

Terms and Conditions for Using the Demonstration (DEMO) virtual fitting room service of the Siz3r at Trade Fair Events (EXPO)

Date: 21.08.2026

Introduction

These Terms and Conditions (the “Terms”) set out the rules for using the demonstration version of the Siz3r online fitting room service, presented during trade fairs, conferences and shows (hereinafter: the “Event” or “EXPO”), enabling the Participant to see how a selected item of clothing looks on their silhouette thanks to a Visualization generated by artificial intelligence.

The purpose of these Terms is to set out the rules for using the Demo, including the rules for processing the Participant's personal data, separately from the Terms and Conditions for the Provision of the Online Fitting Room Service and Generation of Siz3r Visualizations, which govern the target, commercial provision of the Service to Business Partners and End Customers.

§ 1 General Provisions

1. These terms and conditions (hereinafter: the “Terms”) set out the rules for using the demonstration version of the online fitting room service and Visualization generation (hereinafter: the “Demo” or the “Service”), provided by Siz3r Sp. z o.o., with its registered office at ul. Stanisławowska 47, 54-611 Wrocław, Poland, NIP (Tax ID): 8943134244, KRS (National Court Register No.): 0000754380, e-mail address: office@siz3r.com (hereinafter: the “Service Provider”).
2. The Demo is made available solely for presentation and testing purposes, at the Service Provider's stand during the Event, and does not constitute the full, commercial version of the Service described in the separate Terms and Conditions for the Provision of the Online Fitting Room Service and Generation of Siz3r Visualizations.
3. Using the Demo involves the Participant providing a photo of their silhouette and an e-mail address, so that the Service Provider can generate a Visualization showing the selected item of clothing on the Participant's silhouette using artificial intelligence (AI).
4. Using the Demo is free of charge and requires the Participant's prior acceptance of these Terms.
5. The Terms are available for review at the Service Provider's stand during the Event.

§ 2 Definitions

1. Participant: a natural person who uses the Demo at the Event by providing a photo of their silhouette and an e-mail address in order to generate a Visualization. The Demo may be used by persons who are at least 18 years of age and have full legal capacity, unless the law applicable at the place of the Event permits participation by younger persons.

2. Visualization (try-on): an image generated by AI, showing an item of clothing selected by the Participant superimposed on the photo of their silhouette provided.
3. Business correspondence: e-mail messages sent by the Service Provider to the address provided by the Participant, concerning, among other things, the sending of the Visualization, information about the Siz3r service, cooperation offers, and other commercial or informational materials.
4. Event (EXPO): a trade fair, conference, show or other event during which the Service Provider makes the Demo available at its stand.

§ 3 Conditions for Using the Demo

1. Using the Demo is subject to:
 - reading and accepting these Terms,
 - consenting to provide the Service Provider with an e-mail address and to receive business correspondence from the Service Provider at that address,
 - providing a photo of one's silhouette in the manner indicated by the Service Provider's stand staff during the Event.
2. Without the consents referred to in section 1, it is not possible to use the Demo.
3. The quality of the generated Visualization depends on the quality of the photo provided and the conditions in which it was taken (e.g. lighting at the stand). The Service Provider does not guarantee that the Visualization will fully match the actual appearance of the clothing presented.
4. The Service Provider may refuse to generate a Visualization if the photo provided does not meet the technical requirements, infringes the rights of third parties, or is contrary to these Terms.

§ 4 Personal Data and Participant Consents

1. The controller of the Participant's personal data (e-mail address, photo of silhouette) is the Service Provider.
2. By using the Demo, the Participant consents to:
 - receiving business correspondence from the Service Provider at the indicated e-mail address, including commercial information regarding the Siz3r service,
 - the processing of the photo of their silhouette solely for the purpose of generating the Visualization within the Demo.
3. The photo of the silhouette and the Visualization generated on its basis are processed solely for the purpose of carrying out the Demo and are not used to identify the Participant, nor do they constitute biometric data within the meaning of Article 4(14) GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council).
4. The data referred to in this section is not disclosed to third parties, unless the Participant gives separate, explicit consent to do so.
5. The Participant has the right to access their data, rectify it, erase it, restrict its processing, object to its processing, and withdraw consent at any time, without affecting the lawfulness of processing carried out before the withdrawal. To exercise these rights, please contact the Service Provider at: office@siz3r.com.

6. The Participant has the right to lodge a complaint with the supervisory authority competent for personal data protection matters.

§ 5 Storage and Deletion of Visualizations

1. The generated Visualization is available to the Participant in the fitting room application only during the given session of using the Demo, i.e. until the web browser is closed or the session is otherwise ended. Once the browser is closed, the Visualization is no longer available to the Participant in the application.
2. The photo of the silhouette and the Visualization generated on its basis are stored on the Service Provider's servers for a period of no more than 30 days from the date the Visualization was generated, after which they are permanently deleted from the Service Provider's servers.
3. During the session, the Participant may use the immediate-deletion button available in the application, which results in the immediate, permanent deletion of the photo of the silhouette and the Visualization from the Service Provider's servers, without waiting for the expiry of the period referred to in section 2.
4. Deletion of the Visualization, whether carried out at the Participant's request pursuant to section 3 or upon expiry of the period referred to in section 2, does not affect the Service Provider's right to send business correspondence to the e-mail address indicated by the Participant, in accordance with § 4 section 2 of these Terms.

§ 6 Rights and Obligations of the Participant

1. The Participant undertakes to:
 - provide a photo showing only their own silhouette, without infringing the rights of third parties,
 - provide a genuine e-mail address,
 - use the Demo in accordance with these Terms and applicable law,
 - refrain from any actions that disrupt the functioning of the Demo or the Service Provider's stand during the Event.
2. The Participant is responsible for the content of the photo provided, including any infringement of the rights of third parties.

§ 7 Service Provider's Liability

1. The Service Provider shall not be liable for:
 - any discrepancy between the Visualization and reality resulting from the limitations of AI technology, the quality of the photo provided, or the conditions in which the photo was taken at the stand,
 - interruptions in the availability of the Demo caused by circumstances beyond the Service Provider's control, including technical conditions prevailing at the Event,
 - damages resulting from the use of the Demo in a manner inconsistent with these Terms.
2. The Demo is of a purely presentational and testing nature and does not constitute grounds for concluding any sales agreement between the Participant and the Service Provider or third parties.

§ 8 Intellectual Property Rights

1. All rights to the Demo, including the software and AI technology used to generate the Visualizations, belong to the Service Provider.
2. The Participant receives a non-exclusive, royalty-free licence to use the generated Visualization solely for private purposes, with no right to use it for commercial purposes.

§ 9 Complaints

1. Complaints regarding the Demo should be submitted to the Service Provider's e-mail address: office@siz3r.com, within 14 days of the date of the Event.
2. A complaint should include the complainant's details, a description of the problem, and the complainant's expectations regarding how it should be resolved.
3. The Service Provider shall handle complaints within 14 days of their receipt.

§ 10 Final Provisions

1. In matters not regulated by these Terms, the provisions of Polish law shall apply, including the Civil Code and the Act on the Provision of Electronic Services, as well as the provisions of the GDPR with regard to the protection of personal data.
2. These Terms are in effect for the duration of the Event at which the Service Provider makes the Demo available, and do not replace the Terms and Conditions for the Provision of the Online Fitting Room Service and Generation of Siz3r Visualizations applicable to the target, commercial version of the Service.
3. Any disputes arising in connection with the use of the Demo shall first be resolved amicably, and in the absence of an agreement – by the court having jurisdiction over the Service Provider's registered office.
4. These Terms shall enter into force on 21 August 2026.