

### TERMS AND CONDITIONS https://ystylefashion.com/

#### I. INTRODUCTION

These Terms and Conditions ("Terms") govern your access to and use of the Y Style Website ("Website"). Please read these Terms carefully.

By accessing or using our Website, you agree to enter into a legally binding contract with us and agree to comply with these Terms. Your access to and use of the Website is conditioned upon your acceptance of and compliance with these Terms; otherwise, you do not have the right to use the Website.

If you do not agree to these Terms, do not access or otherwise use our Website or immediately cease the use of our Website. Your use of the Website in any way means that you agree to all of these Terms, which will remain in effect while you use the Website. If you wish to terminate this contract, you may do so at any time by ceasing to access or use our Website.

Please note that these Terms include the provisions of this document, as well as those of the Privacy Policy and Cookies Policy, which are considered an integral part of these Terms. Accordingly, your acceptance of the Privacy Policy and the Cookie Policy will also condition your access to and use of the Website.

#### <u>These Terms and conditions do not apply to the Y Style App and Services,</u> <u>for which the terms and conditions provided within the Y Style App shall</u> <u>apply.</u>

#### II. ABOUT US

**Style Thread SRL-D**, headquartered in Bucharest, Sector 3, Cpt. Nicolae Licaret Street, no. 6, building block PM 43, building entrance no. 3, 7th floor, apartment 145, registered with the Bucharest Trade Register under no. J2022005676408, tax registration number 45860480 (hereinafter referred to as "*We*", *"Us*" and *"Y Style*") is the owner of the Website.



You can contact us anytime by e-mail at <a href="mailto:support@ystylefashion.com">support@ystylefashion.com</a>.

#### **III. DEFINITIONS**

# Website The website accessible at <u>https://ystylefashion.com/</u>, its subdomains and/or affiliated websites belonging to Y Style.

The Website also includes all the pages associated with the Y Style brand on social or professional networks, respectively:

Linkedin	Facebook	Instagram
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User Any individual who accesses and uses the Website, including accessing and/or using the Content, resources, materials, and any other information available on the Website or provided through our social media or professional platforms, and/or any other means (e.g. by email), if applicable.

The User must be at least 16 years old at the time of accessing and using the Website. The Website is not intended for minors under the age of 16 under any circumstances.

- Use of the Any action taken by the User on the Website, including but not limited to: accessing the Website, viewing, downloading, and/or using the Content and resources available on the Website, regardless of their format (text, articles, written materials, videos, audio, etc.), contacting or submitting a form or a request to Y Style, and subscribing to the waiting list.
- **Content** All materials, data, resources, information and visual identity elements available on or through the Website, including but not limited to text, articles, images, photographs, graphics, illustrations, logos, trademarks, names, symbols, videos, audio recordings, downloadable



files, software, scripts, source code, object code, web design, design and models, interactive features, button icons, databases, specifications, services description, offers, pricing, brochures, guides, reviews, testimonials, advertising and promotional materials and information, and any other data, information and materials, whether created by the Operator or provided by third parties. Content also includes materials shared via email, newsletters, social media pages or professional networks, and other communication channels managed by Y Style.

- **Y Style App** The Y Style mobile application developed and managed by Y Style that can be downloaded from the Website and/or Google Play or App Store, if such options are made available by Y Style.
- ServicesAll services provided through the Y Style App, such as<br/>free or paid access to Y Style App, Y Style AR Service etc.

#### IV. CONCLUSION OF THE CONTRACT

**4.1.** This document outlines the conditions for accessing and using the Website and the Content, as well as your rights and obligations in connection with such actions. These Terms and Conditions apply to all Users.

**4.2.** This document constitutes a contract between us (User and Y Style) validly concluded at a distance, solely by means of remote communication, without the simultaneous physical presence of the parties and without requiring the parties' signatures (whether handwritten or electronic). To avoid any doubt, the parties agree that a signature is not required for the Contract to be valid under any circumstances. The Contract shall be deemed to have been entered into force between the parties, as applicable, at the time a User accesses and uses the Website and/or the Content. The contract is governed by Romanian law.

**4.3.** We recommend to read these Terms and Conditions carefully. Accessing and using the Website and/or the Content constitutes reading and understanding the Terms and implies your implicit and unconditional



acceptance of the Terms and Conditions. By accepting these Terms, you agree to comply with all the clauses in this document and are responsible for any violation thereof.

**4.4.** We reserve the right to amend these Terms, our Privacy Policy and our Cookie Policy from time to time. If required by applicable law or we make material changes to these Terms, we will provide you notice through our Website or by other appropriate means, to provide you the opportunity to review the changes before they become effective. If you object to any of these changes, you may cease using the Website. Your continued use of our Website and/or Content after we publish or send a notice about our changes to these Terms constitutes your acceptance and agreement to be bound by the updated Terms as of their effective date.

#### V. ACCESS AND USE OF THE WEBSITE

**5.1.** Access to the Website and Content is free and open to any User, without requiring registration and/or payment for simple access. Access to the Website is granted exclusively to eligible Users and only under the conditions outlined in this document.

**5.2.** The Website is provided solely to present general information about the Y Style App and Services that Users can access by downloading the app and creating a User account.

**5.3.** The User understands and agrees that all Content and information, offers, specifications, and descriptions regarding the Y Style App and Services promoted on the Website are for presentation purposes only and may differ when the Users access the Y Style App and/or purchase our Services. Y Style is not obligated to provide real-time updates or to ensure that the Content and/or information, offers, descriptions, specifications, or images on the Website accurately reflect the experience within the Y Style App.

**5.4.** Y Style accepts no responsibility for any loss or damage that may result from accessing or relying on the Content on the Website and disclaims, to the fullest extent permitted by applicable law, any and all liability with respect to acts or omissions made by Users based on the Content.



**5.5.** The Website may contain links to third-party websites, applications, platforms, or digital tools (collectively referred to as "platforms") that are not owned, operated, or controlled by Y Style. The provisions of this document do not apply to such third-party platforms, and Y Style is not responsible for their content or any matters related to them. We have no control over the content, terms and conditions, privacy policies, or practices of any third-party platforms and assume no liability in connection with them. Therefore, we strongly encourage you to carefully review the Terms of Use, Privacy Policy, and any other relevant policies published by the respective operators before accessing such third-party platforms. Also, Y Style is not responsible for the content available on the third-party platforms; such links do not imply Y Style's endorsement of information or material on any third-party platforms and Y Style disclaims all liability concerning your access to and use of such linked third-party platforms.

You must not link to Y Style's Website without a written agreement between you and Y Style authorizing you to do so.

#### 5.6. Permitted uses

**5.6.1.** The Website and Content shall be used by the Users only in accordance with their intended purpose, the provisions of this document, and any other applicable documents, in a manner that does not disrupt in any way the normal functioning of the Website. Users are responsible for any damages incurred by us as a result of their failure to comply with the obligations outlined in this document, legal requirements, and/or any access and usage instructions provided by us through any means.

**5.6.2.** You agree not to access the Website by any means other than through a standard web browser on a computer or mobile device. You further agree that you will not damage, disable, overburden, or impair the Website or interfere with any other party's use of it.

**5.6.3.** When accessing or using the Website and/or Content, the User is not entitled to, and shall not permit others to carry any of the following:



**5.6.3.1.** Conduct any form of data scraping, crawling, or similar actions to collect data from the Website, as well as access the Website using automated means such as bots, scripts, crawlers, or spiders for purposes including but not limited to copying, extracting, monitoring, indexing, or analysing data or the structure of the Website and/or our Content;

**5.6.3.2.** Copy, reproduce, distribute, modify, adapt, translate, or create derivative works from the Website and/or Content;

**5.6.3.3.** Assign, sublicense, rent, lease, transfer, disclose, or make the Website and/or Content available to third parties;

**5.6.3.4.** Combine or integrate the Website and/or Content with any other software, application, product, or service;

**5.6.3.5.** Reverse engineer, decompile, disassemble, or attempt to derive the underlying algorithms of the Website;

**5.6.3.6.** Bypass, disable, or circumvent any security measures associated with the Website without Y Style's prior written authorisation;

**5.6.3.7.** Use the Website and/or Content in any manner requiring it or any derivative to be licensed under Open Source terms;

**5.6.3.8.** Perform actions such as retrieving, copying, imitating, implementing, modifying, and/or distributing, in whole or in part, the Website and/or Content;

**5.6.3.9.** Selling, sublicensing, distributing, commercialising, or using the Website and/or Content for purposes other than those explicitly stated in these Terms or engaging in similar acts;

**5.6.3.10.** Retrieving, disclosing, communicating, commercialising, providing, distributing, transforming, replicating, imitating, recreating, implementing, revealing, creating derivative works from, or reproducing, in whole or in part, the source code and object code of the Website and/or Content;

**5.6.3.11.** Use the Website and/or Content for purposes that violate these Terms or lack our authorisation;

**5.6.3.12.** Incorporate within the Website and/or Content any changes, alterations, adjustments, elements, components, features, or updates without our prior written authorisation;

**5.6.3.13.** Modify, correct, adapt, decompile, decrypt, disassemble, apply reverse engineering techniques, or attempt to reconstruct or discover any source code, object code, underlying ideas, algorithms, file formats, databases, programming interfaces, graphical interfaces, interoperability, or any other files contained in or generated through the access and use of the Website, or



otherwise reducing the Website, software, source code, object code, or any related elements into a form that is easily accessible and readable;

**5.6.3.14.** Circumvent or provide methods to circumvent the technological protection measures associated with the Website and/or Content, including but not limited to, accessing and using such materials without obtaining a usage license from Y Style;

**5.6.3.15.** Access or use the Website and/or Content for abusive, illicit, illegal, immoral, fraudulent, harmful purposes, or in any manner that may cause damage to Y Style and/or any other party (regardless of whether actual harm occurs), including actions that may impair or destroy the performance, availability, or accessibility of the Website and/or Content;

**5.6.3.16.** Use the Website and/or Content in connection with illegal, immoral, fraudulent, or harmful activities, or for the purpose of copying, storing, hosting, transmitting, using, publishing, or distributing any materials containing or associated with spyware, computer viruses, or any other malicious software;

**5.6.3.17.** Engage, directly or indirectly, in systematic or automated data collection activities concerning or connected to the Website and/or Content, or the use of personal data in an illegal, immoral, unlawful, or unsolicited manner;

**5.6.3.18.** Unauthorised disruption of the IT system by introducing false data, transmitting, altering, deleting, or damaging computer data, or restricting access to such data;

**5.6.3.19.** Use the Website and/or Content in a manner prohibited by applicable laws.

**5.6.4.** Also, in the context of accessing and using the Website and/or Content, you are prohibited from engaging in any of the following actions:

**5.6.4.1.** Using or allowing the use of the Website and/or Content for comparative evaluation or other competitive analyses intended for publication without our prior written consent;

**5.6.4.2.** Using or allowing the use of the Website and/or Content, including any intellectual property rights protected under applicable laws and integrated into or accessible through them, to develop or enhance technologies, algorithms, platforms, programs, products, or services that compete with ours, or to copy features, user experience, or interface designs;



**5.6.4.3.** Using or allowing the use of the Website and/or Content, including any intellectual property rights protected under applicable laws and integrated into or accessible through them, to develop or improve any software, code, or derivative works of any software without our prior written consent;

**5.6.4.4.** Using or allowing the use of the Website and/or Content, including any intellectual property rights protected under applicable laws and integrated into or accessible through them, as a direct competitor of Y Style, or for monitoring availability, performance, capabilities, user experience, functionalities, or any other evaluation purposes;

**5.6.4.5.** Reproducing the design of the Website in any manner intended to mislead Users;

**5.6.4.6.** Using the Website to gain unauthorised access to personal data or to obtain components for resale;

**5.6.4.7.** Undertaking any action aimed at accessing various sections or subsections of the Website through illegal methods.

**5.7.** We reserve the right to refuse, suspend, restrict, block, revoke, or cancel access to the Website and/or Content, as well as to decline to respond to requests or communications from you in the following situations, including but not limited to:

**5.7.1.** Y Style has reasonable suspicions regarding the User's identity and/or compliance with eligibility criteria, particularly the minimum age requirement;

**5.7.2.** Y Style has reasonable suspicions that access to and use of the Website and/or Content, or any of the actions mentioned in this document, are or will be carried out for illegal or unethical purposes, or in violation of the Terms and Conditions, legal provisions, or the purpose and objectives for which the Website is made available;

**5.7.3.** The User's conduct interferes with the proper functioning of the Website;

**5.7.4.** The User violates (or is suspected of violating) intellectual property rights and/or the security or confidentiality of information belonging to Y Style and/or other Users;

**5.7.5.** The User provides false, incorrect, or incomplete data and/or submits false, unethical, illegal, or fraudulent requests or communications;



**5.7.6.** The User breaches the Terms and Conditions or any other referenced documents;

**5.7.7.** In any other situation provided in this document or whenever Y Style freely determines that any of the above measures are necessary to protect or defend its rights and interests, those of other Users, or those of third parties.

**5.8.** If the situations described in Article 5.7 constitute a violation of the law, of these Terms and Conditions, and/or have caused damages to Y Style and/or other Users, we reserve the right to report the responsible person to the competent authorities for appropriate sanctions. Additionally, we reserve the right to pursue all legal procedures necessary to obtain full compensation for any damages incurred, whether present or future, including lost profits and legal expenses. Our failure, omission, or delay in refusing, suspending, restricting, interrupting, revoking, limiting or cancelling a User's access to the Website and/or Content does not imply an implicit right for the User to continue using the Website and/or Content. It also does not waive the User's obligation to cease immediately access and use of the Website, nor does it waive our right to take any necessary measures and seek compensation for damages caused by the User, if applicable.

**5.9.** Any User may report to us by email if they believe that an individual is in breach of these Terms. We will check such reports as soon as possible and will take any steps that it may deem appropriate, reserving the right to remove and/or suspend any User from the Website for breach of these Terms.

#### VI. INFORMATION PROVIDED BY THE USER THROUGH THE WEBSITE

**6.1.** Completing the registration form as a Beta Tester or sending an email to our contact address (for any questions or concerns regarding the Website, the Y Style App, or our Services, for exercising your rights related to the use of the Website and/or the protection of personal data, or for any other information we can assist you with) will be considered and will represent your interest in being contacted and discussing with a member of our team and your consent to receive communications from us in an electronic form via the email address you have submitted. If you do not wish for your data to be collected, please do not provide it to us.



**6.2.** In this document, a Beta Tester is a person who has been granted access by Y Style to the Beta version of the Y Style App and/or Services (meaning the pre-release version of the Y Style App or specific features or services made available for testing and feedback purposes) to identify and report errors, defects, or issues related to functionalities, functions, performance, or user experience, in order to improve the quality of the App and the user experience.

The Tester must meet the eligibility criteria established by Y Style and is subject to Y Style's prior approval. Therefore, after completing and submitting the Beta Tester registration form, Y Style will assess whether you meet the necessary criteria and, if selected, will contact you to establish the conditions under which you can test the Beta Version of the Y Style App and Services. Simply submitting the completed form does not create any obligation on our part to respond, select you as a Beta Tester, and/or grant you full or partial access to our App or Services. Y Style has full discretion in deciding whether or not to select a person who submits the form.

A selected Beta Tester is bound by all obligations outlined in the Terms and conditions of the Y Style App, as well as any other document that may be concluded by any means between the Beta Tester and Y Style.

#### VII. INTELLECTUAL PROPERTY RIGHTS

**7.1.** Y Style is the sole and exclusive owner of the Website and Content and holds all exclusive rights to these (including but not limited to: software, technology, source code, object code, the architecture of the Website (functionalities, sequencing, data and document processing etc), codes and files that make up the Website, both compiled and uncompiled, editable components of the Website, including graphic elements, programs, operating systems, interface, web design, graphic and design elements, algorithms, protocols, procedures, techniques, and any other elements determined by the interaction of the code with the hardware and operating system, the Content as defined in this document, databases), including but not limited to copyrights, trademark rights, and other intellectual property rights. By exception, resources and materials of any kind made available to Users by any

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means, for which another intellectual property rights holder is indicated or the source of the material is specified, do not belong to Y Style.

**7.2.** You agree that you will not remove or modify any acknowledgements, credits or legal notices on the Website or the Content. You agree not to reproduce, duplicate, copy, create derivative works, distribute, publish, sell, resell or exploit for any commercial purpose, any portion of the Website or the Content other than as expressly authorized by Y Style in writing. You hereby acknowledge and agree that as between Y Style and the User, all rights, titles, and interests in and to the Website and the Content shall be owned exclusively by Y Style. Use of the Website or the Content in any way not expressly permitted by these Terms is prohibited.

**7.3.** All trademarks, brands, names, symbols, service marks, and logos displayed within the Website or included in the Content are the exclusive property of Y Style, whether registered or unregistered. Nothing in the Website, the Content, or any references within them shall be interpreted as granting the User any license or right to use these or their derivatives. Unauthorized use of any Y Style trademark, service mark, names, symbols or logo is prohibited and may be a violation of applicable trademark laws. You are not allowed to display, use, or apply for registration of trademarks, brand/trade names, domain names, symbols, or logos related to the above-mentioned terms in any way, and you shall not perform acts that expressly or implicitly indicate the right to display, use, or otherwise deal with these identifiers to others.

7.4. Y Style grants the User a personal, revocable, non-transferable, and non-exclusive license to access and use the Website and Content solely for the personal use of the User. This license is granted only to allow the User to access the Website and Content as made available by Y Style, subject to strict compliance with these Terms and Conditions.

**7.5.** For the content generated by you as a User, including but not limited to: interactions you have with us on the Website (including comments, reactions, posts, and messages on Y Style's pages on social and professional networks), correspondence and messages sent to and/or by Y Style, reviews, and testimonials, regardless of whether they were made on a public or private



channel, you grant Y Style an exclusive, unlimited license in terms of time and territory (covering all known territories) to use this content in any way we deem beneficial to the development of our business. This includes, but is not limited to, marketing, information, promotion, commercial purposes, development of new features, applications, products, services, etc. You agree to ensure that all the content generated by you is legal, decent and truthful, complies with all laws and regulations, does not infringe intellectual property rights or other rights of us or any third party, is not defamatory, unreliable or misleading or otherwise objectionable and is free of bugs, worms or viruses. You are and remain at all times solely responsible for the content generated by you. You agree not to publish or transfer any confidential information or personal data relating to a third party. We do not endorse any content generated by the user, nor do we guarantee its reliability. We are not liable for the content or behaviour of Users or third parties, even if we may review such content to ensure compliance with our policies.

7.6. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated by Υ Style, please contact us at support@ystylefashion.com, and provide us with all the information needed, such as but not limited to: (1) proof that you are the intellectual property owner or authorized on behalf of the intellectual property rights holder; (2) a description of the copyrighted work or other intellectual property that you claim has been infringed; (3) a description of where the Content that you claim is infringing is located on the Website (including URL). Y Style will review and address complaints in accordance with applicable laws and our internal policies.

#### VIII. WARRANTY DISCLAIMER. LIABILITY. INDEMNITY.

**8.1.** The Website (including the Content) is provided "as is," without warranties. We do not assume responsibility and cannot guarantee uninterrupted access, availability, or continuous Website functioning. We reserve the right, at our sole discretion, to terminate, modify, suspend, interrupt, limit, restrict, or block access to the Website at any time, either temporarily or permanently, without prior notice. We shall not be held liable for any such measures, nor for any



malfunction, error, interruption, suspension, blockage, or temporary or permanent unavailability of the Website.

**8.2.** We are not responsible for the absence of data backups, the creation or restoration of backups, or any loss, theft, corruption, deterioration, or destruction of data. Additionally, we are not liable for any potential errors in algorithms, associated keys, or other security measures, nor for any inaccuracies, incomplete generation, or errors in the collection, retrieval, automation, storage, or archiving of information, data, or materials within or in connection with the Website.

**8.3.** Furthermore, we do not guarantee and shall not, under any circumstances, be held responsible for any losses or damages caused or alleged to be caused by the use of the Website, the inability to use the Website, or any misinterpretation of the Content, including the provisions of these Terms or any other applicable documents.

**8.4.** We are not responsible for any technical issues or malfunctions of any network or communication lines, computer systems, servers, providers, hardware, or software, nor for any failure to access or use the Website and/or the Content due to technical problems, internet traffic congestion, or any combination thereof. This includes but is not limited to, any harm or damage suffered by Users or any person's computer or device arising from or in connection with the Website/Content.

**8.5.** The User understands, accepts, and fully releases us from any liability for any actions we may take at our sole discretion concerning the Website and/or Content. These actions may include, but are not limited to, the suspension, interruption, blocking, restriction, changes or limitation of access to the Website and/or Content. The User is informed that such measures may be taken in any of the following situations, without limitation:

- a) Maintenance, updates, implementation of security measures, or technological protection measures;
- b) The presence of indications or suspicions of security breaches or unauthorised access;
- c) Any and all circumstances outlined in Chapters V and VII of this document;



- d) The partial or complete, temporary or permanent termination or closure of the Website;
- e) The necessity of such measures to protect our rights and interests and/or those of Users;
- f) Violations of or failure to comply with the prohibitions set forth in this document;
- g) The termination, for any reason, of the Website/Content;
- h) Failure to comply with the purpose and conditions for using the Website/Content;
- i) The User's infringement of our or third-party intellectual property rights;
- j) The User's violation of applicable laws, the provisions of this document, or any other referenced document.

**8.6.** We reserve the right to terminate, cancel, stop, suspend, limit, modify, or restrict, in whole or in part, access to the Website and/or Content or any related activities if we are prevented from operating due to circumstances beyond our control. These include, but are not limited to, force majeure events, unforeseen circumstances, natural disasters, civil conflicts, wars, strikes, technical equipment failures, computer viruses, cyberattacks of any kind, interference with malicious software, unauthorised access to the Website systems, operational errors, actions by internet service providers, and similar incidents. In such situations, including interruptions, operational difficulties, malfunctions, or errors affecting the Website, Users understand and accept that we shall be exempt from any liability.

**8.7.** Under no circumstances shall Y Style be liable for any damages, including but not limited to data loss or theft, suffered by the User or any third party as a result of using the Website/Content. This includes damages caused by the User's actions, failure to comply with usage instructions, violations of this document or any referenced documents, or breaches of applicable laws.

**8.8.** We shall not be liable for any damages suffered or claimed by you, third parties, and/or other Users arising from or in connection with:

a) The possession, use, or transmission by the User of information, data, or documents to us that violate legal regulations, public order, good morals, or the rights and interests of individuals;



- b) The possession, use, or transmission by the User of personal data to us in violation of national and international data protection laws;
- c) Investigations, inspections, administrative or judicial proceedings, fines, or other sanctions imposed on the User or resulting from the User's fault;
- d) Claims, demands, actions, or legal/administrative proceedings related to, but not limited to: improper processing of personal data, breaches of the User's confidentiality obligations, violations of intellectual property rights (including through the transmission of data, information, and documents to us), and any other breaches of applicable laws.

**8.9.** Users are liable to us and any entitled third parties and must fully compensate for all damages caused (including lost profits) resulting from any and all prohibited actions and uses outlined in this document, as well as for any violations of their obligations under this document or the law.

**8.10.** If a User violates any obligation, rule, or prohibition set forth in these Terms, applicable laws, or any other referenced documents, the User shall be liable (civil, criminal, or administrative) and must fully compensate for all damages caused to Y Style, including lost profits and costs incurred for legal representation, consultants, court fees, and related expenses. We reserve the right to cooperate with any competent authority or institution to prevent, deter, and sanction such violations.

**8.11.** The User shall be liable to both Y Style and any third party that has suffered damage as a result of the User's actions or omissions. The User is obligated to defend and indemnify us against any claims, complaints, demands, or legal proceedings brought by third parties regarding the User's use of the Website, Content and/or content generated by the User. Likewise, the User agrees to release us from any liability and to refrain from initiating any administrative or judicial action (such as complaints, legal claims, petitions, or lawsuits) against us regarding third-party claims or demands arising from the User's access to and use of the Website, Content and/or content generated by the User, the processing of personal data, or any losses (direct or indirect), costs, lawsuits, complaints, claims, lost profits, or expenses (including legal fees) resulting from the User's violation of this document, any referenced documents, or applicable laws.



**8.12.** We reserve the right to discontinue or delete the Website and/or Content at any time, at our sole discretion, including the removal of all content generated by Users. We may also modify, in whole or in part, the Website's structure, functionality, user experience, interface, web design, purpose, or any other component. We bear no liability to the User for any such decisions.

**8.13.** We are not responsible for any false, fraudulent, inaccurate, or incomplete data provided by the User, including personal data submitted by minors attempting to appear at least 16 years old. We have no obligation to verify the accuracy or authenticity of the information provided by the User, nor do we assume responsibility for doing so.

**8.14.** By accessing or using the Website, the User expressly agrees that any legal action against us must be initiated within one (1) year from the date the cause of action arises; otherwise, such claims shall be deemed time-barred. These provisions do not apply to rights of action and claims subject to consumer protection legislation, in which case the limitation period provided by that legislation shall apply.

**8.15.** Without prejudice to the clauses stipulated above, in the event of third-party claims, we are fully exempt from any liability in any of the following situations:

- a) The User enters into a transaction and/or any other settlement or arrangement with the third party without obtaining our prior written consent;
- b) The User fails to inform us and does not consult with us, thereby preventing our ability to participate in the defence against any such actions, claims, judicial proceedings, or other legal processes initiated by third parties arising from or related to this contract;
- c) The User possesses, uses, or transmits to us any information, documents, or data that violate legal provisions, public order, good morals, and/or the rights and interests of individuals;
- d) The User uses, implements, inserts, modifies, reproduces, copies, etc, elements or components over which third parties hold intellectual property rights or other legal rights;



- e) The User possesses, uses, or transmits to us personal data without complying with the rules imposed by national and international data protection laws;
- f) Any claims, demands, requests, actions, penalties, or judicial/administrative proceedings, particularly but not limited to, those related to: non-compliant processing of personal data, breaches of confidentiality obligations by the User, violations of intellectual property rights—including through the transmission of data, information, and documents to Us.

#### IX. CONFIDENTIALITY

**9.1.** The User undertakes to maintain full confidentiality of all information, data, documents, and resources arising from or related to accessing and using the Website and/or the Content that are not made public by Y Style (hereinafter collectively referred to as "Confidential Information"). The User shall not disclose, directly or indirectly, any Confidential Information to any third party, nor shall they use it for their own benefit or the benefit of any third party, whether for commercial or any other purposes. All Confidential Information is and shall remain the exclusive property of Y Style. The User to whom Confidential Information has been disclosed shall have no rights, whether direct or indirect, over such information.

#### X. DATA PROCESSING

**10.1.** We process the personal data of Users who access and use the Website for specific purposes. Personal data is processed by Us in accordance with the General Data Protection Regulation ("GDPR") and other legal provisions regarding the processing and protection of personal data. Please refer to our Privacy Policy for detailed information on how we collect, use, and protect your personal data.

#### XI. APPLICABLE LAW. COURT OF JURISDICTION.

**11.1.** This document is governed by Romanian law. Any dispute arising from or in connection with the subject matter of this document will be resolved by the competent court. In case of dispute, only Romanian courts shall be deemed competent.



**11.2.** Users who are natural persons acting outside of their commercial or professional activity are considered Consumers and are entitled to the rights, obligations, and guarantees provided by national and European consumer protection legislation unless otherwise specified by the applicable legal framework.

#### XII. NOTICES AND COMPLAINTS

**12.1.** You can contact us at any time via email at <u>support@ystylefashion.com</u>. We will resolve complaints and claims within 30 calendar days from the date of receipt. The parties agree to make efforts to resolve any dispute arising from or related to this document amicably. If this is not possible, any disputes will be submitted to the competent courts for resolution in accordance with the law.

This document was updated on 20.02.2025 and will take effect from this date. We reserve the right to modify its provisions at any time.