

Terms of Use

Acceptance of Terms

The following terms and conditions govern all use of the <https://ca.la/> website (including all content and functionality available through the <https://ca.la/> domain name, the “Site”). The Site is offered subject to acceptance without modification of any of the terms and conditions contained herein or all other operating rules, policies and procedures that may be published from time to time on the Site by This Is Cala, Inc. (“CALA”, “we”, “us” and “our”). Subject to the terms of this Terms of Use (the “Agreement”), CALA provides you with access to the Site, related data, our proprietary software, and content and related documentation and information through the Site in connection with our design, sourcing and production of garment and fitting services, including our “CALA Fit” product, and any future features, products and/or services we may provide through the Site, through a technology platform (the “Platform”) on the Site (collectively the “Services”).

Please read these Terms of Use carefully before using the Site and/or Services. If you do not agree to the terms of this Agreement and/or the Privacy Policy, you do not have CALA’s authorization to use any of the Services and you may not access or use any portion of the Site.

By visiting and providing information to us through the Site and/or registering for an account (an “Account”) as either a designer (the “Designer”) or production partner (the “Partner”), accessing or using any part of the Site, you (the terms “You”, “Your”, and “Yours” shall refer to any and all users of the Site, including Designers and Partners (the “Users”)) expressly agree to and consent to be bound by (a) the terms and conditions of this Agreement, (b) CALA’s privacy policy, which can be found at <https://ca.la/privacy> (the “Privacy Policy”); and (c) the terms of the Designer Agreement and/or Production Partner Agreement, as applicable.

Changes

CALA reserves the right, at its sole discretion, to modify or replace any of these Terms of Use at any time. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the Apps following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

Proprietary Rights

You acknowledge and agree that all CALA content, data and materials displayed on the Site and the Services or otherwise made available by CALA (collectively,

the “Content”) are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. There may be collective work that is the property of other third parties and such collective work is also protected by copyright and other intellectual property laws. Except as expressly authorized by CALA in writing, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such materials or Content. You do not have the right to lend, lease, rent or sublicense the Site. However, you may print or download a reasonable number of copies of the materials or content from the Site or for your internal business purposes; provided, that you retain all copyright and other proprietary notices contained therein. You may not change or delete any proprietary notices from materials downloaded from the Site. You agree not to use any CALA logo or any other proprietary graphic or trademark (whether modified or not) without CALA’s express written consent, except to the extent permitted by fair use. As between the parties, title, ownership rights, and intellectual property rights in the Content, and any copies or portions thereof, shall remain in CALA and/or its content providers. Third-party trademarks, service marks and logos contained in the Site are owned and licensed by their respective owners. Any and all rights not expressly granted herein are reserved.

Grant of Limited License

Your access to the Service is licensed and not sold. Subject to the terms of this Agreement, and upon your registration for an Account, CALA hereby grants you a revocable, non-exclusive, non-transferable account enabling you to access and use the Services and the Site. Your use of the Services (including the use of the materials that you download in connection with the use of the Site, along with any documentation, text, software, photos, video, graphics, and music, sound or other multimedia files that might accompany it (collectively, “Material”)) is governed by the terms of this Agreement. We reserve the right, without notice and in our sole discretion, to terminate your license to use the Site and Services, and to block or prevent future access to and use of the Site and Services. You are not permitted to, directly or indirectly, and the foregoing license grant does NOT include the right for you to (a) publish, publicly perform or display, duplicate, or distribute to any third party any Materials, including reproduction on any computer network or broadcast or publications media; (b) market, sell or make commercial use of the Site or any Material; (c) systematically collect and use of any data or content including the use of any data spiders, robots, or similar data gathering, mining or extraction methods; (d) make derivative uses of the Site or the Material; or (e) use, frame or utilize framing techniques to enclose or capture any portion of the Site (including the images found at this Site or any text or the layout/design of any page or form contained on a page).

User Agreement

In order to access the Service, you will be required to register for an Account by providing us with information such as your name and your email address. In addition, if you are accessing the Site as (a) a Designer, you must agree to accept the terms of the Designer Agreement, accessible [here](#), and/or (b) a Partner, you must agree to accept the terms of the Production Partner Agreement, accessible [here](#). You further agree to: (i) provide true, accurate, current and complete information about yourself when registering for an Account, including any credit card information (your “Credit Card”), as applicable; (ii) maintain and promptly update your Account to keep it true, accurate, current and complete; and (iii) authorize us, or our third party billing service, to charge your Credit Card for any and all service fees incurred by your use of Services, as applicable. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof).

Rules and Conduct

You represent and warrant that (a) you are over the age of eighteen (18) and have the power, authority or consent to enter into and perform your obligations under the Agreement; (b) all information provided by you to us, including Credit Card information, is truthful, accurate and complete; (c) you are authorized, or have the permission of the authorized signatory of the Credit Card or charge card provided to us, to pay any fees incurred from use of the Services (as applicable); (d) you shall comply with all terms and conditions of this Agreement; (e) you have provided and will provide accurate and complete registration information, including, without limitation, your legal name and email address; (f) you will maintain the security of your user identification, password and other confidential information relating to your Account; (g) you will maintain the security, confidentiality and integrity of all messages and the content that you receive, transmit through or store on the Service; (h) you will maintain all charges resulting from the use of your Account, including but not limited to, unauthorized use of your Account prior to you notifying us in writing of such use and taking steps to prevent its further occurrence by changing your password; (i) you will comply with the terms of this Agreement set forth herein; and (j) you will comply with all applicable U.S. and international laws, statutes, ordinances, rules, regulations, contracts and applicable licenses regarding your use of the Services or Site.

You further warrant, represent and agree that you will not use the Site and/or Services in a manner that (i) infringes the intellectual property rights or proprietary rights, or rights of publicity or privacy, of any third party; (ii) violates

any law, statute, ordinance or regulation; (iii) you should know is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, fraudulent, deceptive, or misleading or otherwise objectionable; (iv) adversely affects or reflects negatively on our goodwill, name or reputation or causes duress, distress or discomfort to us or anyone else, or discourages any person, firm or enterprise from using all or any portion, feature, or function of the Site or from advertising, liking or becoming a supplier to use in connection with the Site; (v) sends or results in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called “spamming”; (vi) transmits, distributes or uploads programs or material that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horse, spyware, or other potentially harmful programs or other material or information; (vii) falsely reports to an employee or agent of CALA; (viii) circumvents, disables or otherwise interferes with security-related features of the Site or its features that prevent or restrict use or copying of any content; (ix) intercepts or attempts to intercept email or other private communications not intended for you; and/or (x) causes the Site to be used for commercial or business purposes, including, without limitation, advertising, marketing, or offering goods or services, whether or not for financial or any other form of compensation or through linking with any other Site or web pages. You further warrant, represent and agree that you will not (A) post or transmit any message, data, image or program which is indecent, obscene or pornographic; (B) use the Site to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others; and (C) delete any author attributions, legal notices or proprietary designations or labels in a file that you upload to the Site. While it is not our intent to discourage you from reporting problems about the Services, nonetheless, we reserve the right to take such action as we deem appropriate and/or to remove any content from the Site at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content or if we are concerned that you may have breached the provisions of this Section), at our sole discretion.

User Restrictions

You are not permitted, directly or indirectly, to (a) engage in any acts inconsistent with the principles of copyright protection and fair use, as codified in 17 U.S.C. Sections 106-110, without obtaining the express written consent of CALA and/or the copyright owner; or (b) distribute, display, rent, lease, transfer or otherwise transfer rights to, or in any way exploit, the Content, in whole or in part; or (c) remove any proprietary notices or labels on the Content.

Fees and Third Party Payment Processors

Designers. If you access and use the Services as a Designer, the Platform will generate fees and projected costs (the “Fees”) for the completion of your Design Project (as defined in the Designer Agreement). You understand and agree that you will pay all Fees in a timely manner as set forth in the Designer Agreement and you will be solely responsible to Partners for any non-payment or late payment of Fees. You further understand that no Production Services will commence until Fees are paid upfront according to the Designer Agreement.

Partners. If you access and use the Services as a Partner, you understand and agree that Fees due to you for your Production Services (as defined in the Production Partner Agreement) will be only due and paid to you by CALA upon receipt of payment by Designers in the manner set forth in the Production Partner Agreement. You further understand and agree that claims or actions of any kind with respect to Fees due to you by a Designer shall be brought solely against Designer and not CALA in the manner set forth in the Production Partner Agreement.

Subscription Fees. CALA may, at times, require a subscription fee (“Subscription Fee”) to access the Platform and Services. Notification of such Subscription Fee will be posted to the Site when and if applicable and you may choose to pay such Subscription Fee in order to access the Platform and Services. CALA, in its sole discretion, may waive such Subscription Fee on a case-by-case basis.

Third Party Payment Processors. In registering for an Account and using our Services, you understand and agree that you may be charged a fee for the Services and we may use a third-party service provider (the “Processor”) (e.g., Stripe, Bill.com, etc.) for payment services (e.g., credit card transaction processing, merchant settlement, and any related service fees). By using the Site or Services, you agree to be bound by the Processor’s Terms of Service and the Processor’s Privacy Policy. You hereby consent to provide and authorize us and the Processor to share any Credit Card information and payment instructions you provide to the extent required to complete the payment transactions in accordance with this Agreement, including personal, financial, credit card payment, and transaction information. You represent and warrant that you have the legal right to use any credit card(s) or other payment means used to pay any fee or charge. By providing us or the Processor with your payment information, you agree that we and/or the Processor are authorized to immediately invoice you for all fees and charges due and payable to us hereunder and that no additional notice or consent is required. You agree to immediately notify us and the Processor (as applicable) of any change to your payment information. You will be responsible for paying any applicable taxes relating to your payments and credits received and will indemnify and hold harmless CALA and the Processor from any and all taxes, including sales tax, based on any payments made or received by you in connection with the Services.

Feedback

At times, we may ask you to provide us with comments and feedback regarding the Services and/or the Site. Any such comments or feedback you provide through the Site will collectively be referred to as “Feedback”. By providing Feedback to us, you grant to us a perpetual, royalty-free, non-exclusive, irrevocable, unrestricted, worldwide license to use, copy, sublicense, reproduce, distribute, redistribute, modify, adapt, publish, edit, translate, transmit, create derivative works of, publish or broadcast, publicly perform or display any materials or other information (including without limitation, ideas contained therein for new or improved products or services) you submit to us as part of the Feedback. You further acknowledge and agree that your name and/or likeness may be associated with your Feedback and posted on the Site and you hereby grant us a perpetual, royalty-free, non-exclusive, irrevocable, unrestricted, worldwide license to use your name and/or likeness in association with your Feedback. You agree that you shall have no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your communication to us. You further acknowledge and agree that no compensation will be paid with respect to the use of your Feedback, as provided herein, and that we may remove any Feedback we post on the Site at any time in our sole discretion. Further, when you provide Feedback, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of such content on the Site.

Operation

We reserve complete and sole discretion with respect to the operation of the Site. We may, among other things: (a) delete email or private messages if they have not been accessed by a User within the time established by our policies; (b) subject to the terms herein, make available to third parties information relating to the Users; and (c) withdraw, suspend or discontinue any functionality or feature of the Site. We may, in our complete and sole discretion, review uploaded files, conferences, forums, and chats and authorize restrictions on access thereto. We will not review the contents of email or private messages except as required or allowed by applicable law or legal process.

Content and General Disclaimers

General. The Services and Site are provided by us on an “as is” basis. We make no representations or warranties of any kind, express or implied, as to the operation of the Services, Site, or the information, content, materials, or products included on the Services or Site. To the fullest extent permissible by applicable law, we disclaim all warranties, express or implied, including, but

not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement, and warranties that access to or use of the Services will be uninterrupted or error-free. These are not warranties that extend beyond the face of these Terms. We cannot and do not warrant against human and machine errors, omissions, delays, interruptions or losses, including loss of data. We cannot and do not guarantee or warrant that files available for downloading from the Services or Site will be free of infection by viruses, worms, trojan horses or other code that manifest contaminating or destruction properties. We do not warrant or guarantee that the functions or Services accessed through the Services will be uninterrupted or error-free or that defects in the Site will be corrected. This disclaimer of warranty constitutes an essential part of these Terms. If you are dissatisfied with any portion of the Service, or with any term in this Agreement, your sole and exclusive remedy is to discontinue using the Services. We may change the Services or Site or the features in any way, and at any time and for any reason. Although we have attempted to provide accurate information on the Services or Site, we assume not responsibility for the accuracy or completeness of the information.

Informational Purposes Only. Any opinions expressed on the Site, or in Feedback, are the personal opinions of the original author and not of CALA, even though the original author may be employed by us. The Content is provided for informational and entertainment purposes only and is not an endorsement or representation by us or any other Party. We do not assume any responsibility or liability for any Feedback, blogs, opinions or other commentary posted on the Site or received by you through the Services, or any third party website linked to the Site and makes no express or implied warranty or guarantee about the accuracy, copyright compliance, legality, or any other aspect of the Content.

Disclaimer of Third Party Information. You understand that when using the Site, you may be exposed to Feedback and third party content from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Feedback or third party content. You further understand and acknowledge that you may be exposed to Feedback and third party content that may be offensive, indecent, inaccurate, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us, or our executives, directors, employees, stockholders or agents, with respect thereto. You acknowledge that statements made on the Site or in Feedback reflect only the views of their authors. Forum managers, forum hosts, content providers, or merchants appearing on the Site, if applicable, are not authorized CALA spokespersons, and their views do not necessarily reflect those of CALA, and we do not endorse any Feedback, or any opinion, recommendation, or advice expressed therein.

Links to Third Party Sites. The Site may permit you to link to other websites on the Internet, and other websites may contain links to the Site. These other websites are not under CALA control, and you acknowledge that CALA is not responsible for the accuracy, legality, appropriateness or any other aspect of the

content or function of such websites. The inclusion of any such link does not imply endorsement by CALA or any association with its operators.

Indemnification

Each Party agrees to indemnify, defend, and hold the other Party and its affiliates, successors and assigns, and all of their officers, directors, employees, Partners and other agents (collectively, “**Indemnitees**”), harmless from any and all costs, expenses (including reasonable attorneys’ fees), losses, damages, claims, causes of action, liabilities, demands, penalties, forfeitures, suits and judgments, which any Indemnatee may hereafter incur, become responsible for or pay, as a result of any breach of such breaching Party’s representations, warranties, agreements or other promises contained in this Agreement, the Designer Agreement or the Production Partner Agreement, as applicable.

Waiver and Release

You agree that neither we nor our officers, directors, stockholders, employees, agents, partners, licensors or suppliers shall have any liability to you under any theory of liability or indemnity in connection with your use of the Site, the Services, Software or the Platform. You specifically acknowledge that we shall not be liable for the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you. You hereby release and forever waive any and all claims you may have against CALA, our officers, directors, stockholders, employees, agents, partners, licensors or suppliers (including but not limited to claims based upon the negligence of CALA, our officers, directors, stockholders, employees, agents, partners, licensors or suppliers) for losses or damages you sustain in connection with your use of the Site, the Services, Software or the Platform.

Limitation of Liability

In no event shall either Party be liable to the other, for special, punitive, incidental, consequential or other indirect damages arising out of or in connection with any breach of this Agreement, the Designer Agreement or the Production Partner Agreement, even if advised of the possibility of such damages in advance.

Copyright or Intellectual Property Infringement Notification

- (a) We respect the intellectual property rights of others. You can notify us of possible copyright infringement, and we will review all claims of copyright

infringement received and remove content deemed to have been posted or distributed in violation of any such laws. To make a claim, please provide the following:

- i. A physical or an electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly infringed;
- ii. A description of the copyrighted work or other intellectual property that you claim has been infringed;
- iii. A description of where on the Site the material that you claim is infringing is located, the detail of the description being reasonably sufficient to permit us to locate the material;
- iv. Your contact information, including your address, telephone number, and email;
- v. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement by you that the above information in your notice is accurate and that you, made under penalty of perjury, are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf. Contact the agent designated to receive and act on copyright violations under the Digital Millennium Copyright Act ("DMCA"). Claims can be directed to us at +19174739270, hi@ca.la, This is CALA, Inc. 50 Eldridge st. Floor 2, New York, NY 10002.

Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules, and the United States of America. You agree that any legal action or proceeding between CALA and you for any purpose concerning this Agreement, the Designer Agreement or Production Partner Agreement, as applicable, or the parties' obligations hereunder or thereunder shall be brought exclusively in a court of competent jurisdiction sitting in New York County, New York, United States. Any cause of action or claim you may have with respect to CALA must be commenced within one (1) year after the claim or cause of action arises. Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. CALA may assign,

transfer or delegate any of its rights and obligations hereunder without consent. All waivers and modifications must be in a writing signed by CALA, except as otherwise provided herein. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement, and neither Party has any authority of any kind to bind the other in any respect. This Agreement, along with the Designer Agreement and Production Partner Agreement, as applicable, constitutes the complete and exclusive statement of the agreement between the parties with respect to the Site or Services and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Service. If any action in law or in equity is necessary to enforce the terms of this Agreement, the prevailing Party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing Party may be entitled. No provisions of this Agreement are intended, nor will be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any Nonprofit User, client, customer, affiliate, or any Party hereto or any other person unless specifically provided otherwise herein, and except as so provided, all provisions hereof will be personal solely between the parties to this Agreement; except that the sections pertaining to Indemnification, Waiver and Release, and Liability Limitation are intended to benefit CALA and its officers, directors, stockholders, directors, employees, agents, licensors, and suppliers.

Export Controls

You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control (“OFAC”), or other United States or foreign agency or authority, and not to export, or allow the export or re-export of the Material in violation of any such restrictions, laws or regulations. By downloading or using the Material, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any restricted country or on any such list.

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Contact

You may contact CALA at hi@ca.la.