

UNIQUE STYLE PLATFORM

ESSENTIAL INSPIRATION FOR CREATIVE MINDS

Unique Style Platform Website Terms & Conditions

Welcome to Unique Style Platform's website at <https://www.uniquestyleplatform.com> ("Website"). Unique Style Platform ("USP", "we" or "us") provides fashion trend forecasting and other services ("Services") to authorised subscribers ("Subscribers" or "you") on the Website. You must read and agree to these terms and conditions before you may use the Website.

The Website is owned and operated by Unique Style Platform Limited, a company established under the laws of England and Wales with registered number 06577552 and having its principal place of business at Studio 2, 143 Mare Street, London E83FW United Kingdom.

1. Introduction

1.1 By using our Website you or the employer or other entity on whose behalf you are entering into this agreement accept these Terms and enter into a legally binding agreement with us. If you do not agree to the Terms, do not use the Website.

1.2 We reserve the right to vary the Terms at any time by posting any updated terms and conditions on the Website. Any amendments to the terms and conditions shall take effect from the date of publication on the Website.

1.3 You are responsible for regularly reviewing the terms and conditions that are published on the Website from time to time and shall be bound by these if you continue to use the Website. If you have any questions at any time in relation to the Terms then please contact us at help@uniquestyleplatform.com.

2. Subscribers

2.1 To register as a Subscriber, you must provide us with accurate information about you (including your current valid email address). You should inform us of any material changes to that information by contacting us at help@uniquestyleplatform.com.

2.2 Each registration is for a single user only. If you wish to sign up for multiple users then please contact us by telephone or at help@uniquestyleplatform.com.

2.3 On registration you shall choose, or will be allocated, your user name and password details ("USP Identity"). You are not entitled to share or give another user access in any way to your USP Identity.

2.4 You shall safeguard your USP Identity at all times and take any and all reasonable steps to prevent unauthorized use of it. If you reasonably believe that your USP Identity has been

stolen, disclosed or being used by another person then you should notify us immediately by emailing us at help@uniquestyleplatform.com.

2.5 You shall be entitled to use the Website in accordance with the subscription package you have ordered and shall not be entitled to change to another subscription package unless we agree to the change in writing.

2.6 You shall also be entitled to use the Website if you are eligible and sign up for a one month trial ("Trial User"). In this case you shall only be entitled to use the Website in accordance with the agreed trial package and these terms and conditions, and your trial shall expire at the end of the trial period.

3. Use of Our Content

3.1 The content within our Website or Services and in any newsletters or other communications sent to you ("Communications") includes but is not limited to any text, photographs, images, designs, artwork and logos ("Content") and belongs to us or our licensors or other copyright holders as applicable.

3.2 You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, commercially exploit or otherwise use our Content in any way except for your own personal use. You also agree not to adapt, alter or create a derivative work from any of our content except for your own personal use. Any other use of our Content requires our prior written permission.

3.3 In particular and without limitation to the above, you shall not without our prior written consent:

- copy any designs, trademarks or other intellectual property relating to any Content on the Website;
- sell or redistribute any of the Content, including but not limited to as part of any library, archive or similar service;
- remove the copyright or trademark notice from any of the Content; or
- create a database in electronic or manual form by downloading and storing all or any of the Content.

3.4 You acknowledge that your use of content licensed to you by a third party licensor itself is governed by the terms and conditions that you enter into with that licensor and is not governed by these Terms.

3.5 We may from time to time provide Communications to you, including our regular newsletter which you shall receive automatically when you subscribe to the Website. If you do not currently receive our Communications, then you shall be entitled to sign up on the Website to receive these at any time. In the event that you wish to cease to receive our Communications then you should notify us by clicking on the "Unsubscribe" link contained in the relevant Communication. You agree that your use of the Content in relation to any Communication that you receive shall be at all times subject to these Terms.

3.6 We regularly update the Website to keep up with the latest fashion and other trends and you acknowledge that any content may be on the Website for a limited period of time. We reserve the right to make changes to the Website at our sole discretion and at any time.

3.7 Comments. Any Website user or third party generated social networking comments (“Comments”) presented on the Website and indicated as such, represent the opinion and are property of the original author only. They do not represent the opinion of USP and USP is not responsible for any use that might be made of information contained in the Comments.

3.8 You agree to use the Website and Content only for lawful purposes, and shall not act in a way that infringe the rights of, or restrict or inhibit anyone else’s use and enjoyment of the Website or Content.

4. Fees and Payment

4.1 In consideration of the fees paid by you in relation to the subscription package that you order, we hereby provide you with a non-exclusive limited access to the Website during the period of your subscription. Access to the Website and any Services is only available once payment has been made in full.

4.2 All fees shown on the Website exclude any applicable taxes unless expressly stated otherwise. You represent and warrant that your name and where applicable the name of employer or other entity on whose behalf you are entering into this agreement, address and country as entered on the invoice billing page are valid and genuine.

4.3 You shall be entitled to order and make payment to us by telephone via credit or debit card or by bank transfer. Please be aware that, in respect of payments by credit or debit card, your credit or debit card issuer agreement governs your use of your designated credit or debit card in connection with any such payment. You must refer to that agreement and not to these Terms regarding your rights and liabilities as a credit or debit card holder.

4.4 If you decide to make a payment via credit or debit card, charges are processed via one of our third party processors, who will process the payment accurately and securely.

4.5 We have the right in our sole discretion and at any time to make any changes to our fees, payments, payment processing and collection methods, including but not limited to changes to our third party payment processors and currencies in which payment may be made.

4.6 You shall pay any sums due to us in the applicable currency without any set-off, deduction, counter-claim and/or any other withholding of monies. Exchange rate differences may apply to payments where applicable.

4.7 Where you elect at the time of sign up to the Website to make periodic subscription payments, you are responsible for any such payments in accordance with these Terms.

4.8 We do not provide refunds unless we consider in our sole discretion that extraordinary circumstances apply. If you believe that you have a legitimate right to any refund then you must contact us in writing at help@uniquestyleplatform.com giving a full explanation of your request. In the event that we issue a refund then this shall be made by crediting the credit or debit card that was used by you to make the purchase. No refunds shall be made by cash or cheque.

4.9 In the event of a charge back occurring from your credit card and being charged back to us, we shall be entitled to immediately terminate your subscription and in addition we may take appropriate legal action to recover any sums due including but not limited to referring any charge backs to third party debt collection agencies.

4.10 For any payment or billing enquiries please contact our Accounts team at help@uniquestyleplatform.com.

5. Intellectual Property

5.1 The trademarks, logos and names displayed on the Website and in our Communications are our or our licensors' registered or unregistered trademarks as applicable. Except where expressly stated to the contrary, nothing on our Website confers any license or right to use any trademark displayed on our Website without the prior written agreement of the owner of the relevant trademark.

5.2 Any Intellectual Property Rights in the Website, Content and in our Communications shall be owned by us, our licensors or other copyright holders (as applicable). Intellectual Property Rights means patents, trade marks, service marks, registered designs, design rights, confidential information, applications for any of the foregoing, copyright, database rights, know-how, unregistered designs, trade or business names and other similar rights or obligations anywhere in the world, whether registered or not and whether capable of registration or not.

5.3 In the event that you consider that your Intellectual Property rights have or are being infringed arising out of any Content contained on the Website or in a Communication then please notify us as soon as possible at help@uniquestyleplatform.com.

5.4 For the avoidance of doubt, your use of content licensed to you by a third party licensor shall not be governed by these Terms but shall be governed by the terms of the license agreement that is provided to you by that licensor.

5.5 If we choose to feature you as a subscriber\user you agree that we may use the name and/or logo of your company for this purpose. We may also use your company and app name and logo in presentations, reports, case studies, marketing materials and similar documentation unless you specify otherwise.

6. Limitation of Liability and Indemnity

6.1 We shall have no liability to you for any and all damages, claims, proceedings, actions, awards, expenses and costs in relation to:

- any unauthorised or unlawful use of Content, information and/or other material received by or submitted to you on the Website or in any Communication that is made available to you
- any links to other third party websites (“Linked Sites”) that the Website may contain. The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site and the products and/or services offered on the Linked Sites nor any changes or updates to a Linked Site. If we provide these links to you then we do so only as a convenience. The inclusion of any link does not imply endorsement or approval by us of the Linked Site or any association with its operators
- the accuracy of any advertising or sponsorship provided by third parties on the Website or in any Communication provided to you nor in respect of its compliance with any applicable laws
- any consequential losses (including but not limited to loss of profits, damage to goodwill, damage to reputation, loss of data, loss of programmes and/or services interruptions); economic and/or other similar losses; and/or special damages and indirect losses;
- any error, omission, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of communications in relation to the Website
- any delay in performance of the Website and/or any other matters to the extent that such events and/or matters are due to any events outside our reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events.

6.2 In any event, our total liability to you under and/or arising in relation to these Terms shall not exceed the amount paid by you to us within the preceding year. You shall provide to us written evidence of any claims for which it is alleged that we are liable together with written details of how any loss was caused by us and the steps you have taken to mitigate the loss (if any) before we consider your claim.

6.3 Nothing in these Terms shall exclude or limit our liability for death or personal injury due to our negligence or any other liability which we are not permitted to exclude or limit as a matter of law.

6.4 You shall indemnify us against any and all losses, damages, awards, costs (including legal costs), claims and any other losses and/or liabilities suffered by us arising from your misuse of the Website or arising from or due to any breach of these Terms by you.

7. Disclaimer

7.1 We do not warrant that the Website and Services, or that any element of the Website and Services, will meet your requirements, purpose and/or expectations, nor that any of the Content on the Website and/or the Communications is accurate or complete and we are under no obligation to verify any such Content.

7.2 The Content, Website, Communications and Services are provided “as is” and on an “is available” basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, accuracy, fitness for a particular purpose, non-infringement, compatibility and security.

7.3 Subscriber’s use of USP’s services and any materials obtained through the use of USP’s services is at its own discretion and risk and Subscriber is solely responsible for any infringement of any intellectual property rights that results from such use.

7.4 We do not provide any warranties in respect of the Website or the results, availability, and/or uninterrupted use of the Website.

7.5 We may occasionally have to perform necessary network maintenance and/or network upgrades during specified time periods (“Scheduled Maintenance Windows”.) In the event of plans to bring down the Website during a Scheduled Maintenance Window we will try to provide reasonable notice to you in advance of the Scheduled Maintenance Window. You should be aware that, at any time, we may perform emergency maintenance as needed to preserve the overall integrity of the Website with no notice and shall not be liable to pay any compensation to you for these activities.

8. Termination

8.1 Annual or other custom packages or agreements may not be cancelled during the period. You shall be entitled to terminate your annual subscription at the end of the subscription period by sending a notice to us at help@uniquestyleplatform.com.

8.2 If you are a Trial User, your access to the Website will terminate at the end of the Trial Period.

8.3 We shall be entitled to suspend or terminate your access to the Website with immediate effect in the event that

- (i) you materially breach any of the provisions contained in the Terms; or
- (ii) cease trading or for any reason cease to own or operate the Website.

8.4 If we terminate your access to the Website we will notify you in writing to the email address you have supplied to us.

8.5 In the event of termination where you have materially breached any of the provisions of these Terms, then any payments made by you to us are non-refundable and any such termination shall not entitle you to a refund of monies paid, except where we otherwise agree in writing.

9. General

9.1 You agree that no joint venture, partnership, employment or agency relationship exists between you and us as a result of this agreement or your use of the Website.

9.2 We may assign or transfer ownership of and benefits of these Terms to a third party at any time without your consent.

9.3 These Terms supplied contain the entire agreement between us and supersede all prior agreements, arrangements and understandings between us.

9.4 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the terms and conditions and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

9.5 No waiver by us of any breach of the terms and conditions shall be considered as a waiver of any subsequent breach of the same provision or any other provision.

9.6 The terms and conditions are governed by and interpreted in accordance with the laws of England and Wales and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.

9.7 Notices to you may be made via either email or regular first class mail. Notices to us shall be made by email to help@uniquestyleplatform.com or by regular mail to the above address. Any notices sent by email shall be deemed to be received on the day they were sent. Any notices sent by regular first class mail shall be deemed to have been delivered 72 hours after posting.

9.8 Headings in these terms and conditions are for ease of reference only and shall not affect their interpretation.

9.9 All third party rights are excluded and no third parties shall have any right to enforce the terms and conditions. This shall not apply to our associated companies who shall have the right to enforce the terms and conditions as if they were us.

Unique Style Platform Limited is registered for VAT in the UK with number 933253240.