

CLO ACADEMY ONLINE TERMS & CONDITIONS

Acceptance of these Terms:

Before you enroll for a CLO Academy Online course(s) (the “Online Course”), or otherwise engage with an Online Course, please carefully read these CLO Academy Online Terms & Conditions (“Terms”). These Terms govern your use of CLO Virtual Fashion, LLC’s (“CLO,” “we,” “us, “our”) Online Courses and your Course Enrollment. If you don’t agree to these Terms, please do not enroll in an Online Course. By proceeding to engage with an Online Course, you agree to be bound by these Terms, as well as CLO’s Terms of Use which can be found here: <https://legal.clo-set.com/general>.

Enrolling for the Online Course:

a. By paying the Fees or otherwise accessing an Online Course (“Course Enrollment”) you represent and warrant that:

- i. you have the legal capacity and are of sufficient age to enter into a binding contract with us (or someone of sufficient age and capacity is contracting on your behalf); and
- ii. you are authorized to use the debit or credit card you provide for your Course Enrollment.

b. Enrolling in an Online Course constitutes your acceptance to enter into a contract with us under these Terms, where we will provide you with the Online Course you have ordered in exchange for your payment of the total Fees listed upon checkout.

c. These Terms are not agreed between you and us until we have approved your payment of the Fees and you receive an email from us confirming that your Course Enrollment has been accepted.

Limited License to Use Online Course:

Your access to an Online Course will be valid from the date of your Course Enrollment and up to the point in time when you complete the Online Course; you will not have access after you complete the Online Course (“Course Term”).

You are granted a revocable limited, non-exclusive, non-transferable, non-sublicensable license to use the Online Course for your own personal, non-commercial purposes during the Course Term. We may revoke your license, at our sole discretion, if we suspect, for any reason, that you are misusing the license. For example, we may revoke your license if (without limitation) you:

- i. distribute the Online Course to other people for commercial or non-commercial purposes or share your login details with other people for the purpose of sharing the Online Course;
- ii. make commercial or non-commercial use of or infringing our intellectual property rights in the Online Courses; or
- iii. do not comply with these Terms.

In the event your license is revoked, your access to the Online Course will be immediately terminated and you will not be entitled to a refund of the Fees.

Payment:

a. All Fees are:

- i. as displayed and accepted by you at the time of checkout (“Fees”);
- ii. in US Dollars; and
- iii. subject to change without notice prior to your Course Enrollment.

b. Payment Obligations. You must pay the Fees in full before the start of your Course Enrollment.

c. Card Surcharges. We reserve the right to charge credit card surcharges in the event that payment of the Fees is made using a credit, debit or charge card (including Visa, MasterCard or American Express).

d. Online Payment Partner. We may use third-party payment providers (“Payment Providers”) to collect payment of the Fees for Online Courses. The processing of payments by the Payment Provider will be, in addition to these Terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct any errors or mistakes in collecting your Fees.

Term, Termination & Suspension:

We may terminate your Online Enrollment at any time for any reason, with or without cause. We specifically reserve the right to terminate your Online Enrollment if you violate any of the Terms outlined herein, including, but not limited to, violating our or a third party’s intellectual property rights, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. You may also terminate your Online Enrollment at any time by contacting us and requesting termination. At the termination of your Online Enrollment, any terms that would be expected to survive termination by their nature, such as the intellectual property and liability terms, shall remain in full force and effect.

Please be advised that terminating your Online Enrollment does not entitle you to a refund on any monies spent with us.

Upon termination of your Online Enrollment:

- a. your license will be revoked and you will no longer have access to Online Courses; and
- b. any Fees paid are non-refundable.

Your Obligations:

As an Online Course student, you will be asked to register with us. When you do so, you will choose a user identifier, which may be your email address or another term, as well as a password. You may also provide personal information, including, but not limited to, your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable you to participate in Online Courses. You must not share such identifying information with any

third party, and if you discover that your identifying information has been compromised, you agree to notify us immediately in writing. Email notification will suffice. You are responsible for maintaining the safety and security of your identifying information as well as keeping us apprised of any changes in your identifying information.

The billing information you provide us, including credit card, billing address and other payment information, is subject to the same confidentiality and accuracy requirements as the rest of your identifying information. Providing false or inaccurate information, or using the Online Course to further fraud or unlawful activity is grounds for immediate termination of your Online Enrollment.

Acceptable Use:

You agree not to use the Online Course for any unlawful purpose or any purpose prohibited under these Terms. You agree not to use the Online Course in any way that could damage the Online Course, our website, our services, or our general business. You further agree not to use the Online Course to:

- Harass, abuse, or threaten others or otherwise violate any person's legal rights;
- Violate any of our or a third party's intellectual property rights;
- Upload or otherwise disseminate any computer viruses or other software that may damage our property or the property of another;
- Perpetuate any fraud;
- Engage in or create any unlawful gambling, sweepstakes, or pyramid schemes;
- Publish or distribute any obscene or defamatory material;
- Publish or distribute any material that incites violence, hate, discrimination towards any group; or
- Unlawfully gather information about others.

Content You Post in the Online Course:

Through your participation in the Online Course, you may be permitted to post materials to the Online Course pages ("User Contributions"). You hereby grant us a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit, and make derivative works of User Contributions you post. We claim no further proprietary rights in your User Contributions.

You also hereby agree to comply with the "Acceptable Use" provisions of these Terms for all User Contributions that you post, including and especially to not violate the intellectual property rights of CLO or any third party through your User Contributions.

If you feel that any of your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of our users, please contact us and let us know.

Publishing Online Course Content:

You may publish, including posting online or on social media, general information about what you have learnt from an Online Course, provided such information is general in nature and does not cover any of the actual content or information covered in an Online Course.

We ask that you please provide accreditation to us by reference or hashtag if you make such a publication. We reserve the right to require you to remove any such publications or remove any accreditation to us.

Electronic Communications:

When you use the Online Course or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. You agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications be in writing.

Intellectual Property:

The Online Course, and its content, features, and functionality are owned by CLO, its licensors, or other providers of such material and is protected by copyright and other laws and international treaty provisions. Except for the licenses explicitly granted in these Terms, these Terms do not grant you any rights to patents, copyrights, trade secrets, trademarks, source code, or any other right, title or interest in the Online Course (including but not limited to digital assets, content, art work, slides in the Online Course) and our intellectual property, ownership of which is retained by CLO and its affiliates, as applicable.

Reverse Engineering & Security:

You agree not to undertake any of the following actions:

Copy, reverse engineer, or attempt to reverse engineer or disassemble any content, code or software from or on the Online Course; or

Violate the security of the Online Course through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

Disclaimer & No Warranties:

a. While our Online Courses have been prepared with every effort to help you develop the relevant CLO software skills, any information provided as part of an Online Course is general in nature.

b. Our Online Courses do not take into account your personal circumstances. Many factors will be important in determining whether you achieve any actual results in relation to your skill development and there is no guarantee that you will be able to achieve any specific results within any timeframe, or at all.

c. The Online Courses are provided for information purposes only. You acknowledge and agree that any information posted in the Online Course, or on our website is not intended to be legal advice, or financial advice, and no fiduciary relationship has been created between you and us. You further agree that your participation in the Online Course is at your own risk. We do not assume responsibility or liability for any advice or other information in the Online Course, or on our Website.

d. NEITHER CLO, ITS AFFILIATES, LICENSORS AND THIRD PARTY PROVIDERS, NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "CLO PARTIES"), MAKE ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THAT THE ONLINE COURSE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF OUR ONLINE COURSE, OR AS TO THE ACCURACY, RELIABILITY, QUALITY OR CONTENT OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED ON OR THROUGH OUR SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE ONLINE COURSE IS AT YOUR SOLE RISK.

e. THE ONLINE COURSE AND ANY CONTENT APPEARING ON THE ONLINE COURSE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CLO MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS OF ANY KIND, EITHER EXPRESS OR IMPLIED, ABOUT THE ONLINE COURSE. CLO DISCLAIMS ANY WARRANTIES OF TITLE OR IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS OF NON-INFRINGEMENT, MERCHANTABILITY, QUIET ENJOYMENT OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS.

Limited Liability

a. IN NO EVENT WILL ANY OF THE CLO PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY EVEN IF CLO WAS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. IN THE EVENT ANY CLAIM RELATING TO THE PERFORMANCE OR NONPERFORMANCE BY CLO PURSUANT TO THESE TERMS, OR IN ANY OTHER WAY CONCERNING THE ONLINE COURSE IS MADE BY YOU, THE ACTUAL DAMAGES TO WHICH YOU MAY BE ENTITLED SHALL BE LIMITED TO THE FEES, IF ANY, PAID BY YOU FOR USE OF THE ONLINE COURSE IN THE 180 DAY PERIOD PRECEDING YOUR CLAIM AND IF YOU HAVE NOT PAID ANY AMOUNTS DURING THAT TIME PERIOD, YOU ACKNOWLEDGE THAT YOUR SOLE REMEDY SHALL BE TO CEASE USING THE ONLINE COURSE.

c. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF STATUTORY OR IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. IN SUCH JURISDICTIONS THE LIMITATIONS AND EXCLUSIONS SET FORTH HEREIN MAY NOT APPLY TO YOU. CONSEQUENTLY, IN SUCH JURISDICTIONS, THE LIABILITY OF THE CLO PARTIES IS LIMITED TO THE EXTENT PERMITTED BY LAW, THEREBY MINIMIZING THE LIABILITY OF SUCH CLO PARTIES TO YOU TO THE LOWEST AMOUNT PERMITTED BY APPLICABLE LAW. THIS LIMITATION IS INDEPENDENT OF ANY OTHER LIMITATION SET FORTH IN THESE TERMS.

d. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

e. THE CLO PARTIES DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT, NOR FOR ANY OFFENSIVE, DEFAMATORY, OBSCENE OR ILLEGAL POSTING OR CONDUCT, ON OUR SITE, INCLUDING, WITHOUT LIMITATION, BY ANYONE OTHER THAN AUTHORIZED CLO EMPLOYEES WHILE ACTING IN THEIR OFFICIAL CAPACITIES.

Collection Notice and Privacy

a. We may collect personal information about you through providing you with our Online Course, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy, accessible here: <https://legal.clo-set.com/privacy>.

b. Our Privacy Policy contains more information about how we use, disclose and store your information and details how you can access and correct your personal information.

c. By agreeing to these Terms, you agree to be bound by the clauses outlined in our Privacy Policy.

Data Loss:

We do not assume or accept responsibility for the security of your Online Course account or content. You agree that your participation in the Online Course or use of our website is at your own risk.

Indemnification:

You agree to indemnify and hold CLO Parties harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Online Course, your violation of these Terms and/or any breach of your representations and warranties set forth above and/or if content you post causes us to be liable to another.

Third Party Services, Content, Terms, and Websites:

a. The Online Courses may be powered by goods or services provided by third parties (including third party platforms) and therefore may be subject to the terms and conditions of those third parties. Your use of any Online Course is subject to any applicable third-party terms and conditions and you agree to familiarize yourself with all applicable third-party terms and conditions.

b. To the maximum extent permitted under applicable law and our agreements with any applicable third parties, we will not be liable for any acts or omissions of those third parties, including in relation to any fault or error of any Online Course or any issues experienced in your Course Enrollment.

- c. The Online Courses may contain text, images, data and other content provided by a third party and displayed in the information provided through the Online Courses (“Third Party Content”).
- d. We accept no responsibility for Third Party Content and make no representation, warranty or guarantee about the quality, suitability, accuracy, reliability, currency or completeness of Third Party Content.
- e. The Online Courses may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.
- f. Inclusion of any linked website on any Online Course does not imply our approval or endorsement of the linked website.

Service Interruptions:

We may need to interrupt your access to Online Courses to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Online Courses and/or our website may be affected by unanticipated or unscheduled downtime, for any reason, but that we shall have no liability for any damage or loss caused as a result of such downtime.

Changes to Terms:

We may, from time to time and at any time without notice to you, modify these Terms. You agree that we have the right to modify these Terms or revise or edit anything contained herein. You further agree that all modifications to these Terms are in full force and effect immediately upon posting on our website and/or the Online Course and that modifications or variations will replace any prior version of these Terms, unless prior versions are specifically referred to or incorporated into the latest modification or variation of these Terms.

If you do not agree to the revised Terms, you must stop using the Online Course. Your continued use of the Online Course following any revision to these Terms signifies your assent to and acceptance of the revised Terms.

Changes to Online Course Content:

You agree that we retain the unfettered right to modify any aspect of the Online Course at any time without notice. You acknowledge that we have been, are, and will be constantly making changes to the Online Course. These changes include modifications to features, functions or abilities of any element of the Online Course.

Severability:

The provisions of these Terms are intended to be severable. If for any reason any provision of these Terms shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Equitable Remedies:

You acknowledge that the rights granted and obligations made under these Terms to CLO are of a unique and irreplaceable nature, the loss of which shall irreparably harm CLO and which cannot be replaced by monetary damages alone. Accordingly, CLO shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.

You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Online Course, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Online Course or any content or other material used or displayed through the Online Course and agree to limit your claims to monetary damages (but only to the extent permissible under these Terms).

Disputes:

In the event of any dispute, controversy, claim, question or disagreement (a “Claim”) arising out of or related to this Agreement or the breach thereof, any issue that arises under this Agreement, prior to taking any other dispute resolution measure, the parties agree to attempt to resolve the dispute amicably and informally to help get the parties to a resolution and control costs for both parties. The parties agree to make a good-faith effort to negotiate any dispute between the parties for at least thirty (30) calendar days (“Informal Resolution”). If the parties fail to resolve such Claim amicably, any Claim arising out of or related to this Agreement shall be subject to the exclusive governing law, jurisdiction and venue of the state of New York County, New York and the federal courts located in the Southern District of New York, without recourse to the principles of conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement. Notwithstanding the foregoing, nothing in the foregoing will prevent CLO from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur.

Assignment:

You may not transfer or assign any of the rights or licenses granted to you hereunder without our prior written consent therefore. However, we may transfer or assign all or a part of our rights or responsibilities under the Terms to any person or entity without your consent.

Enforceability, Entire Agreement & Non-Waiver:

These Terms are deemed accepted upon any use of the Online Course. These Terms and any additional terms referenced herein constitute the entire agreement between you and CLO regarding the use of the Online Course.

Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect.

Force Majeure:

We are not liable for any loss, damage, or penalty resulting from changes or problems out of our control, for example changes or problems caused by like natural disasters, war, terrorism, riots,

embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

Notices:

We may notify you by posting(s) made within the Online Course, sending you an e-mail or using other ways of communicating with you based on the contact information you provide to us. Any notice to CLO required according to these Terms must be in writing, sent by both email and by mail, and addressed to legal@clo3d.com and CLO Virtual Fashion, Attn: Legal Department, 285 Fulton St. 58th Fl. STE T, New York, NY 10007, unless we have provided a more specific method of notifying us.