



# TERMS AND CONDITIONS NEXTCOLLECTIONS.COM

## Introduction

Welcome to NextCollections.com, the online B2B Trade Fair for Fashion Professionals.

The Services available on the websites www.NextCollections.com, .nl, .de and other future extensions belonging to nextcollection (the "Site") are provided by NewNext B.V., a Dutch organisation, having its registered office located at Proostwetering 71, 3543 AC Utrecht, The Netherlands and identified under number KVK/CC: 54825822 subject to the following terms and conditions of use (the "Agreement").

This Agreement shall govern the contractual relationship between you as Member, being a Brand (see below) or Retailer (see below) ("You", "Your"), and NewNext ("We", "Us", "Our") regarding Your use of the Site. NewNext and Members are from time to time hereinafter referred to individually as a "party" or collectively as the "parties".

Before You may become a Member of NextCollections.com, You must read and unconditionally accept all of the terms and conditions in, and linked to, this Agreement.

All service(s) granted by NewNext to Members may only be used for legitimate purposes and may not be in conflict with Dutch and / or International law.

The agreement tells you the terms and conditions of use on which you may make use of the Site and content on this Site. Please read these Terms and Conditions carefully before you start to use the Site. By using our Site, you indicate that you accept these Terms and Conditions and that you agree to abide by them. If you do not agree to these Terms of Use, please refrain from using our Site.

The Site consists of an online platform powered by NewNext allowing Designers, Brands, distributors and/or Agents (including their sales representatives) to benefit of B2B exposure, Buyers to organize buying plans online and send orders, and Retailers to access to the complete Brands' collections and related information.

Please consult Our "About", "For Brands" and "For Retailers" section for further general information on the main characteristics and benefits of the Services offered by NewNext on the Site.

Without limiting other remedies, We may limit, suspend or terminate the Services and Member accounts, prohibit access to the Site, delay or remove hosted content, and take technical and legal steps to keep Members off the Site if We think that they are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of this Agreement. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time.

## Definitions

**"Retailer"** means any person or entity related to the fashion industry and/or acting publicly as fashion professional and/or retailer (including any online or physical retail shop, buying office or department store) validly registered on the Site and given access to the Services for the purposes of discovering and previewing (next) collections, comparing B2B information and ordering from Brands on the Site, in the course of his/her/its trade, business or profession. Visits to the Site will be free of charge for legitimate Trade visitors registering beforehand. The Site is not accessible to companies or persons not related to the fashion industry.

**"Brand"** means any person or entity acting publicly as fashion professional designer, brand and/or agent including any agent and/or sales representative working with such designers, brands or agents, validly registered on the Site and given access to the Services upon due completion of the Brand Application Form, for the purposes of promoting and/or selling Products on a wholesale basis to Retailers in the course of his/her/its trade, business and profession.

## Third party members

Newnext is allowed to use third party databases of professional Trade platforms, Trade Magazines or Trade Communities to allow admittance to the Site. However, we cannot guarantee the accuracy or completeness of the information provided by Third Party members. Nor that the information is in accordance to our Terms and Conditions. We will therefore accept no liability in this respect.

As a Member, You acknowledge that NewNext shall under no circumstances be deemed liable for the supply of services and the sale of Products performed by Members or any other third parties and for the execution and the performance of all transactions related thereto, including without limitation with respect to the sending, confirmation, refusal to accept, proof, withdrawal or cancellation, shipping, delivery, price and payment of any order or confirmed order among Members and between Members and any other third parties, such transactions being subject solely to the terms and conditions of sale of the Brand concerned, and to any other condition agreed among Buyer and such Brand.

You agree not to hold NewNext responsible for other Members' content (including the Materials), actions or inactions, information posted or items listed on the Site. The Site is a venue for the purposes of allowing any Member to advertise, offer, sell, and buy services and/or Products in a variety of categories made available on the Site. NewNext is not involved in the actual transaction among Members and between Members and any other third parties. We have no control over and do not guarantee the quality, safety or legality of items advertised or information posted on the Site, the truth or accuracy of Members' content, Materials or listings, the ability of Brands to sell items, the ability of Buyers to pay for items, or that a Member will actually complete a transaction.

## Brands' Specific Obligations

Upon registration as Brand and payment of the applicable Fees, You will be provided with Your own personal wholesale showroom online ("Online Exhibition") and CMS Account online ("CMS Account") on the Site (collectively, the "Online Exhibition").

If you purchase any of our paid Services, you agree to pay us the applicable fees and taxes. Failure to pay these fees may result in the termination of your subscription. Also:

- All payments are in advance.
- Any payment – once confirmed by the Client (Brand or Third Party Member) – is non-refundable.
- All invoices issued by NewNext B.V. shall be paid by the Client within thirty (30) days of the date of invoice unless otherwise agreed by NewNext B.V.
- In the event of late payment, NewNext B.V. may charge interest on the amount outstanding.
- Invoices unpaid for more than 60 days after the invoice date will incur a surcharge of either € 40,- or 5% of the outstanding amount, whichever sum is greater.
- If Client fails to pay amounts due under this Agreement, whether by cancelling Client's credit card, initiating an improper chargeback, or any other means, Client's account will be suspended. Without limiting other available remedies, Client must reimburse NewNext B.V. for amounts due upon demand, plus any applicable processing fees, charges or penalties, plus interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law, plus attorneys' fees and other costs of collection as allowed by law. In its discretion, NewNext B.V. may setoff amounts due against other amounts received from or held for Client, make appropriate reports to credit reporting agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.
- Your fee may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates).
- You authorize us to store and continue billing your payment method (e.g. credit card) even after it has expired, to avoid interruptions in your service (e.g. subscriptions) and to facilitate easy payment for new services.
- You must pay us for applicable fees and taxes unless you cancel the paid Service, in which case you agree to still pay these fees through the end of the applicable subscription period.
- Taxes are calculated based on the billing information that you provide us at the time of purchase.

An **Online Exhibition** will be managed by You personally and can consist of:

- Your contact information, including name of representative, business name, postal address, telephone, fax, and email address;
  - Contact information regarding the person in charge of the management of Your Wholesale Showroom Online;
  - General information and status regarding your registration as Member of NextCollections.com;
  - Your Collection Information for each Collection listed and displayed on the Site, including without limitation: previews of the Collection, wholesale prices, and additional retail information;
  - An extract of Your terms and conditions of sales including specific information on Your terms of order (minimum and maximum quantity of Products available, the terms of delivery, and terms of payment);
  - Your brand and collection description or editorial statement as Brand;
- When You are using Your CMS Account, You are solely responsible for any information You post on the Site and have an opportunity to review, change, revise, or update such information at any time.

When You are using the Services as a Brand and if You are already registered as a Retailer, You will have your Retail account automatically suspended.

## Retailers' Specific Obligations

Upon due registration as Retailer, You will be provided with Your own personal Member account and ID's for use of and access to the Services on the Site, including to the Online Exhibitions of Brands.

In order to access the Site, Retailers wishing to register must provide the personal data as well as the contact information marked as compulsory on our online registration forms. Access to the Site is exclusively for Retailers and solely for the purpose of discovering new collections and additional B2B information as a Retailer.

As Retailer, You are solely responsible for any information You provide on the Site and have an opportunity to review, change, revise, or update such information at any time.

When You are using the Services as Retailer, You will have access to information of the Brands through the Site. However We strongly recommend that, before You send any order through the Site, You verify the complete terms and conditions of sale of the Brands from which You may be considering sending an order or purchasing a product.

When You are using the Services as Retailer, You acknowledge and agree that limited personal information (i.e., name of the store, city, country) may be collected and processed by NewNext in order to compile statistical information about Your browsing habits, click patterns and access to the Site that will be disclosed solely to Brands you visited while browsing on the Site.

Upon due registration as Retailer through the Application Form accessible on the Site, You will be provided with Your own personal Member account and ID's for use of and access to selected areas of the Site.



### Member's Responsibilities

You warrant and represent to NewNext that You will not use the Site for any purpose that is unlawful, violates any third party rights, or is prohibited by this Agreement, including without limitation: (i) the posting or transmitting any false, inaccurate, misleading, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material (including Materials), content (including personal information) or items in an inappropriate category or areas on the Site or through Our Services; (ii) manipulate the information of any item or interfere in any manner with other Member's listing; (iii) circumvent or manipulate Our fee structure, the billing process, or Fees owed to NewNext; (iv) take any action that may adversely affect any Members or NewNext (such as copying, displaying, importing or exporting information off of the Site or using it for purposes unrelated to NewNext); (v) transfer Your Member account and ID's to another Member or any third party without Our prior consent. If You violate any of this Agreement, Your permission to use this Site immediately terminates without the necessity of any notice. NewNext retains the right to deny access to anyone at its sole discretion for any reason, including for violation of this Agreement.

NewNext takes no responsibility for the information posted by the Member through his / her account. Member is solely responsible and liable for any information that is installed on the NewNext server. The scope and content of all text and images may under no circumstances be pornographic, discriminatory on race, sex or offensive in any other way, which is to be determined by NewNext. If the above cases apply, NewNext reserves the right to delete the offered texts and/ or images immediately, on its own initiative and without further notification and/ or explanation to the client.

You are solely responsible for Your Information, and You acknowledge that NewNext acts as a passive conduit for Your online distribution and publication of Your Information.

In the event that You are provided with Member identification login and passwords (collectively, "ID's") in the use of this Site, You shall maintain such ID's in confidence and You agree not to distribute or disclose the same to third parties including any other Member. It is Your responsibility to notify NewNext if You wish to change or discontinue any of Your ID's. It is also Your responsibility to immediately request discontinuation of an ID upon Your knowledge or reasonable belief that such ID is, or may be subject to, a breach of confidentiality. NewNext may suspend or terminate Your use or access to the Site if NewNext believes a breach of this Agreement has occurred.

You agree to provide true, accurate, current and complete Information. If You provide any Information that is untrue, inaccurate, not current or incomplete (or if NewNext has reasonable grounds to suspect that such Information is untrue, inaccurate, not current or incomplete), NewNext has the right to suspend or terminate Your use, access and activity, and refuse any and all current or future use, of the Site.

Nothing herein shall grant You as Member any rights in any Intellectual Property, source code, object code, text, graphics, photos, images, database technology, e-commerce technology, server technology, operating systems, business logic, development tools, Member information, URL's, software, hardware, audiovisual display, look and feel, templates, arrangement and organization of web pages, or other content or data of NewNext or its licensors, including without limitation the technology, software and hardware infrastructure and functionality provided by the Site or otherwise used to operate or provide the Services, all of which shall remain the sole and exclusive property of NewNext and its licensors.

For the avoidance of doubt, You shall not distribute, reproduce, modify, store, transfer or in any other way use any of the Content (including by using it as part of any library, news, information, archive or similar service) and in particular you shall not (unless with the written consent of NewNext):

- upload Content into any shared system;
- create a database of any of the Content;
- effect or permit "spidering" of the Site, i.e. collation of an automated stream of Content;
- include any Content in a website;
- make any commercial use of the Content whatsoever;

### Limitation Of Liability

Except to the extent stated in this clause, NewNext will not be liable for any damages of any kind arising from the Services provided hereunder, including, without limitation, direct, incidental, punitive, consequential, indirect, special, or exemplary damages, regardless of whether NewNext has previously been advised of the possibility of such damages. The sole remedy of Member and maximum liability of NewNext and its affiliates, agents and licensors, if any, arising out of any kind of legal claim (whether in contract, tort, or otherwise) in any way connected with this Agreement or the Site and affiliated websites shall be a pro rata refund of Fees paid.

NewNext does not guarantee continuous or secure access to the Services, and operation of the Site may be interfered with by numerous factors outside of Our control. Accordingly, to the extent legally permitted, We exclude all implied warranties, terms and conditions. We are not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of Your use of the Site and the related Services.

Further, all content provided on the "Collections" section, "News" section or through newsletters, (social media) updates, or other PR campaigns edited by NewNext is for informational purposes only. NewNext makes no representations as to the accuracy or completeness of any information. NewNext will not be liable for any errors or omissions

in this information nor for the availability of this information. NewNext will not be liable for any losses, injuries, or damages from the display or use of this information.

Member hereby declares to never hold NewNext to be accountable for any failure of the server and / or loss of data or loss of income due to technical or other malfunctions. (Continued) loss is never deductible. NewNext shall keep its network up-to-date to prevent technical or other failures as much as possible. The maintenance of the server and additional connections are provided by third parties. Without prior notification, third parties may work on NewNext equipment in public interest. NewNext will try to shorten the period needed for maintenance as much as possible, but this relies on force majeure and NewNext is therefore never liable for damage.

### Editorial Control

NewNext shall retain at all times sole and exclusive editorial control over the Site, the content, Materials, Products displayed in the NewNext database and descriptions of Products. NewNext may from time to time change its Member interface design, navigation schema and other aspects of how the Site will be used based on usability testing, best design practices and changing standards within NewNext.

If and to the extent that the Site contains or includes any opinion, analysis, prediction or assessment of any facts or circumstances ("Opinions"), such Opinions represent our subjective views based on the facts or information available or circumstances known to us at the relevant time, which may not always be correct and/or may change. You will not form any reliance of or from any Opinions or Content displayed on the Site.

### Privacy and use of Your information

We process information about You in accordance with our **Privacy policy**. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate. You should also be aware that in addition to any profile details that you provide to us any content which you choose to upload to our Site on any discussion or communication with another third party associated with the Site, may contain information which reveals sensitive personal and/or competitive data. By providing this content you are giving your informed consent to the processing by us of such sensitive data.

Each party will hold in confidence any Confidential Information received from the other party and will protect it with at least the same degree of care that would be exercised with respect to the receiving party's own information of like importance, but in no event less than reasonable care, for a period of five (5) years from the termination of this Agreement.

You agree to abide by NewNext's privacy policy, as amended from time to time. All data and information collected or derived from the operation of the Site (including but not limited to registration data collected through Your registration) or other Sites powered by NewNext or disclosed by or pertaining to Members thereof will be the sole and exclusive property of NewNext.

NewNext shall take reasonable steps to protect Your personal information. You consent to NewNext collecting and processing Your personal information for the purposes set out in this privacy policy. This personal information includes, but is not limited to, the following: name; contact details; non-personal browsing habits and click patterns; e-mail address; IP address; and any other relevant personal data that You communicate to NewNext.

NewNext collects and processes the personal information listed above in order to (but not limited to) the following: (i) communicate requested information to You, for example through user alerts; (ii) communicate information to You or potential Members regularly, for example through our "Collection News" section, newsletters, (social media) updates (iii) compile and maintain the Site and Member database; (iv) register and/or authenticate Members of and/or visitors to the Site and/or Products and/or services; (v) identify and take reasonable measures to prevent fraudulent uses of or access to the Site; (vi) compile non-personal statistical information about browsing habits, click patterns and access to the Site; (vii) attract advertisers and new Members by showing anonymised information about the database, for example demographics; (viii) track database size and growth; and (ix) track compliance of Members and third parties with this Agreement.

The personal information you have provided or collected during the use of the Site may be communicated:

- to registered Members of the Site
- to entities with which we have stipulated partnership agreements in relation to specific services which may be added to those currently present on the Site, even if in such case notification shall be sent exclusively following your acceptance of the specific service;
- to entities to which you expressly request that the Site send your personal data;
- to consultants and contractors of NewNext whose notification is necessary to fulfil fiscal and tax obligations or for administrative needs, namely to protect the site from uses non compliant with the Regulations;
- to entities to which communication is necessary by law.

The personal information is collected either electronically (for example, through the use of cookies) or is provided voluntarily by Members of and/or visitors to the Site. You may determine cookie use independently through Your Web browser settings.

Personal information collected from You may be deleted from the Site and Member databases when Your account on the Site is terminated for any reason.



In the event that Your personal information is inaccurately or incompletely reflected on the Site, You agree that it is Your responsibility to notify NewNext of this fact and to supply NewNext with the accurate or complete information to enable NewNext to address Your concerns.

The information will be processed in order to allow registered users to utilize all the website functions and, in particular, to allow users to access the reserved areas, to manage contact between NewNext and registered users and to take advantage of the services dedicated to NextCollections.com users, as well as to send promotional, advertising and informative material related to the activities, business proposals, innovations and new projects promoted by NewNext.

If you subscribe to NextCollections.com we may send you information about our products and services or those of our members or selected third parties. You may also receive information from selected third parties, such as sponsors or brands, about their products and services and receiving this kind of information is fundamental as to how the Site operates. We reserve the right to (i) remove you from the Site and (ii) disable any further access by you to the Site at any time if you contact us indicating that you do not wish to receive such marketing communications.

#### **Viruses, hacking and other offences**

You must not misuse our Site by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site or any part of it, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-service-attack. In the event of such a breach, your right to use our Site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or due to your downloading of any material posted on it, or any website linked to it.

#### **Entire Agreement**

These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the use of our Site and supersede any prior agreement relating to such matters. Each party acknowledges and agrees that in entering into this contract that, save in relation to fraudulent misrepresentations, it does not rely on and shall have no remedy in respect of any statement, representation or understanding.

#### **Waivers**

If we fail, at any time, to insist upon strict performance of any of your obligations under any of these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms of Use, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default and no waiver by us of any of these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

These terms and conditions are an unconditional part of the agreement between Member and NewNext. Mentioned criteria are binding and imperishable.

We may make changes to this agreement in future, for example, in order to keep up with changing legislation and best practice. Therefore, we may revise this agreement at any time without notice so please check back periodically so that you are aware of any changes. New and / or amended terms overwrite all general conditions with a previous modification date. Conditions will be sent to Members, on the Member's request.

This agreement was last updated on 15th August 2014.

NewNext B.V.  
Utrecht, The Netherlands