHONECT may offer a number of other services on its Site and on the Market, Events, Showrooms.

#### 4. USER.

1. In order to access some features of the Website, you will have to create an account. You may never use another's account without permission. If we request registration information from you, you must provide us with true, accurate, current, and complete information. You must promptly update your registration to keep it accurate, current, and complete. You may not use anyone else's password. You are responsible for maintaining the confidentiality of your accounts and passwords. You agree to immediately notify us of any unauthorized use of your passwords or accounts or any other breach of security. You also acknowledge that failure to exit from your accounts at the end of each session may result in unauthorized use of your accounts. We will not be responsible for any loss or damage that may result if you fail to comply with these requirements.
2. You agree not to use or launch any automated system, including without limitation, "robots", "spiders", "offline readers", etc., that accesses the Website in a manner that sends more request messages to the SHONECT servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, SHONECT grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. SHONECT reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes.
3. The technology and the software underlying our sites and the Services is the property of SHONECT. You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying our sites or the Services. You agree not to modify the software underlying our sites in any manner or form or to use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to our sites.
4. Without limiting the foregoing, you agree that you will not use our sites to take any of the following actions:
  - 4.1. Copy, defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of others;
  - 4.2. Publish, post, upload, email, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content;
  - 4.3. Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, our sites, any software or hardware, or telecommunications equipment;
  - 4.4. Advertise or offer to sell any goods or services for any commercial purpose unless you have our written consent to do so;
  - 4.5. Transmit surveys, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;

- 4.6. Download any file that you know or reasonably should know cannot be legally obtained in such manner;
  - 4.7. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
  - 4.8. Restrict or inhibit any other user from using and enjoying any public area within our sites;
  - 4.9. Collect or store personal information about other end users;
  - 4.10. Interfere with or disrupt our sites, servers, or networks;
  - 4.11. Impersonate any person or entity, including, but not limited to, a SHONECT 's representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - 4.12. Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through our sites or to manipulate your presence on our sites;
  - 4.13. Take any action that imposes an unreasonably or disproportionately large load on our infrastructure;
  - 4.14. Engage in any illegal activities.
5. If you choose a username that, in our sole discretion, is obscene, indecent, abusive or that might otherwise subject us to public disparagement or scorn, we reserve the right, without prior notice to you, to automatically change your username, delete your posts from our sites, deny you access to our sites, or any combination of these actions.
  6. As part of the Services, we may ask You to link Your third party accounts (such as Facebook, Pinterest, Tumblr and Twitter) ("Third Party Accounts"). By signing into the Service through or linking Your Account to any Third Party Account, You permit us to access and aggregate certain information from Your profiles on such sites for use by the Service. You ultimately control how much information is accessible via Third Party Accounts via Your privacy settings on such sites. Please note that these account sharing restrictions may result in You being unable to use some or all features of the Service. When You use the Service, You are authorizing us to collect, store, and use, in accordance with our [Privacy Policy](#), any information that You permit the third party websites to provide to us and to access tokens made available by those third party websites.

## 5. SUBMISSIONS.

1. The SHONECT Website may now or in the future permit the submission of photo or other content submitted by you and other users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, SHONECT does not guarantee any confidentiality with respect to any submissions.
2. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that you own or have the necessary licenses, rights, consents, and permissions to use and authorize SHONECT to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service.
3. SHONECT does not claim ownership of User Submissions. However, with respect to User Submissions or content you make available for inclusion on publicly accessible areas of the Service, you grant SHONECT worldwide, royalty-free and non-exclusive license(s) to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such content on the

Service in connection with the SHONECT Website and SHONECT's (and its successor's) business, including without limitation for promoting and redistributing part or all of the SHONECT Website (and derivative works thereof) in any media formats and through any media channels. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or SHONECT removes such Content from the Service.

4. In connection with User Submissions, you further agree that you will not:
  - 4.1. Submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant SHONECT all of the license rights granted herein;
  - 4.2. Publish falsehoods or misrepresentations that could damage SHONECT or any third party;
  - 4.3. Submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
  - 4.4. Post advertisements or solicitations of business;
  - 4.5. Impersonate another person.
5. SHONECT does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and SHONECT expressly disclaims any and all liability in connection with User Submissions. SHONECT does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and SHONECT will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. SHONECT reserves the right to remove Content and User Submissions without prior notice. SHONECT will also terminate a User's access to its Website, if they are determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had a User Submission removed from the Website more than twice. SHONECT also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to obscene or defamatory material, or excessive length. SHONECT may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.
6. It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. The images referenced, made accessible or made available to you on these pages or by means of the SHONECT Service are protected by the copyright and trademark laws of European, United States and other countries. You may need to obtain authorization of the owner of such materials before using them for any purpose other than viewing on the web. For authorizations to use an image, please contact the image owner as indicated on the source site, not SHONECT. SHONECT cannot give you authorization to use the copyrighted images. We cannot guarantee that the SHONECT Service will not locate unintended or objectionable content and SHONECT accepts no responsibility or liability for the content of any site included in any SHONECT item or set, or otherwise linked to by the SHONECT services, or for your use of such content. SHONECT reserves the right to remove any pictures or content without notice to you, any other user, or any third party.
7. You understand that when using the SHONECT Website, you will be exposed to User Submissions from a variety of sources, and that SHONECT is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are

inaccurate or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against SHONECT with respect thereto, and agree to indemnify and hold SHONECT, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

## 6. CLAIMS.

1. We will review all claims of copyright infringement received and remove content deemed to have been posted or distributed in violation of any such laws. To make a claim, please provide us with the following:
  - 1.1. A physical or electronic signature of the copyright owner or the person authorized to act on its behalf;
  - 1.2. A description of the copyrighted work claimed to have been infringed;
  - 1.3. A description of the infringing material and information reasonably sufficient to permit SHONECT to locate the material;
  - 1.4. Your contact information, including your address, telephone number, and email;
  - 1.5. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
  - 1.6. A statement that the information in the notification is accurate, and, under the pains and penalties of perjury, that you are authorized to act on behalf of the copyright owner.
2. Claims can be emailed to [info@shonect.com](mailto:info@shonect.com)

## 7. TERMINATION.

1. We may terminate Your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with Your membership. If You wish to terminate Your Account, You may do so by following the instructions on the Site, through the Services and through binding Contracts. Any eventual fees paid hereunder are non-refundable. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## 8. CONTENT LINKED TO BY SHONECT.

1. The Website may contain links to third party websites that are not owned or controlled by SHONECT. SHONECT has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. The items and sets that appear on the SHONECT Website are created by automated machinery and computers, and SHONECT cannot and does not screen the source sites or content before displaying them on the Website. An item or set may provide links and/or display images of sites and/or content that some people find objectionable, inappropriate, or offensive. We assume no responsibility for the content of any site linked to by SHONECT. By using the Website, you expressly relieve SHONECT from any and all liability arising from your use of any third-party website.
2. Accordingly, we encourage you to be aware when you leave the SHONECT Website and to read the terms and conditions and privacy policy of each other website that you visit.

## 9. REDISTRIBUTION.

1. You may display images of products from the Website on other websites for commercial and non-commercial use, provided that you do so with the embed code provided by SHONECT. You may not alter the embed code in any ways. You may not distribute any content from the Website without written consent from SHONECT otherwise. Images on the Website are intellectual property of copyright owner and may not be used for commercial use without permission from the owner. Additionally, if you want to make commercial use of the SHONECT Service, you must enter into an agreement with SHONECT to do so in advance.□

## 10. DISCLAIMER OF WARRANTIES.

1. SHONECT disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material displayed in the SHONECT SERVICE pages. SHONECT disclaims any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any information or material. SHONECT disclaims any responsibility for any harm resulting from downloading or accessing any information or material on the Internet through the SHONECT service. The SHONECT service, and all materials, information, products and services included in the SHONECT service are provided "as is," with no warranties whatsoever. SHONECT and its licensors expressly disclaim to the fullest extent permitted by law all express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. SHONECT and its licensors disclaim any warranties regarding the security, reliability, timeliness, and performance of the SHONECT services. SHONECT and its licensors disclaim, any warranties for any information or advice obtained through the SHONECT services. SHONECT and its licensors disclaim any warranties for services or goods received through or advertised on the SHONECT service or received through any links provided by the SHONECT service, as well as for any information or advice received through any links provided in the SHONECT service. You understand and agree that You download or otherwise obtain material or data through the use of the SHONECT service at Your own discretion and risk and that You will be solely responsible for any damages to Your computer system or loss of data that results from the download of such material or data. Some states or other jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to You. You may also have other rights that vary from state to state and jurisdiction to jurisdiction.

## 11. LIMITATION OF LIABILITY.

1. Under no circumstances shall SHONECT or its licensors be liable to any user on account of that user's use or misuse of or reliance on the SHONECT service. Arising from any claim relating to this agreement or the subject matter hereof such limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary, and punitive damages whether such claim is based on warranty, contract, tort (including negligence), or otherwise, (even if SHONECT or its licensors have been advised of the possibility of such damages). Such limitation of liability shall apply whether the damages arise from use or misuse of and reliance on the SHONECT service, from inability to use the SHONECT service, or from the interruption, suspension, or termination of the SHONECT service (including such damages incurred by third parties). This limitation shall also apply with respect to damages incurred by reason of other services or goods received through or advertised on the SHONECT service or received through any links provided in the SHONECT service, as well as by reason of any information or advice received through or advertised on the SHONECT service or received through any links provided in the SHONECT service. This limitation shall also apply, without limitation, to the costs of procurement of substitute goods or services, lost profits, or lost data. Such limitation shall further apply with respect to the performance or non-performance of the SHONECT service or any information or merchandise that appears on, or is linked or related in any way to, the SHONECT service. Such limitation shall apply notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by law. Some states

or other jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above limitations and exclusions may not apply to You.

2. Without limiting the foregoing, under no circumstances shall SHONECT or its licensors be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

## 12. DISPUTES.

1. The Agreement shall be governed by, and construed in accordance with, the laws of ENGLAND, without regard to its conflict of law provisions. You and SHONECT agree to submit to the exclusive jurisdiction of the British courts in London to resolve any dispute arising out of the Agreement or the SHONECT Services.

## 13. INDEMNIFICATION.

1. You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to Your use or misuse of, or access to, the Services, Content, or otherwise from Product Content or Your User Content, violation of these Terms, any infringement by You, any unfulfilled or lost orders caused by You, or any third party using Your account or identity in the Services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will assist and cooperate with us in asserting any available defenses. For clarity, You further agree to promptly reimburse SHONECT and any other indemnified person hereunder for all expenses (including fees and disbursements of counsel) as they are incurred by SHONECT or such other indemnified person in connection with investigating, preparing for or defending, or providing evidence in, any pending or threatened action, claim, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not SHONECT or any other indemnified person is a party thereto) and in enforcing these indemnification provisions. Your indemnity, contribution, reimbursement and other obligations under these indemnification provisions shall be in addition to any liability that You may otherwise have, at common law or otherwise, and shall be binding on Your successors and assigns.

## 14. OTHER .

1. This Agreement is accepted upon your use of the SHONECT Website or any of the SHONECT Services and is further affirmed by you becoming a Member. This Agreement constitutes the entire agreement between you and SHONECT regarding the use of the SHONECT Services. The failure of SHONECT to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.
2. We may modify or terminate our services from time to time, for any reason, and without notice, including the right to terminate with or without notice, without liability to you, any other user or any third party. We reserve the right to modify these Terms of Service from time to time without

notice. Please review these Terms of Service from time to time so that you will be apprised of any changes.