

# TERMS OF USE

**Last Updated 09.06.2023**

These Terms of Use (the "Terms") apply to the website <https://www.iana.digital/> and any of the subdomains of it (the "Website") and/or services offered by using the Website. The Website is an official website of IANA Digital Couture House, KVK number 90444825, address Heuvelstraat 177 B 4812PJ Breda Breda Nederland (hereinafter referred as the "Company").

## 1. Definitions and Interpretation

- 1.1 By accessing or using the Website and any services made available through the Website and affiliated websites, if any, (collectively, the "Services"), you ("User" and collectively with others using the Website "Users") agree without any modifications to be bound by these Terms.
- 1.2. The Services are provided by the Company, and the terms "we," "us," and "our" refer to this legal entity. The Company may change the scope of the Services or stop providing Services in entirety at any time.
- 1.3. These Terms affect your legal rights and obligations, including your right to file a lawsuit in court. If you do not agree to be bound by these Terms, do not access or use the Services.
- 1.4. The information made available on our Website may be altered or removed at any time without prior notice. Company reserves the right to change or modify the terms and conditions contained in these Terms, including but not limited to any policy or guideline of the Website, at any time and from time to time at its sole discretion without your prior consent. We will provide notice that a change has been made to these Terms by posting the revised Terms to the Website and changing the "Last Revised" date at the top of the Terms, .
- 1.5. Subject to applicable law, the method of notification will be left to the Company's sole discretion. Using a particular form of notice in some instances does not obligate us to use the same form in other instances, unless the Company is duty bound to do so under any applicable law. Any changes or modifications will be effective immediately upon posting the revisions on the Website or at the instant that Company transmits the information to the Users (e.g. via email). These changes will apply at that instant to all then current and subsequent users of the Website. Your continued use of this Website acts as acceptance of such changes or modifications. If you do not agree to the Terms in effect when you access or use the Website, you must stop using it.

## 2. Preamble

- 2.1. Company provides the Services related to creating and selling digital assets such as 3D models of fashion garments and accessories, AR filters, digital materials (as



digital files or NFTs); providing consultancy for fashion brands and digital fashion enthusiasts on entering digital fashion business..

- 2.2. You agree to use the Services only for the purposes that are permitted by the Terms and any applicable laws, regulations or generally accepted practices or guidelines in the relevant jurisdictions.

### **3. Age and Legal Capacity Restrictions**

- 3.1. Persons under the age of 18 should use this Website only with the supervision of an adult. Payment Information must be provided by or with the permission of an adult.
- 3.2. Persons with limited legal capacity (those, who were deprived of certain rights by the court's decision) should use this Website only with the supervision of a supervisor/guardian. Payment Information must be provided by or with the permission of a supervisor/guardian.

### **4. Intellectual Property**

- 4.1. All information, data and content of a graphic nature, any other subject matter recognized as intellectual property under any applicable laws available on our Website is the property of the Company and its related entities and affiliates.
- 4.2. You may not copy, duplicate, print or circulate the information of this Website without our prior written consent.
- 4.3. Company grants you a non-exclusive, perpetual and non-transferable license to use the Website, solely for the purposes indicated herein and you shall have no right to resell or otherwise distribute any content of the Website.

### **5. Confidentiality Of The Transmission Of Information Over The Internet**

The transmission of data or information over the Internet or other publicly accessible networks may not always be secure and is subject to possible loss, interception, or alteration while in transit. Accordingly, Company does not assume any liability for any loss or damage you may experience or costs you may incur as a result of any transmissions over the Internet or other publicly accessible networks, including but not limited to transmissions involving the Website or email with Company containing your personal information while using an unsecure network. While Company will make all commercially reasonable efforts to safeguard the privacy of the information you provide to Company and will treat such information in accordance with Company's Privacy Policy, in no event will the information you provide to Company online be deemed to be, confidential, create any fiduciary obligations for Company, or result in any liability for Company in the event that such information is accessed by third parties without Company's consent while you use an unsecure network.

Company may disclose, upon acquiring prior consent from the client, to third parties the fact that you are a client of the Company, the general nature of the Service in which the Company has assisted you. Additional information on the Services supplied to you may be disclosed by the Company without your consent, if such information has entered the public domain before disclosure by the Company. The Company may use your trademark or logo in conjunction with permitted provision of information.

## **6. Limited License**

Company grants you a limited, nonexclusive, non-transferable license, subject to these Terms, to access and use the Website, and the content, materials, information, and functionality available in connection therewith (collectively, the "Content") solely for information or other approved purposes as expressly permitted by Company from time to time.

Any other use of the Website or Content is expressly prohibited. You will not copy, transmit, distribute, sell, resell, license, decompile, reverse engineer, disassemble, modify, publish, participate in the transfer or sale of, create derivative works from, perform, display, incorporate into another website, or in any other way exploit any of the Content or any derivative works thereof, in whole or in part for commercial or non-commercial purposes. Without limiting the foregoing, you will not frame or display the Website or Content (or any portion thereof) as part of any other website or any other work of authorship without the prior written permission of the Company.

If you violate any portion of these Terms, your permission to access and use the Website may be suspended and/or terminated immediately pursuant to these Terms. In addition, we reserve the right to avail ourselves of all remedies available at law for any such violation. "IANA Digital Couture House", and all logos related to the Services or displayed on the Website are either trademarks or registered marks of the Company. You may not copy, imitate or use them without Company's prior written consent.

You will not, nor will you authorize or encourage any third party to (i) use the Services to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by Company; (ii) use any robot, spider, other automated devices, or manual process to monitor or copy any content from the Services.

## **7. Third-Party Content**

The Company, its affiliates, and its Users may provide third party content on the Website and may provide links to web pages and content that are not owned or controlled by Company (collectively the "Third Party Content") as a service to



those interested in this information. Company does not control, endorse, or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including but not limited to its accuracy or completeness. You acknowledge and agree that the Company is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third-Party Content. You acknowledge that your use of such Third Party Content is at your own risk. Your business dealings or correspondence with, or participation in promotions of, any third parties, and any terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between you and such third parties. Company is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such Third Party Content on the Website.

## **8. Services, Pricing and Availability**

- 8.1 Whilst every effort has been made to ensure that all general descriptions of Services are available and correspond to the actual Services that will be provided to you, We are not responsible for any variations from these descriptions as the exact nature of the Services may vary depending on your individual requirements and circumstances. This does not exclude Our liability for mistakes due to negligence on Our part and refers only to variations of the correct Services, not different Services altogether.
- 8.2 Where appropriate, you may be required to select the required Plan of Services.
- 8.3 We neither represent nor warrant that such Services will be available at all times and cannot necessarily confirm availability until confirming your Order. Availability indications are not provided on the Website.
- 8.4 All pricing information on the Website is correct at the time of going online. We reserve the right to change prices and alter or remove any special offers from time to time and as necessary.
- 8.5 In the event that prices are changed during the period between an order being placed for Services and Us processing that order and taking payment, then the price that was valid at the time of the order shall be used.

## **9. Orders and Provision of Services**

- 9.1 Advertisements of goods and services provided by the Company on its Website constitute a public offer. By placing an order you accept the public offer.
- 9.2 Order confirmations will be sent to you before the Services begin and shall contain the following information:
  - 9.2.1 Confirmation of the Services ordered including full details of the main

characteristics of those Services;

9.2.2 Fully itemized pricing for the Services ordered including, where appropriate, taxes, delivery and other additional charges;

9.2.3 Relevant times and dates for the provision of the Services;

9.2.4 User credentials and relevant information for accessing those Services.

9.3 If We, for any reason, do not accept your order, no payment shall be taken under normal circumstances. In any event, any sums paid by you in relation to that order will be refunded within 14 calendar days.

9.4 Payment for the Services shall be taken via your chosen payment method immediately for an instant purchase of Services..

9.5 We aim to fulfill your Order within 2-3 working days or if not, within a reasonable period following your Order, unless there are exceptional circumstances. If we cannot fulfill your Order within a reasonable period, we will inform you at the time you place the Order by a note on the relevant web page or by contacting you directly after you place your Order. Under normal circumstances, you will be granted immediate access to the digital products (courses) after the payment has been processed.

9.6 Company shall use all Our reasonable endeavours to provide the Services with reasonable skill and care, commensurate with best trade practice.

9.7 In the event that Services are provided that are not in conformity with your order and thus incorrect, you should contact Us immediately to inform Us of the mistake. We will ensure that any necessary corrections are made within five (5) working days.

Additional terms and conditions may apply to the provision of certain Services. You will be asked to read and confirm your acceptance of any such terms and conditions when completing your Order.

## **10.Cancellation of Orders and Services**

10.1 We want you to be completely satisfied with the Products or Services you order from the Company. If you need to speak to us about your Order, then please contact customer care by email or write to us at our address. We provide Services, which are available for screening and downloading immediately after the payment is processed. Therefore, you cannot cancel your order anymore if you started consuming the content or downloaded it. By watching or downloading the digital content, you agree that the order is not subject to cancellation anymore.

## **11. Privacy**

- 11.1 Use of the Website is also governed by Our Privacy Policy which is incorporated into these Terms by this reference.

## **12. How We Use Your Personal Information (Data Protection)**

- 12.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the GDPR and Directive on privacy and electronic communications.
- 12.2 We may use your personal information to:
- 12.2.1 Provide Our Services to you;
  - 12.2.2 Process your payment for the Services; and
  - 12.2.3 Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.
- 12.3 We will not pass on your personal information to any other third parties without first obtaining your express permission.

## **13. Disclaimers**

- 3.1 We make no warranty or representation that the Website will meet your requirements, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Goods or Services.
- 13.2 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.
- 13.3 Whilst We use reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

## **14. Changes to the Facilities and these Terms**

- 14.1 We reserve the right to change the Website, its Content or these Terms at any time. You will receive an update about any implemented changes. You will be bound by any changes to the Terms from the first time you use the Website following the changes. If We are required to make any changes to these Terms by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

## **15. Availability of the Website**

- 15.1 The Website is provided "as is" and on an "as available" basis, uses industry best practices to provide a high uptime, including a fault-tolerant architecture hosted in cloud servers. We give no warranty that the Website or Facilities will be free of defects and / or faults and we do not provide any kind of refund for outages. We provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and desired outcome after the course completion. We provide material for learning and acquiring skills. The outcome remains individual and may vary depending on various circumstances.
- 15.2 We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, internet speed, power failure, natural events, acts of war or legal restrictions and censorship.

## **16. Applicable Law And Jurisdiction**

- 16.1. You understand and accept that the relationship between you and Company shall be governed in all respects by the laws of The Netherlands.
- 16.2 If any provision of these Terms is held to be invalid, void due to contradicting law or for any reason unenforceable, such provisions shall be struck out and shall not affect the validity and enforceability of the remaining provisions.
- 16.3 Any disputes arising out of this Agreement shall be settled in the relevant local court pursuant to the laws of The Netherlands.

## **17. Limitation Of Liability**

- 17.1 Company does not assume any liability for damages or losses related to the Website, including the use of any information made available on the Website. The Company also shall not be held liable for the content of hyperlinks to Websites of third parties.

## **18. Communication**

- 18.1. You agree and acknowledge that all agreements, notices, disclosures and other communications that Company provides pursuant to these Terms, may be provided in electronic form.
- 18.2. If you have any questions regarding these Terms, you are welcome to contact us by email at [ianavanaken@gmail.com](mailto:ianavanaken@gmail.com).