

Designer Content License Agreement

yiDari Virtual Try-On Platform
Version 1.1 — Effective September 6, 2026

This Designer Content License Agreement ("Agreement") is entered into as of the **Effective Date** set forth in the signature block below, by and between **DressTheDate** ("Operator," "we," "us," or "our"), operator of the **yiDari** mobile application and related websites and services (collectively, the "Service"), and the designer or brand entity identified in the signature block below ("Designer," "you," or "your").

1. Purpose

Designer wishes to make certain product images, metadata, and related brand materials ("Designer Content") available for display and virtual try-on experiences within the Service. Operator wishes to use Designer Content only as described in this Agreement. This Agreement governs Operator's use of Designer Content for the Designer brand listed in Exhibit A.

2. Definitions

"Designer Content" means product photographs, thumbnails, descriptions, names, SKUs or style numbers, prices (if provided), product page URLs, logos, and other catalog materials supplied by Designer or sourced from Designer's authorized channels with Designer's permission.

"AI Processing" means automated image analysis, editing, or generation, including removal of human models from product photos, creation of mannequin or product-only renderings, and compositing garments onto user portraits for virtual try-on.

"Try-On Output" means an image generated by the Service that combines a user's portrait with visual elements derived from Designer Content.

"Users" means individuals who access the Service through the yiDari mobile application or related interfaces.

3. Grant of License

Designer grants Operator a non-exclusive, worldwide, royalty-free license during the Term to use, reproduce, store, host, transmit, publicly display, adapt, and create derivative works from Designer Content solely to:

- a. ingest, catalog, cache, and serve Designer Content through Operator's systems and APIs;
- b. display Designer Content in the Service, including thumbnails, detail views, and search results;

- c. perform AI Processing on Designer Content, including generating mannequin or product-only versions;
- d. use Designer Content as reference input for virtual try-on and related visualization features;
- e. generate, store, and display Try-On Outputs for Users;
- f. use Designer Content in screenshots, marketing, and promotional materials that feature the Service, with Designer's prior written approval for any use beyond in-app display and standard app-store listings; and
- g. link Users to Designer's official product pages and purchase channels.

The license includes the right to sublicense the foregoing uses to Operator's hosting, infrastructure, and AI processing vendors solely as necessary to operate the Service.

4. Commercial Use

Designer acknowledges that the Service is a commercial product. Operator may charge Users fees, including consumable in-app purchases, for virtual try-on and related features that use Designer Content. No additional compensation is owed to Designer unless separately agreed in writing.

5. Designer Representations, Warranties, and Chain of Title

Designer represents and warrants that:

- a. Designer has full authority to enter into this Agreement;
- b. Designer has a complete and valid **chain of title** to all intellectual property, publicity, and privacy rights in Designer Content necessary to grant the license in Section 3, including rights held or controlled by Designer's affiliates, licensors, employees, contractors, photographers, retouchers, creative agencies, retailers, distributors, and any other upstream contributors;
- c. each upstream agreement, assignment, or work-made-for-hire arrangement affecting Designer Content permits Designer's grant to Operator, including reproduction, public display, adaptation, creation of derivative works, AI Processing, commercial use, and sublicensing to Operator's infrastructure and AI vendors as described in Section 3;
- d. Designer Content is not subject to any conflicting exclusive license, lien, or restriction that would prevent Operator from exercising the rights granted in this Agreement;
- e. Designer Content does not infringe any third-party copyright, trademark, trade dress, patent, publicity, or privacy rights;
- f. any models or identifiable persons appearing in Designer Content have provided all releases necessary for the uses described in this Agreement, or Designer Content provided for AI Processing

will be model-free product images;

g. Designer Content is accurate to Designer's knowledge;

h. Designer's provision of Designer Content complies with applicable law; and

i. upon Operator's reasonable written request, Designer will promptly provide documentation reasonably sufficient to demonstrate chain of title (for example, photographer assignments, agency agreements, model releases, or retailer authorization for the specific images at issue).

Designer acknowledges that Operator relies on these representations in making Designer Content available to Users and in operating commercial virtual try-on features.

6. Branding and Attribution

Operator will display Designer's name and, where provided, logo or product links in a manner consistent with the Service's catalog design. Operator will not state or imply that Designer sponsors, endorses, or guarantees the Service unless Designer provides separate written approval. Operator may identify Designer as a participating brand in general Service descriptions.

7. Try-On Outputs and Ownership

Try-On Outputs are synthetic, AI-generated composite images created for Users' personal visualization and wedding-planning purposes. They combine a User's portrait with visual elements derived from Designer Content.

No transfer of Designer intellectual property. Nothing in this Agreement transfers ownership of Designer's intellectual property to Operator or Users. Operator does not claim, and will not acquire, any ownership interest in Designer's trademarks, trade names, logos, trade dress, garment designs, product designs, or copyrights in Designer Content as a result of generating, hosting, or distributing Try-On Outputs.

Operator's rights in Try-On Outputs, if any, are limited to the technical compilation, hosting, and delivery of the composite image as part of the Service. Those rights do not include ownership of underlying Designer IP visible or referenced in a Try-On Output, such as the design of the garment, fabric patterns, branding, or the original product photograph except as expressly licensed in Section 3 for operation of the Service.

Users receive only a limited license to save and share Try-On Outputs for personal, non-commercial use, subject to the Service's Terms of Service. That user license does not grant any rights to reproduce, manufacture, sell, or otherwise exploit Designer's designs, trademarks, or product imagery, and does not create any affiliation with or endorsement by Designer.

Operator will apply an Operator brand watermark to shared outputs where technically feasible to indicate that Try-On Outputs are generated visualizations from the Service, not official Designer marketing

materials.

8. Approval and Takedown

Designer may request removal of specific dresses or images by contacting support@dressthe date.com. Operator will use commercially reasonable efforts to remove affected items from the consumer-facing catalog within ten (10) business days. Operator may maintain archival copies as required for legal compliance, backup, or dispute resolution.

9. Term and Termination

This Agreement begins on the Effective Date and continues until terminated. Either party may terminate on thirty (30) days' written notice. Either party may terminate immediately if the other party materially breaches this Agreement and fails to cure within fifteen (15) days of written notice. Upon termination, Operator will stop making Designer Content available to new Users within thirty (30) days and will remove Designer's brand from the public catalog, except for copies retained as permitted in Section 8.

10. Indemnification

Designer will defend, indemnify, and hold harmless Operator and its officers, directors, employees, and contractors from any claim, loss, or expense (including reasonable attorneys' fees) arising out of (a) Designer Content, (b) Designer's breach of this Agreement, including any breach of the chain-of-title or ownership representations in Section 5, or (c) any allegation that Designer Content infringes third-party rights or that Operator lacked adequate rights to use Designer Content as permitted here, except to the extent caused by Operator's unauthorized modification of Designer Content outside the scope of this Agreement.

11. Disclaimer

DESIGNER CONTENT IS PROVIDED "AS IS." OPERATOR DOES NOT WARRANT THAT TRY-ON OUTPUTS WILL ACCURATELY REPRESENT FABRIC, FIT, COLOR, OR AVAILABILITY OF PHYSICAL GARMENTS. VIRTUAL TRY-ON IS FOR VISUALIZATION ONLY.

12. Limitation of Liability

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS OR BREACH OF SECTION 5, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. OPERATOR'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED ONE THOUSAND U.S. DOLLARS (US \$1,000).

13. General

This Agreement constitutes the entire agreement between the parties regarding Designer Content for the Service and supersedes prior discussions on that subject. Amendments must be in writing and signed by

both parties. This Agreement is governed by the laws of the State of Delaware, USA, without regard to conflict-of-law rules. Notices to Operator: support@dressthe date.com. If any provision is unenforceable, the remaining provisions remain in effect.

Exhibit A — Designer Information

Legal entity name:

Brand / trade name (if different):

Website domain(s) covered:

Primary contact name:

Contact email:

Contact phone (optional):

Exhibit B — Content Delivery (check one or more)

- Operator may ingest Designer Content from Designer's public website(s) listed in Exhibit A
- Designer will provide a product feed or image export: _____
- Other:

Signatures

DESIGNER

Legal entity name

Signature

Printed name and title

Date (Effective Date)

OPERATOR — DressTheDate (yiDari)

Signature

Printed name and title

Date