

TERMS OF SERVICE

OVERVIEW

Welcome to the Icon AI Corporation (the “**Company**”) website (the “**Website**”). We carry on business under our branded tradename and trademark Icon AI, which you may see referenced throughout the Website. The Website is operated by the Company as a service to you. We are excited about providing our prospective customers with the most unique and enjoyable virtual clothing try-on and shopping online. However, prior to using the Website and other services, you should first read the following terms and conditions. We provide our services to you subject to the following conditions contained herein. If you visit or utilize the Website, you agree to accept these terms and conditions. Please read them carefully. If you do not agree to any of the terms and conditions contained herein, you should not use or access the Website.

Throughout these Terms of Service, the terms “we”, “us” and “our” refer to the Company. We offer the Website, including all information, tools and services available from the Website to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated herein.

By visiting or using our Website and/or purchasing our curated clothing try-on services from us, you engage in our “**Service**” and agree to be bound by the following terms and conditions (“**Terms of Service**”, “**Terms**”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of our Website, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our Website. By accessing or using any part of the Website, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of these Terms of Service, then you may not access the Website or use any Services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the Website shall also be subject to these Terms of Service. You can review the most current version of these Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our Website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes, notwithstanding any prior transaction between you and the Company utilizing this Website.

Our Website is hosted on Microsoft Azure services. They provide us with the online m-commerce platform that allows us to sell our services to you.

SECTION 1 - SERVICE PURCHASE TERMS

1.1 **Agreement.** These Terms of Service specify the Terms and Conditions for access to and the use of the Company's Website and describe the terms and conditions applicable to your access to and use of the Website and our Service.

1.2 **Intended Audience/Age of Majority.** The Website is intended for use by persons who are at least the age of majority in their state or province of residence, or that you are the age of majority in your state or province of residence and have given us your consent to allow any of your minor dependents to use the Website. The Company does not knowingly seek to collect information from children under the age of 13, if such information is discovered, it will be deleted.

1.3 **Improper Use.** You may not use our products or the Service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms, viruses, malware or any code of a destructive nature. A breach or violation of any of the Terms and Conditions will result in an immediate termination of your access to and use of the Services.

1.4 **Only Personal Images.** To us our innovative and curated clothing try-on Service, you represent and warrant that any photos you upload are photos of yourself and not any other person, animal or inanimate object. Any user discovered to be uploaded photos of persons other than the user shall be subject to immediate termination of their access to and use of the Service.

SECTION 2 - GENERAL CONDITIONS

2.1 **Discretion to Terminate Service.** We reserve the right to refuse our Service to anyone for any reason at any time.

2.2 **Transmission of Your Information.** You understand that your information submitted by you to the Website (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

2.3 **Unauthorized Use.** You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the Website through which the Service is provided, without express written permission by us.

2.4 **Headings.** The headings used in the Terms of Service are included for convenience only and will not limit or otherwise affect the Terms of Service contained herein or in any other documents or policies referenced herein.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

3.1 **Accuracy.** We are not responsible if information made available on the Website is not accurate, complete or current. The material on the Website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on the Website is at your own and sole risk.

3.2 **Historical Information.** The Website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the Website at any time, but we have no obligation to update any information on our Website. You agree that it is your responsibility to monitor changes to the Website.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

4.1 **Pricing Changes.** Prices for our Services/products are subject to change without notice.

4.2 **Service Discontinuance or Modification.** We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

4.3 **No Liability for Modifications of Discontinuance.** We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - SERVICES

5.1 **Product Availability.** The Services are available exclusively online through the Website. The Services may have limited quantities for certain options or be available on a first-come first-served basis. The Services are not subject to any refund after they have been performed by the Company.

5.2 **Clothing Display Accuracy.** We have made every effort to display as accurately as possible the colors and images of our curated clothing ensembles that appear on the Website and/or are available for download. We cannot guarantee that your computer monitor's display of any color will be accurate.

5.3 **Limitation of Sales.** We reserve the right, but are not obligated, to limit the sales of our services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We do not sell any products; we provide easy to access links to stores and manufacturers that do sell products displayed as part of your use of our try-on Services. These products are sold by third parties and not by the Company; although the Company does receive compensation from such third-party product sellers for any users of the Service who choose to click on a hyper-link to such third party sellers' sites, based on the person being referred to the third-party seller or based on the total spend of such person with the third-party seller. You do not pay for anything other than our Service, the third party sellers, as part of their affiliate marketing campaigns, will compensate the Company.

5.4 Limitation of Quantities and Changes to Descriptions and Pricing. We reserve the right to limit the quantities of the Services that we offer. All descriptions or generated photographs of products are subject to change at any time without notice, at the Company's sole discretion. We reserve the right to discontinue any Service or component of the Service generally or to a specific customer at any time. Any offer for any Service made on the Website is void where prohibited.

5.5 No Warranty. Any products purchased via a link contained on the Website is a product sold by a third-party. We do not warrant that the quality of any products, information, or other material purchased or obtained by you from third-party sellers will meet your expectations and you should determine whether the seller of such products provides any warranty or offers any return policy. We do not warrant that the Service will meet your expectations or that any errors in the Service will be corrected. The only product warranty or return policies are as specifically provided in the warranty policies and returns policies of the third-party sellers of products, if any.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

6.1 Order Limitations and Account Information. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities of our Services purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

6.2 Provision of Current Account Information. You agree to provide current, complete and accurate purchase and account information for all purchases of our Services made through the Website. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

6.3 Login Information. You are responsible for monitoring the confidentiality of any login information associated with any account you use to access our Service. You are also responsible for all activities (including but not limited to comments and purchases of products) that occur under your account(s).

SECTION 7 - OPTIONAL TOOLS

7.1 Third Party Tools. We may provide you, through the Website, with access to third-party tools over which we neither monitor nor have any control nor input, such as but not limited to, tools to demonstrate (or assist in the demonstration of) the appearance of our products on customers' bodies.

7.2 Tools Provided "As Is". You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and

without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

7.3 Use of Third Party Tools and Risk. Any use by you of optional tools offered through the Website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

7.4 Future Tools. We may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS

8.1 Third Party Content, Services. Certain content, products and services available via our Service may include materials from third-parties.

8.2 Third Party Links. Third-party links on the Website may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

8.3 No Liability for Third Party Websites. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.

8.4 Third Party Websites and Terms and Conditions. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the applicable third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

9.1 Customer Comments. If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, concepts, techniques, questions, know-how, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "**Comments**"), you agree that we may, at any time, without restriction, edit, copy, publish, transmit, disclose, distribute, translate and otherwise use in any medium any Comments (in whole or in part) that you forward to us. We are and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments. We generally do not pre-screen or monitor Comments and by submitting Comments, you acknowledge your Comments will generally not be pre-screened and any response by other third parties to your Comments will likewise not generally be pre-screened. For greater certainty, the Company shall be entitled to use any Comments for any purpose including commercial purposes for the benefit of the Company's business, and no

compensation or accreditation shall be payable or attributable to you if the Company uses such Comments.

9.2 No Confidentiality and Non-Proprietary. Except as provided for in our Privacy Policy, any Comments are and will be considered non-confidential and non-proprietary by you. Any such Comments become our property and, as such, gives us a perpetual, irrevocable world-wide royalty-free exclusive license to reproduce, adapt, translate, publish or publicly distribute such Comments (in whole or in part) as we determine, in our sole discretion.

9.3 Objectionable Comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. We are not responsible for any delay or failure in removing any such objectionable Comments. If you post Comments that we choose to remove (in whole or in part), you hereby consent to such removal (in whole or in part) and waive any claim against us.

9.4 Comment Content. You agree that your Comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your Comments will not contain libelous, degrading, racist, intimidating or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service, the Website or any related website. Your Comments will not contain any type of unauthorized or unsolicited advertising, unless we have approval of same, in advance, in writing. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. We take no responsibility and assume no liability for any Comments posted by you or any third-party.

SECTION 10 – INTELLECTUAL PROPERTY RIGHTS OF THE COMPANY

10.1 Ownership of Content. All content included on this Website is and shall continue to be the property of the Company or its Content (as hereinafter defined) suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such Content or any part of the Website is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any Content by or through your use of the Website.

10.2 Protection of Content and Use of Content. All content included on the Website such as text, graphics, photographs, logos, button icons, images, audio clips and software (“**Content**”), is the property of the Company and is protected by Canadian and international intellectual property laws. You are hereby granted by the Company, a limited, revocable, non-exclusive license to use the Website, the Service and the Content solely as a resource to determine how various items of clothing and accessories look on you and for your personal use; and you may not resell, assign or sublicense the limited rights granted to you to any other party. Any other use of the Content, including but not limited to reproduction, modification, distribution, transmission, display or performance, is strictly prohibited. Derivative works and other unauthorized copying or use of stills, audio, and video footage, including the re-transmittal of downloaded programs, graphics,

and other materials, are expressly prohibited. For greater certainty, the Company does not obtain any ownership in any original photographs submitted by users when using the Service, but the Company does have the exclusive rights to images created by the Company combining a submitted photograph of a user with closing products selected by the Company. While the Company will not utilize such ownership rights for a commercial purpose other than to provide Service to the user, the Company still retains all rights to use or not to use any created images, to the exclusion of the user. Further provided that, notwithstanding the general prohibitions set out in this Section 10, users shall have the limited license to publish for non-commercial use/purposes only, copies of the images generated by use of our Service (on personal and not commercial social media accounts, for example) provided that there shall be no removal, obstruction or covering of a Company watermark, reference, name or logo contained in any downloaded images of the user created using the Service.

10.3 Trademarks and Other Intellectual Property. Certain trademarks, trade names, service marks and logos used or displayed on the Website are registered and unregistered trademarks, trade names and service marks of their respective owners. Nothing contained on the Website grants or should be construed as granting any license or right to use any Content, including but not limited to trademarks, trade names, service marks or logos displayed on the Website, without the advance written permission of the Company or such other owner(s).

10.4 Copyright. The design of the Website, including text, graphics, information, Content, and other material displayed are protected by copyright, trademark and other laws and may not be used except as permitted in these Terms and Conditions without prior written permission by the Company. Any unauthorized use of any such information or materials may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations. If you believe that the Company has posted or displayed content on the Website in violation of your copyright or other intellectual property rights please notify the Company immediately.

SECTION 11 - PERSONAL INFORMATION

11.1 Privacy Policy. Your submission of personal information through the Website is governed by our Privacy Policy. Click here to view our Privacy Policy. A link to our Privacy Policy can also be found on our home page. The Privacy Policy also contains our policy on use of cookies and email notifications.

SECTION 12 - ERRORS, INACCURACIES AND OMISSIONS

12.1 Errors. Occasionally there may be information on our Website or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

12.2 No Obligation to Update. We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing

information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 13 - PROHIBITED USES

13.1 **Prohibited Uses.** In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Website or its Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information (including suggesting that you own clothing shown on your body after using the Service and downloading images showing the user in clothing curated by the Company, without actual purchase of such clothing items); (g) to upload or transmit viruses, malware or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service, the Website or any related website, other websites, or the Internet.

13.2 **Termination for Visitation.** We reserve the right to terminate or suspend your use of the Service or any related website including the Website, for violating any of the prohibited uses.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

14.1 **No Service Warranty.** We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free.

14.2 **No Service Accuracy Guarantee.** We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

14.3 **Service Downtime or Cancellation.** You agree that from time to time we may remove the Service for indefinite periods of time or cancel the service at any time, without notice to you.

14.4 **Risk of Use of Service.** You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and services delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

14.5 **No Liability.** In no case shall the Company, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind,

including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility.

14.6 Sole Remedy. Your sole and exclusive remedy relating to your use of the Website shall be to discontinue using the Website.

14.7 Jurisdictions Where Limitations Not Enforceable. Because some provinces, states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such provinces, states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 15 - INDEMNIFICATION

15.1 Indemnification. You agree to indemnify, defend and hold harmless the Company and our parent corporations, subsidiary corporations, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any and all losses, expenses, damages, costs, claims or demands, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party, or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification pursuant to these Terms of Service. In such event, you agree and covenant to provide us with such cooperation as is reasonably requested by us.

SECTION 16 - SEVERABILITY

16.1 Severability. In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 17 - TERMINATION

17.1 Survival. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms of Service for all purposes.

17.2 Termination. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using the Website. On termination, we will no longer

provide our Service to you; however, given redundancy services and back-up processes, any uploaded images will be retained in our services and will not necessarily be deleted (and/or in the servers the third parties with whom we contract and may not be deleted).

17.3 Termination by Company for Customer Breach. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate the agreement arising from these Terms of Service at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Service (or any part thereof).

SECTION 18 - ENTIRE AGREEMENT

18.1 No Waiver. The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

18.2 Entire Agreement. These Terms of Service and any policies or operating rules posted by us on the Website or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

18.3 No Drafting Bias. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 19 - GOVERNING LAW

19.1 Applicable Law. The Website is controlled by the Company from our offices located in the Province of Ontario, Canada. The Website can be accessed by most countries around the world. As each country has laws that may differ from those applicable in the Province of Ontario, by accessing the Website, you agree that the statutes and laws of the Province of Ontario, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of the Website and the purchase of any of our Services through the Website.

19.2 Attornment. The parties hereto agree to attorn to the non-exclusive jurisdiction of the courts in the Province of Ontario. Any action to enforce the Terms of Service shall be brought in the federal or provincial courts located in the Province of Ontario. You hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

SECTION 20 - CHANGES TO TERMS OF SERVICE

20.1 Changes and Updates. You can review the most current version of the Terms of Service at any time at this page.

20.2 Verifying Updates. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our Website. It is your responsibility to check the Website periodically for changes, notwithstanding any prior transactions you may have completed using the Website and the Service.

20.3 Acceptance of Changes. Your continued use of or access to the Website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 21 - CONTACT INFORMATION

21.1 Questions about the Terms of Service or other documents and policies referred to herein should be sent to us at:

By email – kfockter@iconai.app

By mail – Krisztian Fockter
41 Hillside Drive,
Aurora, Ontario, L4G 6C9
Attention: Customer Inquiries