

# GARMENTIER

## Privacy Policy & Terms of Use

Garmentier offers unparalleled client management, shopping and wardrobe tracking technology, and major retail partnerships to enable you to build your Styling career. Garmentier is dedicated to helping you to maximize your styling business by spending more time doing what you love.

Effective Date: December 1, 2020

These Terms of Use (these "Terms") are entered into between Garmentier, LLC (formerly known as Curator Online LLC, doing business as Curate) ("Garmentier," "Company," "We," "Us," "Our" "Its") and the single end-user customer organization or individual Member (the "Member," "Customer," "User," "You," "Your"). Please read the Terms carefully before accessing the Platform or clicking the "Submit" button on the "Create Your Company" invite page, using the Garmentier application (the "Platform").

When You create Your company on the Platform, You become a member (a "Member", "User", "Customer") and the below Member Agreement will also apply to You. As a visitor, user or Member of Our services, the collection, use and sharing of your personal data is subject to this Privacy Policy and Terms updates. We may modify these Terms, Our Privacy Policy and Cookies Policies from time to time. Your acceptance of our Terms of Use and Privacy Policy or your continued access of the Platform or use of Our services after We publish or send a notice about Our changes to these terms means that You are consenting to the updated Terms. If You object to any changes, You should not access the Platform and may close Your Platform account. If you have questions about changes, please feel free to email [info@garmentier.co](mailto:info@garmentier.co).

### **Agreement**

By clicking "I Accept" and by using the Platform, You are agreeing to these Terms and the Privacy Policy. These Terms are a legal agreement between You (either an individual or a single entity) and Garmentier and they govern Your access or use of the Platform made available to You by Garmentier. If You do not agree to the terms of this Agreement, do not access the Platform by clicking the "I Agree" checkbox to the Terms of Use and Privacy Policy Agreement on the Curate or Garmentier Website pages, or do not use the Platform.

The Platform is licensed, not sold, to You by Garmentier for use strictly in accordance with the terms of these Terms.

## **Access License**

Garmentier grants You a revocable, non-exclusive, non-transferable, limited license to access the Platform solely for Your purposes strictly in accordance with the terms of these Terms.

## **Restrictions**

You agree not to, and You will not permit others to:

- copy or use the Platform for any purpose other than as permitted under the above section 'Access License.'
- modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Platform.
- remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Garmentier or its affiliates, vendors, manufacturers, partners, suppliers or licensors of the Platform.

## **Intellectual Property**

The Platform and all materials comprising it, including without limitation all copyrights, patents, trademarks, trade secrets and any and all other intellectual property rights are, and shall remain, the sole and exclusive property of Garmentier. All Garmentier software, collateral, and documentation are and shall remain the sole and exclusive property of Garmentier. Member acknowledges and agrees that this Agreement grants User no title, interest or right of ownership in the Platform, software, or documentation, but only a right of limited use. Garmentier shall own any and all copies, modifications, translations, and derivative works of the Platform, software, or documentation. Images created using the Platform remain the property of Garmentier, unless Garmentier states otherwise in writing. Any grant of intellectual property rights that Garmentier makes to an individual User or group of Users shall not apply to any User or other individual or group not named, and shall not constitute a waiver, assignment, or other transfer of ownership rights by Garmentier.

## **Your Suggestions**

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by You to Garmentier with respect to the Platform shall remain the sole and exclusive property of Garmentier. Garmentier shall be free to use, copy, modify, publish, incorporate into functionality, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to You.

## **Modifications to Platform**

Garmentier reserves the right to modify, suspend or discontinue, temporarily or permanently, the Platform or any service to which it connects, with or without notice and without liability to You.

### **Updates to Platform**

Garmentier may from time to time provide enhancements or improvements to the features and functionality of the Platform, which may include patches, bug fixes, updates, upgrades, feature additions and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Platform. You agree that Garmentier has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Platform to You, or (iii) retrieve information from formerly enabled features or functionalities for You.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Platform, and (ii) subject to the terms and conditions of this Agreement.

### **Third-Party Services**

The Platform may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party Websites or services ("Third-Party Services").

You acknowledge and agree that Garmentier shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Garmentier does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to You and you access and use them entirely at Your own risk and subject to such third parties' terms and conditions.

### **Privacy Policy**

Garmentier collects, stores, maintains, and shares information about you in accordance with its Privacy Policy, which is available within this Agreement.

By accepting these Terms or accessing the Platform, You acknowledge that You hereby agree and consent to the terms and conditions of Our Privacy Policy.

### **Term and Termination**

These Terms shall remain in effect until terminated or modified by Garmentier. Garmentier may, in its sole discretion, at any time and for any or no reason, suspend or terminate these Terms with or without prior notice.

Your access to and use of the Platform may, at Garmentier's sole discretion, terminate immediately, without prior notice from Garmentier, in the event that You fail to comply with any provision of these Terms.

Termination or modification of these Terms will not limit any of Garmentier's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of Your obligations under the present Terms.

### **For U.S. Government End Users**

The Platform and related documentation are "Commercial Items", as that term is defined under 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used under 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. In accordance with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

### **Export Compliance**

You may not export or re-export the Platform except as authorized by United States law and the laws of the jurisdiction in which the Platform was obtained.

In particular, but without limitation, the Platform may not be exported or re-exported (a) into or to a nation or a resident of any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By visiting the Website, installing or using any component of the Platform, You represent and warrant that You are not located in, under control of, or a national or resident of any such country or on any such list.

### **Amendments to these Terms**

Garmentier reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material, We will provide notice to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By clicking "I Agree" or continuing to access or use Our Platform after any revisions become effective, You agree to be bound by the revised Terms of Use and Privacy Policy. If You do not agree to the new terms, You are no longer authorized to use the Platform.

### **Governing Law**

The laws of Illinois, United States, excluding its conflicts of law rules, shall govern these Terms and Your use of the Platform. Your use of the Platform may also be subject to other local, state, national, or international laws.

These Terms shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

### **Contact Information**

If You have any questions about these Terms, please contact Us at [info@garmentier.co](mailto:info@garmentier.co).

### **Other Terms**

You may be subject to additional terms and conditions that apply when You use or purchase other Garmentier services, which Garmentier will provide to You at the time of such use or purchase.

## GARMENTIER PRIVACY POLICY

Effective date: October 31, 2019

As a Member of the Garmentier platform, the collection, use and sharing of Your Personal Data is subject to this Privacy Policy and any updates. Garmentier operates the Platform. This section informs You of Our policies regarding the collection, use and disclosure of personal data when You use Our Platform and the choices You have associated with that data.

We use Your data to provide and improve the Platform. By using the Platform, You agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, the terms used in this Privacy Policy have the same meanings as in our Terms of Use, provided to you herein.

### Definitions

## Personal Data

“Personal Data” means data about a living individual or entity that can be identified from those data (or from those and other information either in Our possession or likely to come into Our possession). Personal Data may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Cookies and Usage Data
- Transaction amounts and information
- Usage Data

## Usage Data

Usage Data is data collected automatically either generated by the use of the Platform or from the Platform infrastructure itself (for example, the duration of a page visit).

## Cookies

Cookies are small files stored on Your device (computer or mobile device).

## Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Platform to You.

## Types of Data Collected Personal Data

While using Our Platform, We may ask You to provide Us with certain Personal Data. We may use Your Personal Data to contact You with newsletters, marketing or promotional materials and other information that We deem may be of interest to You. You may opt out of receiving any, or all, of these communications from Us by contacting Us at [info@garmentier.co](mailto:info@garmentier.co).

## Usage Data

We may also collect information on how the Platform is accessed and used ("Usage Data"). This Usage Data may include information such as Your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of Our Platform that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

## Tracking & Cookies Data

We use cookies and similar tracking technologies to track the activity on Our Platform and We hold certain information.

Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to Your browser from a Website and stored on Your device. Other tracking technologies are also used such as beacons, tags and scripts to collect and track information and to improve and analyze Our Platform.

You can instruct Your browser to refuse all cookies or to indicate when a cookie is being sent. However, if You do not accept cookies, You may not be able to use some portions of Our Platform.

Examples of Cookies We use:

- Session Cookies. We use Session Cookies to operate Our Platform.
- Preference Cookies. We use Preference Cookies to remember Your preferences and various settings.
- Security Cookies. We use Security Cookies for security purposes.

## Use of Data

Garmentier uses the collected data for various purposes:

- To provide and maintain Our Platform for Your usage
- To notify You about changes to Our Platform
- To allow You to participate in interactive features of Our Platform when You choose to do so
- To provide You with customer support
- To gather analysis or valuable information so that We can improve Our Platform
- To monitor the usage of Our Platform
- To detect, prevent and address technical issues
- To support Our decisions in sourcing the right product selection, retail relationships and tools for You and our User base
- To provide insight to retailers, current or potential investors, vendors and manufacturers about the performance and aggregated sales data of the goods provided on the Platform
- To provide You with news, special offers and general information about other goods, services and events which We may offer that are similar to those that You have already purchased or inquired about unless You have opted not to receive such information

## Transfer of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ from those of Your jurisdiction. If You are located outside the United States and choose to provide information to Us, please note that We transfer the data, including Personal Data, to the United States and process it there. Your use of the Platform or Your submission of such information constitutes your consent to this Privacy Policy and represents Your agreement to that transfer.

Garmentier will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your Personal Data and other personal information.

## Disclosure of Data Business Transaction

If Garmentier is involved in a merger, acquisition, or asset sale, your Personal Data may be transferred. We may, at Garmentier's sole discretion, provide transfer notice before your Personal Data is transferred and becomes subject to a different Privacy Policy.

## Legal Requirements

Garmentier may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation
- Protect and defend the rights or property of Garmentier
- Prevent or investigate possible wrongdoing in connection with the Platform
- Protect the personal safety of users of the Platform or the public
- Protect against legal liability

## Security of Data

The security of Your data is important to Us but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

## Service Providers



We may employ third party companies and individuals to facilitate Our Platform ("Service Providers"), provide the Platform on Our behalf, perform Platform-related services or assist Us in analyzing how Our Platform is used.

These third parties may have access to Your Personal Data only to perform these tasks on Our behalf and are obligated not to disclose or use it for any other purpose.

## Payments

We may provide paid products and/or services within the Platform. In that case, We use third-party services for payment processing ("Payment Processors").

We will not store or collect Your or Your clients' payment card or banking details. That information is provided directly to Our Payment Processors whose use of personal information is governed by their privacy policy. These Payment Processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

The Payment Processors We work with are:

- Stripe
  - Stripe's Privacy Policy can be viewed at <https://stripe.com/us/privacy>

## Links to Other Sites

Our Platform may contain links to other sites that are not operated by Us. If You click a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit. We have no control over and assume no responsibility for the content, functionality, privacy policies or practices of any third party sites or services.

## Children's Privacy

Our Platform does not address anyone under the age of 18 ("Children").

We do not knowingly collect Personal Data from anyone under the age of 18. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that We have collected Personal Data from children without verification of parental consent, We take steps to remove that information from Our servers.

## California Privacy Rights

Users residing in certain jurisdictions, like California, have a right to access Personal Data held by Us about them and their right of access can be exercised in accordance with applicable law. California law requires certain businesses to respond to requests from California residents asking about the business' practices related to disclosing Personal Data to third parties for the third parties' direct marketing purposes. Alternatively, such businesses may have in place a policy not to disclose Personal Data of customers or clients to third parties for the third parties' direct marketing purposes if the resident has exercised an option to opt-out of such information sharing. We have such a policy in place. California residents may request further information about our approach to this law by writing to Us at [info@garmentier.co](mailto:info@garmentier.co) or, alternatively, the contact information published at [www.garmentier.co/contact](http://www.garmentier.co/contact). When writing to Us, you must include any relevant information (like Your name, contact information, any Member number or unique site identifier associated with You) in order to assist in Your request. Please allow 30 days for a response.

Under California law, Website operators are required to disclose how they respond to Web browser "do not track" signals or other similar mechanisms that provide consumers with the ability to exercise choice regarding the collection of personally identifiable information of a consumer over time and across third party Websites and apps, to the extent the operator engages in that collection. At this time, other than as disclosed in this Privacy Policy, We do not track our customers' personally identifiable information over time and across third-party Websites and apps; and therefore, We do not respond to Do Not Track (DNT) signals. This law also requires Website and app operators to disclose whether third parties may collect personally identifiable information about their users' online activities over time and across different Websites and apps when the users use the operator's Website or app. Other than as disclosed in this Privacy Policy, We do not knowingly permit third parties to collect personally identifiable information about an individual consumer's online activities over time and across different Websites and apps when a consumer uses our Site. To learn more about how Do Not Track signals work, please visit <http://allaboutdnt.com/>.

#### Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify You of any changes by emailing You the new Privacy Policy or posting the updated Privacy Policy within the Platform Website or other methods at the time the changes become effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when You click "I Agree" to these Terms of Use and Privacy Policy or continue Your use of the Platform.

#### Contact Us

If you have any questions about this Privacy Policy, please contact Us by email:  
[info@garmentier.co](mailto:info@garmentier.co)