

MIA - Terms and Conditions of Use of the Webapp

Service Provider: AISEM SRL

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This document governs the use of the MIA platform (the "Webapp"). By registering for or using the Webapp, you fully accept these Terms.

1. Definitions

1.1 "Provider": AISEM SRL, which offers the "MIA" Webapp.

1.2 "Client" or "User": the natural or legal person who creates an account and uses the Webapp, whether as a consumer or as a professional/business.

1.3 "Webapp" or "Service": the platform accessible at app.miafashion.it and related features.

1.4 "Input": content uploaded by the Client (e.g. product images, logos, references, text).

1.5 "Output": content generated/processed through the Webapp (e.g. images of virtual models wearing the products).

1.6 "Credits": units of Service consumption used to generate Output according to the rules of the active plan.

2. Purpose of the Service

2.1 The Webapp allows the generation of images (and, where available, other content) from the Input provided by the Client, including through artificial intelligence models and third-party services.

2.2 The Service is available both to professional users (businesses and professionals) and to consumers. At the time of purchase, the User indicates whether they are purchasing as an individual or as a business, for billing purposes and the application of the relevant provisions.

3. Account, access and security

3.1 To use the Webapp it is necessary to create an account and provide accurate and up-to-date information.

3.2 The Client is responsible for the confidentiality of the credentials and for all activities carried out through their account.

3.3 The Provider may suspend the account in the event of misuse, breach of the Terms or risks to the security of the platform.

4. Plans, Credits, payments and billing

4.1 Access to the Service is granted through subscription plans and/or the purchase of Credits, as indicated on the Webapp's pricing page.

4.2 Credits have validity and renewal rules according to the plan purchased. Any unused Credits may not be transferable to the following period, unless otherwise indicated on the Webapp.

4.3 Payments and billing are managed through payment providers (Stripe). The Client authorises the charging of the amounts due.

4.4 Save as provided by law and by article 4.5 for consumer Users, amounts already paid are non-refundable. In particular, Credits and subscriptions, once activated and made available on the account, are non-refundable.

4.5 Consumers: withdrawal and refunds. If the User acts as a consumer, they may exercise the right of withdrawal within 14 days of the date of purchase by sending a communication to support@itsmia.it, save for the exclusions provided by law and as set out in article 4.6 below.

4.6 Immediate activation of the digital service. If the consumer requests immediate activation of the subscription or Credits and the Service is made available immediately after purchase, the right of withdrawal may not apply in the cases provided by law. In any event, Credits already activated or used are non-refundable.

5. Client Input: requirements and responsibilities

5.1 The Client warrants that it holds all rights, licences and authorisations necessary over the Input and its use on the Webapp, including rights over trademarks, logos, designs and images.

5.2 The Client undertakes to upload Input of good technical quality and compliant with any operational guidelines provided on the Webapp. Unsuitable Input may result in lower-quality Output.

5.3 The Client must not upload unnecessary personal data. In particular, it is prohibited to upload images of identifiable real persons unless a full legal basis and suitable releases exist.

6. Generated Output: rights of use and publication

6.1 Unless otherwise contractually agreed, the Client may use the Output for commercial and marketing purposes, including e-commerce sites, marketplaces, social networks, advertising campaigns, newsletters and catalogues, without territorial limits.

6.2 The Client acknowledges that the Output is generated using AI systems and may not be unique or exclusive. The Provider does not guarantee that third parties will not obtain similar output.

6.3 The Client is responsible for the final review of the Output prior to publication, in particular with regard to colour accuracy, texture, logo placement, details and fit of the product sold.

6.4 The Client is responsible for complying with the policies of third-party platforms (e.g. social networks and marketplaces) and any transparency or labelling obligations relating to content generated or modified with AI.

6.5 Transparency regarding Output and 'AI' indications (Regulation (EU) 2024/1689 - the 'AI Act')

"The Service generates Output also by means of artificial intelligence systems within the meaning of Regulation (EU) 2024/1689 (the 'AI Act'). The Service may include in the Output a provenance manifest and/or technical metadata indicating the nature of content generated or modified using artificial intelligence, in support of the transparency obligations under art. 50 of the AI Act. The Client acknowledges that such information may not be preserved or may not remain visible in the event of conversions, compression, modifications or upload to third-party platforms (e.g. social networks, marketplaces or CMS), and undertakes not to intentionally remove, alter or conceal such information.

The Service also provides the Client with an option to add a visible notice to the Output (e.g. 'Generated by AI') at export. The Client is free to enable or not enable this option. In any event, it remains the Client's responsibility, as the party publishing or making the Output available to the public, to assess and comply with the disclosure, labelling or disclaimer obligations required by art. 50 of the AI Act and/or by the policies of the platforms on which the Output is published."

7. Prohibited use

7.1 It is prohibited to use the Webapp to: (a) infringe third-party rights; (b) create illegal, defamatory, misleading or discriminatory content; (c) impersonate real persons or generate content reproducing real identities without consent; (d) attempt to circumvent security measures or technical limits; (e) upload malware or content that may compromise the platform; (f) generate or disseminate content that constitutes the offence under art. 612-quater of the Italian Criminal Code.

7.2 In the event of a breach, the Provider may suspend or close the account and/or remove content, without prejudice to other remedies.

8. Intellectual property

8.1 The Provider retains all rights over the Webapp, the software, the interface, the know-how and any proprietary templates or assets.

8.2 The Client retains the rights over the Input. The Client grants the Provider a limited, non-exclusive licence, for the duration of the contract, to use the Input solely to provide the Service and improve technical performance (e.g. troubleshooting, quality control), in compliance with privacy.

8.3 The Client may use the Output as provided for in article 6. The Output does not include any rights over third-party trademarks or content present in the Input.

9. Warranties and limitations of the Service

9.1 The Service is provided 'as is' and 'as available'. The Provider takes reasonable measures to ensure continuity and security, but does not guarantee the absence of interruptions or errors.

9.2 The Client understands that the results and quality of the Output depend on the Input, the AI models and technical variables. The Provider does not guarantee performance, conversions or economic results.

9.3 The Provider may update, modify or discontinue Service features for technical, security or regulatory reasons, notifying the Client with reasonable notice where possible.

10. Support and service levels

10.1 Support is provided through the channels and timeframes indicated in the subscribed plan.

10.2 Scheduled maintenance may cause temporary unavailability. The Provider will make reasonable efforts to reduce the impact and communicate interventions.

11. Liability and limitation of liability

11.1 To the maximum extent permitted by law, the Provider is not liable for indirect damages, loss of profits, loss of data, loss of business opportunities or reputational damage.

11.2 The Provider's overall liability, on any grounds, is limited to the total amount paid by the Client for the Service in the 3 months preceding the event giving rise to the claim.

11.3 Nothing excludes or limits liability for wilful misconduct or gross negligence or in other cases where such limitation is prohibited by law.

12. Term, suspension, withdrawal and termination

12.1 The contract has a duration equal to the period of the active plan and renews as indicated on the Webapp, unless cancelled.

12.2 Upon termination, access to the Service may be disabled. Data and Output will be handled as provided in the Privacy Policy and in the DPA (if applicable).

12.3 The Provider may terminate the contract or suspend the account in the event of a serious breach of the Terms, unlawful use or a security risk.

13. Data Processing Agreement (DPA) - GDPR Art. 28

13.1 Scope and roles. This section applies to Users who use the Service for professional purposes and who process third parties' personal data through the Input. For account, administration and billing data, AISEM acts as Controller. For 'Client Content' (Input and Output that may include personal data), AISEM acts as Processor on behalf of the professional User (Controller).

13.2 Object, duration, nature and purpose. Processing necessary for storage, transformation, generation and provision of Output, as well as retention and security for the duration of the contract and necessary retention periods.

13.3 Instructions. AISEM processes Client Content only on the Client's documented instructions and in accordance with these Terms. If an instruction infringes the GDPR, AISEM will inform the Client.

13.4 Confidentiality and personnel. Authorised personnel bound by confidentiality, with adequate training.

13.5 Security. Appropriate technical and organisational measures, including encryption where appropriate, access control (RBAC), the principle of least privilege, logging and monitoring, backups with limited retention, hardening and vulnerability management.

13.6 Sub-processors. General authorisation. List in Annex A. AISEM will notify material changes. The Client may object for reasonable grounds; failing a solution, it is possible to withdraw from the affected features or from the contract with a pro-rata refund of the unused portion.

13.7 Assistance. AISEM assists the Client, within reasonable limits, in handling data subject requests and, where applicable, in DPIAs or consultations with Authorities.

13.8 Data breach. Notification without undue delay, with the information available.

13.9 Deletion or return. Upon termination, deletion or return on the Client's instruction; deletion from backups within 30 days, save for legal obligations.

13.10 Audit. AISEM makes reasonable information available to demonstrate compliance and allows reasonable audits with 30 days' notice, at most once a year, during business hours. Alternatively, AISEM may provide independent attestations or reports, where available.

13.11 Transfers outside the EU. If transfers are provided for, appropriate safeguards will be adopted (SCC; EU-US DPF, where applicable) as indicated in Annex A.

14. Governing law and jurisdiction

14.1 These Terms are governed by Italian law.

14.2 For any dispute, the court of the place where the Provider is based shall have exclusive jurisdiction, unless otherwise agreed in writing between the parties.

15. Contact and communications

15.1 For communications relating to these Terms: support@itsmia.it.

15.2 The Provider may communicate updates to the Terms by email or notices in the Webapp. Continued use of the Webapp after the effective date of the changes constitutes acceptance.

Annex A - Current Sub-processors

A.1 Payments - Stripe Payments Europe, Ltd. (EU) and Stripe, Inc. (USA): payments, fraud prevention, billing. Transfers: SCC/DPF. In certain processing, Stripe may act as an independent Controller (compliance).

A.2 Transactional email - Microsoft 365 (EU/USA) and/or Postmark (EU/USA): service email. Transfers: SCC/DPF.

A.3 Cloud infrastructure and image storage - Providers in the EU/EEA (EU data centres). Any replicas or ancillary services outside the EU covered by SCC/DPF.

A.4 AI models and services - Google Cloud (Google Ireland Ltd. and, where applicable, Google LLC): content generation and AI services. Transfers: SCC/DPF.

A.5 Essential telemetry - Google Ireland Ltd. (GA4 with Consent Mode, where configured). Transfers, if any, with SCC/DPF.