



FASHNATIC

General standard terms and conditions (GTC)

The following terms and conditions apply to the utilization of the platform fashnatic.com (hereinafter called "platform") by FASHNATIC and for the commercial use of images of fashion bloggers & Instagram users (hereinafter called "blogger").

A. General provisions

A.1 Scope of application

The following terms and conditions exclusively apply for all license agreements. They are valid for all future business relations, even if they are not expressly agreed-upon again. They are acknowledged by registering to the use of this platform.

A.2 Participation in the platform

1. The registration is free of charge. It takes place by opening an account under agreement to these GTS's. A contract (hereinafter called "license agreement") on the use of the platform is concluded between FASHNATIC and the blogger with registration and the confirmation by FASHNATIC.
2. Only a natural person of full legal capacity may register.
3. The data requested by FASHNATIC for registration must be declared completely and accurately. If any changes of the provided data occur after the registration, the blogger is obliged to correct the data in their account towards FASHNATIC promptly.
4. The blogger provides a valid email address and a password upon registration. The member must keep his password secret. FASHNATIC will not disclose the password to third parties.
5. An account is non-transferable.
6. FASHNATIC reserves the right to cancel the account if the registration is not completely carried out within six months.

A.3 Subject matter of the contract and conclusion of contract

1. If FASHNATIC concludes separate license agreements with the blogger it is done with the inclusion of these terms and conditions.
2. The blogger entitles FASHNATIC to use images from his blog and Instagram account. FASHNATIC publishes the images provided by the blogger on the platform. The images will be recreated with items from online shops cooperating with FASHNATIC. They will be made available for users in the section "LOOKs".

A.4 Account and term of license agreement

1. The account for bloggers on the FASHNATIC platform is granted for an unlimited period of time.
2. The license agreement between FASHNATIC and the blogger upon the provision of the service described below is concluded for the term of the date of contract conclusion's calendar week. It shall be extended for



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a period of another calendar week when it is not denounced by FASHNATIC or the blogger with a period of one day to the end of the access by ordinary termination. Upon termination FASHNATIC will disable the existing account.

3. The termination must be declared in written form or by e-mail to support@fashnatic.com as stated by these regulations.

A.5 Deactivation of the account and termination

1. FASHNATIC is entitled to duly terminate the license agreement within a period of one day to the end of a calendar week and disable the account of the respective blogger, if there are concrete indications that a member is in breach of the statutory regulations, rights of third parties and these terms and conditions or if FASHNATIC has a legitimate interest, in particular to protect other bloggers and visitors of the platform from fraudulent activities.
2. Any additional rights to extraordinary termination remain expressly reserved to the blogger and FASHNATIC. FASHNATIC is entitled in case of serious or sustained breach of bloggers against these terms and conditions, including in particular the obligations under A.6 of these conditions, to terminate the license agreement extraordinarily without notice and to deactivate the account.

A.6 Manipulation

1. In case of an intentional attempt by a blogger to influence the amounts payable to him by manipulation attempts of statistics, a penalty of € 1,000 plus VAT is due for each identified attempt. The same applies if an already excluded blogger due to a breach of contract is participating in the program again under a false name.
2. The penalty shall be donated to a non-profit organization to be determined by FASHNATIC.
3. Any attempt to circumvent, manipulate or otherwise influence the systems, technologies, scripts, codes, accounting mechanisms and principles of FASHNATIC, is prohibited and may result in a criminal complaint against the perpetrator for fraud or attempted fraud.

A.7 Terms of license agreement

1. A final statement will be created upon disabling an account.
2. A Blogger whose account has been deactivated due to breach of license agreement is not entitled to re-register for the platform. Violations of this regulation oblige the blogger to compensate any damage created for FASHNATIC.

A.8 Guarantee

1. FASHNATIC provides its services, systems, technologies and solutions to the best of its knowledge and belief and in accordance with their technical possibilities. Warranty can not be given for the topicality, correctness, completeness or quality of the information provided, as well as an error free and uninterrupted usability of services, systems, technologies and solutions.
2. With regard to companies FASHNATIC is liable for damages, except in the case of breach of contract, if and as far FASHNATIC, its legal representatives or executives have acted with intent or gross negligence. For



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other vicarious agents FASHNATIC shall only be liable in case of intent and to the extent that fundamental contractual obligations are infringed intentionally or with gross negligence. Except when there is intent or gross negligence of a legal representative, a senior executive or intentional behavior of any other vicarious agents of FASHNATIC, there shall be no liability for indirect damages, in particular for lost profits. Except for intent or gross negligence of FASHNATIC, its legal representatives and senior staff, the liability is limited to the conclusion of the license agreement typically foreseeable damage.

3. Towards private individuals FASHNATIC shall only be liable for intent and gross negligence. However, in case of breach of contract, debtors default or impossibility of performance which FASHNATIC is responsible for, it is liable for any culpable behavior of its members of staff and vicarious agents. Except in case of willful misconduct and / or gross negligence of legal representatives, members of staff and vicarious agents FASHNATIC shall only be liable up to the amount of damages as typically foreseeable at the time of entering into the license agreement.
4. The aforementioned exclusions and restriction of liability with respect to companies or consumers shall not apply in the case of formal acceptance of guarantees by FASHNATIC and for damage resulting from injury to life, body or health as well as in the case of mandatory statutory regulation.

B. Provisions for bloggers

B.1 Blogger accounts

1. FASHNATIC sets up accounts to process compensation and administers these accounts.
2. Blogger can manage his / her own account after registration.
3. Blogger will be paid from advertising effectiveness achieved on FASHNATIC. Data required for the calculation of advertising effectiveness is collected exclusively by FASHNATIC.
4. The blogger can identify the amount of remuneration due to him via his account at any time.
5. The blogger's claim against FASHNATIC for the performance-related remuneration is payable only upon existence of all the following conditions:
 - Successful conclusion of a business transaction (Valid sale, click or lead).
 - Logging of the conclusion of a business transaction on FASHNATIC.
 - Acceptance of the delivery of goods by the end customer
 - Expiry of the legal terms of revocation.
 - Full payment by the end customer.
 - No abuse in terms of A.6 of these terms and conditions.
 - Confirmation of the conclusion of transaction by the cooperating shop and the related payment of commission to FASHNATIC.
 - The blogger advertises his profile on the platform through his blog or his Instagram account. Applications are made through a social media icon and / or a widget which will be provided by FASHNATIC. Bloggers with an Instagram account only, advertise their profile via a link imbedded in their Instagram account to their profile on the platform.
6. Payments of remuneration to the blogger are made within the account on the first workday of each month, in the presence of a PayPal account, as from an account balance of 20 Euro net.
7. The blogger declares approval to an invoice using the credit note procedure. Consequently a credit will be issued monthly by FASHNATIC once a corresponding payment amount has been reached.



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8. Payment of the relevant fee to the blogger will be made on basis of the platform statistics. These are made available within the account.

B.2 Providing advertising material

1. The blogger makes the outfit pictures from his blog / instagram account available to FASHNATIC (right of use). FASHNATIC can download these and use them for the platform.
2. The blogger ensures that the available content does not violate the applicable law nor infringes or violates third-party rights of any kind.
3. The blogger indemnifies FASHNATIC from any charges by third parties cohesive to rights violations and is obligated to replace all costs for FASHNATIC arising from the adverse effects or damage in that context.

B.3 Grant of rights

1. The blogger grants FASHNATIC a simple, non-exclusive, non-transferable, worldwide, temporary to the term of the contract and with regards to content limited to the purpose of the contract right to use the images provided.
2. The aforementioned grant of rights includes the right of storage, reproduction, publishing, digitization and processing of the advertising material, to the extent necessary to carry out the contract. In addition the grant of rights applies to the use on fixed and mobile communications networks and means of communication, including all digital and analogue transmission and on-demand technologies, particularly via cable, radio, fixed and mobile satellite networks and microwaves, of all known and future transmission method (in particular WLAN, GSM, GPRS, EDGE, UMTS, HSDPA, HSUPA and DVB-T and DVB-H), transmission protocols and languages (in particular TCP / IP, IP, HTTP, WAP, HTML, cHTML and XML) and including reproduction on any type of receiver device, in particular stationary, mobile and ultra-mobile computers, televisions, set-top boxes, (HDD) video recorders, mobile phones, mobile digital assistants (MDA), Personal Digital Assistants (PDA) and mobile internet devices (MID).

B.4 Placement of advertising material

1. FASHNATIC recreates the outfits of the blogger with products from cooperating shops and places them on the platform and the social media channels of FASHNATIC. FASHNATIC assumes no responsibility for any success of the blogger.
2. Whether a provided picture is recreated and published on the platform is up to the discretion of FASHNATIC.
3. This contract is subject to German law.
4. Place of jurisdiction for all disputes arising from or relating to this license agreement is to the extent permitted by law, Munich.
5. This present agreement does not establish a company with visibility in legal relations, as well as no employees or vicarious agents, commission or employment relationship and therefore authorizes no party to issue any legally binding statements for both collectively or respectively other party or to obligate or represent other party in any other way.
6. If individual terms of this license agreement are invalid or unenforceable, any further terms and conditions shall remain unaffected and shall be effective and enforceable, as far as accordingly to the presumed



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intention of the parties. In such case the ineffective or unenforceable provision shall be replaced by an agreement of the parties closest to replace the invalid or unenforceable provision. This provision applies correspondingly in cases where loopholes are revealed in the license agreement.

7. FASHNATIC is entitled at any time to amend or supplement these general terms and conditions. The participant has the right to object to such changes. If a participant does not object to changes within a time period of six weeks after receiving said changes, the amended terms and conditions apply. FASHNATIC will communicate to the participants in writing or via e-mail at the beginning of the period that the notification of change shall be deemed accepted if the blogger does not contradict it within 6 weeks.

Status: May 15, 2015

FASHNATIC *Dedicated to provide the best looks from around the world!*

STYLEBOX GMBH · WIDENMAYERSTRASSE 43 · 80538 MÜNCHEN · GERMANY · TEL. +49 (0)89/452067950 · FAX. +49 (0)89/452067950
INFO@FASHNATIC.COM · WWW.FASHNATIC.COM · HYPOVEREINSBANK MÜNCHEN · IBAN DE85 7002 0270 0008 4709 79 · BIC HYVEDEMMXXX
GESCHÄFTSFÜHRER: OLIVER SCHMITT-HAVERKAMP, DANIEL SCHMITT-HAVERKAMP · UST.-ID. NR. DE 179 331 332 · HRB 112 390 · AMTSGERICHT MÜNCHEN