

TERMS OF USE

Welcome to Chic Being. Chic Being is operated by “we,” “us” or “our”.

Please read these Terms of Use (the “Terms”) carefully as they constitute legally binding terms and conditions and apply to your use of this Chic Being website and all other websites and applications owned or operated by Chic Being or its affiliates and partners where these Terms are posted (collectively, the “Services”). These Terms apply whether you are accessing the Services via a wireless or mobile device, a personal computer or any other technology, means or device. These terms do not cover other services, websites or any content, features and activities accessible or made available by any third party, unless specifically stated.

By accessing and using the Services, you acknowledge that you have read, understand and agree to be legally bound by these Terms and the terms and conditions of Chic Being’s Privacy Policy, which are incorporated by reference. If you do not agree to these terms, then please do not access or use the Services.

1. ACCEPTANCE OF TERMS

Each time you access, use or browse the Services, you signify your acceptance of the then-current Terms. Chic Being may make changes to the Services, content, products, services or features of the Services at any time at its sole discretion. You understand and agree that Chic Being may discontinue or restrict your use of the Services at any time for any reason or no reason with or without notice.

2. ELIGIBILITY

The Services are intended solely for users who are eighteen (18) years of age or older. Accordingly, individuals who are less than 18 years of age should not use the Services. If you do use the Services, you represent and warrant that you are at least 18 years of age. We reserve the right, in our sole and absolute discretion, to deny you access to the Services, or any portion of the Services, without notice.

3. PROPRIETARY MATERIAL

Unless otherwise noted, the Services, and all materials on the Services, including text, images, illustrations, designs, icons, photographs, video clips and other materials, and the copyrights, trademarks, trade dress and/or other intellectual property in such materials (collectively, the “Contents”), are owned, controlled or licensed by Chic Being or a third party. You are prohibited from using the Content for any purpose without the written permission of Chic Being or such third party, which may own the Content. All Content is protected by copyright. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any Content available on or through the Site for commercial or public purposes. You agree not to remove, modify or obscure any acknowledgements, credits or legal notices on the

Services. Any use of the Services in any way not expressly permitted by these Terms is prohibited, and may be actionable under Polish or international law.

Chic Being may promote certain products, services, businesses and events, through the Services. Chic Being makes no representations regarding the quality or availability of such products, services, businesses and events. In addition, use of such products, services, businesses and participation in such events may be subject to additional conditions, such as membership or the payment of a fee, imposed by third parties. Please see such third parties for details. Chic Being shall have no liability relating to this information or arising out of or relating to your reliance on this information for any purpose.

4. PRIVACY POLICY AND USER INFORMATION

In the course of your use of the Site, you may be asked to provide certain information to us. You acknowledge and agree that you are solely responsible for the accuracy and content of such information. If you contact Chic Being with any information, including but not limited to feedback, data, questions, comments, suggestions, or the like, such information shall NOT be deemed confidential. All such submissions shall be deemed the property of Chic Being, and your submission of information shall constitute an irrevocable assignment to Chic Being of all worldwide rights, titles and interests in and to such information. Chic Being's use of any personal information (name, etc.) you provide to us shall be governed by our Privacy Policy. For further information regarding Chic Being's protection of your personal information, please refer to our Privacy Policy page.

5. ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our Services that contains typographical errors, inaccuracies, or omissions that may relate to content provided on behalf of Chic Being. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information if any information on the Services is inaccurate at any time without prior notice.

6. PROHIBITED ACTIONS

You agree that the following actions are prohibited and constitute a material breach of these Terms. This list is not meant to be exhaustive, and Chic Being reserves the right to determine what types of conduct it considers to be inappropriate use of the Services. In the case of inappropriate use, Chic Being may take such measures as it determines in its sole discretion. By way of example, and not as a limitation, you agree that when using the Services, you will not: (a) use the Services for any purpose or to take any actions in violation of national, or international laws, regulations, codes, or rules; (b) take any action that imposes an unreasonable or disproportionately large load on the Services' infrastructure or otherwise in a manner that may adversely affect performance of the Services or restrict or inhibit any other user from using and enjoying the Services; (c) use the Services for unauthorized framing or linking, or via automated devices, bots, agents, scraping, scripts, intelligent search or any similar means of access to the Services' Content; (d) aggregate, copy, duplicate, publish, or make available any of the Content of the

Services to third parties outside the Services in any manner; (e) collect information about others, including email addresses, without their consent; and (f) engage in any other action that, in the judgment of Chic Being exposes it or any third party to potential liability or detriment of any type.

7. NOTICE AND PROCEDURES FOR MAKING CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT.

Chic Being may, in its sole discretion, disable and/or terminate use by users who infringe the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide a Notice to the Chic Being Designated Agent at info@chicbeing.com and containing the following information:

(a) description of the copyrighted work that has been infringed and the specific location on the Services where such work is located; (b) a description of the location of the original or an authorized copy of the copyrighted work; (c) your address, telephone number and e-mail address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (e) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (f) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

Chic Being will process notices of alleged infringement, which it receives and will take appropriate actions as required by the applicable intellectual property laws. If you believe that your User Content was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information to the Designated Agent:

(i) your physical or electronic signature; (ii) identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; (iii) a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and (iv) your name, address, telephone number, and e-mail address. If a counter-notice is received by the Designated Agent, Chic Being may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, registrant or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Chic Being' sole discretion.

The Chic Being Designated Agent is: Anna Szubrycht; anna@chicbeing.com

8. LINKS TO OTHER SITES AND SERVICES

The Services may contain advertisements, postings and links to websites operated by other parties for your convenience and information. The advertisements, postings and linked sites are not under the control of Chic Being and Chic Being is not responsible for their content or privacy practices. Such advertisements, postings or links or references to other parties' products or services do not imply endorsement of information, material, products or services of any other party or any other website. Chic Being disclaims all liability with regard to your access to and use of such information, material, products or services or transactions with such linked websites or other parties. You acknowledge and agree that Chic Being is not responsible or liable, directly or indirectly, for any damage, loss or other claim caused or alleged to be caused by or in connection with, access to, use of or reliance on any content available on or through any other site or resource.

9. MODIFICATIONS

Chic Being reserves the right at any time to modify, suspend or discontinue, temporarily or permanently, the Services, Chic Being' services and the Content or any portion thereof, with or without notice. You agree that Chic Being will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services, products offered for sale on the Services and the Content.

10. SUSPENSION AND TERMINATION

Chic Being reserves the right, at its sole discretion, immediately and without notice, to suspend, discontinue, or terminate your access to the Services or any part thereof for any reason, including without limitation any breach by you of these Terms. You agree that Chic Being shall not be liable to you or any third party for any such suspension, discontinuance or termination.

11. PROPRIETARY RIGHTS

You acknowledge and agree that, as between Chic Being and you, all right, title, and interest in and to the Services, including without limitation any patents, copyrights, trademarks, trade secrets, inventions, know-how, and all other intellectual property rights, are owned exclusively by Chic Being its affiliates, suppliers, vendors or licensors, and are protected by Polish intellectual property and other applicable laws.

The trademarks, service marks, logos, slogans, trade names and trade dress of Chic Being used on the Services are proprietary to Chic Being. Unauthorized use of any trademark of Chic Being may be a violation of trademark laws. Any other trademarks, service marks, logos, trade names or designations of other parties referenced in the Services do not constitute or imply affiliation, endorsement or recommendation by Chic Being of the other parties, or by the other parties of Chic Being, and are the trademarks or registered trademarks of the respective third parties.

12. YOUR INDEMNITY OF CHIC BEING

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD CHIC BEING AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, LICENSEES, SERVICE PROVIDERS, ADVERTISERS AND OTHERS ACTING IN CONCERT WITH THEM, HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, MADE BY YOU OR ON YOUR BEHALF OR BY ANY THIRD PARTY DUE TO OR ARISING OUT OF (A) YOUR USE OF OR RELIANCE ON THE SERVICES OR ANY CONTENT, PRODUCTS, SERVICES, ACTIVITY OR YOUR DEALINGS IN CONNECTION WITH THE SERVICES AND (B) YOUR VIOLATION OF THESE TERMS, ANY APPLICABLE LAWS, OR THE RIGHTS OF CHIC BEING OR ANY THIRD PARTY.

13. Disclaimers and Limitation of Liability

THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CHIC BEING MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH THE SERVICES. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE SERVICES IS AT YOUR SOLE RISK.

CHIC BEING MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL CODE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CHIC BEING DISCLAIMS ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND FURTHER DISCLAIMS ALL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SERVICES, EVEN IF CHIC BEING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Exclusions and Limitations:

Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This Limitation of Liability shall be to the maximum extent permitted by applicable law.

15. Governing Law and Disputes

Any action or dispute arising under or relating to this agreement shall be governed by, and will be construed in accordance with, the Polish laws, without regard to choice of law principles. With respect to any such action or dispute you irrevocably agree that the national courts located Poland are the sole and exclusive forum and venue for any dispute, as the most convenient and appropriate to address any disputes, and you agree to submit to the jurisdiction and venue of such courts, you

irrevocably waive the right to trial by jury, and you agree, to the fullest extent permitted by law: (a) no claims by you shall be joined with any other and you agree not to participate in any claim brought by others; (b) YOU HAVE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE LITIGATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; and (c) you have no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

The Services are controlled within Poland and is directed to individuals residing in Poland. Those who choose to access the Services from locations outside of Poland do so on their own initiative, and are responsible for compliance with local laws if and to the extent local laws are applicable. Chic Being does not represent that the Services or its Content are appropriate outside Poland. Chic Being reserves the right to limit the availability of the Services for any person, geographic area or jurisdiction at any time in its sole discretion.

16. Miscellaneous

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to effectuate the intent of such provision or if impossible to so modify such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Chic Being's failure to act with respect to any failure by you or others to comply with these Terms does not waive Chic Being's right to act with respect to subsequent or similar failures. These Terms, together with the Privacy Policy, set forth the entire understanding and agreement between you and Chic Being with respect to the subject matter hereof. Any cause of action or claim you may have with respect to these Terms or the Services must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action shall be barred. You may not assign or transfer your rights or obligations under these Terms without the prior written consent of Chic Being, and any assignment or transfer in violation of this provision shall be null and void. Chic Being may assign or transfer any or all of its rights and obligations under these Terms without restriction and without notice to you. Chic Being reserves the right to seek all remedies available at law and in equity for violations of these Terms or special terms or rules set forth on the Services, including without limitation the right to block access from a particular internet address. Questions? Please direct any questions you may have about these Terms of Use, or technical questions or problems with the Services to info@chicbeing.com

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