

FshnEco

Terms of Service

Welcome to FshnEco!

These Terms govern your use of FshnEco and the products, features, apps, services, technologies and software that we offer (the FshnEco Products or Products), except where we expressly state that separate Terms (and not these) apply.

1. Our services

Our mission is to give people the power to build a fashion-focused community and bring the fashion world closer together. To help advance this mission, we provide the products and services described below to you:

Provide a personalised experience for you:

Your experience on FshnEco: from the posts, photos, events, ads and other content that you see to the Pages that you follow and other features that you might use. We use the data we have – for example, about the connections you make, the choices and settings you select, and what you share and do on and off our Products – to personalise your experience.

Connect you with people, events and jobs that you care about:

We help you find and connect with people, groups, businesses, organisations and others that matter to you across the FshnEco Products you use. We use the data that we have to make suggestions for you and others – for example, jobs to consider, events to attend, portfolios to follow. We believe that our services are most useful when people are connected to people, businesses and events that inspire them & boost their career.

Empower you to express your work and communicate your talent:

We're building a fashion-focused fashion platform, our goal is to make: connections with like-minded professionals, being part of fashion events & finding fashion jobs; easy & efficient, thus saving the fashion community time & energy to be more productive.

Also, we're fans of innovation & technology in the fashion industry as well as encouraging the

shift to sustainability. We are ambitious to create the right medium for great minds to meet & interact.

Help you discover content, products and services that may interest you:

We show you ads, offers and other sponsored content to help you discover content, products and services that are offered. Our partners pay us to show their content to you, and we design our services so that the sponsored content you see is as relevant and useful to you as everything else that you see on our Products.

Combat harmful conduct, and protect and support our community:

Safety is key to building a productive creative community. We aim to adapt or develop advanced technical systems to detect misuse of our Products, harmful conduct towards others and situations where we may be able to help support or protect our community. If we learn of content or conduct like this, we will take appropriate action – for example, offering help, removing content, blocking access to certain features, disabling an account or contacting law enforcement.

Research ways to make our services better:

We engage in research and collaborate with others to improve our Products. One way we do this is by analysing the data we have and understanding how people use our Products.

Provide consistent and seamless experiences across the FshnEco Company Products:

Our Products help you find and connect with people, groups, businesses, organisations and others that are important to you. We design our systems so that your experience is consistent and seamless.

Enable global access to our services:

To operate our global service, we need to store and distribute content and data in our data centres and systems around the world, including outside your country of residence.

2. Our Data Policy and your privacy choices

To provide these services, we must collect and use your personal data. We detail our practices in the Data Policy, which you must agree to in order to use our Products. We also encourage you to review the privacy choices that we have on the website.

3. Your commitments to FshnEco and our community

We provide these services to you and others to help advance our mission. In exchange, we need you to make the following commitments:

1. Who can use FshnEco

When people stand behind their opinions and actions, our community is safer and more accountable. For this reason, you must:

- Use the same name that you use in everyday life.
- Provide accurate information about yourself.
- Create only one account (your own) and use your timeline for personal purposes.
- Not share your password, give access to your FshnEco account to others or transfer your account to anyone else (without our permission).

We try to make FshnEco broadly available to everyone in the Fashion Industry, but you cannot use FshnEco if:

- You are under 16 years old.
- You are a convicted sex offender.
- We've previously disabled your account for breaches of our Terms or Policies.
- You are prohibited from receiving our products, services or software under applicable laws.

2. What you can share and do on FshnEco

We want people to use FshnEco to show their work and to share portfolio, events & find/share fashion-related jobs, but not at the expense of the safety and well-being of others or the integrity of our community. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so):

1. You may not use our Products to do or share anything:

- That breaches these Terms, our Community Standards and other Terms and Policies that apply to your use of FshnEco.
- That is unlawful, misleading, discriminatory or fraudulent.

- That infringes or breaches someone else's rights.
- 2. You may not upload viruses or malicious code, or do anything that could disable, overburden or impair the proper working or appearance of our Products.
- 3. You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data that you do not have permission to access.

We can remove content that you share in breach of these provisions and, if applicable, we may take action against your account, for the reasons described below. We may also disable your account if you repeatedly infringe other people's intellectual property rights.

To help support our community, we encourage you to report content or conduct that you believe breaches your rights (including intellectual property rights) or our terms and policies.

3. The permissions you give us

We need certain permissions from you to provide our services:

1. Permission to use content that you create and share: You own the content that you create and share on FshnEco, and nothing in these Terms takes away the rights that you have to your own content. You are free to share your content with anyone else, wherever you want. To provide our services, however, we need you to give us some legal permissions to use this content.

Specifically, when you share, post or upload content that is covered by intellectual property rights (e.g. photos or videos) on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free and worldwide licence to host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of your content (consistent with your privacy and application settings). This means, for example, that if you share a photo on FshnEco, you give us permission to store, copy and share it with others, such as service providers that support our service or other FshnEco Products that you use.

You can end this licence at any time by deleting your content or account. You should know that, for technical reasons, any content that you delete may persist for a limited period of time in backup copies (though it will not be visible to other users). In addition, content that you delete may continue to appear if you have shared it with others and they have not deleted it.

2. Permission to use your name, profile picture and information about your actions with ads and sponsored content: You give us permission to use your name and profile picture and information about actions that you have taken on FshnEco next to or in connection with ads, offers and other sponsored content that we display across our Products, without any compensation to you. For example, we may show other members that you are interested in an advertised event or have liked a product created by a brand that has paid us to display its ads.

If you are under the age of eighteen (18), you represent that a parent or legal guardian also agrees to this section on your behalf. (This language is included pursuant to a court-approved legal settlement.)

3. Permission to update software that you use or download: If you download or use our software, you give us permission to download and install upgrades, updates and additional features to improve, enhance and further develop it.

4. Limits on using our intellectual property

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos or sounds that we provide, which you add to content you create or share on FshnEco), we retain all rights to that content (but not yours). You can only use our copyrights or trademarks (or any similar marks) as expressly permitted by our Brand Usage Guidelines or with our prior written permission. You must obtain our written permission (or permission under an open source licence) to modify, create derivative works of, decompile or otherwise attempt to extract source code from us.

4. Additional provisions

1. Updating our Terms

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. Unless otherwise required by law, we will notify you before we make changes to these Terms and give you an opportunity to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the FshnEco community, you can delete your account at any time.

2. Account suspension or termination

We want FshnEco to be a place where people feel welcome and safe to share & grow their fashion business.

If we determine that you have breached our terms or policies, we may take action against your account to protect our community and services, including by suspending access to your account or disabling it. We may also suspend or disable your account if you create risk or legal exposure for us or when we are permitted or required to do so by law. Where appropriate, we will notify you about your account the next time you try to access it.

If you delete or we disable your account, these Terms shall terminate as an agreement between you and us, but the following provisions will remain in place: 3, 4.2-4.5

3. Limits on liability

We work hard to provide the best Products we can and to specify clear guidelines for everyone who uses them. Our Products, however, are provided "as is", and we make no guarantees that they will always be safe, secure or error-free, or that they will function without disruptions, delays or imperfections. To the extent permitted by law, we also **DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.** We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content that they share (including offensive, inappropriate, obscene, unlawful and other objectionable content).

We cannot predict when issues may arise with our Products. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstances will we be liable to you for any lost profits, revenues, information or data, or consequential, special, indirect, exemplary, punitive or incidental damages arising out of or related to these Terms or the FshnEco Products, even if we have been advised of the possibility of such damages. Our aggregate liability arising out of or relating to these Terms or the FshnEco Products will not exceed the greater of USD 100 or the amount you have paid us in the past twelve months.

4. Disputes

We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, it's useful to know up front where it can be resolved and what laws will apply.

For any claim, cause of action or dispute that you have against us, which arises out of or relates to these Terms or the FshnEco Products ("claim"), you agree that it will be resolved exclusively in the US District Court for Denver County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of Colorado will govern these Terms and any claim, without regard to conflict of law provisions.

5. Other

1. These Terms (formerly known as the Statement of Rights and Responsibilities) make up the entire agreement between you and FshnEco, llc. regarding your use of our Products. They supersede any prior agreements.
2. Some of the Products we offer are also governed by supplemental Terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you.
3. If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
4. You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.
5. You may designate a person (called a legacy contact) to manage your account if it is memorialised. Only your legacy contact or a person who you have identified in a valid will or similar document expressing clear consent to disclose your content upon death or incapacity will be able to seek disclosure from your account after it is memorialised.
6. These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition or sale of assets, or by operation of law or otherwise.
7. You should know that we may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name that you use in everyday life).
8. We always appreciate your feedback and other suggestions about our products and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.

9. We reserve all rights not expressly granted to you.