

STYLESENSE TERMS OF SERVICE

“StyleSense AI,” operated by StyleScan AI LLC

Last Revised: Dec 09, 2025

Welcome to the Terms of Service (“Terms”) for the StyleSense AI website (the “Website”) and the StyleSense mobile application (the “App”), operated by StyleScan AI LLC (“StyleSense,” “Company,” “we,” “our,” or “us”). The Website, the App, and all related tools, features, AI systems, and functionalities made available through them are collectively referred to as the “Services.”

These Terms govern your access to and use of the Services. Please read them carefully. By using or accessing the Services, you agree to be bound by these Terms. If you do not understand or agree to these Terms, do not use the Services.

For purposes of these Terms, “you” and “your” refers to the individual user of the Services. If you are using the Services on behalf of a company or other entity, “you” includes both you and that entity, and you represent that you are authorized to bind that entity to these Terms.

IMPORTANT NOTICE REGARDING ARBITRATION

SECTION 9 CONTAINS AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.

BY AGREEING TO THESE TERMS, YOU AGREE (A) TO RESOLVE ALL DISPUTES (WITH LIMITED EXCEPTION) RELATED TO THE COMPANY’S SERVICES AND/OR PRODUCTS THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS, AS SET FORTH BELOW. YOU HAVE THE RIGHT TO OPT OUT OF THE ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER AS EXPLAINED IN SECTION 9.

1. WHO MAY USE THE SERVICES

Children under 13 are not permitted to use the Services.

Users between 13 and the age of majority of the country they reside may use the Services only if a parent or legal guardian reviews and accepts these Terms on their behalf.

By using the Services, you represent and warrant that you meet these age requirements and that you are not barred from using the Services under any applicable laws in your country or region.

2. THE SERVICES

StyleSense provides digital tools that allow users to generate personalized AI-based mannequins (“Your Avatar”), visualize garments, and build lookbooks or outfit combinations.

You may upload photos, add measurements, or paste links to apparel items to generate style previews or 3D mannequin outputs.

You agree **not** to upload photos, links, or material that you do not have the legal right to use.

StyleSense does not guarantee the accuracy of any fit predictions, 2D/3D representations, garment simulations, or styling recommendations.

3. USER ACCOUNTS AND SUBSCRIPTIONS

3.1 Creating and Safeguarding Your Account

To use certain of the Services, you need to create an account or link another account, such as your Apple or Google account (“Account”). You agree to provide us with accurate, complete, and updated information for your Account. You are solely responsible for any activity on your Account and for maintaining the confidentiality and security of your password. We are not liable for any acts or omissions by you in connection with 1 your Account. You must immediately notify us at hello@stylescan-ai.co if you know or have any reason to suspect that your Account or password have been stolen, misappropriated or otherwise compromised, or in case of any actual or suspected unauthorized use of your Account. You agree not to create any Account if we have previously removed your, or we previously banned you from any of our Services, unless we provide written consent otherwise.

Notify us immediately at **hello@stylescan-ai.co** if you suspect unauthorized access.

We may suspend or terminate accounts if you violate these Terms or if you previously had an account removed or banned.

3.2 Subscription Payments

If you purchase a paid version of the Services, you agree to pay all applicable subscription fees and taxes in U.S. Dollars. Failure to pay these fees and taxes will result in the termination of your access to the paid Services. We reserve the right to change our subscription plans or adjust pricing for the Services in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise provided in these Terms, any price changes or changes to your subscription plan will take effect following reasonable notice to you. All subscriptions are payable in accordance with payment terms in effect at the time the subscription becomes payable. Payment can be made by credit card, debit card, or other means that we may make available. Subscriptions will not be processed until payment has been received in full, and any holds on your account by any other payment processor are solely your responsibility.

3.3 Subscription Renewals and Cancellations

Subscriptions automatically renew at the frequency shown at purchase (typically monthly).

Your payment method will be charged at the start of each renewal period.

To avoid being charged for the next cycle, you must cancel at least **Twenty-Four (24) hours before** the renewal date in the App by selecting your account profile and selecting “subscriptions” to manage subscription type and billing.

3.4 No Refunds

Except where required by law, all subscription payments are **nonrefundable**, and no credits are issued for partial periods.

After cancellation, you retain access through the end of the paid term.

3.5 Promotional Codes

We may offer certain promotional codes, referral codes, discount codes, coupon codes or similar offers (“Promotional Codes”) that may be redeemed for discounts on subscriptions, or other features or benefits related to the Services, subject to any additional terms that the Company establishes. You agree that Promotional Codes: (a) must be used in a lawful manner, (b) must be used for the intended audience and purpose, (c) may not be duplicated, sold or transferred in any manner, or made available by you to the general public (whether posted to a public forum, coupon collecting service, or otherwise), unless expressly permitted by the Company, (d) may be disabled or have additional conditions applied to them by the Company at any time for any reason without liability to the Company, (e) may only be used pursuant to the specific terms that the Company establishes for such Promotional Code, (f) are not valid for cash or other credits or points, and (g) may expire prior to your use.

4. PRIVACY POLICY

Our Privacy Policy describes how we handle the information you provide to us when you use the Services. For an explanation of our privacy practices, please visit our Privacy Policy located at: <https://stylesense.co/privacy>

5. RIGHTS WE GRANT YOU

5.1 License to Use the Services for Personal Accounts

Subject to your compliance with these Terms, the Company grants you a limited, non exclusive, non transferable, non sublicensable license to access and use the Services for your personal, non commercial use only.

This license is granted solely to enable you to access and use the Services as provided by the Company. You may not use the Services for commercial purposes unless expressly authorized by the Company in writing or through a designated business or creator account.

The Company may update, modify, suspend, or discontinue any portion of the Services at any time, with or without notice.

5.1.2 License to Use the Services for Business & Creator Accounts

Subject to your compliance with these Terms and any additional agreements applicable to business or creator accounts, the Company grants you a limited, non exclusive, non transferable, non sublicensable license to access and use the Services for commercial purposes.

This includes the right to upload, host, manage, display, and distribute content, products, or brand materials through the Services solely in connection with your authorized business or creator activities on the platform.

Nothing in these Terms transfers ownership of the Services or any Company owned software, technology, or intellectual property to you. All rights not expressly granted are reserved by the Company.

The Company reserves the right to impose additional requirements, limitations, or fees on business or creator accounts and to modify or terminate access to the Services at its discretion.

5.1.3 Service Availability & Modifications

Your access to and use of the Services may be interrupted from time to time due to maintenance, updates, technical issues, or other operational reasons.

The Company may update, modify, suspend, or discontinue any portion of the Services at any time, including features available to personal, business, or creator accounts, without liability to you.

5.2 Restrictions on Use

You may not do any of the following in connection with your use of the Services, unless applicable laws or regulations prohibit these restrictions, or you have our written permission to do so:

- (a) copy, modify, distribute, or sell any part of the Services
 - (b) reverse-engineer or attempt to extract source code
 - (c) remove or alter trademarks, logos, or proprietary notices
 - (d) use bots, scrapers, or automated tools
 - (e) exploit the Services commercially
 - (f) interfere with or overload the platform
 - (g) access accounts or systems without authorization
 - (h) introduce viruses or harmful code
 - (i) upload content that is illegal, obscene, defamatory, hateful, or violates privacy rights
 - (j) violate any applicable law
 - (k) use the Services in any way not expressly permitted in these Terms
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5.3 Mobile App Requirements

You are responsible for providing the mobile device, wireless service plan, software, Internet connections and/or other equipment or services that you need to download, install and use the App. We do not guarantee that the App can be accessed and used on any particular device or with any particular service plan. We do not guarantee that the App or will be available in any particular geographic location. As part of the Services and to update you regarding the status of deliveries, you may receive push notifications, local client

notifications, text messages, picture messages, alerts, emails or other types of messages directly sent to you in connection with the App ("Push Messages"). You acknowledge that, when you use the App, your wireless service provider may charge you fees for data, text messaging and/or other wireless access, including in connection with Push Messages. You have control over the Push Messages settings and can opt in or out of these Push Messages through the Services or through your mobile device's operating system (with the possible exception of infrequent, important service announcements and administrative messages). Please check with your wireless service provider to determine what fees apply to your access to and use of the App, including your receipt of Push Messages from the Company. You are solely responsible for any fee, cost or expense that you incur to download, install and/or use the App on your mobile device, including for your receipt of push messages from the Company.

5.4 Apple App Store Terms

The following terms and conditions apply to you only if you are using the App from the Apple App Store. To the extent the other terms and conditions of these Terms are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to your use of the App from the Apple App Store. You acknowledge and agree 4 that these Terms are solely between you and the Company, not Apple, and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the App Store's applicable terms of use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms. You and the Company acknowledge that Apple is not responsible for addressing any claims of yours or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims, (b) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation. You and the Company acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property

infringement claim to the extent required by these Terms. You must comply with applicable third-party terms of agreement when using the App. You and the Company acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as they relate to your use of the App, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

5.5 Beta Features

StyleSense, from time to time, may, in our sole discretion, include certain test or beta features or products in the Services ("Beta Offerings") as we may designate from time to time. Your use of any Beta Offering is completely voluntary. The Beta Offerings are provided on an "as is" basis and may contain errors, defects, bugs, or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. You acknowledge and agree that all use of any Beta Offering is at your sole risk. You agree that once you use a Beta Offering, your content or data may be affected such that you may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Offering back to the prior non-beta version. If we provide you any Beta Offerings on a closed beta or confidential basis, we will notify you of such as part of your use of the Beta Offerings. For any such confidential Beta Offerings, you agree to not disclose, divulge, display, or otherwise make available any of the Beta Offerings without our prior written consent.

6. OWNERSHIP AND CONTENT

6.1 Ownership of the Services

The Services, including their "look and feel" (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that the Company and/or its licensors own all right, title and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and

our licensors reserve all rights in connection with the Services and its content (other than Your Content), including, without limitation, the exclusive right to create derivative works.

6.2 Trademarks

“StyleSense AI,” “StyleSense”, company logo, and all related names, logos, product and service names, slogans, designs, and branding are trademarks and owned by StyleScan AI LLC or its affiliates or licensors. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

6.3 Feedback

We welcome feedback, comments and suggestions for improvements to the Services (“Feedback”). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of the Company, and the Company may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Company any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

6.4 Your Content License

In connection with your use of the Services, you may be able to post, upload, or submit content to be made available through the Services (“Your Content”). In order to operate the Service, we must obtain from you certain license rights in Your Content so that actions we take in operating the Service are not considered legal violations. Accordingly, by using the Service and uploading Your Content, you grant us a license to access, use, host, cache, store, reproduce, transmit, display, publish, distribute, and modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices)

Your Content but solely as required to be able to operate and provide the Services. You agree that these rights and licenses are royalty free, transferable, sub-licensable, worldwide and irrevocable (for so long as Your Content is stored with us), and include a right for us to make Your Content available to, and pass these rights along to, others with whom we have contractual relationships related to the provision of the Services, solely for the purpose of providing such Services, and to otherwise permit access to or disclose Your Content to third parties if we determine such access is necessary to comply with our legal obligations. As part of the foregoing license grant you agree that the other users of the Services shall have the right to comment on and/or tag Your Content and/or to use, publish, display, modify or include a copy of Your Content as part of their own use of the Services; except that the foregoing shall not apply to any of Your Content that you post privately for non public display on the Services. To the fullest extent permitted by applicable law, the Company reserves the right, and has absolute discretion, to remove, screen, edit, or delete any of Your Content at any time, for any reason, and without notice. By posting or submitting Your Content through the Services, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for Your Content. You agree that Your Content will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

6.5 User Responsibility for Third-Party Links & Content

Users may input links, images, or content from third-party websites into the Services. By doing so, you represent and warrant that you have all rights, permissions, licenses, and authority necessary to submit, use, upload, or reference such content within the Services.

You are solely responsible for any third-party content you provide, including links to product pages, images, descriptions, or other materials owned by brands, designers, or retailers. StyleSense does not verify, control, or guarantee the accuracy, legality, or ownership of any third-party content that you input or upload.

You agree that StyleSense is **not liable** for:

- any use of third-party content you submit
- any intellectual property claims arising from the content you upload or link
- any disputes between you and the owners of such content
- any scraping or retrieval performed based on links you provide

By submitting third-party content, you agree to **indemnify and hold StyleSense harmless** from any claims, damages, losses, liabilities, or legal actions brought by brands, designers,

retailers, copyright owners, or any other parties arising out of your submission or use of such content.

StyleSense does not claim ownership over third-party content and does not grant you any rights to use such content beyond personal, non-commercial use within the Services.

7. THIRD-PARTY SERVICES AND MATERIALS

Certain Services may display, include or make available content, data, information, applications or materials from third parties (“Third-Party Materials”) or provide links to certain third-party websites. By using the Services, you acknowledge and agree that the Company is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third-Party Materials or third-party websites, or for any other materials, products, or services of third parties. Third-Party Materials and links to other websites are provided solely as a convenience to you.

8. DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION

8.1 Disclaimers

- (a) WHILE WE WILL TRY TO MAKE YOUR AVATAR, THE AVATAR RENDITION OF ANY CLOTHING ITEMS YOUR AVATAR TRIES ON (“AVATAR CLOTHING”), AND THE FIT OF ANY AVATAR CLOTHING ON YOUR AVATAR LOOK ACCURATE, WE DO NOT GUARANTEE OR WARRANT AS TO ANY SUCH ACCURACY, AND WILL NOT BE LIABLE FOR ANY CLAIMS

THAT THE FOREGOING ARE INACCURATE OR THAT THEY ARE MISREPRESENTATIONS OF YOU OR THE APPLICABLE APPAREL ITEM.

- (b) YOUR ACCESS TO AND USE OF THE SERVICES ARE AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY, ITS PARENTS, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS AND LICENSORS (THE “COMPANY ENTITIES”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT. The Company Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Services, (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, (c) the operation or compatibility with any other application or any particular system or device, (d) whether the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis, and (e) the deletion of, or the failure to store or transmit, Your Content and other communications maintained by the Services. No advice or information, whether oral or written, obtained from the Company Entities or through the Services, will create any warranty or representation not expressly made herein.
- (c) THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING THE STATE OF NEW JERSEY, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES AS SET FORTH IN SECTION 8.2 BELOW. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.
- (d) THE COMPANY ENTITIES TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES.

- (e) YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH THE COMPANY ENTITIES WILL BE RESPONSIBLE FOR.
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8.2 Limitations of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, 7 CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES. THE COMPANY ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE AMOUNT YOU PAID THE COMPANY ENTITIES FOR THE SERVICES, IF ANY, IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8.3 Indemnification

By entering into these Terms and accessing or using the Services, you agree that you shall defend, indemnify and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company Entities arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation, (b) your violation of any rights of any third party, (c) your misuse of the Services, (d) Your Content, or (e) your negligence or wilful misconduct. If you are obligated to indemnify any Company Entity hereunder, then you agree that Company (or, at its discretion, the applicable Company Entity)

will have the right, in its sole discretion, to control any action or proceeding and to determine whether Company wishes to settle, and if so, on what terms, and you agree to fully cooperate with Company in the defense or settlement of such claim.

9. ARBITRATION AND CLASS ACTION WAIVER.

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

9.1 Informal Resolution Required

You and the Company agree that in the event of any dispute, either party will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action, after first allowing the receiving party thirty (30) days in which to respond. Both you and the Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

9.2 Arbitration Agreement & Class Action Waiver

After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, “Claim”) relating in any way to the Company’s services and/or products, including the Services, and any use or access or lack of access thereto, will be resolved by arbitration, including threshold questions of arbitrability of the Claim. You and the Company agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the “**JAMS Rules**”) then in effect (those rules are deemed to be incorporated by 8 reference into this section, and as of the date of these Terms). Because your contract with the Company, these Terms, and this Arbitration Agreement concern interstate commerce, the

Federal Arbitration Act (“FAA”) governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit. **Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under these Terms will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to these Terms, you and the Company are each waiving the right to trial by jury or to participate in a class action or class arbitration.**

9.3 Exceptions

Notwithstanding the foregoing arbitration requirements, you and **StyleSense AI, operating by StyleScan AI LLC** agree that the following types of disputes will be resolved in a court of proper jurisdiction:

- (a) Disputes or claims within the jurisdiction of a small claims court, consistent with its dollar limits and procedures, as long as the claim is brought and maintained on an individual basis and not as a class, representative, or consolidated action.
- (b) Disputes or claims where the sole form of relief sought is injunctive relief (including public injunctive relief).
- (c) Intellectual property disputes, including alleged copyright infringements, trademark disputes, and misappropriation of proprietary content or technology.

9.4 Cost of Arbitration

Payment of all filing fees, administrative fees, and arbitrator costs will be governed by the **JAMS Rules**, except that:

If you demonstrate that the arbitration costs you must pay under the JAMS Rules would be prohibitively more expensive than a court proceeding, **StyleSense AI, operated by StyleScan AI LLC** will pay the amount of such fees and expenses the arbitrator determines necessary to prevent the arbitration from becoming prohibitively expensive (subject to potential reimbursement as noted below).

Fees and costs may be awarded as allowed by applicable law.

If the arbitrator determines that the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by Federal Rule of Civil Procedure 11(b)), then the payment of fees will follow the JAMS Rules. In that case, **you agree to reimburse StyleSense AI, operated by StyleScan AI LLC** for any arbitration fees and costs the company already paid on your behalf that you would otherwise be obligated to pay.

If you prevail in arbitration but receive an award that is less than the last written settlement offer made by StyleSense AI before the arbitrator was appointed, **StyleSense AI, operated by StyleScan AI LLC** will pay you the amount of that settlement offer.

The arbitrator may issue rulings on fee payment and reimbursement at any time during the arbitration, including upon request made within fourteen 14 days of the arbitrator's ruling on the merits.

9.5 Opt-Out

You have the right to opt-out and not be bound by the arbitration provisions set forth in these Terms within **30 days of first using the Services** by emailing: hello@stylescan-ai.co

The notice must be sent to the Company within thirty (30) days of your first registering to use the Services or agreeing to these Terms; otherwise, you shall be bound to arbitrate disputes on a non-class basis in accordance with these Terms. If you opt out of only the arbitration provisions, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. If you opt-out of these arbitration provisions, the Company also will not be bound by them.

9.6 Batch Arbitration

To increase the efficiency of administering and resolving arbitrations, you and **StyleSense AI, operated by StyleScan AI LLC** agree that if one hundred 100 or more individual arbitration demands of a substantially similar nature are filed against StyleSense AI, operated by StyleScan AI LLC within a thirty 30-day period (or as soon as reasonably possible thereafter),

and those demands are filed by the same law firm, coordinated group of law firms, or organization, the following procedure shall apply:

(a) JAMS shall group such arbitration demands into batches of up to one hundred 100 claims each, plus a final batch consisting of any remaining claims fewer than 100.

(b) JAMS shall appoint **one arbitrator** to each batch.

(c) Each batch shall proceed as a single consolidated arbitration for procedural purposes, including:

- one set of filing and administrative fees per side per batch,
- one procedural calendar,
- one hearing if any, and
- one final award for the entire batch.

Claims are considered “**substantially similar**” if they arise from or relate to the same event, factual scenario, alleged practice, or legal theory, and seek similar forms of relief.

If the parties disagree about whether the Batch Arbitration process applies, the dispute shall be submitted to JAMS, which will appoint an **Administrative Arbitrator** to resolve the issue. The Administrative Arbitrator’s fees shall be paid by **StyleSense AI, operated by StyleScan AI LLC**.

You and StyleSense AI, operated by StyleScan AI LLC, agree to cooperate in good faith with JAMS to implement the Batch Arbitration process, including using best efforts to reduce the time and cost of arbitration. This may include appointment of a discovery special master or adopting an expedited schedule.

This Batch Arbitration procedure does not authorize class arbitration, collective arbitration, mass arbitration, or consolidated arbitration beyond what is expressly described in this section. Each claim will remain an individual claim.

9.7 Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE COMPANY EACH AGREE THAT ANY PROCEEDING TO RESOLVE ANY DISPUTE, CLAIM, OR CONTROVERSY WILL BE BROUGHT AND CONDUCTED ONLY IN THE RESPECTIVE PARTY’S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING (“CLASS ACTION”).

YOU AND THE COMPANY AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. YOU AND THE COMPANY EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. IF THE DISPUTE IS SUBJECT TO ARBITRATION, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. FURTHER, YOU AND THE COMPANY AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. For the avoidance of doubt, however, you can seek public injunctive relief to the extent authorized by law and consistent with the Exceptions clause above. IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. If a court decides that the limitations of this paragraph are deemed invalid or 10 unenforceable, any putative class, private attorney general, or consolidated.

10. ADDITIONAL PROVISIONS

10.1 SMS Messaging

Certain portions of the Services may allow us to contact you via telephone or text messages. You agree that the Company may contact you via telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with your use of the Services, including for marketing purposes. You also understand that you may opt out of receiving text messages from us at any time, either by replying on our text message correspondence with the word "STOP" using the mobile device that is receiving the messages, or by contacting hello@stylescan-ai.co . If you do not choose to opt out, we may contact you as outlined in our Privacy Policy.

10.2 Updates to Terms

We may update these Terms from time to time. When we do, we will revise the “Last Updated” date at the top of the Terms. If changes are material, we will use reasonable efforts to notify you, such as by email or by posting a prominent notice within the Services.

It is your responsibility to review the Terms periodically. Continued use of the Services after updated Terms become effective constitutes acceptance of the revised Terms. No amendment will apply to any dispute for which arbitration has already been initiated prior to the change.

10.3 Termination

If you breach any of the provisions of these Terms, all licenses granted by the Company will terminate automatically. Additionally, the Company may suspend, disable, or delete your Account and/or the Services (or any part of the foregoing) with or without notice, for any or no reason. If the Company deletes your Account for any suspected breach of these Terms by you, you are prohibited from re-registering for the Services under a different name. In the event of Account deletion for any reason, the Company may, but is not obligated to, delete any of Your Content. The Company shall not be responsible for the failure to delete or deletion of Your Content. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by the Company or you. Termination will not limit any of the Company’s other rights or remedies at law or in equity.

10.4 Injunctive Relief

You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages. .

10.7 Export Laws

You agree that you will not export or re-export, directly or indirectly, the Services and/or other information or materials provided by the Company hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a “terrorist supporting” country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.

10.8 Governing Law

These Terms and any dispute, claim, or controversy arising out of or relating to the Services, the Platform, or these Terms shall be governed by and construed in accordance with the laws of the **State of New York**, without regard to its conflict-of-laws principles.

Nothing in these Terms limits or excludes any consumer rights that cannot be waived under applicable mandatory laws of your country or region of residence.

10.9 Miscellaneous

If any provision of these Terms is held to be unlawful or unenforceable, that provision shall be severed and the remaining provisions shall remain in full force and effect. These Terms may be assigned by StyleSense, operated by StyleScan AI LLC without restriction. You may not assign these Terms without prior written consent. Section headings are for convenience only and have no legal effect.

The Services are operated from the United States and are accessible globally. Users accessing the Services from outside the United States do so at their own initiative and are responsible for compliance with local laws.

10.10 How to Contact Us

If you have questions about these Terms or the Services, you may contact us at:

 hello@stylescan-ai.co

11. Copyright Complaints/Takedown Requests

StyleSense respects the intellectual property rights of designers, brands, retailers, and all copyright owners. If you believe that any content available through the Services infringes your copyright or other intellectual property rights, you may submit a notice requesting removal of that content.

Your notice must include the following information:

- Identification of the copyrighted work or rights claimed to be infringed
- Identification of the specific content or link you believe is infringing
- A statement that you have a good faith belief that the use of the material is not authorized by the rights owner, its agent, or the law
- A statement, made under penalty of perjury, that the information in your notice is accurate
- Your name, contact information, and a physical or electronic signature

Send all notices to:

hello@stylescan-ai.co

Upon receipt of a valid notice, StyleSense may remove or disable access to the material in question and may notify the user who submitted the content. StyleSense may also terminate repeat infringers in appropriate circumstances.

Acceptable Use Policy (StyleSense AI)

By using the StyleSense Platform, you agree to comply with the following Acceptable Use Rules. StyleSense AI, operated by StyleScan AI LLC may determine at its sole discretion

whether any content or behavior violates this Policy. We may update this Policy from time to time, and your continued use of the Services constitutes acceptance of any changes.

1. Anti-Discrimination

StyleSense does not permit any use of the Services that discriminates against, harasses, threatens, or harms individuals or groups based on race, ethnicity, national origin, religion, gender, sexual orientation, gender identity, disability, or age.

We may suspend or terminate access to the Services without notice if we determine that your use promotes discrimination, hostility, or violence toward any person or group.

2. Prohibited Content and Conduct

You agree not to upload, submit, create, or use the Services directly or indirectly to produce or distribute content that:

- (a) Creates or encourages physical or mental harm, violence, self-harm, or injury.
 - (b) Harms, sexualizes, grooms, exploits, or depicts any minor (anyone under 18).
 - (c) Is harassing, abusive, defamatory, invasive of privacy, threatening, or hateful.
 - (d) Promotes discrimination or degrades individuals based on protected characteristics.
 - (e) Contains nudity, sexually explicit material, or intimate images without consent.
 - (f) Involves illegal activities, regulated goods, or harmful products.
 - (g) Is fraudulent, deceptive, or intended to mislead users.
 - (h) Violates any intellectual property or proprietary rights.
 - (i) Includes content you do not have authorization to upload (e.g., copyrighted photos
 - (j) protected designs, or proprietary fashion items).
 - (k) Includes false or misleading information, disinformation, or harmful manipulations.
 - (l) Violates any applicable laws or regulations, including those related to privacy, safety, and online conduct.
 - (m) Threatens democratic institutions, public safety, or the integrity of civic processes.
-

3. Photo and Avatar-Related Restrictions

Because StyleSense involves user photos and AI-generated visualizations, you must **not** upload:

- (a) Photos of anyone other than yourself unless you have documented consent.
 - (b) Photos of minors.
 - (c) Images that contain nudity, underwear, lingerie, or sexually suggestive poses.
 - (d) Images taken from designers, models, photographers, or brands without rights.
 - (e) Any content intended to mislead AI systems or impersonate others.
-

4. Misuse of External Website Links

Users are responsible for ensuring they have the right to submit links to garments or product images from other websites.

You may not:

- (a) Upload links that scrape copyrighted content without permission.
- (b) Upload content protected by brand terms of use.
- (c) Use StyleSense to reproduce, redistribute, or replicate designer items in unauthorized ways.

StyleSense is not liable for user-submitted links or content, and you represent that you have the rights to submit anything you upload.

5. Enforcement

StyleSense AI may remove content, restrict functionality, suspend accounts, or permanently terminate access to the Services if we believe a user has violated this Policy.

We reserve the right to report unlawful content or behavior to appropriate authorities.

External Website Content, Brand Material, and Community Sharing

1. Use of External Website Content and Links

When you submit a link to a third-party website, you represent and warrant that you have the legal right to request that StyleSense access, retrieve, display, and transform the content available at that link.

You agree that you will not submit any link that:

- (a) violates the terms of use of the source website
- (b) circumvents technical restrictions (robots.txt, anti-scraping tools, authentication walls)
- (c) contains protected images, brand assets, or copyrighted content you do not have the rights to use

StyleSense retrieves and displays linked content **solely for personal visualization and non-commercial evaluation**, and does not claim ownership of any third-party images, trademarks, or designs. Any display of third-party content on StyleSense is user-initiated and user-directed.

You acknowledge and agree that:

- (a) StyleSense is not affiliated with, endorsed by, or partnered with the brands appearing in user-submitted links
- (b) All intellectual property in third-party images remains the property of the original owner
- (c) Brands may request the removal or blocking of their content from StyleSense at any time

StyleSense may remove or disable access to content submitted through links if we determine (or are notified) that the content violates copyright, trademark, brand policies, or this Agreement.

2. Community-Posted Content and User Designs

StyleSense offers a community space where users may upload, post, share, or display their own designs, looks, images, outfits, AI-generated content, or other creative works ("Community Content").

By posting Community Content, you represent and warrant that:

- you are the owner or rights-holder of the content
- you have all necessary rights and permissions to upload, display, and share the content publicly

- your content does not infringe any copyright, trademark, fashion design right, or proprietary rights of any third party
- your content does not include designer lookbook images, runway photography, brand-owned product photos, or reproductions of protected couture or trademarked silhouettes
- any individuals depicted in your content have given valid consent to be included

StyleSense does not claim ownership over your Community Content. However, by uploading content to the platform, you grant StyleSense AI, operated by StyleScan AI LLC a

non-exclusive, worldwide, royalty-free, sublicensable license to:

- (a) Host
- (b) Store
- (c) Cache
- (d) Display
- (e) Reproduce
- (f) modify for technical formatting
- (g) Transmit
- (h) distribute

— solely for the purpose of operating, promoting, and improving the Services and enabling sharing within the community.

This license continues until you delete your content or your account, except where your content has been shared, saved, reposted, or interacted with by other users.

3. Prohibited Community Content

You may not upload or share Community Content that:

- infringes any third-party copyright, trademark, design right, or fashion IP
- includes counterfeit or replica garments
- closely imitates brand-owned designs, logos, prints, trade dress, or signature elements
- uses images scraped from brand websites, retailer sites, fashion runways, or lookbooks without permission
- depicts minors or sexually suggestive material
- violates privacy, consent, or publicity rights
- is harmful, hateful, harassing, discriminatory, or abusive
- includes misleading, fraudulent, or deceptive material

StyleSense may remove or disable Community Content at any time, with or without notice, at our sole discretion.

4. Brand & Designer Rights and Takedown Requests

StyleSense complies with copyright and trademark laws, including the Digital Millennium Copyright Act (DMCA). Brands, designers, and rights-holders may request removal of content that infringes their rights by submitting a notice to our designated contact.

Upon receiving a valid request, StyleSense may:

- remove the content
- block further uploads of similar material
- notify the user who uploaded the content
- suspend or terminate accounts in cases of repeated violations