

## Made 4 Me Platform

### Terms of Use

THESE TERMS OF USE AND THE [DOS AND DON'TS](#) APPLY TO THE USE OF THE MADE4ME PLATFORM FOR CREATION OF PERSONALIZED APPAREL AND ACCESSORIES, HOMEWARES AND OTHER CONSUMER PRODUCTS, , INCLUDING GRAPHICS/IMAGES, FOR PERSONAL USE USING ARTIFICIAL INTELLIGENCE (LOCATED AT [m4me.co](#)), AND ANY RELATED SERVICES (COLLECTIVELY “**PLATFORM**”). THE PLATFORM IS MADE AVAILABLE BY [UNIFI3D (HONG KONG) LIMITED] AND ITS AFFILIATES (“**WE**”, “**US**” OR “**UNIFI3D**”). EACH ORGANIZATION OR INDIVIDUAL WISHING TO MAKE USE OF THE PLATFORM (“**YOU**”) IS SUBJECT TO THESE TERMS OF USE. BY ACCESSING OR USING THE PLATFORM, YOU ARE AGREEING TO THESE TERMS OF USE.

BY CLICKING OR TAPPING ANY BUTTON OR BOX MARKED “ACCEPT”, “AGREE” OR “OK” (OR A SIMILAR TERM) REFERENCING THESE TERMS, YOU AGREE TO BE BOUND BY THESE TERMS, AND YOU AFFIRM THAT YOU ARE OF LEGAL AGE WHERE YOU LIVE AND HAVE THE LEGAL CAPACITY TO ENTER INTO THESE TERMS AS AN INDIVIDUAL OR AS AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ORGANIZATION ON WHOSE BEHALF YOU ARE ACTING. THESE TERMS OF USE CONSTITUTE A LEGALLY BINDING AGREEMENT BY AND BETWEEN YOU AND UNIFI3D GOVERNING YOUR USE OF THE PLATFORM (THE “**AGREEMENT**”).

#### 1. Permission to use the Platform.

- 1.1. *Permission.* Subject to the terms and conditions of this Agreement, we grant you a limited, revocable, personal, non-assignable, non-sublicenseable, and non-exclusive license to access and use the Platform, as made available to you over the Internet, to access, upload information in relation to the design and creation of a t-shirt solely for your personal use. We do not permit any other usage of the Platform. Except as set forth in this Section 1.1, no other right or license of any kind is granted by us to you under this Agreement with respect to the Platform.
- 1.2. *Intellectual Property.* This Agreement does not transfer to you any title or any ownership right or interest (including any intellectual property rights) in the Platform. You acknowledge and agree that the Platform is owned by us and our licensors, and that the Platform contains, embodies and is based on patented or patentable inventions, trade secrets, copyrights and other intellectual property rights owned by us and/or our licensors. Your rights with respect to the Platform are limited to the terms and conditions in this Agreement. Subject to the rights and licenses granted to us in Section 3.2, you shall retain ownership of all of Your Content (as defined in clause 3.1 below).
- 1.3. *Conditions.* The license granted above includes the terms and conditions set forth in this Agreement and you must comply with these terms and conditions, including the Made4Me Platform Dos and Don'ts and all applicable laws. These terms and conditions constitute contractual restrictions, defining and limiting your permission to access the Platform and our services, and also any licenses under intellectual property in and to the Platform. If you use the Platform in violation of the terms and conditions of this Agreement, it may constitute a breach of contract, a violation of any laws prohibiting access without or exceeding permission, and/or an infringement of our intellectual property rights. We reserve the right to revoke your access to the Platform without notice if we determine, in our sole discretion, that you have breached any terms and conditions of this Agreement.

- 1.4. *Rights Reserved.* We reserve all rights not expressly granted herein, including, without limitation, title, ownership and all intellectual property rights to the Platform, any information we upload or display, our technologies, our trademarks, and any other tangible and intangible items we own or license from third parties.
- 1.5. *Minimum Age.* We do not allow persons under the age of eighteen (18) to use the Platform. By using the Platform, you represent and warrant that you are eighteen (18) years of age or over. In the event that we become aware that you are under the age of eighteen (18) while using the Platform in any manner, we reserve the right to revoke your access to the Platform and remove all information you have uploaded to the Platform (if any) without notice.
- 1.6. *Your responsibilities.* You shall be solely responsible for providing and maintaining all hardware, software (other than the Platform), browsers, communication connectivity and bandwidth required to access and use the Platform. You further agree that you are responsible for all activity occurring under your account and shall abide by all applicable laws in connection with your use of the Platform. You acknowledge and agree that any output from the Platform may not be accurate and that you will evaluate the output for accuracy and appropriateness before using or sharing output from the Platform.

## **2. Registration; Accounts; User Names; Passcodes.**

- 2.1. The Platform may require you to register a user account or otherwise enter a user name, password or other data, information or credential (“**Access Credentials**”) in order to make full use of the Platform. You agree to keep your Access Credentials and registration information accurate and up-to-date. Failure to do so shall constitute a breach of this Agreement, which may result in the termination of your account, and restrict your ability to access the Platform.
- 2.2. If you register an account, you agree that you are solely responsible for any and all activity for all use of the Platform through your account and any breach of this Agreement.
- 2.3. You may not register a user name that is illegal to use in any way, including names that can be mistaken for another person, legal entity or trademark or a name that is offensive in any way. We may reject your Access Credentials or other information that you provide to us.
- 2.4. Your Access Credentials are for your use only and should be kept confidential. You, and not us, are responsible for any use or misuse of your username or password in connection with your use of the Platform. Sharing or otherwise disclosing any Access Credentials with any unauthorized party is prohibited. You shall: (i) notify us immediately of any confidential breach or unauthorized use of your Access Credentials; and (ii) not impersonate any other user of the Platform or provide false identity information to gain access to use the Platform.

## **3. Rights to content on the Platform.**

- 3.1. *Your Content.* You retain ownership of all rights, including all copyrights, trademarks and any other intellectual property rights to any files or other content that you obtain or develop independent from the Platform and upload to the Platform and any images, graphics, or artwork or other output that you create through the Platform (“collectively, “**Your Content**”). You remain free to use Your Content at your sole discretion. You grant us a limited license to store and use Your Content solely as required to provide you the services provided via the Platform, to train our AI model and to retain a copy of Your Content for audit and record-

keeping purposes. You agree that we are not responsible for any loss or unauthorized deletion of content from the Platform, including Your Content. Thus, you agree that you are solely responsible for securing and backing up Your Content.

- 3.2. *License to Use Your Content.* Except to the extent Your Content or any of your communications to us include Personal Information (defined in the Privacy Policy), by uploading of Your Content to, or creation of Your Content through, the Platform or communicating with us (through the Platform or by any other means), you grant us a worldwide, royalty-free, perpetual, irrevocable, assignable, sublicensable, non-exclusive license to access, use, display, reproduce, distribute and store Your Content, and edit, modify, create derivative works of, Your Content (“**Derivative Works**”) in any form for the purposes of providing the Platform, to maintain, develop and improve the Platform (including training our models), any purpose tangentially related to the Platform, to comply with applicable law and to enforce these Terms of Use. You, and not us, shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use all Your Content. You agree not to assert any moral rights or rights of publicity against us for using Your Content or any Derivative Works.
- 3.3. *Our Files and Contributions.* We reserve all rights to our files, contributions and information, including to any Derivative Works prepared by us unless otherwise agreed in writing, without limiting the generality of Section 1.4.
- 3.4. *Similarity of Content.* You acknowledge and agree that due to the nature of the Platform and that it utilizes artificial intelligence, Your Content created through the Platform may not be unique and may be similar to content generated by other users of the Platform.

#### 4. Fees and costs.

- 4.1. *Platform Fees.* Any fees that we charge for your use of our Platform, and the associated payment terms, will be agreed separately in writing.
- 4.2. *Costs Incurred by You.* You agree to pay, and you are solely responsible for, any costs, fees or other amounts you incur in connection with your use of the Platform or any transaction you enter into as a result of using the Platform, including without limitation materials, fees or other costs for any items or services purchased or ordered, courier or delivery fees, taxes, and customs duties.

#### 5. Restrictions on use of the Platform.

- 5.1. *Prohibited Conduct.* You must not access or use the Platform, or upload any information or content, in violation of the terms and conditions of this Agreement (including in particular any of the following prohibited activities), the Dos and Don'ts and any applicable laws or regulations of any jurisdiction where you access to or use the Platform, or any third-party rights (collectively “**Prohibited Conduct**”).

The following activities are expressly prohibited from your use of the Platform:

- Using or submitting any offensive content including, but not limited to, obscene language, obscene references, obscene images, threatening or harassing messages, discriminatory actions, messages, or images, and defamatory statements.
- Using the Platform in a way that infringes, misappropriates or violates the rights of any other party, including intellectual property rights.

- Posting false, misleading, or fraudulent statements or content.
  - Engaging in any activity that is unauthorized advertisements or promotions, including unauthorized solicitation of other users of the Platform.
  - Collecting Personal Information of other users of the Platform without that user's consent.
  - Engaging in any activity that compromises the security of the Platform, including but not limited to hacking, cyberattacks, worms, viruses, spamming, phishing, cancel bots, Trojan horses, mail bombing or crashing, or introducing malware.
  - Engaging in any activity designed to impede the use of the Platform by other users, including overloading, flooding, or denial of service attacks.
  - Framing or deep linking into the Platform.
  - Accessing the Platform by means of automated process, spiders, bots or similar device.
  - Automatically or programmatically extracting data or output from the Platform.
  - Using output from the Platform to compete with Made4Me.
  - Representing that any output from the Platform or Your Content was human generated when it was not
- 5.2. *Applicable Laws.* When using the Platform, or when using any content provided by us, you must obey all applicable laws.
- 5.3. *Our Right to Remove Content.* We reserve the right to monitor your use of the Platform and, in addition to our right to revoke your access to the Platform in Section 1.3, we reserve the right to revoke or deny access to the Platform and/or withhold, remove or delete any files, information, or other content you upload to the Platform (including any of Your Content and Derivative Works) without notice, if we determine, in our sole discretion, that the content or your uploading of the content amounts to Prohibited Conduct or otherwise any breach of this Agreement.
- 5.4. *Your Warranty and Indemnity.* You represent and warrant that all access to and use of the Platform by you will fully comply with these terms and conditions of this Agreement and with all applicable laws. Except to the extent prohibited under applicable law, you agree to indemnify, defend and hold harmless UNIFI3D and its affiliates, employees, agents, representatives and third-party service providers, for any and all claims, demands, actions, liability, fines, penalties and expenses (including reasonable attorney's fees) that may arise from (i) any of your acts through the use of the Platform or activities in connection therewith, and (ii) any breach or alleged breach of this Agreement by you. You acknowledge that we have control over our legal defense of any claim or demand however we see fit, and you agree to provide all necessary assistance upon our reasonable request.
- 5.5. *Third Party Intellectual Property Rights.* Without limiting the generality of Section 5.1, you must not upload any infringing files, information, or other content to the Platform, or provide us with suggestions, directions or instructions during your use of the Platform, that may infringe any third-party trademarks, copyrights or other intellectual property rights. Without limiting the generality of Section 5.4, you must indemnify us and hold us harmless from any third party claims that allege infringement caused by you in violation of this Section 5.5.
- 5.6. *No Reverse Engineering; Other Restrictions.* You shall not, directly or indirectly: (i) sell, rent, lease, redistribute, sublicense or transfer any services of the Platform; (ii) modify, translate, reverse engineer (except to the limited extent permitted by law), decompile, disassemble, or create derivative works based on, the Platform; (iii) use the Platform for the benefit of any third

parties or in any way other than what is expressly permitted in this Agreement; (v) create Internet links to the Platform or frame or mirror the web page(s) from which the Platform is accessed; (vi) remove, alter or obscure any proprietary notice, labels or marks on the Platform or any web pages(s) from which the Platform is accessed; or (vii) disable or circumvent any access control or related process or procedure established with respect to the Platform.

## **6. Changes.**

You acknowledge that we may change the Platform or the terms and conditions of this Agreement with reasonable advance notice, at our sole discretion. We may also assign this Agreement to an affiliated entity or an acquirer of all or substantially all our assets, including your Personal Information (as defined in the Privacy Policy).

## **7. Warranty Disclaimer.**

OUR SERVICES OF THE PLATFORM, AND YOUR ACCESS AND USE OF THE PLATFORM, MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS NOT IN OUR CONTROL AND INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WE PROVIDE THE PLATFORM AND ANY INFORMATION AND SERVICES 'AS IS,' WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. YOUR USE OF THE PLATFORM AND ANY MATERIALS AND INFORMATION ON THE PLATFORM IS AT YOUR SOLE RISK. FURTHER, ANY TRANSACTIONS YOU ENTER INTO AS A RESULT OF USING THE PLATFORM ARE AT YOUR SOLE RISK. WE DISCLAIM ANY WARRANTIES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. IN PARTICULAR, WE EXPRESSLY DISCLAIM ANY WARRANTIES OR REPRESENTATIONS IN RESPECT OF THE PLATFORM AND ANY MATERIALS SHOWN ON OR CREATED THROUGH THE PLATFORM, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT, OR SYSTEM INTEGRATION. YOU ACKNOWLEDGE AND AGREE THAT THE PLATFORM AND ITS SERVICES ARE DESIGNED TO BE TOOLS TO ASSIST YOU IN THE DESIGN AND CREATION OF APPAREL ITEMS. WE MAKE NO WARRANTY THAT THE PLATFORM OR ANY ASSOCIATED SERVICES WILL OPERATE ERROR-FREE, FREE OF ANY SECURITY DEFECTS OR IN AN UNINTERRUPTED MANNER.

## **8. Limitation of Liability.**

- 8.1. We will not be liable to you for (i) any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: your use of, or inability to use, the Platform, including any claims arising as a result of third party claims of intellectual property right infringement; or (ii) your use of or reliance on any content displayed on the Platform.
- 8.2. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Platform or to your access to or downloading of any content on the Platform.
- 8.3. We shall further not be liable for damages resulting from your use of (or the inability to use) electronic means of communication with the Platform, including, but not limited to, damages

resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.

- 8.4. Nothing in this Agreement excludes or limits either Party's liability for death or personal injury arising from negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.
- 8.5. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF SALES, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA OR INFORMATION, LOSS OF BUSINESS OPPORTUNITY, GOODWILL AND/OR REPUTATION OR ANY OTHER DAMAGES, NOR FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES, IN EITHER CASE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROVISION OR USE AND/OR INABILITY TO USE THE PLATFORM OR BY WAY OF INDEMNITY. YOUR SOLE REMEDY IN CASE OF DISSATISFACTION SHALL BE TO DISCONTINUE YOUR USE OF THE PLATFORM AND REQUEST US TO CLOSE ANY ACCOUNTS THAT YOU MAY HAVE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN THE EVENT THAT WE AND/OR ANY OF OUR AFFILIATED ENTITIES IS LIABLE FOR YOUR LOSSES UNDER MANDATORY LAW, THE MAXIMUM AGGREGATE LIABILITY OF WE AND/OR OUR AFFILIATES UNDER THIS AGREEMENT, WHETHER BY WAY OF INDEMNITY OR OTHERWISE, SHALL BE LIMITED TO THE GREATER OF \$1000 U.S. DOLLARS OR THE FEES PAID BY YOU FOR THE USE OF THE PLATFORM FOR THE PRECEDING 6 MONTHS.

## 9. Use of Personal Information.

Our use of your Personal Information as described in the Privacy Policy available at [m4me.co/privacy](https://m4me.co/privacy)".

## 10. Copyright Complaints

We respect the intellectual property of others. If you believe that your work has been used by others in a way that constitutes copyright infringement, please provide us with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- description of the copyrighted work that you claim has been infringed;
- the location on the Platform of the material that you claim is infringing;
- your address, telephone number and e-mail address;
- a statement that your claim of infringement is based on a good faith belief; and
- a statement made under penalty of perjury that the information you have provided is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notice of claims of copyright infringement on the Platform should be sent to [hello@m4me.co](mailto:hello@m4me.co)

## 11. Miscellaneous.

- 11.1. *Hyperlinks.* Where the Platform contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked sites or resources or information you may obtain from them. We have no control over the contents of those sites or resources.

- 11.2. *User-Generated Content.* The Platform may include information and materials uploaded by other users of the Platform, including bulletin boards and chat rooms. We do not control, verify or endorse, and are not responsible for, any user-generated content, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of any user-generated content, or any intellectual property rights therein. Nothing in this Agreement will be deemed to be a representation or warranty by us with respect to any user-generated content. The availability of any user-generated content through the Platform does not imply our endorsement of, or our affiliation with, any provider of such user-generated content even if such user-generated content are marketed or distributed via the Platform or any of the other material provided by us, nor does such availability create any legal relationship between you and any such provider. If you wish to complain about information or materials uploaded by others, please contact us at [hello@m4me.co](mailto:hello@m4me.co).
- 11.3. *Discontinuance of Platform.* We may decide to discontinue the Platform at any time but will provide advance notice to you.
- 11.4. *Entire Agreement.* These terms and conditions of this Agreement, and any writing between us related to the Platform fees and payment terms, constitute the entire agreement between us with respect to the Platform, your access to and use of the Platform, and any transactions you enter into as a result of using the Platform. Every time you access or use the Platform, you reconfirm our Agreement based on the then-current version of these terms and conditions of this Agreement. This Agreement supersedes all prior and concurrent agreements and understandings with respect to the subject matter addressed in these terms and conditions of this Agreement, including any agreements with our affiliates, except to the extent that we enter into a separate written agreement with you that expressly derogates from specifically identified sections of this Agreement. Any changes to this Agreement shall be null and void, except changes agreed by us in a written contract that expressly and specifically refers to the particular sections of these terms and conditions of this Agreement to be changed.
- 11.5. *Relationship of Parties.* This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the Parties, and the Parties shall at all times be and remain independent contractors. Except as expressly agreed by the Parties in writing, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect.
- 11.6. *Assignment.* This Agreement and any rights hereunder granted to you are personal and non-assignable to any third party. You may not assign or transfer any of your rights or obligations under this Agreement or any rights and licenses granted hereunder to another person or legal entity, by operation of law or otherwise, without our express prior written consent; any attempted transfer or assignment in violation hereof shall be null and void. We may assign, transfer, subcontract or delegate all or any part of our rights and obligations under this Agreement to any person or entity, including any of our affiliates, without your consent.
- 11.7. *Force Majeure.* Except with respect to your obligation to make timely payments, neither Party shall be responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosion, earthquakes, floods, epidemics, pandemics, wars, labor disputes, government requirements, civil or military authorities, acts of God or by the public enemy, inability to secure raw materials or transportation facilities, acts or omissions of carriers or suppliers, or other causes beyond its reasonable control.

- 11.8. *Severability.* If any section, or any portion thereof, of this Agreement is held illegal, void, invalid or unenforceable, such section will be changed and interpreted to accomplish the objectives of the section to the greatest extent possible under any applicable law and the remaining provisions will continue in full force and effect.
- 11.9. *Typographical Errors.* Information on the Platform may contain technical inaccuracies or typographical errors. We do not warrant the content of the Platform is accurate, complete, reliable, current, or error-free.
- 11.10. *Communications.* Applicable laws may require that certain information or communications be in writing. When using the Platform, you accept and agree that communication with us may be electronic. We may contact you by email or provide you with information by posting notices on the Platform. For any contractual purposes, you agree to electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirements that such communication be in writing. This provision does not affect your statutory rights.
- 11.11. *Choice of Law and Arbitration.* These terms and conditions of this Agreement, our contract and any dispute arising out of or related to these terms and conditions of this Agreement or the Platform, shall be governed by the laws of Hong Kong. Any dispute, controversy, difference or claim arising out of or relating to these terms and conditions of this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.
- 11.12. *Language.* If this Agreement is translated into any other language, the English language version shall prevail.
- 11.13. *Contacting Us.* Questions, comments and requests are welcomed and should be sent to: [hello@m4me.co](mailto:hello@m4me.co).