

TERMS OF USE FOR BLOOMINGVILLE'S VISUAL MATERIAL

Use of Bloomingville's visual material and AI

Visual material made available by Bloomingville via PIM, the Image Bank or other official channels may be used by Bloomingville's customers and business partners for the marketing and sale of Bloomingville's brands and products within the specified period of use.

If an image has an expiry date, it is the responsibility of the customer or business partner to cease using the image and remove it from active sales and marketing channels no later than the expiry date. Bloomingville cannot be held liable for the customer's or business partner's continued use of the material after the stated expiry date.

If visual material provided by Bloomingville is AI-generated or contains content created using generative AI, this will be indicated alongside the material. For AI-generated material created or commissioned by the customer or business partner, the customer or business partner is responsible for correct labelling and compliance with applicable legislation.

Bloomingville's images, packshots, lifestyle images, videos and other visual material may not be used for AI training or to create generative AI content that is offensive, misleading, controversial, illegal or otherwise likely to harm or misrepresent Bloomingville, Bloomingville's brands, products or reputation. **Images featuring identifiable models may not be used to generate new or synthetic representations of the model using generative AI.**

Bloomingville reserves the right to require the removal of AI-generated or AI-manipulated material based on Bloomingville's visual material if its use violates the above terms or otherwise infringes Bloomingville's rights.

The customer or business partner is in all cases responsible for ensuring that the use of Bloomingville's visual material complies with applicable legislation in the country where the material is used.

