



## TRUE FIT TERMS OF SERVICE

These True Fit Terms of Service (“**Agreement**”) apply to you (“**you**” or “**Retailer**”) and your download, use and offering of the True Fit Service to your shoppers. This Agreement is effective as of the date you install the True Fit application and service through the Shopify App Store (“**Effective Date**”).

### 1. **Definitions.**

“**360 Member View Data**” means first party demographic information, behavioral data, shopper preference data and other True Fit proprietary data.

“**Intellectual Property**” means any idea, design, concept, technique, invention, discovery, or improvement, regardless of patentability, software development tools, know-how, processes, methodologies, templates, frameworks, algorithms, software code, creative content, works of authorship, and other materials, and all intellectual property rights therein.

“**Retailer Content**” means photos, text, graphics, artwork, video, or other tangible material provided or made available by Retailer to True Fit for use on the Retailer e-Commerce Site.

“**Retailer e-Commerce Site**” means any webpage or mobile access that enables end-users to access products offered for sale, and/or to purchase such products, that is owned, operated or controlled by Retailer.

“**Retailer Marks**” means all trade names, trademarks, service marks, and logos owned by Retailer or its Related Entities, and the goodwill associated therewith.

“**Retailer Catalog Data**” means the product details about the items available for sale through Retailer e-Commerce Site(s) either provided by the Retailer or collected by True Fit on behalf of Retailer.

“**Retailer Transaction Data**” means information provided by Retailer to True Fit regarding purchases made through Retailer e-Commerce Site(s).

“**Retailer Private User Data**” means the personal information provided by a Retailer User to Retailer to create a Retailer User account.

“**Retailer User**” means any person who uses and/or makes purchases via any Retailer e-Commerce Site.

“**Service**” means the service provided by True Fit.

“**Service User(s)**” means those Retailer Users who have a True Fit profile and receive the True Fit Service through

the Retailer e-Commerce Site.

“**SLA**” means True Fit’s Service Level Agreement, available at [www.truefit.com/sla](http://www.truefit.com/sla).

“**True Fit Marketplace**” means the functionality of the truefit.com website and app (as applicable), including marketing and promotion thereof, where consumers receive access to product content from Retailer’s Catalog Data and recommendations based on the consumers’ use of the Service. “**True Fit Registration Data**” means the information

provided by a Retailer User to create a True Fit profile to enable the Retailer User to use the Service.

### 2. **Service; SLA.**

2.1 Levels of Service. The Service may be made available in free or paid versions at different levels. Not all features

and functionality of the Service may be available in each version or level. True Fit reserves the right, in its sole discretion, to modify, add, or remove portions and/or functionality of the Service on a temporary or permanent basis, without liability to you or any third party.

2.2 Retailer Obligations. Retailer will comply with the Standard Adoption Requirements set forth in Exhibit A, which is incorporated into this Agreement. If Retailer has the option (based on selected Package) and requests that True Fit use a specific font in the True Fit widget, it is Retailer’s obligation to ensure that its font license includes a right and license

2.3 Suspended Access. Each Party retains the right, at any time, and without prior notice to the other Party and without breaching this Agreement, to suspend a Retailer User’s and/or a Service User’s access to any or all of the Service for any reason.

2.4 SLA. True Fit shall comply with the SLA, which is hereby incorporated into this Agreement.

### 3. **License Grants and Intellectual Property.**

3.1 True Fit Licenses. True Fit hereby grants to Retailer a non-exclusive worldwide right and license during the Term (a) to access the Service through the Retailer e-Commerce Site, (b) to market the availability of the Service and (c) to enable Retailer Users to access and use the Service. If the Service package Retailer purchases includes 360 Member View Data, True Fit grants to Retailer a non-transferable, non-sublicensable, revocable, limited license to use the 360 Member View Data and incorporated True Fit Registration Data during the Term,



solely for enabling Retailer to (i) enhance Retailer's internal understanding of its shoppers, (ii) design and develop calculations, systems and analytic models to generate inferred metadata regarding shoppers, products, and trends which can be used to enhance or alter shopping experiences, or make business decisions, and (iii) enable third-party software and service providers to provide an enhanced impact solely for the benefit of Retailer. Upon termination of this Agreement, Retailer shall immediately and permanently delete or destroy all 360 Member View Data and True Fit Registration Data, and all data derived therefrom.

3.2 Retailer Licenses. Subject to the terms of this Agreement, Retailer hereby grants to True Fit (a) a non-exclusive worldwide, royalty-free license to use and reproduce Retailer Marks, Retailer Content and Retailer Catalog Data during the Term solely for purposes of enabling True Fit to provide the Service and the True Fit Marketplace; and (b) a perpetual, irrevocable, nonexclusive, royalty free, fully paid up, worldwide license to Retailer Transaction Data and Retailer Catalog Data for use in providing the True Fit Service.

3.3 Intellectual Property. Except as expressly stated in this Agreement, no right, title, license, or interest in either Party's Intellectual Property is intended to be given to or acquired by the other Party as a result of the execution or performance of this Agreement.

3.4 Restrictions on Use. Retailer will not disassemble, reverse engineer, or decompile the code of any True Fit Intellectual Property. Retailer shall not export any part of the Services, including (without limitation) the True Fit Registration Data or 360 Member View Data, or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules, and regulations. To the extent any such export laws, rules, or regulations prohibit True Fit from complying with any of its obligations hereunder to deliver the Services and incorporated True Fit Registration Data or 360 Member View Data, or copies thereof, such failure shall be excused and shall not constitute a breach of this Agreement. Additionally, Retailer shall not combine, incorporate, utilize, or distribute copies of the Service, True Fit Registration Data or 360 Member View Data, with or in connection with any product or system which, alone or in combination with such copies, infringes any other person's or entity's Intellectual Property or other rights.

4. Integration. True Fit will use commercially reasonable efforts to implement and provide the Service.

4.1 Personnel. Each Party will be liable for all acts and omissions of any of their respective personnel.

4.2 Maintenance. During the Term, the Parties will, at each

Party's own expense, make commercially reasonable efforts and cooperate to ensure that the Service is maintained so as to be compatible with, and accessible to Retailer Users and Service Users.

## 5. Payments.

5.1 Fees. Subscription Fees are based on the Service package selected by Retailer. True Fit reserves the right to modify Subscription Fees if Retailer's Service tier changes or has been incorrectly calculated, in the event True Fit updates its current pricing, or upon renewal (as set forth in Section 7.1). Retailer shall be provided with at least thirty (30) days advance notice of any pricing change.

5.2 Payments. Fees billed directly by Shopify shall be payable as part of Retailer's monthly Shopify invoice. Fees billed directly by True Fit shall be due and payable thirty (30) days from date of invoice by ACH or wire transfer. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law. Failure to pay any amount when due under this Agreement shall be a material breach hereof.

## 6. Data Ownership and Delivery.

6.1 True Fit Registration Data and 360 Member View Data. Subject to any rights or licenses granted in this Agreement, True Fit retains all right, title and interest in all True Fit Registration Data and 360 Member View Data whether collected before, during or after the Term.

6.2 Retailer Transaction and Catalog Data / Retailer Private User Data. Subject to any rights or licenses granted in this Agreement, Retailer retains all right, title and interest in all Retailer Transaction Data, Retailer Catalog Data and Retailer Private User Data, whether collected before, during or after the Term.

6.3 Data Delivery. Retailer will deliver to True Fit the Retailer Transaction Data and Retailer Catalog Data in a manner that allows the Retailer Transaction Data and Retailer Catalog Data to correspond with the applicable Service User and Retailer e-Commerce Site to enable such user to experience the Service for products on the Retailer e-Commerce Site (e.g., Product IDs that correspond to Product IDs used on the Retailer e-Commerce Site, a product classification that indicates the department and category in which the product is sold, and/or a brand name associated with each product). Retailer will work with True Fit to ensure that the required data elements on the Retailer Site are accessible to True Fit's code.

## 7. Term and Termination.

7.1 Term. Retailer will receive the Service while the True Fit App is installed on Retailer's Shopify Store, or is



otherwise enabled on the Retailer e-Commerce Site, and Retailer has elected a free trial or maintains an active subscription with True Fit (the “Term”). If Retailer elects to use the Service for a free trial period (“Trial”), at the conclusion of the Trial, the Trial will automatically convert to a subscription for the Service package selected by Retailer and Subscription Fees shall be invoiced immediately thereafter, unless Retailer cancels its subscription prior to conclusion of the Trial. Annual and monthly Service packages shall automatically renew for successive twelve (12) month periods for annual Service packages (“Annual Renewal Term”), or successive one (1) month periods for month-to-month Service packages (“Month-to-Month Renewal Term”). Unless otherwise specified on the Order Form, Fees for each Annual Renewal Term and Month-to-Month Renewal Term may increase one time per calendar year by the greater of (a) 3%, or (b) the percentage increase in the Consumer Price Index for All Urban Consumers reported by the U.S. Bureau of Labor Statistics for the 12 preceding months. Applicable Fees shall be invoiced in advance, unless either Party provides written notice of cancellation to the other Party at least thirty (30) days prior to expiration of the Term or then current renewal term. Fees will not be prorated or refunded for the remaining part of the Term after notice of cancellation has been given. “Uninstalling” the True Fit App from the Retailer’s Shopify store will not be considered notice of cancellation. Written notice should be sent to True Fit at [cancellations@truefit.com](mailto:cancellations@truefit.com).

7.2 Termination for Breach. Either Party may terminate this Agreement effective upon thirty (30) days prior written notice if the other Party breaches any material provision in this Agreement and fails to remedy such breach within the thirty (30) day period after receipt of such written notice by the breaching Party, or such additional reasonable period of time if such material breach is not capable of cure within thirty (30) days, with such cure period not exceeding sixty (60) days.

7.3 Insolvency; Cessation of Business. Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party has ceased operations in the normal course of business.

7.4 Survival. Upon termination or expiration of this Agreement, the following provisions shall survive: Sections 1, 3.2, 6-11, and Exhibits, to the extent relevant to the surviving sections.

## **8. Confidentiality; Data Security; DPA and SPA.**

8.1 Each Party (“Receiving Party”) acknowledges that it may receive from the other Party (“Disclosing Party”) confidential information relating to the Disclosing Party and such information includes, but is not limited to, technical, business, marketing and financial information,

and any other information that could reasonably be considered confidential or proprietary to the Disclosing Party (“Confidential Information”). The terms of this Agreement, Service package, the Services, 360 Member View Data, True Fit Registration Data, and all information relating to the foregoing or derived therefrom, shall be considered Confidential Information of True Fit. For purposes of this Agreement, Confidential Information does not include information that is or becomes generally available to the public other than through a wrongful act of the Receiving Party; is or becomes available to the Receiving Party on a non-confidential basis from a source that is entitled to disclose it to the Receiving Party; or is independently developed by the Receiving Party, its employees or third party contractors without reference to or use of the Disclosing Party’s Confidential Information.

8.2 During and after the term of this Agreement, the Receiving Party shall: (a) not use (except as authorized by this Agreement) or disclose Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party; and (b) take no less than the same measures that it takes with its own Confidential Information, and in any case no less than reasonable measures, to maintain the Confidential Information of the Disclosing Party in confidence.

8.3 Either Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party gives the Disclosing Party reasonable advance notice of such required disclosure, cooperates with the Disclosing Party so that the Disclosing Party has the opportunity to obtain appropriate confidential treatment for such Confidential Information, and if disclosure is required by the Receiving Party, the Receiving Party shall limit such disclosure as much as possible.

8.4 Except as otherwise set forth herein, all Confidential Information made available hereunder by the Disclosing Party, including all copies, notes, summaries, and excerpts thereof, shall be returned, destroyed or deleted by the Receiving Party upon request by the Disclosing Party, unless the Receiving Party is required to retain copies thereof to comply with recordkeeping requirements of any governmental agency. Any Confidential Information that cannot be returned or destroyed or deleted will remain confidential, subject to the terms of this Section 8.

8.5 All Confidential Information disclosed by Disclosing Party shall remain the property of the Disclosing Party. The Disclosing Party reserves all rights in its Confidential Information. Nothing in this Agreement or the disclosures envisaged by this Agreement shall (except for the limited use right set forth herein) operate to transfer, or operate as a grant of any intellectual property rights in the Confidential Information.



8.6 True Fit shall implement and maintain a written information security program that is reasonably designed to: (a) ensure the security, integrity and confidentiality of Confidential Information; (b) protect against anticipated threats or hazards to the security or integrity of Confidential Information; and (c) protect against unauthorized access to or use of Confidential Information. Such program shall contain physical, technical and administrative controls for the maintenance, transmittal and disposal of Confidential Information provided under this Agreement, as same are reasonable and appropriate given the type of Confidential Information received or anticipated to be received by True Fit, and shall include regularly-scheduled data security risk assessments and adjustments. Except where prohibited or otherwise provided by law, (i) True Fit shall inform Retailer of any breach of Confidential Information (a “Security Incident”) within forty eight (48) hours of discovery; (ii) provide daily updates to Retailer; (iii) within five (5) days of discovery, provide a detailed summary of the scope of the Security Incident; and (iv) allow Retailer, within Retailer’s sole discretion, to determine whether to publicly disclose the occurrence and circumstances of the Security Incident.

8.7 True Fit’s Data Processing Addendum (“DPA”) and Service Provider Addendum (“SPA”) in the current version of each document as of the Effective Date, located at [www.truefit.com/dpa](http://www.truefit.com/dpa) and [www.truefit.com/spa](http://www.truefit.com/spa) respectively, are incorporated into and are subject to this Agreement.

## **9. Indemnification.**

9.1 True Fit Indemnification. Subject to Retailer’s performance of its obligations under this Agreement, True Fit shall indemnify, defend and hold harmless Retailer from and against any losses, assessments, claims, damages, liabilities, costs and expenses, including reasonable attorneys fees (collectively “Losses”) that arise out of or relate to a third party claim or allegation (a “**Third Party Claim**”) that the Service infringes any patent, copyright, trademark, or other intellectual property right, or misappropriate any trade secret of any third party (“**Third Party Infringement Claim**”). THE FOREGOING SETS FORTH TRUE FIT’S EXCLUSIVE OBLIGATION AND ENTIRE LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. True Fit shall have no obligation

under this section to the extent that Retailer is using the Service during a free trial period, or that such claim or suit arises from: (a) compliance by True Fit with Retailer’s specifications; (b) modification of Service, True Fit Registration Data or 360 Member View Data other than by True Fit; (c) the combination of True Fit Registration Data or 360 Member View Data with products or services other

than those supplied by True Fit; (d) Retailer continuing any manufacturing, distribution, or licensing after being notified of any allegedly infringing activity or after being informed or of provided with modifications that would have avoided the alleged infringement; or (e) Retailer’s use of the Service, True Fit Registration Data or 360 Member View Data that is not strictly in accordance with the license granted hereunder.

9.2 Retailer Indemnification. Retailer shall indemnify, defend and hold harmless True Fit and its officers, directors, employees, agents, and affiliates from and against any Losses that arise out of or relate to a Third Party Claim resulting from or in connection with any act or omission by Retailer, including but not limited to, liabilities for personal injury and product liability.

9.3 Conditions for Indemnification. For a Party to be indemnified or defended in accordance with this section,

the Party seeking indemnification shall promptly notify the indemnifying Party in writing of such Third Party Claim, the indemnifying Party shall have the sole control of the defense and/or settlement thereof, and the indemnified Party furnishes to indemnifying Party, on request, all relevant information available to indemnified Party and reasonable cooperation for such defense, at the indemnifying Party’s expense. The indemnifying Party shall not admit or settle any such claim or suit without the prior written consent of the indemnified Party.

## **10. Disclaimers; Limitation of Liability.**

FOR FREE TRIAL PERIODS, RETAILER AGREES AND ACKNOWLEDGES THAT (A) TRUE FIT EXPRESSLY DISCLAIMS ANY WARRANTIES OR GUARANTEES REGARDING RESULTS FROM USE OF THE SERVICE, AND (B) TRUE FIT’S TOTAL LIABILITY TO RETAILER IN CONNECTION WITH THE SERVICE OR THIS AGREEMENT SHALL NOT EXCEED \$100.

EXCEPT AS EXPLICITLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NO WARRANTY IS GIVEN THAT THE SERVICE PROVIDED HEREUNDER IS SECURE, WILL BE CONTINUOUSLY AVAILABLE, OR IS ERROR FREE. TRUE FIT SHALL NOT BE LIABLE FOR ANY ACTION OR INACTION OF SHOPIFY OR ANY SOLUTIONS OR THIRD PARTY SERVICES YOU USE IN CONNECTION WITH YOUR USE OF SHOPIFY.



THE TOTAL LIABILITY OF THE PARTIES IN CONNECTION WITH THE SERVICE AND/OR THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) WILL NOT EXCEED THE FEES RETAILER ACTUALLY PAID TO TRUE FIT FOR THE SERVICE DURING THE (A) ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY AROSE FOR RETAILERS ON MONTH-TO-MONTH SERVICE PACKAGES, OR (B) TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE FOR RETAILERS ON ANNUAL SERVICE PACKAGES. RETAILER UNDERSTANDS THAT TRUE FIT IS NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR HARDWARE, SOFTWARE, OR OTHER ITEMS OR ANY SERVICES PROVIDED BY ANY PERSONS OTHER THAN TRUE FIT. RETAILER ACKNOWLEDGES AND AGREES THAT THE LIMITATION OF LIABILITY CONTAINED HEREIN REFLECTS A FAIR ALLOCATION OF RISK THAT IS AGREED TO BY THE PARTIES AND THAT WITHOUT SUCH LIMITATION, THIS AGREEMENT WOULD NOT HAVE BEEN MADE.

## **11. General.**

11.1 Assignment. Retailer may not assign or transfer any of its rights or obligations under this Agreement. Any attempt at such assignment will be void without the prior written consent of True Fit. True Fit may not assign or delegate any or all of its rights and obligations under this Agreement unless it is to a successor in interest in connection with a merger, consolidation, or sale of all or substantially all of its assets or equity or that portion of its business to which this Agreement relates.

11.2 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Each Party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement or the Services must be brought solely and exclusively in state or federal courts located in Massachusetts, and each Party irrevocably submits to the sole and exclusive jurisdiction of these courts.

11.3 Dispute Resolution. Any and all disputes between the Parties which are not resolved in the normal course of business shall be promptly referred in writing to each Party's business contact responsible for performance of this Agreement. If the parties are unable to resolve the

dispute within their thirty (30) calendar day period (as it may be extended), then either Party may initiate litigation or other remedies available under law or equity.

11.4 Changes to this Agreement. We may revise or update this Agreement from time to time, in our sole discretion. The date this Agreement was last updated is set forth at the end of this Agreement. All changes are effective 30 days after posting for current Retailers and immediately for new Retailers, and apply to all access to and use of the Service thereafter. Your continued use of the Service following the posting of the updated terms means that you accept and agree to the changes. In the event we make a material change to this Agreement, we will notify you by email or through the Service, and if you do not agree to such change you will have the opportunity to terminate the Service.

11.5 Miscellaneous. This Agreement, including any Exhibits hereto, and other documents referenced herein, including without limitation the Order Form, SLA, DPA and SPA, contains the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous agreements or understandings (whether written or oral) concerning the subject matter hereof. The Parties are independent contractors, and nothing herein will be construed to create a joint venture, partnership, or the relationship of principal and agent between the Parties. This Agreement may be executed in multiple counterparts (including by electronic, facsimile or PDF execution), each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. If any provision of this Agreement is determined by a court or other authority having competent jurisdiction to be void, illegal or otherwise unenforceable: (i) that provision will be enforced to the maximum extent allowed so as to effect the intent of the Parties; and (ii) all other provisions of this Agreement will remain in full force and effect. To the extent there is a conflict between the terms of this Agreement and any Exhibit or Service package documentation, the terms of this Agreement shall control. If performance of any obligation under this Agreement is prevented by any condition beyond the reasonable control of the affected Party (a "Force Majeure Event"), the Party so affected, upon giving prompt written notice to the other Party, will be excused from such performance to the extent of such prevention. The foregoing shall not relieve a Party from its obligation to use all commercially reasonable efforts to resume performance under this Agreement as soon as possible following the Force Majeure Event.



## EXHIBIT A: STANDARD ADOPTION REQUIREMENTS

True Fit's goal is to provide optimal results to the Retailer. To that end, True Fit continually optimizes its best practices towards end user engagement by closely analyzing performance metrics, User Experience (UX) industry best practices, market conditions, and performing comprehensive usability testing and A/B testing of Service features and functions.

True Fit understands that Retailer's product pages and overall brand are extremely important. True Fit always aims to provide a UX that will seamlessly integrate into a retail site experience, as best it reasonably can. Occasionally, changes to our best practices which have been optimized for most retail environments may be requested of True Fit that could negatively impact service performance. Therefore, True Fit and Retailer agree to adhere to the following core practices.

### TRUE FIT DATA REQUIREMENTS

1. Data Quality
  - a. Retailer acknowledges that for True Fit's Services to function correctly, Retailer must supply True Fit with the correct data in the correct format on an ongoing basis.
2. Requirements
  - a. Retailer agrees to supply True Fit with:
    - i. A daily Product Catalog including unique identifiers for each product Retailer sells (each a "Product ID") that align with Product IDs used on the retailer ecommerce site.
      1. The same Product ID must not be used for multiple different products.
    - ii. Sales data (near real time) for all digital transactions via Line Item Tracking pixel.
      1. Price shared via the Line Item Tracking pixel represents selling price (the price the customer paid including all discounts etc., not MSRP).
  - b. Retailer grants True Fit permission, and has all necessary rights to grant such permission to True Fit, to extract product information from Retailer's public assets (i.e., websites, apps, etc.), provided such information gathering does not negatively impact or cause a material amount of additional traffic to Retailer's websites. This data is part of the Retailer Catalog Data, defined in the True Fit Terms of Service.
  - c. User/shopper IDs, Product IDs, and order IDs must be consistent across all data integration points (catalog, Line Item Tracking pixel)
  - d. User/shopper IDs, order IDs, and Product IDs must not be re-used. Re-use means using the same ID for different users, orders, or products
  - e. If Retailer has the option (based on selected Package) and requests that True Fit use a specific font, it is Retailer's obligation to ensure that its font license includes a right and license for True Fit to employ the font in the True Fit widget.

**PRODUCT PAGE CALL TO ACTION (CTA).** In order to maximize user engagement/click-through rate (CTR), and ultimately conversion to sale, True Fit requires adhering to the following guidelines concerning onsite widgets:

1. True Fit JavaScript code & cookies must be loaded on the Retailer site as a high priority item.
  - a. If end users are given the ability to opt out of loading certain types of code or cookies when visiting the Retail site, True Fit code & cookies must be considered required / strictly necessary for the Retail site to function properly. Not classifying True Fit as such may have a dramatic negative impact on True Fit adoption, and thus the Services' estimated and actual impact.
2. True Fit widgets shall be obviously clickable/actionable.
3. True Fit widgets/CTAs shall employ optimized copy controlled by the True Fit Platform (for example, "Which Size Fits Me?", "What's My Size?").
4. While there is some flexibility to widget placement, the primary placement shall be intuitive to the user in terms of overall page hierarchy (for example, by placing the True Fit widgets near the size selection tool, or above any Add to Bag function, etc.).
5. To maximize performance on most retail sites, it's recommended that the True Fit widget be placed above any traditional size chart link, below the retailer size selection tiles, and above Add to Bag.
6. True Fit's brand guidelines shall be adhered to where required to ensure clarity to shoppers regarding with whom they will be engaging.
7. True Fit widgets/CTAs will be maintained by True Fit and will adhere to True Fit's design standards and best practices. To ensure proper performance and impact, the True Fit widgets/CTAs styling and functionality shall not be further **adjusted by**



the retail site code without prior True Fit approval. True Fit and the Retailer will ensure that True Fit widgets/CTAs shall employ font sizes reasonable enough to be readable, clickable (desktop) and tappable (mobile/tablet).

8. True Fit shall be responsible for all creative used in connection with the True Fit Service.

**TRUE FIT REGISTRATION EXPERIENCE.** True Fit aims to make its registration UX as short and simple as possible for the end user. To keep consumer engagement rates as high as possible, True Fit requires adhering to the following practices:

1. True Fit registration shall employ its tested & approved features and copy throughout the UX.
2. True Fit users shall be shown a prompt to save their True Fit account (saving is optional to the user).
3. True Fit registration shall employ a button or link, input, select box & font sizes reasonable enough to be readable, clickable (desktop) and tappable (mobile/tablet).
4. True Fit's brand guidelines shall be adhered to where required.

**TRUE FIT DATA COLLECTION FOR STANDARD REPORTING.** True Fit provides Retailer access to Performance Analytics Dashboards which provide ongoing measurements of the True Fit platform's impact on the Retailer's consumers and business. In order to facilitate the creation of these reports, True Fit requires Retailer to implement the following data collection mechanisms as part of the True Fit integration:

1. Checkout Page Order Confirmation via the Line Item Tracking pixel.
2. Sitewide Tracking Integration via the Session Tracking API.

**CONTINUAL TRUE FIT EXPERIENCE OPTIMIZATION.** True Fit continually tests and releases enhancements and changes to its products. True Fit utilizes live A/B tests as a way to measure the True Fit platform and feature impact, and to enable design optimization. True Fit reserves the right to perform these tests at any time across all aspects of its software, including, but not limited to, True Fit's widgets, modal, and recommendations.

True Fit releases new and updated product features on a regular cadence relating to its widgets, modal, recommendations, and other technologies. True Fit reserves the right to update Retailer implemented solutions without prior notice.

*Last Updated April 20, 2024*