

## Designer Agreement

This Designer Agreement (the “Agreement”) is made and entered between This is CALA, Inc. (hereafter referred to as “CALA”, “we”, “us” or “our”) and you, the Designer (hereafter referred to as “Designer”, “you”, “your” or “yours”). Designer and CALA may be referred to herein each as a “Party” and collectively the “Parties.” In general, this Agreement sets forth the following terms:

- The services provided by CALA and our production and other partners;
- The process and responsibility of getting your designs developed, produced and shipped to you (see Section 1);
- Your responsibility for payment of fees (see Section 3); and
- Your responsibilities and conduct in using CALA’s services and technology platform, including, but not limited to, your compliance with applicable laws (see Section 5), your representations and warranties (see Section 8), your indemnification obligations (see Section 9) and your obligations of non-solicitation and non-circumvention (see Section 11).

In consideration of the covenants and conditions described below, CALA and Designer agree as follows:

**By clicking on the “accept” or similar button, (1) you are consenting and expressly agree to be bound by and are becoming a party to (a) the terms of this Agreement, and (b) the terms of the Terms of Use located at <https://ca.la/terms> (the “Terms of Use”); and (2) you represent and acknowledge that you have read and reviewed this Agreement and the Terms of Use.**

Please note that to be a Designer with CALA and to use the CALA Platform (as defined herein) and the associated Software (as defined herein), you must agree to the terms and conditions set forth in this Agreement and the Terms of Use. We may modify this Agreement at any time, and such modification shall be effective immediately upon either posting of the modified agreement or notifying you. You agree to review this Agreement periodically to ensure that you are aware of any modifications. Your continued access or use of the Platform shall be deemed your conclusive acceptance of the modified agreement. If you do not agree to the terms of this Agreement and/or the Terms of Use, you do not have our authorization to use any of the Services and you may not access or use any portion of the Site (as defined herein), Platform, or Software.

Terms not defined herein shall have the meaning as provided in our Terms of Use and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the Terms of Use, the terms of this Agreement shall supersede and control to the extent of any such conflict. This Agreement is effective as of March 17th, 2020.

## 1. Production Services

- (a) **General.** Through our technology platform (the “Platform”), which includes our proprietary software and content (the “Software”) on our online website (including all content and functionality available through the <https://ca.la/> domain name, the “Site”), we will provide you with the CALA services selected by you, including without limitation procuring and managing the procurement of Customer Service (as defined herein), Marketing (as defined herein) and Fulfillment (as defined herein) services in connection with your Subscription (as defined herein) and to connect you with our production and other partners (“Partners”) for the provision of the foregoing and the production and financing of garments and/or accessories (collectively, the “Garments”) in your design project (“Design Project”) (such services, the “Services”). Our Partners can provide you with certain production services selected by you according to your Subscription, including, but not limited to, fabric manufacturing, trim vendors, technical designers, pattern makers, sourcing services, sample makers, packaging and/or production services (collectively, the “Production Services”). For avoidance of doubt, the specific Services and Production Services provided to you are dependent upon the subscription model selected by you, as more fully described on the subscription pricing page (the “Subscription Pricing Page”) located at <https://ca.la/access> (“Subscription”), which, along with the selected Services, shall be set forth on the Customer Agreement or the Designer Services and Fees Agreement, as applicable, entered into in connection with this Agreement between you and CALA (either such agreement, the “Services and Fees Agreement”), the terms of which are incorporated herein.
- (b) **Production Services.** Once you design and submit a proposed Design Project through the Platform, we will review the Design Project to determine the estimated total costs of Production Services. You will then be given a quote (the “Quote”) for all costs and fees (dependent upon your Subscription, including without limitation, costs and fees for any of pattern-making, material sourcing, prototypes, product development, custom labels, a sample for final approval, bulk units, a keep sample for CALA and packaging, but, for the avoidance of doubt, excluding Marketing Costs (as defined herein), Fulfillment Costs (as defined herein) and Customer Service Costs (defined herein)) required for the completion of your Design Project based on compatibility of your Design Project to an available Partner’s Production Services. You understand and agree that (i) CALA, in its sole discretion, may match and connect you with a Partner based on the compatibility of the Production Services offered by such Partner to your Design Project; (ii) you agree to pay or finance the Quote prior to a Partner’s commencement of Production Services; (iii) no Production Services will begin if your payment is declined (e.g., if your credit card is declined or financing is denied); (iv) prior to full production

of the Garments of your Design Project, you agree to promptly review, approve and/or provide comments on any Garment sample (the “Sample”) created by a Partner in connection with your Design Project; (v) if you make major changes, to be determined in our sole discretion, to a Sample, we may cancel the Design Project so it can be re-priced (for sake of example but not limitation, a major change may include changing the product type, changing major construction of a Garment by adding a hood or sleeve, changing the process type from print to embroidery or substantially changing materials (i.e., from denim to leather)); (vi) once you approve a Sample (an “Approved Sample”) no changes of any kind can be made to a Garment or the Design Project; (vii) you cannot decrease the number of units, however you may be able to increase the number of units but up to the number of units included in the Approved Sample; (viii) you are solely responsible for payment of the Quote, any increase to the Quote and any additional costs incurred by us or a Partner and for any changes to the production and/or fulfillment schedule of the Garment or the Design Project due to changes made on your part to a previously-approved Sample; and (ix) there is no guarantee that CALA will be able to find a Partner to complete and fulfill your Design Project. All fees for Production Services shall be paid to CALA based on the Quote, pursuant to Section 3 hereof. For the avoidance of doubt, the Quote (and all information used to create the Quote) is considered CALA Confidential Information (as defined herein) subject to all obligations and restrictions in Section 7 hereof, and Designer agrees not to discuss the Quote with any Partner. By accepting the terms of this Agreement, you expressly agree to the provisions of this Section 1 “Production Services”.

- (c) **Shipping and Delivery.** Designer understands and agrees that for the production and/or Fulfillment of Garments (the “Produced Garments”) and dependent upon your Subscription, (i) Fulfillment Costs shall be handled by CALA and reimbursed by Designer as provided for in Section 3(f)(ii) hereof; (ii) you will provide accurate, truthful and up to date shipping information through the Platform for the delivery of Produced Garments; (iii) CALA or Partner may choose, in their sole discretion, to store any Produced Garments at a warehouse or other Fulfillment Partner; (iv) the method of shipping will be provided through a known courier or delivery service (“Courier”) chosen by CALA or warehouse or other Fulfillment Partner; (v) if you choose to receive the Produced Garments, you agree to be present on the expected delivery date or designate an authorized adult to accept delivery of the Produced Garments; (vi) if you choose to receive the Produced Garments, you will inspect all Produced Garments immediately upon delivery and, if Produced Garments are damaged, defective, or otherwise incomplete (the “Damaged Garments”), you will have thirty (30) days from the delivery date (the “Notification Period”) in which to notify and provide evidence to the Partner of such Damaged Garments, after which notification the Partner shall work with you to remedy the

damage, defect, or incompleteness (including without limitation, the cost to fix or replace the Damaged Garments) and return the Damaged Garments to Partner (if appropriate), all at Partner's cost and expense; (vii) if you choose to receive the Produced Garments, you will bear and be responsible for all shipping and delivery costs for the return of Damaged Garments to Partner if such damage is not reported to Partner within the Notification Period; (viii) CALA shall not be responsible for any damage caused by a warehouse or other Fulfillment Partner or Courier to the Produced Garments and your sole recourse will be against such warehouse or other Fulfillment Partner or Courier, as applicable, for such damage; (ix) you will direct all complaints in connection with any Damaged Garments to the warehouse or other Fulfillment Partner and not CALA; and (x) you will fully pay for all Produced Garments that meet the requirements and criteria of the Approved Sample.

## 2. Term; Termination

- (a) **Term.** This Agreement shall commence on the date you first accept the terms herein and will continue in effect for the term set forth on your Services and Fees Agreement (the "Initial Term"). Following the Initial Term, this Agreement will automatically renew for successive renewal terms of the same term as the Initial Term (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term, as applicable.
- (b) **Termination for Cause.** This Agreement may be earlier terminated by either Party: (i) if the other Party materially breaches a provision of this Agreement, and fails to cure such breach within fifteen (15) business days after receiving written notice of such breach from the non-breaching Party; or (ii) immediately upon written notice, if the other Party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other Party's property, or the other Party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other Party and is not dismissed within ninety (90) days, or the other Party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course. If Designer is the terminating Party under the foregoing subsections (i) or (ii), CALA will refund to Designer any Fees that were pre-paid for the then current Term, pro-rated for the remainder thereof.

Sections 2 (Termination), 7 (Property Rights of the Parties), 12 (Non-Solicitation; Non-Circumvent), 9 (Indemnity) and 14 (Miscellaneous) will

survive any termination or expiration of this Agreement in accordance with their terms.

### 3. Fees; Financing

- (a) **Subscription Fee.** You will pay CALA the non-cancelable and non-refundable subscription fee based on your Subscription (“Subscription Fee”) for the Initial Term. At the end of the Initial Term, you will pay the then-current non-cancelable and non-refundable Subscription Fee set forth on the Subscription Pricing Page for the Renewal Term, if any.
- (b) **Revenue Share Fee.** If revenue sharing is part of your Subscription, you will pay CALA a Revenue (as defined herein) share fee for the percentage detailed in your Subscription (“Revenue Share Fee”). As used herein, the term “Revenue” means all income from the sales of the Garments. For avoidance of doubt, the Revenue Share Fee is used to calculate the percentage due CALA, whereas the amount due to you is the Revenue Share fee less costs, fees and other expenses. For sake of example but not limitation, if the Revenue is \$1,000, and CALA is entitled to twenty percent (20%), CALA shall be due \$200; however, you shall be due \$800 less the Quote (to the extent not already fully paid), the Marketing Costs, the Fulfillment Costs, and the Customer Service Costs.
- (c) **Production Fee.** You will pay CALA the Quote for Production Services provided to you by a Partner, along with the Marketing Costs, Fulfillment Costs and Customer Service Costs described in Section 3(f) (collectively, “Production Fee”). You understand and hereby agree that dependent upon on your Subscription (i) payment or financing for one-hundred percent (100%) of the Quote shall be submitted by you up front prior to a Partner’s commencement of Production Services; (ii) neither CALA nor Partner is required to release or deliver Produced Garments to you or any Fulfillment Partner if you fail to make full payment or financing of the Quote and (iii) Marketing Costs, Fulfillment Costs, and Customer Service Costs shall be deducted from Designer’s percentage of Revenue as provided for in Section 3(f) hereof.
- (d) **Financing.** If financing is part of your Subscription and you opt-in to financing, you understand and hereby agree that (i) you will promptly provide CALA your bank statements for the past three (3) months, and a direct connection into your bank account and full access to your e-commerce platform so CALA and/or Partner can review your sales history; (ii) CALA determines your credit limit and financing rate in its sole discretion; (iii) CALA can change your credit limit and financing rate in its sole discretion; (iv) our Fulfillment Partner will fulfill the Produced Garments; (v) your e-commerce store will process the sales of the Produced Garments; (vi) our Fulfillment Partner will be linked to your e-commerce

store; (vii) the initial sales revenue will be deposited directly into your connected bank account via your e-commerce store and funds will be debited to pay down CALA's Revenue Share Fee, the Marketing Costs, Fulfillment Costs, Customer Service Costs, and your credit balance; (viii) you will be fully and completely responsible and liable to repay any and all amounts advanced to you by CALA; and (ix) in the event your credit debt is not paid in its entirety within four (4) months of checkout, CALA is allowed to use all means it deems necessary, in its sole discretion, to collect the credit debt from you, including without limitation, changing the Revenue Share Fee, collection of Produced Garments and other means.

- (e) **Access.** You will have access to available funds on the fifteenth (15th) day of the month for the previous month. You acknowledge and agree this delay is necessary to determine if Garments are returned and to resolve other issues.
- (f) **Third Party Costs Included in Production Fee.** In the event CALA pays for any of the following third party costs, such costs are included in the Production Fee as provided for in Section 3(c) hereof:
  - i. **Marketing Costs:** With respect to each Design Project CALA may set up paid marketing campaigns, creative and ads ("Marketing"), the authorization and cost of which ("Marketing Costs") shall be approved by Designer in advance of setup by CALA. Designer will pay for the costs of the Marketing (the "Marketing Costs") as they are deducted from Designer's percentage of the Revenue. For avoidance of doubt, the Marketing Costs will include a service fee to CALA, so that the actual amount spent on Marketing will be equal to the Marketing Costs minus such service fee.
  - ii. **Fulfillment Costs:** With respect to each Design Project, CALA will manage the procurement of fulfillment services from a Partner, including the warehousing, shipping and delivery of the Produced Garments ("Fulfillment"). Designer will pay for the costs of the Fulfillment (the "Fulfillment Costs") as they are deducted from Designer's percentage of the Revenue. For the avoidance of doubt, (x) the Fulfillment Costs will be calculated by weight and destination and (y) Fulfillment Costs change at least yearly based on pricing changes by the United States Post Office, FedEx, DHL UPS and other major carriers.
  - iii. **Customer Service Costs:** With respect to each Design Project, CALA may manage the procurement of customer service from a Partner, including the responses to customer inquiries, arranging for returns ("Customer Service"). Designer will pay for the costs of the Customer Service as specified on the Services and Fees Agreement (the "Customer Service Costs") as they are deducted from Designer's percentage of the Revenue. For the avoidance of doubt, the Customer Service Costs will be calculated by number of customer service interactions.

For avoidance of doubt, the term “Fees” includes the Subscription Fee, the Revenue Share Fee and the Production Fee. **\*\*By accepting the terms of this Agreement, you expressly agree to the provisions of this Section 3 “Fees; Financing\*\*“.**

#### **4. CALA Deactivation Policy**

CALA’s goal is providing reliable and long lasting partnerships with Partners and contractors. CALA does this by connecting the top designers with the top Partners in terms of design, quality, reliability, accountability, and transparency in communication. This is only possible when designers trust Partners and vice versa. If we determine, in our sole discretion, that you have breached the terms of this Agreement and/or the Terms of Use, you may be barred or suspended from using the Platform, either temporarily or permanently, depending on the seriousness of the breach.

#### **5. Compliance with the Law**

You hereby acknowledge and agree that you will use the Services, Production Services, Site, Platform, and/or Software in full compliance at all times with all relevant state, federal and local laws, statutes, rules, ordinances, regulations, policies and other requirements.

#### **6. Dispute Resolution**

The parties agree that any controversy or dispute between the parties concerning this Agreement, including deactivation of Designer’s access to the Platform or the construction or application of any of the terms, covenants, or conditions of this Agreement, will first be subject to reasonable good faith efforts by the parties to resolve such dispute, and if such good faith efforts are not successful, shall be submitted to binding arbitration in New York County, New York, on the request of any Party, and the arbitration shall comply with and be governed by the provisions of the New York Civil Practice Law & Rules, Article 75. Any cause of action or claim you may have with respect to this Agreement must be commenced within one (1) year after the claim or cause of action arises. Arbitration shall be conducted by three (3) arbitrators familiar with the commercial practices of CALA and Designer’s industry. Each Party shall be entitled to select one (1) arbitrator, which two (2) selected arbitrators shall in turn select a third arbitrator. Any award or decision obtained from any such arbitration proceeding shall be final and binding on the parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. All parties to the arbitration shall as an initial matter share the costs of such proceeding, but the prevailing Party may be awarded fees and costs,

including reasonable attorney’s fees. No action at law or in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by either Party except (a) an action to compel arbitration pursuant to this Section 6, or (b) an action to enforce an award obtained in an arbitration proceeding in accordance with this Section 6.

## 7. Property Rights of the Parties

- (a) **Confidential Information.** Each Party recognizes and acknowledges that it may receive (“Receiving Party”) Confidential Information (as defined herein) of the other Party (“Disclosing Party”) provided under this Agreement. The Receiving Party agrees to hold all of the Disclosing Party’s Confidential Information in confidence, not to disclose any portion of it to others or use it in any way, commercially or otherwise, except as necessary to perform or receive the Services and/or Production Services and not to allow any unauthorized person access to it, either before or after termination of this Agreement; *provided, however*, that any such Confidential Information may be provided only to the Receiving Party’s employees, agents, subcontractors or contractors (collectively, “Representatives”) that have a need for such access for the sole purposes of performing or receiving the Services and/or Production Services pursuant to this Agreement, such access being limited to the Term and to the scope of their employment for or contract with the Receiving Party. A copy of this Agreement may be provided to potential investors and such investor’s respective counsel in response to a due diligence inquiry received by either Party with respect to a financing transaction, acquisition or any other business transaction involving such Party. Specifically in the case of CALA, Confidential Information may be provided to its Partners. Upon additional written agreement by the Parties, certain Confidential Information provided under this Agreement can be further limited only to distribution by the Receiving Party under the terms of a non-disclosure agreement. The Receiving Party shall not make copies of, disassemble, reverse engineer, or otherwise decompile any of the Disclosing Party’s Confidential Information. The Receiving Party shall promptly notify the Disclosing Party in the event of any unauthorized use or disclosure of any of the Disclosing Party’s Confidential Information. Upon the Disclosing Party’s request or the termination of this Agreement, the Receiving Party shall promptly return all documents and other materials received from the Disclosing Party, unless otherwise provided in this Agreement.

As used herein, the term “Confidential Information” means all information (whether or not patentable and whether or not copyrightable), owned, possessed or used by the Disclosing Party hereunder, including without limitation, inventions, products, designs, formulas, vendor information, customer information or lists, apparatuses, equipment, processes, research, reports, technical data,



know-how, computer programs, software, software or process documentation, hardware designs, technology, marketing or business plans, forecasts, unpublished financial statements, budgets, licenses, prices, costs and employee lists, specifications, samples, patterns, designs, plans, drawings, documents, data, and Third-Party Confidential Information that are communicated to, learned of, developed or otherwise acquired by the Receiving Party under this Agreement, whether disclosed orally or in written or electronic communication or other forms of media, and whether or not marked, designated or otherwise identified as being “confidential”, “secret”, or “proprietary”. For avoidance of doubt: (i) CALA Confidential Information includes confidential and proprietary information related to the Services, Production Services, Site, Platform, Software, Partners, Quotes and/or Fees; and (ii) Designer Confidential Information includes confidential and proprietary information related to your Design Project. For purposes of this Agreement, Confidential Information shall not include information the Receiving Party can document: (a) was or has become readily available to the public without restriction through no fault of the Receiving Party; (b) was received without restriction from a third party lawfully entitled to possess and disclose such information; (c) was rightfully in possession of the Receiving Party without restriction prior to the Disclosing Party’s disclosure of such information to the Receiving Party; or (d) was or is independently developed by the Receiving Party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party’s Confidential Information.

- (b) **IP Rights.** For the purposes of this Agreement, “**IP Rights**” shall mean, whether registered or unregistered, all patents, copyrights, trademarks, service marks, trade secrets, mask works, privacy rights, data rights, moral rights and other intellectual property and proprietary rights, including all classes and types in all countries in the world, and applications, continuations, divisionals, reexaminations, reissues, extensions, modifications and derivatives of all of the foregoing.
- (c) **Third-Party Confidential Information.** For the purposes of this Agreement, “**Third-Party Confidential Information**” means confidential or proprietary information of third-parties received by the Receiving Party for which the Receiving Party is subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes.
- (d) **Designer License.** Designer hereby grants to CALA a limited, non-exclusive, sublicenseable (to CALA’s Partners only), royalty-free license to reproduce, modify, distribute, make derivatives, publicly perform, publicly display, use and otherwise exploit all intellectual property and proprietary rights, to Designer Confidential Information, Design Project, products, Garments, software, technology, know-how and other materials (collectively, “Designer Materials”) only for performing the Services and Production Services, including without limitation, use with the Platform and

Software, during the Term, and for no other purpose or under any condition. This Agreement does not convey to CALA any ownership or stake in the IP rights of the Designer or any third party.

- (e) **Ownership.** The Receiving Party agrees that the Disclosing Party owns the Disclosing Party’s Confidential Information and it shall continue to be the exclusive property of the Disclosing Party, whether or not prepared in whole or in part by the Receiving Party and whether or not disclosed to or entrusted to the Receiving Party’s custody. Excluding the license in Section 7(d) hereof, Designer owns all right, title and interest in and to the Designer Materials. CALA owns all right, title and interest in and to the Services, Production Services, Site, Platform, Software, Quote and Fees. CALA agrees that any and all designs, Garments, products and other materials specifically made for Designer in the performance of the Services under this Agreement shall be the sole and exclusive property of Designer (“Work Product”). CALA agrees to assign and hereby assigns all right, title and interest in the Work Product to Designer.
- (f) **Defend Trade Secrets Act of 2016.** Each Party acknowledges and understands that, pursuant to the Defend Trade Secrets Act of 2016 (18 USC § 1833(b)), an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

## 8. Designer Representations and Warranties

Designer agrees, represents and warrants that:

- Designer will comply with all terms and conditions of this Agreement, Terms of Use and other policies related to the use of the Services, Production Services, Site, Software and Platform.
- Designer owns all right, title and interest in and to all Customer Materials and has all necessary rights to grant the license to CALA as described in Section 7(d) hereof.

- Designer's agreement to perform any services pursuant to this Agreement does not violate any agreement or obligation between Designer and any third party.
- Designer Materials, including but not limited to Designer's Garment designs and any Design Project, does not and will not infringe, violate, or misappropriate any right of a third party, including but not limited to any privacy rights, copyright, patent, trade secrets, trademark, or other proprietary or intellectual property right held by any third party.
- Designer will (a) provide clear instructions and timeline to Partner for the production of any Design Project, (b) be available during normal business hours to respond to Partner's questions related to a Garment, Approved Sample or a Design Project, and (c) will designate one (1) approver for the Design Project in order to provide timely approval, rejection and/or comments to a Sample or other inquiries or questions.
- If a Partner's final production of Garments materially deviates from or does not conform to an Approved Sample, Designer will immediately notify CALA of such deviation or non-conformity; provided, however, that Designer shall bear all costs and fees for any material deviation or non-conformity due to Designer's actions, inaction or instructions to Partner.
- Designer will be responsible and liable for all costs incurred by Partner and/or CALA for any Production Services that are delayed or hindered for any reason due to Designer's action or inaction, including, but not limited to, mistreatment or discrimination of Partners, lack of communication, unresponsiveness through the Platform, and illegal behavior.
- Designer will not engage in any unfair competition with CALA, or engage in any action which may constitute intentional interference with CALA's prospective economic advantage.
- Designer will not disclose, duplicate, sell, use for promotional means or otherwise use for any purposes, any assets, material, property, artwork or designs of Partner or CALA.
- Designer will promptly update Partner via the Platform as to any relevant updates with respect to the Design Project, including, but not limited to, any preset list of tasks in connection with a Design Project and/or changes to such list.
- Designer will pay all Fees, in a timely manner pursuant to Section 3 hereof.
- Designer will not use the Services, Production Services, Site, Platform, or Software in any manner that (a) violates any federal, state, or law, statute, rule, ordinance, regulation, policy or other requirement; (b) is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, fraudulent, deceptive, or misleading or otherwise objectionable; or

(c) 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 Services, Production Services, Site, Platform or Software or from advertising, liking or becoming a supplier to use in connection with the Services, Production Services, Site, Platform or Software.

- If Designer opts-in for Fulfillment services: (i) it has obtained and currently holds all necessary permissions, rights and licenses to collect and use customer data needed for the fulfillment services; (ii) its customer data does not and will not infringe, violate, or misappropriate any right of any third-party, including without limitation, any IP Right held by any third-party; and (iii) it is in full compliance with all applicable local, state and federal laws, rules and regulations with respect to its customer data and privacy.

## 9. Indemnity

- (a) **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.
- (b) **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, even if advised of the possibility of such damages in advance. In no event will either Party’s liability for any damages to the other Party, regardless of the form of action, whether based on contract, tort (including negligence), strict liability, products liability or otherwise, ever exceed the Fees paid by Designer to CALA for the Services on which the claim is based that were provided by CALA in the twelve (12) months preceding the claim.

## 10. 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, Production 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, Production Services, Software or the Platform.

## 11. Non-Solicitation; Non-Circumvent

- (a) **Non-Solicitation.** To the fullest extent permitted under applicable law, for the Term and for eighteen (18) months following the expiration or earlier termination of this Agreement for any reason, each Party agrees that, it shall not, directly or indirectly, solicit or hire any of the other Party's Representatives whom the other Party meets or who becomes known to such Party during, or as a result of, the Services. The foregoing provision will not prevent either Party from conducting generalized solicitations for such Representatives through the use of media advertisements, professional search firms or otherwise not specifically targeted to any of the other Party's Representatives.
- (b) **Non-Circumvent.** Due to this Agreement, Designer may be introduced to or learn of Partners, persons, contacts, entities, customers, distributors, clients, Representatives and consultants of CALA (collectively, "Designated Parties"). To the fullest extent permitted under applicable law, for the Term and for eighteen (18) months following the expiration or earlier termination of this Agreement for any reason, Designer agrees not to circumvent, attempt to circumvent, or permit any other party or person on your behalf to circumvent CALA's relationships and/or agreements with the Designated Parties in any way, manner or form, including without limitation, contacting, calling on, soliciting, consummating transactions, contracts or engagements, or taking away, either directly or indirectly, any Designated Party without the prior written permission of CALA.
- (c) **Remedies.** In the event of any breach of this Section 11, both Parties, in addition to any other remedies at law or in equity that the Parties may have, will be entitled, without the requirement of posting a bond or other security, to seek equitable relief.

## 12. Relationship of Parties

Notwithstanding any provision hereof, Designer is an independent contractor and is not an employee, agent, or joint venturer of CALA and shall not bind nor attempt to bind CALA to any contract. Designer shall not be eligible to participate in any of CALA's benefit plans, fringe benefit programs, group insurance arrangements or similar programs. CALA shall not provide workers' compensation, disability insurance, Social Security or unemployment compensation coverage or any other statutory benefit to Designer.

## 13. Miscellaneous

- (a) **Governing Law.** This Agreement shall be governed by the laws of the State of New York, without regard to any conflict of laws provisions or rules (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of New York. The Parties acknowledge and agree that the state and federal courts located in New York, New York shall have the exclusive jurisdiction and venue to adjudicate any controversy or claim arising out of or relating to this Agreement, or the breach thereof. The Parties hereby unconditionally and irrevocably consent to the exercise by such courts of personal jurisdiction over them and each Party waives any objection it might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar or related doctrine. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover reasonable costs and attorneys' fees.
- (b) **Injunctive Relief.** Any breach of Section 7 (Property Rights of Parties) of this Agreement will cause irreparable harm to CALA for which damages would not be an adequate remedy, and therefore, CALA will be entitled to seek injunctive relief with respect thereto in addition to any other remedies.
- (c) **Waiver.** 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. 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.
- (d) **Severability.** In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Furthermore,

in lieu of any such illegal or unenforceable provision hereof, the parties shall add as a part of this Agreement a provision as similar in terms to such illegal or unenforceable provision as may be possible to be legal and enforceable.

- (e) **Entire Agreement.** This Agreement and the Terms of Use, incorporated herein by this reference, represent the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, representations, agreements and undertakings related to the subject matter of this Agreement. This Agreement may be modified by us at any time as described in the introduction of this Agreement. Designer does not have a right to modify this Agreement, except in a written instrument signed by a duly authorized representative of CALA.
- (f) **Assignment.** This Agreement is personal to Designer and Designer shall not have the right or ability to assign, transfer or subcontract any rights or obligations under this Agreement without the written consent of CALA. Any attempt to do so will be null and void and a material breach by Designer of this Agreement. CALA may freely assign this Agreement, in whole or in part, to any third party.
- (g) **Notice.** All notices by Designer under this Agreement shall be in writing and shall be deemed given when personally delivered to CALA, or three (3) days after being sent by US mail, overnight delivery to CALA, 50 Eldridge Street, Floor 2, New York, NY 10002 or email to hi@ca.la. All notices by CALA under this Agreement can be sent to Designer via email associated with the Platform.

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## 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 in-

fringement 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.

## **Copyright and Trademark Notices**

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## **Contact**

You may contact CALA at [hi@ca.la](mailto:hi@ca.la).