

TheTailorNetwork user agreement

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Preamble

TheTailorNetwork is a marketplace for the democratization of fashion – we believe in empowering fashion designers, supporting local tailors and bringing the experience of a perfect fit to customers.

The following Terms and Conditions are valid for your usage of our platform www.thetailornetwork.com, as well as all related websites and social media offerings (which include, but are not limited to, related accounts on Facebook, Instagram, Pinterest, and Twitter). The agreement is entered between you as member (in your facility as buyer/customer or seller/designer or service provider/tailor) and the TheTailorNetwork (later referred to as “TheTailorNetwork”, “TTN” or “we”).

The following additional policies and documents also form part of this user agreement:

- TheTailorNetwork principles
- TheTailorNetwork data protection and privacy policy
- TheTailorNetwork fees
- TheTailorNetwork impressum and disclaimer

Before you may become a member of TheTailorNetwork.com or any other website managed by TTN, you must read and accept all of the terms and conditions in, and linked to, this user agreement. We strongly recommend that, as you read this user agreement, you also access and read the linked information. By accepting this user agreement, you also agree that your use of some related websites or services we operate may be governed by separate user agreements and privacy policies. The agreement that applies on any of our domains and

subdomains is always the agreement that appears in the footer of each website menu. The user agreement constitutes a legally binding agreement between you and TheTailorNetwork. Some of our websites, services and tools may have additional or other terms that we provide to you when you use those sites, services or tools.

§ 1 TheTailorNetwork buyer protection

We believe that all our members will behave according to the TheTailorNetwork principles of fair treatment to make purchases facilitated by TheTailorNetwork satisfying for all parties involved.

But while TheTailorNetwork and all our sellers and service provider strive to provide perfect quality clothes, there can occur reasons for complaints and returns. Most valid complaints, besides life-time fabric or stitching quality issues, become evident within a few days of the expected delivery date of your tailored clothes, like:

- the clothes do not arrive,
- the clothes do not fit so perfectly as you expect,
- the clothes have immediately visible fabric or stitching issues.

So when buying on TheTailorNetwork, we want to offer you as buyer an additional protection. To protect you from the hassle of reclaiming your money in case any of these cases occur, we only release your payment once we can conclude the clothes have arrived at your place and are to your satisfaction.

For this reason we will charge the amount payable at the order, but will keep the money in a warranty account until we can safely assume that you are satisfied with your new clothes before paying it out to the seller/designer and the service provider/tailor.

§ 2 TheTailorNetwork services

Under this contract, TheTailorNetwork offers a series of services, a marketplace for designer, pattern creator and tailor, facilitation of transactions and offline sales promotions.

2.1. Marketplace for designer, pattern creator and tailor

TheTailorNetwork offers through its system under www.thetailornetwork.com a marketplace where designers can upload and sell their designs as well as receive pattern creation and tailoring services arranged through pattern creators and tailors inside TheTailorNetwork.

2.2. Transaction facilitation

TheTailorNetwork offers the full range of services to facilitate the entire sales transaction between the designer and the customer, but the minimum services offered by TheTailorNetwork is to take customer orders and secure the full order amount as prepayment; facilitate the entire order fulfillment communication between customer and designer from order confirmation to delivery and quality approval confirmation; conduct final payout to designer and service partners.

2.3. Offline sales promotion

TheTailorNetwork promotes the designers on its platform not only online but also through a series of offline events where TTN actively searches out customers and facilitates offline or-

der taking. These offline sales promotions will include, but is not limited to, the programs – Cut4You@Work, Cut4You@Home and ShopInShop.

The acceptance of the offer is the solitary right and can only be made by the owner of the design. The sales transaction takes place entirely between the designer/design owner and the customer, TheTailorNetwork only provides the above named services to facilitate the transaction.

§ 3 TheTailorNetwork fees

Our goal at TheTailorNetwork is to bring perfectly fitting clothes to people, that they can feel good about wearing. Our aim is only achieved when our members conclude the sell of a great piece of clothing between them, therefore TheTailorNetwork does only charge commission fees and no uploading or registration fees.

The commission covers the services described under 2.2. and 2.3, as well as the general provision of a marketplace to designer.

For additional services, including but not limited to the facilitation of pattern creation and tailoring services as mentioned under 2.1 of this user agreement, TheTailorNetwork reserves the right to charge special fees. An overview of the fees charged by TheTailorNetwork can be found under: TheTailorNetwork fees.

TheTailorNetwork reserves the right to temporarily or on a case-by-case base reduce or waive the commission or fees. The act to reduce or waive any commissions or fees does not constitute a permanent right for the designer or any other marketplace participant and does not limit TheTailorNetwork's rights to request the standard rates in future cases.

§ 4 Responsibilities of the designer

4.1. Appropriateness of design characteristics

TheTailorNetwork.com has a clear claim to provide its customers with clothes, which fulfill at least the following criteria:

- Designer possesses all design copyrights;
- Clothes may not contain hazardous materials, materials with potential allergical features (especially in case of buttons and zippers) need to be disclosed in the material description;
- Finished clothes need to match the material description provided.

You as uploading designer commit yourself to upload only designs which fulfill the before mentioned criteria. A repetitive failure to comply with this rule may be considered as an abuse of the TheTailorNetwork (7.1. Abusing TheTailorNetwork).

In case the non-compliance is reported either through the community on the platform or from a paying customer, the designer is responsible to provide evidence that the design and finished clothes fulfill the above mentioned design characteristics.

4.2. Active participation

As part of this agreement sellers commit themselves to active participation on the platforms provided by TheTailorNetwork. A commitment to actively participate on social media is not included and can only be required based on a special agreement between the designer and TheTailorNetwork.

Active participation on the platform includes (non-exclusively) the following:

- Timely response to customer sales orders
Unless the designer has informed TheTailorNetwork about an absence, it is his / her duty to timely respond to customer sales orders. The target reaction times are as follows:
 - 1.) Acceptance or decline of the customer offer – within one (1) working day after offer submission.
 - 2.) In case of acceptance and production through TheTailorNetwork tailoring partners - dispatch of the necessary materials within two (2) working days after acceptance of the offer.
 - 3.) in case of acceptance and own production – dispatch of the finished clothes within two (2) weeks after acceptance of the offer.
- Active information about absence or any other delivery issues
In case designers are not able to handle customer offers for a period of more than one day or over the weekend, they should provide a information about their absence (starting date and end date) so that TheTailorNetwork can inform customers during the order process about expected delays.
In case any issues occur during the fulfillment process of the order, the designer has to inform TheTailorNetwork as soon as he / she becomes aware of the issue.
- Timely payment of provider invoices
Amounts invoiced by TheTailorNetwork and not deducted from payments to the designer have to be paid to TheTailorNetwork within less than 10 working days after issuing of the invoice.

§ 5 Participation in the Fabric Exchange Program

5.1. Accuracy of available fabric information

To ensure that the Fabric Exchange program works without friction it necessary that designers provide accurate information about their available fabrics, including but not limited to:

- Up-to-date and correct about available units of fabrics and materials;
- Accurate description of the fabrics and materials, including but not limited to type, quality, patterns and colors;
- Correct prices;

You as designer commit yourself to fulfill the before mentioned criteria. A repetitive failure to comply with this rule may be considered as an abuse of the TheTailorNetwork (7.1. Abusing TheTailorNetwork).

5.2. Timely and accurate provision of fabrics and materials to fellow designer

When participating in the Fabric Exchange program designer commit themselves to timely and accurately provide the required fabrics and materials to their fellow designers. This includes, but is not limited to:

- Timely response to fabric exchange orders:
Unless the designer has informed TheTailorNetwork his absence, it is his / her duty to timely respond to fabric exchange orders. The target reaction time is within one (1) working day after the fabric exchange order is issued.
- Active information about absence
In case designers are not able to handle orders for a period of more than one day or over the weekend, they should provide a information about their absence (starting date and end date) so that TheTailorNetwork can inform customers during the order process about expected delays.
- Accurate sending of ordered fabrics and materials
Designers are requested to send the right quantity of fabrics and materials as ordered in the exact quality as described in the fabric information.
- Timely confirmation of receipt and quality
Receiving designers or selected service providers are requested to check and confirm within one (1) working day upon receiving the ordered fabrics and materials the completeness and quality of the ordered fabrics and materials in order for TheTailorNetwork to timely reimburse the sending designer.

Payments for fabrics and materials exchanged between designers are guaranteed and will be made by TheTailorNetwork upon confirmation of receipt by the receiving designer or the chosen service provider.

A repetitive failure to comply with your responsibilities as sending or receiving designer may be considered as an abuse of the TheTailorNetwork (7.1. Abusing TheTailorNetwork) and will lead to an exclusion from the Fabric Exchange program.

§ 6 Responsibility of the tailor

6.1. Appropriateness of listed skills and accuracy of order fulfillment

TheTailorNetwork.com has a clear claim to provide its customers with a high quality or tailoring work. You as tailor commit yourself to:

- list only fabric and garment skills that you actually possess and for which you have the appropriate equipment;
- ensure that all tailoring work is executed to the highest level of accuracy and diligence.

6.2. Timely execution of customer order

As part of this agreement tailors commit themselves to timely deliver orders received through TheTailorNetwork. The target delivery time after receiving the cutting pattern and complete fabrics and materials is within five (5) working days after receiving all materials.

Active information about issues

In case any issues occur which will prevent the delivery latest at the targeted delivery date provided with the order, the tailor has to inform TTN as soon as he/she becomes aware of these issues so that TheTailorNetwork can attempt to remedy the situation or inform the customer about expected delays.

A repetitive failure to comply with these rules may be considered as an abuse of the TheTailorNetwork (7.1. Abusing TheTailorNetwork).

In case the non-compliance is reported either through the community on the platform or by a paying customer, the tailor is responsible to provide evidence that the clothes have been produced to the highest quality standard.

§ 7 Using and abusing TheTailorNetwork sites and services

You may not use our sites and services if you are under the age of 18 or if you are not able to form legally binding contracts, or if your TheTailorNetwork membership has been suspended.

While using TheTailorNetwork, you will not:

- post, list or upload content or items in an inappropriate category or area on our sites;
- breach any laws, sell any counterfeit items or otherwise infringe the copyright, trade mark or other rights of third parties;
- breach our policies;
- fail to deliver payment for items purchased by you, unless you have a valid claim under the TheTailorNetwork buyer protection;
- fail to deliver items purchased from you, unless you are not provided with evidence of the buyer's payment reservation. All sellers are advised to retain proof of delivery;
- circumvent or manipulate our fee structure, the billing process, or fees owed to TheTailorNetwork;
- post false, inaccurate, misleading, defamatory, or libelous content (including personal information);
- take any action that may undermine the feedback or rating systems (such as displaying, importing or exporting feedback information to non-TheTailorNetwork sites or using it for purposes unrelated to TheTailorNetwork);
- transfer your TheTailorNetwork account (including feedback) and user ID to another party without our consent;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm TheTailorNetwork, or the interests or property of TheTailorNetwork users;
- copy, modify, or distribute rights or content from our sites, services or tools or TheTailorNetwork's copyrights and trademarks; or
- harvest or otherwise collect information about users, including email addresses, without their consent.

If you are registering with TheTailorNetwork as a business entity, you have to represent that you have the authority to legally bind that entity. If you are trading as a business on TheTailorNetwork, you must comply with all applicable laws relating to online trading.

We reserve the right to limit your activities on our sites (including, without limitation, restricting the number of items you may list on our sites), if we think that such restrictions will improve the security of the TheTailorNetwork community or reduce our or another TheTailorNetwork user's exposure to financial or other liabilities.

We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time or to modify or discontinue TheTailorNetwork sites. You agree not to hold TheTailorNetwork responsible for any loss you may incur as a result of TheTailorNetwork taking this action.

7.1 Abusing TheTailorNetwork

TheTailorNetwork and the TheTailorNetwork community work together to keep our sites and services working properly and the community safe. Please report problems, offensive content and policy breaches to us.

We do our best to ensure that listed items do not infringe upon the copyright, trademark or other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify us and we will investigate to the best of our abilities.

Without limiting other remedies, we may issue you with warnings, limit, suspend, or terminate our service and user accounts, restrict or prohibit access to, and your activities on, our sites (including, without limitation, cancelling pending orders and removing listings), delay or remove hosted content, remove any special status associated with the account, reduce or eliminate any discounts, and take technical and legal steps to keep you off our sites if:

- we think that you are creating problems (including, without limitation, by harassing TheTailorNetwork staff or other users or by making unreasonable legal threats against TheTailorNetwork), or exposing us or another TheTailorNetwork user to financial loss or legal liabilities;
- we think that you are infringing the rights of third parties (including, without limitation, intellectual property rights of third parties);
- we think that you are acting inconsistently with the letter or spirit of this agreement or our policies (including, without limitation, conducting off-TheTailorNetwork transactions, feedback manipulation, circumventing temporary or permanent suspensions or users who we believe are harassing our employees or other users);
- despite our reasonable endeavors, we are unable to verify or authenticate any information you provide to us;
- you receive more than 3 warnings for failure to comply with your designer or tailor responsibilities (§ 4 Responsibilities of the designer and § 5 Responsibilities of the tailor).

You agree not to hold TheTailorNetwork responsible for any loss you may incur as a result of TheTailorNetwork taking any of the actions described above.

7.2 Compensation in case of breach of this agreement

You agree that you will only use our sites and services in accordance with this agreement. You will compensate us in full (and our officers, directors, agents, subsidiaries, joint ventures and employees) for any losses or costs, including reasonable legal fees, we incur arising out of any breach by you of this agreement or your violation of any law or the rights of a third party.

7.3 No spam or inappropriate content

You may not use our communication tools or any addresses you have been provided with in order to conduct the orderly business of TheTailorNetwork marketplace, to send spam or otherwise send content that would breach our user agreement. We may automatically scan and manually filter email or other messages before they are sent via our communication tools for spam, viruses, phishing attacks and other malicious activity or illegal or prohibited content, but we do not permanently store such messages.

To report spam or inappropriate content from other TheTailorNetwork users, please contact TheTailorNetwork user support (support@TheTailorNetwork.com.)

§ 8 Provider rights and rights ownership

8.1 Use of material published on www.TheTailorNetwork.com and related social media

TheTailorNetwork is allowed to use all material published by you on the above named platforms or any related social media for the promotion of the platform as well as the promotion of our designers.

In order to protect the content posted from unauthorized distribution we are allowed to mark all media with our watermark or similar signature.

§ 9 Duration and termination of the contract

9.1 Duration of the contract

The contract is valid for one year (contract year = 365 days) and will be automatically prolonged by one year unless one party cancels the contract before the end of the contract year.

9.2 Termination due to non-compliance

In order to provide all members with an adequate service, TheTailorNetwork reserves the right to terminate the contract of designers and tailors who have received three or more “non-compliance notices” for not complying with the obligations outlined in this contract within less than 12 month or if the incidents causing the three “non-compliance notices” form more than 25% of sales incidents for this designer or tailor in the period between the first and third notice.

9.3 Cancellation due to breach of contract

In case one of the parties fails to fulfill its obligation under this contract, the other party has the right to cancel the contract with immediate effect before the end of the contract year.

§ 10 General Provisions

If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.

In our sole discretion, we may transfer our rights and obligations under this agreement after notification (but without your prior express consent), provided that we assign the agreement on the same terms or terms that are no less advantageous to you.

Section headings are for reference purposes only and do not limit the scope or extent of such section.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this agreement.

We may amend this agreement at any time by email, by posting the amended terms on this site, or by any other method used to communicate with you in writing for which we can safely assume your access to our message. Except as stated elsewhere, all amended terms shall automatically be effective 30 days after they are initially posted.

The agreement, and the policies which form an integral part of this agreement, is the entire agreement between the parties.

The following sections survive any termination of this agreement: fees and services (with respect to fees owed for our services), provider rights, liability, compensation and legal disputes.

The agreement falls under Hungarian legislation. In case of legal disputes the responsible court is the court responsible for the company's registered office.

If you have any questions about this user agreement, please refer to the frequently asked questions about the user agreement. If that document does not answer your questions, please contact us under: support@TheTailorNetwork.com.

End of TheTailorNetwork user agreement

Version 1

Valid from July 1, 2018