

LEGAL NOTICE

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TERMS OF USE

Last update: 23 October 2023

The FASHION LEAP FOR CLIMATE platform (hereinafter “**Platform**”) is an e-learning platform operated by Quantis (hereinafter “**Quantis**”) on behalf of Zalando SE, Yoox Net-a-Porter Group S.p.A., and About You SE & Co. KG acting as co-publishers (hereinafter together “**Publishers**”). The Platform is an industry-led initiative to drive climate education, engagement, and action in the global apparel & footwear industry.

Your Organization wants to participate in the FASHION LEAP FOR CLIMATE initiative. As employee of your Organization (hereinafter “**User**”), you can access, consult, browse and/or use the Platform and its services.

Access, consultation, browsing and/or use of the Platform and its services imply full and complete acceptance of this document (hereinafter the “**Terms of Use**”). The purpose of these Terms of Use is to define the terms of use of the Platform and its services by the User. If the User rejects these Terms of Use, in whole or in part, he/she is requested not to use the Platform and its services.

These Terms of Use are accessible, at any time, on www.fashionleapforclimate.com and in the welcome message of the Platform (<https://learn.fashionleapforclimate.com/>) and will prevail over any other version or any other contradictory document.

Should you have any question, you may directly contact Quantis – acting on behalf of the Publishers – by sending an email to info@fashionleapforclimate.com.

ARTICLE 1. DEFINITIONS

Capitalized terms used in these Terms of Use shall have the meaning given to them below, whether used in the singular or in the plural:

“**Organization**” means the organization participating in the FASHION LEAP FOR CLIMATE initiative, whose employees can access, consult, browse and/or use the Platform and its services.

“**Platform**” means the e-learning platform accessible from the following URL address <https://learn.fashionleapforclimate.com/>.

“**Terms of Use**” means these Terms of Use accessible on www.fashionleapforclimate.com and in the welcome message of the Platform (<https://learn.fashionleapforclimate.com/>).

“**User**” means the employee of the Organization who can access, consult, browse and/or use the Platform and its services.

ARTICLE 2. PLATFORM ACCESS

Access to the Platform is technically possible twenty-four (24) hours a day and seven (7) days per week, except in cases involving force majeure (act of god), possible outages or breakdowns or any disruption due to maintenance, which may be necessary for the proper functioning of the Platform and its services.

The Platform and its services are provided to the User free of charge.

The training content available on the Platform is also available through the 360Learning Mobile App, which User can download on:

- [Android](#) (version 5.0 or later);
- [iOS](#) (version 10.0 or later).

In this case, the User is subject to the terms of use of the 360Learning Mobile App.

The User acknowledges having the skills and means necessary to access and use the Platform and its services. In this respect, the User must have a computer or any other device with an Internet connection, whose settings must enable the proper functioning of the Platform and its services.

In general, the User declares that he/she is aware of the risks associated with online platforms and accepts them. In particular, the User acknowledges that the information that passes over the Internet or is stored there may be intercepted or altered, independently of the will of the Publishers or Quantis.

As such, it is strongly recommended that User takes all necessary precautions to protect itself against the adverse effects of hacking, in particular by adopting secure and appropriate settings of his/her computers, cell phones or other devices (e.g., by installing regularly updated virus detection software).

To be able to access and use the Platform and its services, the User must:

- be a current employee of the Organization;
- activate his/her personal account on the Platform by using his/her professional email address;
- have the capacity and quality required to use the Platform and its services; and
- only use the Platform and its services in accordance with these Terms of Use and the applicable laws.

ARTICLE 3. ACTIVATION OF PERSONAL ACCOUNT ON THE PLATFORM

For activating his/her personal account on the Platform, the User must:

- indicate his/her professional email address; and
- create a password.

Once these login details are registered, the User can complete his/her personal account with personal information under the section “Settings” (e.g., photography, banner, language, phone

number, biography, Organization name, role title, LinkedIn professional account, Twitter professional account). The User ensures the truthfulness and accuracy of all the personal information provided on his/her personal account. To learn more about the use of his/her personal information on the Platform, the User is invited to consult the [privacy policy](#).

In the event that Quantis – acting on behalf of the Publishers – finds that the User has provided information that is false, inaccurate, outdated, incomplete or, more generally, contrary to these Terms of Use or the applicable laws, Quantis – acting on behalf of the Publishers – may terminate this contractual relationship, without notice or compensation, by deleting the User's personal account on the Platform and/or by blocking any future access by the User to all or part of the Platform and its services.

The use of a secure password is an essential condition for the protection of the User's personal account. The User must choose a password that complies with the Platform's security requirements, consisting of alphanumeric characters, with at least eight (8) characters, including three (3) special characters (upper case letters, lower case letters, numbers and special characters).

The log-in details are personal, confidential and non-transferable to third parties. The User must ensure the confidentiality and security of his/her login details. The User must request, without undue delay, the reset of his/her password in case of loss, neglect and/or theft. The Publishers or Quantis shall not be liable for any use of the User's personal account by a third party who has access to the User's login details, regardless of the cause.

After prior notice to the User, Quantis – acting on behalf of the Publishers – may decide to modify or delete the User's login details, at any time, if they are considered unlawful, offensive, threatening, defamatory, obscene or if they infringe upon the rights and interests of third parties or upon these Terms of Use.

From his/her personal account on the Platform, the User can access:

- news about his/her group(s) on the Platform (section “News”);
- training contents and their respective status (section “Learning”);
- his/her achievements (section “Achievements”);
- correction (section “Correction”);
- documents related to the training contents (section “Documents”);
- playlists where training contents are saved (section “Playlist”);
- results related to lessons and knowledge checks (section “Results”);
- notifications settings (section “Notifications”); and
- his/her personal account with personal information (section “Settings”).

ARTICLE 4. PLATFORM'S SERVICES

ARTICLE 4.1 ONLINE TRAININGS

The Platform provides training contents to drive climate education, engagement, and action in the global apparel & footwear industry. The training journey of the User on the Platform is divided into four (4) modules. Each module contains lessons and knowledge checks. The User can download lessons in PDF format. The User can also provide comments, feedback or questions for each lesson and knowledge check.

Before starting or resuming a module, the User accesses a quick overview of the concerned module (number of lessons and knowledge checks, language, estimated duration, median duration, average score, last update, feedbacks and number of other Users who have tried it) as well as his/her progress of the module if applicable.

For accessing the next module, the User must:

- attend all the lessons of the module;
- complete the knowledge check of each lesson.

From his/her personal account on the Platform, the User can check his/her achievements. The User completes achievement by:

- attending and completing lessons;
- answering comments in the lessons;
- by reacting to the lessons' knowledge checks

Once the learning journey with all mandatory modules is completed, the User receives a certificate.

ARTICLE 4.2 ONLINE CHAT

The Platform provides an online chat where the Users can present themselves and discuss about their respective climate journey. When using the online chat, the User must behave in a courteous and respectful manner in accordance with these Terms of Use.

The User understands that the online chat is also accessible to the other Users within the same learning cohort or group. Any content published on it becomes instantly and freely accessible to all the other Users within the same learning cohort or group accordingly.

At any time, the User can delete any content published on the online chat.

The User guarantees that he/she has all the rights and authorizations required to provide the content he/she publishes on the online chat. The User undertakes to ensure that such content is lawful, does not infringe public order, morality or third parties' rights, does not violate any legislative or regulatory provisions and, more generally, does not involve the civil or criminal liability of the Publishers or Quantis.

Without this list being exhaustive, the User undertakes not to publish:

- content that would infringe the rights of third parties (including the Organization's rights) or those of the Publishers or Quantis, including intellectual property rights and data protection rights;
- content that is misleading, deceptive, obscene, violent, hateful, abusive or defamatory;
- content proposing, inciting or promoting fraudulent or illicit activities, such as glorification of war crimes or crimes against humanity, provocation to commit offences including terrorist offences, incitement to racial hatred, hatred against persons, as well as child pornography, incitement to violence including incitement to sexual and gender-based violence, as well as affront to human dignity; and
- in general, content likely to be prejudicial to the Publishers or Quantis or any other third parties (including the Organization), in any manner or form whatsoever.

In addition, the User undertakes :

- not to use the online chat for commercial, prospecting, solicitation or advertising purposes;
- not to harass, assault or provoke the other Users in any way whatsoever; and
- not to collect information (including personal information) from the other Users in order to use it in an unauthorized manner (e.g., for sending marketing communications or equivalent communications, for providing it to other third-party, for using it on other third-party service).

In the event of a violation by the User of one or more of these rules, Quantis – acting on behalf of the Publishers – has the right to terminate this contractual relationship, without notice or compensation, by deleting the User's personal account on the Platform, by blocking any future access by the User to all or part of the Platform and its services, as well as by removing the concerned content from the online chat.

Contents on the online chat are moderated by Quantis – acting on behalf of the Publishers – and may also be reported by the other Users in the event of contents that violate these Terms of Use or the applicable laws. In this context, Quantis – acting on behalf of the Publishers – has the right to review and, if necessary, modify or remove any content that is assumed to be in violation of these Terms of Use or the applicable laws.

The User may report any content that is assumed to be in violation of these Terms of Use or the applicable laws by sending an e-mail to info@fashionleapforclimate.com with a legible

screenshot of the concerned content. Once received and after analysis, Quantis – acting on behalf of the Publishers – may decide to remove it from the online chat.

The User is responsible for his/her report. Any abusive report or any report made with the knowledge of its inaccuracy is liable to prosecution.

ARTICLE 5. OBLIGATIONS OF THE USER

The User undertakes to use the Platform and its services lawfully in a manner consistent with these Terms of Use and the applicable laws. The User shall not use them for commercial, prospecting, solicitation or advertising purposes.

The User also agrees not to:

- behave in a manner that could undermine the integrity, functioning or security of the information system on which the Platform and its services are based;
- intrude or attempt to intrude into the Publishers or Quantis' information systems;
- attack or attempt to attack on the authentication and other security measures of the Platform;
- collect, extract or use, in any way whatsoever, information (including personal information) on the Platform, unless expressly authorized by these Terms of Use; and
- more generally, act in a manner likely to infringe the rights and interests of the Publishers of Quantis.

In the event of any breach or fraudulent use of the Platform observed by Quantis – acting on behalf of the Publishers – it may terminate this contractual relationship, without notice or compensation, by deleting the User's personal account on the Platform and/or by blocking any future access by the User to all or part of the Platform and its services.

ARTICLE 6. INTELLECTUAL PROPERTY RIGHTS

The Platform and all its elements which are made available to Users, in particular trademarks, logos, photographs, programs, source codes, data, databases, animated or non-animated images, sounds, drawings, graphics, videos or texts, downloadable resources from the Platform, layout, appearance, structure, as well as any other elements not related to links towards third party websites, are subject to a license granted in Quantis' favor by owners of according rights.

All these elements are subject to the applicable intellectual property laws and are protected against any use not authorized by the applicable laws or these Terms of Use, and - in the event of failure to do so – such laws may be enforced in legal proceedings.

Each User is granted with a personal, non-exclusive and royalty-free license to use the Platform for his/her own use and in the sole purpose of the operations authorized herein.

Other than these rights of use granted to the User, the use of the Platform does not imply any license or transfer of rights relating to the elements of the Platform to the User. In particular, any copy, reproduction, representation, adaptation, modification, distribution of all or part of the Platform as well as all or part of its content, by any process whatsoever and on any medium whatsoever is illegal, unless prior, express and written authorization of Quantis acting on behalf of the Publishers.

Failure to comply with these stipulations, in particular for the purposes of commercial exploitation, may be subject to prosecution on the basis of an infringement action and/or an action for violation of competition laws (including unfair competition and/or parasitism) on the part of the holders of the rights in question. This is without prejudice to the Publishers or Quantis' other rights, in particular the right to obtain compensation for damages.

ARTICLE 7. DISCLAIMER OF LIABILITY

The User acknowledges that he/she uses the Platform, its services and the contents published on it under his/her exclusive responsibility. Only the User is liable for the use he/she intends to make of the Platform and the preservation of the security and integrity of his/her data, hardware and software when he/she accesses the Platform.

While Quantis – acting on behalf of the Publishers – strives to provide a reliable Platform, Quantis – acting on behalf of the Publishers – does not ensure that it is free of errors, inaccuracies or omissions, downtime, flaws or defects. Furthermore, Quantis – acting on behalf of the Publishers – does not ensure the accuracy, quality, legality or fitness for a particular purpose of the Platform, the services provided therein, and the content published therein.

Thus, the Publishers or Quantis cannot be held liable for:

- any dysfunction or bad condition of User's device during or after User's browsing on the Platform, as well as in case of impossibility of access, poor using conditions on the Platform attributable to User's device, the provision of Internet access, Internet network congestion, or any other reason not controlled by the Publishers or Quantis;
- electronic or phone communications expenses induced by the use of User's device which shall be exclusively borne by the User and will not be borne by the Publishers or Quantis;
- any temporary, partial or complete unavailability of the Platform and its services, in particular in the event of maintenance, technical incident and, more generally, in case of an event beyond the control of the Publishers or Quantis;
- any consequences that may arise from the contents of the external websites referred to by external links that may be displayed on the Platform;
- any indirect damage that may be suffered by the User;
- any damage suffered by the User or a third party resulting from the use of the Platform and its services that does not comply with these Terms of Use or the applicable laws; and
- any breach of the obligations provided by these Terms of Use which would arise or would originate from a fortuitous event or a case of force majeure (act of god).

In the event that the Publishers or Quantis are held liable for damage not provided for in this article, their respective liability will be limited to certain, real and direct damage.

Consequently, under no circumstances shall the Publishers or Quantis, their managers, employees and, in general, their representatives and partners, be held liable for any indirect damage resulting from the use of the Platform, its services, and the content published therein, and in particular for loss of profit, loss of opportunity or damage resulting from loss of data caused by the impossibility of using the Platform and its services.

ARTICLE 8. MODIFICATION

These Terms of Use are dated accurately and may be modified and updated by Quantis – acting on behalf of the Publishers – at any time, particularly in the event of changes to the services provided on the Platform or to the applicable laws.

The applicable Terms of Use are those published on the Platform at the time of access to the Platform by the User. Consequently, the User is invited to consult the Terms of Use each time he/she accesses the Platform .

This version of Terms of Use replaces all previous versions.

ARTICLE 9. TERMINATION OF THE PLATFORM OR SERVICES

These Terms of Use reserve the right for Quantis – acting on behalf of the Publishers – to temporarily or permanently suspend access to all or part of the Platform and its services, in particular in the event of cessation of activity related to the provision of the Platform or in the event of insolvency proceedings.

ARTICLE 10. CONTRACT ASSIGNMENT

Subject to the applicable law, the User agrees that Quantis – acting on behalf of the Publishers – may assign, transfer or provide, in any way, the contractual relationship hereunder to a third party.

ARTICLE 11. HYPERLINKS

The Platform is likely to contain hyperlinks to other websites or internet sources, other than those published by Quantis – acting on behalf of the Publishers. Quantis – acting on behalf of the Publishers – is not responsible for these external websites and internet sources, and thus declines all responsibility for the content, products, services, advertising or any other material available on or from these external websites or internet sources to the extent that Quantis – acting on behalf of the Publishers – cannot control these external websites and internet sources. The decision to use/follow any hyperlink is exclusively made by the User.

Quantis – acting on behalf of the Publishers – reminds the User that non-affiliated external websites or sources are subject to their own terms of use.

If the User wishes to create a hypertext link to the Platform, the User must obtain Quantis' prior written consent by sending a request by email: info@fashionleapforclimate.com. Quantis – acting on behalf of the Publishers – may, in its sole discretion, accept or reject any request made to it for this purpose. Quantis – acting on behalf of the Publishers – is under no obligation to accept such request, nor to provide any reason for rejecting such request.

ARTICLE 12. VALIDITY OF THE TERMS OF USE

Each of the articles of these Terms of Use applies separately. Any modification of the applicable regulations in force, or any decision of a court or a competent authority invalidating one or more articles of these Terms of Use shall not affect the validity of the entire Terms of Use. Such a modification or decision does not authorize the User to disregard the valid provisions of these Terms of Use.

ARTICLE 13. AGREEMENT OF PROOF

In the absence of proof to the contrary, the data recorded in Quantis' IT system shall constitute proof of the entire contractual relationship between the Publishers, Quantis and the User.

By accepting these Use of Terms, the User agrees not to contest the probative value of the documents produced online on the basis of their electronic nature.

The acceptance by the User of these Terms of Use results in the conclusion of an agreement of proof in accordance with the applicable laws.

ARTICLE 14. LANGUAGE

These Terms of Use are written in English. In the event of any discrepancy with, or dispute regarding, a translation of these Terms of Use, only the English text shall apply.

ARTICLE 15. GOVERNING LAW / JURISDICTION

These Terms of Use are governed by, interpreted and enforced in accordance with the applicable laws, depending on the User's jurisdiction.

In the event of a dispute relating to their interpretation or execution, the concerned party (Publishers or Quantis) and the User shall seek, before any litigation, an amicable agreement and shall provide each other with all necessary information to this effect.

The User may also submit any complaints on the dispute resolution platform provided by the European Commission at the following address: <http://ec.europa.eu/consumers/odr/>. The European Commission will transfer the User's complaint to the notified competent national mediators.

In the absence of an amicable agreement between the concerned party (the Publishers or Quantis) and the User within a period of two (2) months from the notification of the dispute to the other party, legal action may be brought before the competent court in the matter.