



Our General Terms of Use is a legal agreement between you and BCSizing for the use of BCSizing software.

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These General Terms of Use ("**General Terms**"), along with any applicable Product Specific Terms (see section 1.2 (Product Specific Terms) below) (collectively, the "**Terms**") govern your use of and access to our website, web-based applications and products, customer support, discussion forums or other interactive areas or services (collectively, the "**Services**") and your installation and use of any software that we include as part of the Services, including, without limitation, desktop applications, Sample Files and Content Files (defined below), scripts, instruction sets and related documentation (collectively, the "**Software**"). If you have agreed to the Subscription and Cancellation Terms such terms are also considered part of the Terms.

By using the services or the software, you affirm that you are of legal age to enter into the terms or, if you are not, that you have obtained parental or guardian consent to enter into the terms.



1. Your Agreement with BCSizing

1.1 Choice of Law and Contracting Entity

The country and law(s) that this agreement falls under European Law. The European Commission is committed to protect your personal data and to respect your privacy. For purposes of the Terms, “BCSizing,” “us,” “we” and “our” mean either BCSizing, Body and Cup Sizing System Ltd as applicable.

1.2 Product Specific Terms

These are general terms of use that apply to all of BCSizing’s products. However, there may also be terms that are specific to the products you use. Product-specific terms always override the general terms.

Our Software is licensed, not sold, to you and also may be subject to one or more of the additional terms below (“Product Specific Terms”). If there is any conflict between the terms in the General Terms and the Product Specific Terms, then the Product Specific Terms govern in relation to those Services or Software. The Product Specific Terms are subject to change as described in section 1.5 (Updates to Terms) below. Product Specific Terms may also be referred to as Additional Terms.

1.3 Business Users

If you’re using an individual BCSizing plan, you have control over your content and the work you create. If you’re using a business plan, your organisation has access to and control over your work.

If you are a Business User, you agree that, due to your receipt of Entitlements from such Business, (1) BCSizing may provide such Business with the ability to access, use, remove, retain and control your Business Profile and all Content therein whether uploaded or imported before or after the date the Terms were last updated; (2) your use of the Software is governed by such Business’s agreement with BCSizing; and (3) BCSizing may provide your personal information to such Business.

If you receive Entitlements through a personal plan and from a Business, then you are both a Personal User and a Business User. You are a Personal User when you utilise the Entitlements you obtained through your personal plan and you are a Business User when you utilise your Entitlements provided by a Business.

1.4 Business Email Domains

As a Personal User or a Business User, you may create an BCSizing account using an email address provided or assigned to you by a Business (such as your work email address). If the Business establishes a direct relationship with us, they may want to add your account to such relationship. If this happens, the Business may, with prior notice from the Business or us, roll your account into the Business’s account. This means the Business may (A) access the account; (B) take control over the account and any Content therein whether stored, uploaded or imported before or after the date the Terms were last updated; and (C) recommend any non-Business Content associated with such account to be moved to a new account that utilises an email address not associated with such Business. You, as a Personal User with an BCSizing account assigned to a Business or a Business User, also acknowledge that BCSizing may provide your personal information to such Business (including, for clarity, sharing your information with an administrator of your Business), such as your name, email address and Entitlement information. If you do not want a Business to access, use, remove, retain or control an account or profile, then do not use a Business email address with that account. BCSizing may share information about the Business, such as name and email address of the administrator, to a Business User.

1.5 Updates to Terms

Sometimes change happens. We’ll notify you when there are important changes to these terms or to your subscription.

We may make changes to the Terms from time to time ranging from cleaning up typos to changes in policy. If we make any important changes, we will notify you. Any such changes will not apply to any dispute between you and BCSizing arising prior to the date on which we posted the revised Terms incorporating such changes or when the Terms otherwise become effective. Please



review the Terms regularly. If you do not agree to the amended Terms, you must stop using our Services and Software and, if applicable, cancel your subscription.

2. Privacy

2.1 Our Access to Your Content

No one but you owns your content, but we need access to your content as necessary to operate BCSizing applications and services. We limit our access to very specific purposes. A person may review your content on our servers in limited circumstances, such as upon your request, when you choose to let us use your content to improve our products or when your content is flagged or reported as illegal.

Operational Use. Our Software will access your Content to enable the normal running of the Software, for example, allowing BCSizing to open your file so you can edit it.

Content Analytics. Subject to your opt-out rights, we may perform Content Analytics to help us to understand how our users are using our Software to allow us to improve your Software experience, provide recommendations to you and customise your experience. Insights from Content Analytics may be used to inform our marketing to you, subject to your opt-out and consent rights regarding our marketing.

Your Local Content is never reviewed by us.

2.2 Data Protection Agreements

In some countries, the law requires that we put a data protection agreement in place with you if we handle Personal Data (as defined in the applicable agreement) for you as part of our Services and Software. These agreements are the EU Data Processing Agreement or Data Protection Terms, found in the following locations:

(A) European Union (“EU”) Data Processing Agreement (or “DPA”). The DPA terms apply where you provide Personal Data (as defined in the DPA) collected from individuals from countries in the European Economic Area (“EEA”) and the UK and where you are a “Controller” and BCSizing is a “Processor” under the General Data Protection Regulation (EU) 2016/679 (“GDPR”) or any successor for the GDPR associated with the withdrawal of the United Kingdom from the EU.

(B) Data Protection Terms. The Data Protection Terms apply where you provide Personal Data (as defined in the Data Protection Terms) collected from individuals outside of the EEA and the UK and where BCSizing is Processing (as defined in the Data Protection Terms) this data at your instruction and on your behalf.

3. Use of Services and Software

3.1 Licence

BCSizing grants you certain rights to use your licence to BCSizing’s software. Subject to your compliance with the Terms and applicable law, we hereby grant you a non-exclusive, limited, revocable right (as set forth herein) for you to install, access and use the Software that we make available to you and that you license from us. Each licence is to be used by only one (1) person and cannot be shared. You agree that your decision to use, access or license the Software is not contingent on the delivery of any future functionality or features or dependant on any oral or written public comments made by us regarding future functionality or features.

3.2 BCSizing Intellectual Property

BCSizing owns its products and services and gives you a licence to use them.

We remain the sole owner of all right, title and interest in the Software. Except as stated in the Terms, we do not grant you any rights to patents, copyrights, trade secrets, trademarks or any other rights in respect to the items in the Software. This means you



may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours or in any manner that is likely to cause confusion. We reserve all rights not granted under the Terms.

3.3 Storage

We don't want to see you go, but if you do cancel your BCSizing subscription, please take all your content with you before cancelling. When you cancel your subscription, we try to save it for some time in case you need it later, but we reserve the right to delete content. We may create reasonable technical limits, such as limits on file size, storage space, processing capacity and other attributes. We may suspend the Services until you are within the storage space limit associated with your account. At the end of your licence term, we will use commercially reasonable efforts to allow you to transition your Content out of the Services. The transition must be completed within thirty (30) days from the date of the termination or expiration of your licence term. At the end of this 30-day transition period, we reserve the right to delete your Content. You should download any Content that you have stored in the Services before your licence ends.

3.4 Content Files

You have the right to use the content that we make available to you. You can even change or modify this content in your work. "Content Files" means BCSizing assets provided as part of the Software. Unless documentation or specific licences (including but not limited to Product Specific Terms) state otherwise, we grant you a personal, non-exclusive, non-sublicensable (except if you are a Business, then sublicensable only to your Business Users) and non-transferable licence to use the Content Files to create your end use (i.e., the derivative application or product authored by you) into which the Content Files or derivations thereof, are embedded for your use ("End Use"). You may modify the Content Files prior to embedding them in the End Use.

3.5 Free Memberships, Complimentary Services, Offers and Trials

We may offer our products and services to you at no charge, like free memberships or trial subscriptions.

BCSizing may provide free memberships, Complimentary Services, offers and trial subscriptions in its sole discretion. If access to the Services and Software is provided to you for free, Complimentary Services or for trial purposes, such access is governed by the Terms. At any time prior to or during the free, Complimentary Services or trial period, BCSizing may, in its sole discretion, terminate that access without prior notice and without any liability to you, to the extent permitted under applicable law, for any reason, including to prevent abuse of the free, Complimentary Services or trial access. After the free, Complimentary Services or trial access period expires, you may continue using the Software in a paid subscription, if available or as otherwise permitted by BCSizing. During the free, Complimentary Services or trial period, no express or implied warranties shall apply to the Software.

3.6 Other Licence Types

You may be able to use a beta version of our products. These products are in development and are not final versions, so there may be issues or bugs that arise from using them. If you choose to use a beta version, human review of your content may occur.

BCSizing may also ask you to keep your use of its beta versions confidential.

(A) Pre-release or Beta Version. We may designate the Software or a feature of the Software, as a prerelease or beta version ("Beta Version"). A Beta Version does not represent the final Services and Software and may contain bugs that may cause system or other failure and data loss. In exchange for your use of a Beta Version, you agree that BCSizing may collect data, including crash data, regarding your use of the Beta Version and analyse your Content, including human review, to improve our Services and Software and to personalise your experience, regardless of whether you have opted-out of data collection for non-Beta Versions. If you do not wish to have your usage tracked or Content analysed, you must discontinue your use of the Beta Version by uninstalling such Beta Version or utilising a non-Beta Version of the Services and Software. Any separate agreement we enter into with you governing the Beta Version will supersede these provisions.

4. Your Content

4.1 Ownership



As between you and BCSizing, you (as a Business User or a Personal User, as applicable) retain all rights and ownership of your Content. We do not claim any ownership rights to your Content.

4.2 Licences to Your Content

You own your content. But in order to use our products and services, we need you to give us permission to use your content when stored or processed. This permission is called a licence. This licence allows us to provide our products and services to you. We also ask whether you would like to help us to improve our products and services, but it's never required. When you choose to help us to improve our products, we need a limited licence to your content for that specific purpose.

Level of Access. We do not monitor or control what others do with your Content. You are responsible for determining the limitations that are placed on your Content and for applying the appropriate level of access to your Content. If you do not choose the access level to apply to your Content, the system may default to its most permissive setting. It is your responsibility to let other users know how your Content may be Shared and to adjust the setting related to accessing or Sharing your Content.

4.3 Feedback

Your feedback is always appreciated! When you choose to share your feedback with us, it helps improve our products and services. You may choose to provide us with feedback regarding the Software, including in the form of ideas, suggestions, proposals or examples involving your Content. In such event, you agree that we are free to use the Feedback for our business purposes, including by incorporation into the Software without any payment or attribution or other obligation to you.

5. Your Account

5.1 Account Information

You, as a Personal User or a Business User, are responsible for all activity that occurs via your account even if that activity is not by you or is without your knowledge or consent. You may not (A) share your account information (except with an authorised account administrator), whether intentionally or unintentionally; or (B) use another person's account. Your account administrator may use your account information to manage your use and access to the Services and Software.

5.2 Account Security

You are responsible for taking reasonable steps to maintain the security and control of your BCSizing Account. BCSizing may require you to enable multi-factor authentication and provide a phone number or an alternate email for security purposes. BCSizing assumes no responsibility for any loss that you may sustain due to a compromise of your account log in credentials or your failure to follow or act on any notices or alerts that we may send to your email address or telephone number. You are responsible for keeping your email address and telephone number up to date to receive any notices or alerts that we may send you and you are also responsible for carefully reviewing any messages purporting to be from BCSizing to ensure that they are legitimate. We assume no responsibility if you are unable to access your BCSizing Account because you cannot provide the appropriate log in credentials, such as a password, email address or telephone number.

5.3 Free Account Inactivity

You are responsible for keeping your account active, which means you must sign in and use your account periodically to avoid any Content deletion, disruption or loss of access to the Software or termination of your account. If you don't sign into your account periodically, we reserve the right to assume your account is inactive and you agree that we may permanently delete your Content stored in the account or close your account entirely. Prior to permanently deleting your Content or closing your account for inactivity, we will attempt to provide notice to you. For the avoidance of doubt, this section 5.3 (Free Account Inactivity) does not apply to paid accounts in good standing.

6. User Conduct



You must use the Software responsibly and not misuse the Software. For example, you must not:

- 6.1 use the Software without, or in violation of, a written licence or agreement with BCSizing;
- 6.2 copy, modify, host, stream, sublicense or resell the Software;
- 6.3 enable or allow others to use the Software using your account information;
- 6.4 offer, use or permit the use of or access to the Software in a computer services business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis, as a part of a hosted service or on behalf of any third party;
- 6.5 construct a database or dataset using, including or comprised of the BCSizing Content Files for the purpose of reverse engineering;
- 6.6 access or attempt to access the Software by any means other than the interface we provide or authorise;
- 6.7 circumvent any access or use restrictions put into place to prevent certain uses of the Software;
- 6.8 Share or generate Content or otherwise engage in behaviour that violates anyone's Intellectual Property Rights. "Intellectual Property Rights" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity and any other proprietary rights;
- 6.9 Share or generate any Content or engage in behaviour that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, invasive of another's privacy, hateful or otherwise objectionable;
- 6.10 impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, including not disclosing an applicable sponsorship or endorsement relationship when you leave a review;
- 6.11 attempt to disable, impair or destroy the Software;
- 6.12 upload, transmit, store or make available any Content, including Creative Cloud Customer Fonts or code that contains any viruses, malicious code, malware or any components designed to harm or limit the functionality of the Software;
- 6.13 disrupt, interfere with, or inhibit any other user from using the Software
- 6.14 engage in fraudulent activities, such as payment and refund fraud;
- 6.15 use any data mining or similar data gathering and extraction methods in connection with the Software, including data scraping for machine learning or other purposes;
- 6.16 create BCSizing accounts for the purpose of violating the Terms or our policies (or other types of actions taken by BCSizing), including, but not limited to, creating fake accounts or for circumventing account termination;
- 6.17. manipulate or otherwise display the Services and Software by using framing or similar navigational technology; or
- 6.18 violate applicable law.

7. Fees and Payment

7.1 Taxes and Third-Party

You must pay any applicable taxes and third-party fees (including, for example, telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, VAT, foreign exchange fees and foreign transaction fees). We are not responsible for these fees. Contact your financial institution with questions about fees. We may take steps to collect the fees you owe us. You are



responsible for all related collection costs and expenses. If you are located in a different country from the applicable BCSizing entity with which you are transacting your payments will be made to a foreign entity.

7.2 Credit Card Information

You authorise us or our authorised vendor(s) to store your payment method and use it in connection with your use of the Software as described in your Subscription and Cancellation Terms. To avoid interruption of your service, we may participate in programmes supported by your card provider to try to update your payment information. You authorise us or our authorised vendor(s) to continue billing and charging your account for amounts owed with the information that we obtain.

8. Your Warranty and Indemnification Obligations

8.1 Warranty

You must have: (A) all necessary licences and permissions to use and Share your Content; and (B) the rights necessary to grant the licences in the Terms.

8.2 Indemnification

You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners and licensors from any claim(s), demand(s), loss(es) or damage(s), including reasonable solicitors' fees, arising out of, or related to:

(A) your use of the Services and Software (as applicable);

(B) your violation of the Terms ("Matter").

We have the right to control the defence of any Matter subject to indemnification by you with counsel of our own choosing. You will fully cooperate with us in the defence of any Matter.

9. DISCLAIMERS OF WARRANTIES

9.1

Unless stated in the Product Specific Terms, the Software is provided "AS-IS." To the maximum extent permitted by law, BCSizing, its affiliates and third-party providers ("Covered Parties") disclaim all warranties, express or implied, including the implied warranties of non-infringement, merchantability and fitness for a particular purpose. The Covered Parties make no commitments about the content within the Services. The Covered Parties further disclaim any warranty that (A) the Services and Software will meet your requirements or will be constantly available, uninterrupted, timely, secure or error-free; (B) the results obtained from the use of the Software will be effective, accurate or reliable; (C) the quality of the Software will meet your expectations; or (D) any errors or defects in the Software will be corrected.

9.2

The Covered Parties specifically disclaim all liability for any actions resulting from your use of any Software. You may use and access the Software at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the use of and access to any Service and Software.

10. LIMITATION OF LIABILITY

10.1

Unless stated in the Product Specific Terms, in no event shall the Covered Parties be liable to you or anyone else for any special, incidental, indirect, consequential, moral, exemplary or punitive damages whatsoever, regardless of cause, including losses and



damages (A) resulting from loss of use, data, reputation, revenue or profits; (B) based on any theory of liability, including breach of contract or warranty, negligence or other tortious action; or (C) arising out of or in connection with your use of or access to the Services and Software. Nothing in the Terms limits or excludes our liability for gross negligence, intentional misconduct of BCSizing or its employees, death or personal injury.

10.2

Our total liability in any matter arising out of or related to the Terms is limited to the greater of (A) US \$100; or (B) the aggregate amount that you paid for access to the Software during the three-month period preceding the event giving rise to the liability. Our suppliers will have no liability in any matter arising out of or related to the Terms.

10.3

These limitations and exclusions in this section 10 (Limitation of Liability) apply to the maximum extent permitted by law even if (A) a remedy does not fully compensate you for any losses or fails of its essential purpose; or (B) the Covered Parties knew or should have known about the possibility of damages.

10.4

The Terms set forth the entire liability of the Covered Parties as well as your exclusive remedy with respect to access and use of the Software.

11. Termination

You can cancel your subscription at any time, but fees may apply. If you violate any of our terms, BCSizing has the right to terminate or suspend your account.

11.1 Termination by You

You may cancel your subscription and terminate your use of the Software at any time. Cancellation or termination of your account does not relieve you of any obligation to pay any outstanding fees associated with your subscription, including, but not limited to early cancellation fees.

11.2 Termination by Us

Unless stated in the Product Specific Terms, we may at any time immediately terminate or suspend your right to use and access the Services and Software if in BCSizing's sole discretion:

- (A) you breach any provision of the Terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with the Terms);
- (B) you fail to make the timely payment of fees for the Software, if any;
- (C) you physically, verbally or through other means abuse, threaten, bully or harass us or our personnel (in such circumstances, we may alternatively suspend or restrict your access to the Software);
- (D) you have repeatedly made complaints in bad faith or without a reasonable basis and continue to do so after we have asked you to stop (in such circumstances, we may alternatively suspend or restrict your access to the Software);
- (E) continuing to provide the Software to you would violate any applicable law;
- (F) we elect to discontinue the Software, in whole or in part if it becomes impractical for us to continue offering Services in your region due to change of law or other reason; or
- (G) there has been an extended period of inactivity in your free account.



If we terminate the Terms or your use of the Software for reasons other than for cause, as listed in any of Sections (A) to (D) and (G) above, we will make reasonable efforts to notify you via the email address you provide to us, at least thirty (30) days prior to termination, with instructions on how to retrieve your Content. If we terminate your use of the Software for reasons listed in Sections (E) or (F), we may, in our sole discretion, provide you with a pro rata refund for any prepaid, unused fees for that Software. Upon termination by us, you may lose access to your Content.

11.3 Survival

Upon the expiration or termination of the Terms, some or all of the Software may cease to operate without prior notice. Your indemnification obligations, our warranty disclaimers and limitations of liabilities and the dispute resolution provisions stated in the Terms will survive.

11.4 Account Deactivations and Appeals

If you believe your BCSizing Account has been deactivated in error, you may submit an appeal, please contact BCSizing at hello@bcsizing.com.

12. Trade Sanctions and Export Control Compliance

The Software and your use of them, are subject to laws, restrictions and regulations of the European Union and other jurisdictions that govern the import, export and use of the Software. By using the Software, you agree to comply with all such laws, restrictions and regulations and you warrant that you are not prohibited from receiving the Software by the laws of any jurisdiction.

13. Australian Consumer Law

Nothing in the Terms is intended to exclude, restrict or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) ("CCA") or any other legislation which may not be excluded, restricted or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into the Terms or provides statutory guarantees in connection with the Terms, in respect of goods or services supplied (if any), our liability for breach of such a condition, warranty, other term or guarantee is limited (at our election), to the extent it is able to do so: (A) in the case of supply of goods, our doing any one or more of the following: (1) replacing the goods or supplying equivalent goods; (2) repairing the goods; (3) paying the cost of replacing the goods or of acquiring equivalent goods; and (4) paying the cost of having the goods repaired; or (B) in the case of supply of services, our doing either or both of the following: (1) supplying the services again; and (2) paying the cost of having the services supplied again.

14. Dispute Resolution, Class Action Waiver, Arbitration Agreement

14.1 Notice of Claim and Required Information Dispute Resolution Process

You agree to notify BCSizing of any dispute and try to resolve it amicably. If that doesn't work, the dispute will be decided either in small claims court or through arbitration. But let's try the amicable route first.

If you have any concern or dispute that BCSizing Customer Care is unable to resolve ("Claim"), you agree to first try to resolve the dispute informally and in good faith by contacting us and providing a written Notice of Claim to the address provided in section 18.2 (Notice to BCSizing). The Notice of Claim must provide BCSizing with fair notice of your identity, a description of the nature and basis of your Claim and the relief you are seeking, including the specific amount of any monetary relief you are seeking and cannot be combined with a Notice of Claim for other individuals. If any dispute related to your Claim is not resolved within 30 days of receipt, any resulting legal actions must be resolved through either small claims court or final and binding arbitration, including any dispute about whether arbitration is required for the dispute, subject to the exceptions set forth below. Neither party shall initiate legal action until 30 days after the Notice of Claim is received. This agreement to arbitrate shall apply, without limitation, to all claims that arose or were asserted before the effective date of the Terms. The arbitrator and not any federal, state or local



court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of the Terms or formation of the Terms, including whether any dispute between us is subject to arbitration (i.e., the arbitrator will decide the arbitrability of any dispute) and whether all or any part of these Terms are void or voidable. Claims related to the Terms, Services or Software are permanently barred if not brought within one year of the event resulting in the Claim.

14.2 No Class Actions

You may only resolve disputes with us on an individual basis and you may not bring a claim as a plaintiff or a class member in a class, consolidated or representative action. Nonetheless, if any portion of this class action waiver is deemed unenforceable or invalid as to a particular remedy, then that remedy (and only that remedy) must be severed from the arbitration and may be sought in court. The parties agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies.

15. Audit Rights

BCSizing has the right to verify that businesses' use of our products and services is in compliance with our terms. This doesn't apply to individuals using their personal (non-business) account or profile.

If you are a Business, then we may, no more than once every twelve (12) months, upon at least seven (7) days' prior notice to you, appoint our personnel or an independent third-party auditor who is obliged to maintain confidentiality, to inspect (including manual inspection, electronic methods or both) your records, systems and facilities to verify that your installation and use of Services or Software comply with our Terms. Additionally, you will provide us with all records and information requested by us within thirty (30) days of our request in order for us to verify that the installation and use of any and all Services and Software is in conformity with your valid licences. If the verification discloses a shortfall in conformity with the licences for the Services and Software, you will immediately acquire any necessary licences, subscriptions and applicable back maintenance and support or other applicable action in order to remedy any such non-conformity(ies).

16. Updates to Services and Software and Availability

16.1 Updates to the Services and Software

We may modify, update the Software (including any portions or features), which modifications, updates or discontinuations may, for clarity, be detrimental or result in a diminishment of value to you, at any time, without liability to you or anyone else. For changes to paid offerings that, in BCSizing's reasonable discretion, are detrimental or result in a material diminishment of value to you, we will make reasonable commercial efforts to notify you of such modifications. If we discontinue the Software in its entirety, we will use reasonable commercial efforts to allow you to transition your Content and we may provide you with a pro rata refund for any unused fees for that Service or Software that you prepaid.

16.2 Availability

Our webpages may be accessible worldwide, but this does not mean all Services and Software are available in your country. Access to certain Services (or certain Service features) or Software may be blocked in certain countries. It is your responsibility to make sure your use of the Software is legal or available where you use them. Services and Software are currently not available in all languages.

17. No Modifications, Reverse Engineering, Artificial Intelligence/Machine Learning (AI/ML)

We invest in our technology and services and don't allow you to recreate or attempt to recreate our products. Our software is meant to support creativity and productivity, not to create AI training datasets.

Certain elements of the Software constitute our (or our licensors') confidential information. Except as expressly permitted in the Terms, you must not (and must not allow third parties to): (A) modify, port, adapt or translate any portion of the Software; (B) reverse engineer (including but not limited to monitoring or tracking the inputs and outputs flowing through a system or an application in order to recreate that system), decompile, disassemble or otherwise attempt to discover, within any Software, the source code, data representations or underlying algorithms, processes, methods and any other portion of such Software; or (C) use the Software or any content, data, output or other information received or derived from the Software, to directly or indirectly create, train, test or otherwise improve any machine learning algorithms or artificial intelligence system, including but not limited to any architectures, models or weights. If the laws of your jurisdiction give you the right to decompile the Software to obtain information necessary to render the licensed portions of the Services or Software interoperable with other software, you must first request such information from us. We may, in our discretion, either provide such information to you or impose reasonable conditions, including a reasonable fee, on your decompilation of the Software to ensure that our and our licensors' and suppliers' proprietary rights in the Software are protected.

18. Miscellaneous

18.1 English Version

The English version of the Terms will be the version used when interpreting or construing the Terms.

18.2 Notice to BCSizing

You may send notices to us at the following address: Body and Cup Sizing System Ltd, 16 Andromedas Square, Larnaca, Cyprus, 6056.

18.3 Notice to You

We may notify you by your email or postal mail associated with your account, postings within the Services or other legally accepted means. It is your responsibility to keep your account information current to receive notifications.

18.4 Non-Assignment

You may not assign or otherwise transfer the Terms or your rights and obligations under the Terms, in whole or in part, without our written consent and any such attempt will be void. We may assign or transfer our rights under the Terms to a third party without your consent.

18.5 Severability

If any provision of the Terms is held invalid or unenforceable for any reason, the remainder of the Terms will continue in full force and effect and such provision shall be ineffective only to the extent of such invalidity or unenforceability.

18.6 No Waiver

Our failure to enforce or exercise any provision of the Terms is not a waiver of that provision.

18.7 Force Majeure

Neither party will be liable to the other for any delay or failure to perform any obligation (other than your payment obligations to BCSizing) under the Terms if the delay or failure is due to unforeseen events, which occur after the effectiveness of the Terms and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of licence by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

Body and Cup Sizing System Ltd,

16 Andromedas Square, Larnaca, Cyprus, 6056