

TERMS OF SERVICE

Last Updated: 5th May 2026

Welcome to <https://genesys3d.com/> (the "**Website**"). These Terms of Service (hereinafter referred to as the "**Agreement**" or "**Terms**") constitute a legally binding agreement between ZENCHMARK LTD, a Private limited Company incorporated under the laws of England and Wales, Company number 15631273, with its registered office located at Second Floor, 55 Riding House Street, London, England, W1W 7EE (hereinafter referred to as the "**Company**," "**we**," "**us**," or "**our**"), and you, the individual or legal entity accessing or using our Website and Services (hereinafter referred to as "**you**", "**your**" or the "**User**").

By accessing or using the Website, including by browsing, creating an account, or otherwise using any services offered through the Website, you confirm that you have read, understood, and agree to be legally bound by these Terms, as well as by our Privacy Notice and Cookie Notice, each of which is incorporated into these Terms by reference.

If you are entering into this Agreement on behalf of a company, organization, or other legal entity, you represent and warrant that you have the legal authority to bind such entity to these Terms, in which case the terms "you" or "User" shall refer to such entity. If you do not have such authority, or if you do not agree with these Terms, you must not accept this Agreement and may not access or use the Services.

If you have any questions about these Terms or Services, please contact us at: support@genesys3d.com.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Agreement, the following capitalized terms shall have the meanings ascribed to them below:

- "**Account**" means the personalized and secured virtual space allocated to the User within the Platform, accessible via unique credentials.
- "**Affiliate**" means, with respect to any party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity.
- "**AI Technology**" means the proprietary and third-party artificial intelligence algorithms, machine learning models, neural networks, and generative technologies integrated into the Platform to process AI User Input and generate User-Generated Output.
- "**AI User Input**" means any and all prompts, text descriptions, parameters, images, sketches, reference materials, or other data uploaded, typed, or submitted by the User to the Platform for the purpose of directing the AI Technology to create specific outputs.
- "**Applicable Law**" means all applicable laws, statutes, regulations, ordinances, codes, rules, guidelines, and orders of any governmental authority, including but not limited to the laws of England and Wales and other applicable laws and

regulations, including, any data protection laws such as the General Data Protection Regulation (GDPR).

- **"Business Day"** means any day other than a Saturday, Sunday, or a public holiday recognized in England, on which banks are open for general commercial business.
- **"Confidential Information"** means all non-public, proprietary, or confidential information disclosed by one party to the other, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
- **"Content"** means any text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided, or otherwise made available through the Services.
- **"Digital Items"** means 3D arts, images and other digital items as may be available at the Platform from time to time.
- **"Force Majeure Event"** means any circumstance outside the reasonable control of the Company, including, without limitation, acts of God, armed conflict, war, riots, civil unrest, terrorism, malicious damage, compliance with applicable laws or governmental orders, rules, regulations or directives, accidents, failure of equipment or machinery, fire, flood, storm, pandemic, or failure of suppliers or subcontractors, including internet service providers.
- **"Intellectual Property Rights"** means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals, and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.
- **"Platform"** means, collectively, the Website, the AI Technology, the API, the software, the user interface, and all related tools and services provided by the Company.
- **"Prohibited Jurisdiction"** means any country or territory subject to comprehensive sanctions or where the provision of the Services would be unlawful or contrary to the Company's compliance policies, including those explicitly listed in Section 3.2.
- **"Services"** means the definition as defined in Clause 2.1;
- **"Token"** means the virtual currency purchased by the User and stored in the Account, which is used solely for the specific purpose of redeeming Services on the Platform;
- **"Third-Party Service Provider"** means any third party, including payment processors, cloud hosting services, and AI model providers (via API), whose services are integrated into or utilized by the Platform.
- **"User-Generated Output" or "Output"** means the specific image, 3D model, video, or textual content generated by the AI Technology and delivered to the User's Account as a direct result of the User's AI User Input.

1.2 Interpretation

- The section and clause headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.
- References to the singular shall include the plural and vice versa, and references to any gender shall include all genders.
- The terms “including”, “include”, “in particular”, or any similar expressions shall be construed as illustrative only and shall not limit the generality of the words preceding them.

2. DESCRIPTION OF SERVICES

2.1 Services

The Company provides access to the Platform, including the ability to utilize AI Technology to generate 3D artwork, visuals, and other digital assets based on AI User Input. We also operate as independent online store offering Digital Items and other related services. When you purchase Digital Items from us, you are licensing, not purchasing, such items. Subject to your compliance with these terms, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Digital Items solely for your personal, non-commercial purposes.

You may not reproduce, distribute, modify, create derivative works of, publicly display, or commercially exploit the Digital Items without our express prior written consent. All right, title, and interest in and to the Platform, AI Technology, and Digital Items, including all associated intellectual property rights, remain exclusively with the Company or its licensors. Furthermore, all Digital Items and AI-generated assets are provided on an "AS IS" and "AS AVAILABLE" basis, without any warranties of any kind, either express or implied, including fitness for a particular purpose or non-infringement.

We do not promise or guarantee any particular outcomes, results, value retention, rarity, market price, trading profit, or gameplay advantage from any Digital Item.

You understand and agree that your ability to purchase, receive, or use Digital Items may be impacted by policies, technical constraints, trade restrictions, outages, or changes introduced by those third parties. We do not control and are not responsible for third-party platforms.

You understand that we are not affiliated, associated, authorized, endorsed by, or in any way officially connected with any rightsholders which trademarks may be represented at the Website.

We may add, update, suspend, or discontinue any feature, functionality, or component of the Platform at any time for any reason (including maintenance, security, or legal compliance). Where feasible, we will take reasonable steps to minimize material adverse impact on active transactions. If your Account is terminated or suspended, Digital Items and any account-associated items, balances, or configurations may be permanently removed and will not be recoverable or refundable, except as required by law or explicitly provided for in these Terms.

You understand and agree that your access to and use of the Platform is licensed to you under these Terms. You do not acquire ownership rights in the Platform or its

Content. The Agreement does not transfer title to any software, code, or intellectual property in the Platform or Content, apart from the limited rights expressly granted to you.

You acknowledge and agree that the Services may experience interruptions, maintenance periods, modifications, or operational limitations arising from technical, security, or operational factors.

2.2 Availability

While we endeavor to provide continuous access to the Platform on a 24/7 basis, uninterrupted or error-free availability is not guaranteed. The Platform may be temporarily unavailable due to scheduled or unscheduled maintenance, updates, or unexpected technical issues.

We may, in our discretion, suspend, rate-limit, or restrict access to parts of the Platform for maintenance, upgrades, security, or operational needs, or in response to suspected abuse or policy violations.

We may deploy various security measures, including but not limited to multi-factor authentication, IP address verification, device fingerprinting, and transaction monitoring. By choosing to disable or not use any available security feature, you acknowledge and accept the increased risk and assume responsibility for any consequences arising therefrom.

3. ELIGIBILITY AND ACCESS RESTRICTIONS

3.1 Age Requirements

Access to the Platform is permitted solely to individuals who have reached the age of eighteen (18) years or the age of legal majority applicable in their country of residence, whichever is higher. By accessing or using the Platform, you represent and warrant that you satisfy this age requirement. Individuals under the age of 18 are strictly prohibited from using the Services under any circumstances, including with parental or guardian consent, unless such use is expressly permitted by applicable local law and has been confirmed by the Company in writing.

3.2 Restricted Jurisdictions

The Company strictly prohibits the use of the Platform in jurisdictions where such use would violate international sanctions, local laws, or the Company's risk appetite. You represent and warrant that you are not located in, a citizen of, or resident in any of the following territories: Afghanistan, Albania, Algeria, Angola, Belarus, Bosnia and Herzegovina, Bulgaria, Burkina Faso, Burundi, Cameroon, Central African Republic, Chad, China, Croatia, Cuba, Democratic Republic of the Congo, Democratic People's Republic of Korea (North Korea), Ethiopia, Gabon, Guatemala, Guinea, Guinea-Bissau, Haiti, Iran, Iraq, Kenya, Kosovo, Laos, Lebanon, Liberia, Libya, Madagascar, Mali, Moldova, Monaco, Montenegro, Mozambique, Myanmar (Burma), Namibia, Nicaragua, Niger, Nigeria, Northern Cyprus, North Macedonia, Philippines, Republic of Congo, Russia, Senegal, Serbia, Sierra Leone, Somalia, South Africa, South Sudan, Sri Lanka, Sudan, Suriname, Syria, Tanzania, Tunisia, Venezuela, Vietnam, Yemen, Zimbabwe as well as all disputed/occupied territories (e.g., Northern Cyprus, Crimea, Donetsk, Kherson, Luhansk and Zaporizhzhia territories etc.). The Company reserves the right to apply technical enforcement measures, including IP address blocking and geolocation technologies, to ensure compliance with these restrictions.

Any attempt to circumvent these restrictions (e.g., via VPN or proxy) constitutes a material breach of this Agreement.

4. ACCOUNT REGISTRATION AND SECURITY

4.1 Account Creation

In order to access the full functionality of the Services, specifically the generation of User-Generated Output, you must register and create an Account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

4.2 Security Responsibilities

You are solely responsible for safeguarding your Account password and for all activities that occur under your Account. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities. You must notify the Company immediately at support@genesys3d.com upon becoming aware of any breach of security or unauthorized use of your Account.

4.3 Account Verification

The Company may, at its discretion, request additional information or documentation at any time for the purposes of verifying your identity, age, or billing details, including in connection with Know Your Customer (KYC) procedures. Failure to provide such information in a timely manner may result in suspension or termination of your Account.

4.4 No Account Sharing

Your Account is intended for your personal use only. You may not sell, assign, transfer, sublicense, or otherwise share your Account or any related rights, including Tokens, with any third party. Any attempt to do so shall be null and void and may result in immediate termination of the Account.

5. SERVICE DESCRIPTION AND AI DISCLAIMERS

5.1 Nature of the Service

The Platform provides an interface through which Users can interact with third-party generative AI models to create visual content. You acknowledge that the Company acts as an intermediary providing access to these models via API and does not manually create or edit the content.

5.2 Non-Commercial Use License

The Services provided under this Agreement are intended solely for your personal, non-commercial home use. Unless you have entered into a separate valid commercial license agreement with the Company: (a) You may not sell, license, rent, or otherwise commercially exploit the User-Generated Output; (b) You may not use the User-Generated Output as part of a trademark, logo, or corporate branding; (c) You may not use the Output in any advertising or marketing materials.

5.3 AI Inherent Limitations and Risks

By using the Services, you acknowledge and accept the inherent risks associated with generative AI technology:

- **Unpredictability:** The AI Technology is probabilistic. The Company does not guarantee that the User-Generated Output will align perfectly with your AI User Input or expectations.
- **Similarity:** Due to the nature of AI models, the Platform may generate the same or similar output for other users who provide similar prompts. You acknowledge that you may not have exclusive rights to a particular visual style or composition generated by the AI.
- **Accuracy:** The AI may generate content that is factually incorrect, physically impossible, or nonsensical ("hallucinations"). The Company makes no representation regarding the accuracy or realism of the Output.
- **Offensive Content:** Despite safety filters, AI models may occasionally generate content that is offensive, inappropriate, or biased. You agree to assume this risk and to report any such content to the Company immediately.

6. ACCEPTABLE USE AND PROHIBITED CONDUCT

You agree to access and use the Platform solely for lawful purposes and in full compliance with the terms of this Agreement. Without limitation, you expressly agree that you shall not engage in any of the following prohibited activities:

6.1 Illegal and Harmful Content

You shall not use the Platform to generate, upload, or share content that: (a) Violates any applicable local, state, national, or international law or regulation; (b) Infringes upon the Intellectual Property Rights, privacy rights, or publicity rights of any third party; (c) Is defamatory, obscene, pornographic, vulgar, or offensive; (d) Promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (e) Is violent or threatening or promotes violence or actions that are threatening to any person or entity; (f) Promotes illegal or harmful activities or substances; (g) Constitutes Child Sexual Abuse Material (CSAM) or exploits minors in any way.

6.2 System Integrity and Security

You shall not: (a) Attempt to reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying algorithms of the Platform or the AI Technology; (b) Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Platform or to extract data; (c) Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (d) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform; (e) Conduct "prompt injection" attacks or otherwise attempt to manipulate the AI to bypass safety filters or generate prohibited content.

6.3 Fraud and Misrepresentation

You shall not: (a) Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (b) Use the Platform for any fraudulent purpose, including but not limited to money laundering, tax evasion, or financial fraud scams; (c) Use a payment method that you are not authorized to use.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Company's Intellectual Property

All intellectual property rights, title, and interests in the Platform, the Website, the underlying software, the Company's trademarks and logos, and the overall compilation and arrangement of content (excluding User-Generated Output) are and shall remain the sole and exclusive property of the Company and/or its licensors. Such materials are protected under the copyright, trademark, and other applicable intellectual property laws of England and Wales, as well as corresponding laws of other jurisdictions.

7.2 License to User Input

By submitting AI User Input to the Platform, you grant the Company a non-exclusive, worldwide, royalty-free, fully paid-up, sublicensable, and transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such AI User Input for the purpose of operating, providing, improving, and debugging the Services.

7.3 Ownership of User-Generated Output

Subject to your compliance with this Agreement and payment of applicable fees: (a) **Assignment:** The Company hereby assigns to you all its right, title, and interest (if any) in and to the User-Generated Output created specifically by you. (b) **Ownership Disclaimer:** You acknowledge that the legal status of AI-generated content varies by jurisdiction. The Company makes no warranty that the User-Generated Output is copyrightable or that you will be able to enforce copyright ownership against third parties. (c) **No Model Training:** The Company covenants that it does not utilize your specific User-Generated Output to train or improve its general-purpose artificial intelligence models, protecting the confidentiality of your creative workflow.

7.4 Copyright Infringement Claims (DMCA/EU Copyright Directive)

We respect the intellectual property rights of others. If you believe that any material available on the Platform infringes upon any copyright you own or control, please immediately notify us at support@genesys3d.com. Your notice must include: (a) A physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (b) Identification of the copyrighted work claimed to have been infringed; (c) Identification of the material that is claimed to be infringing and where it is located on the Platform; (d) Your contact information (address, telephone number, and email); (e) A statement that you have a good faith belief that use of the material is not authorized; (f) A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner.

8. FINANCIAL TERMS, DELIVERY

8.1 Pricing

Services on the Platform are purchased using Tokens. Prices for Tokens and Services are displayed on the Website and are subject to change without notice. The prices are subject to change at our discretion, and any changes will be communicated in advance.

The primary operating currency of the Website is Euro (EUR) for both incoming and outgoing transactions. In addition, the Website may support and display other currencies as made available from time to time. Users are responsible for understanding any currency implications and for any fees or charges resulting from currency conversion, particularly when withdrawing funds to their personal accounts.

8.2 Tokens Policy

Tokens are granted under a revocable, non-transferable, non-exclusive, limited license for use within your Account and Platform for your personal non-commercial purpose.

Tokens may only be used to obtain Services on the Platform, are not legal tender, and cannot be resold, redeemed for cash, or transferred for value.

Tokens do not expire. However, we reserve the right to change the value of, modify, or eliminate Tokens, provided that Tokens already purchased will not be unilaterally voided except in cases of suspected fraud, breach of these Terms, or if required by law.

Tokens are non-refundable except as expressly provided in these Terms or as required by EU consumer law.

8.3 Purchase and Delivery

Upon successful payment for Services allowing, you to generate the User-Generated Output, you will receive the result to your Account within up to two (2) Business Days. Specifications to be applied to your User-Generated Output (e.g. resolution, file format, and quality settings) will be presented to you on the Platform. These options may vary based on system capabilities and level generating options that you chose.

The delivery timeframe may vary depending on the specific service or project requirements, and any deviations from this standard timeframe will be communicated to you in advance. We strive to ensure a timely and efficient delivery process to meet your expectations. If you encounter any issues or delays in receiving your artwork, please do not hesitate to contact our customer support team for assistance.

8.4 Payment Processing

We use third-party payment processors to bill you. The processing of payments will be subject to the terms, conditions, and privacy policies of the Payment Processor in addition to this Agreement. We are not responsible for error by the Payment Processor.

8.5 Taxes

You are responsible for paying all fees and applicable taxes associated with the Services in a timely manner with a valid payment method. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms.

8.6 Right of Withdrawal (EU Consumer Law) and Refunds

8.6.1 General Right of Withdrawal: If you are a consumer residing in the European Union, you generally have the statutory right to withdraw from a distance contract within a period of fourteen (14) days, without being required to provide any justification.

8.6.2 Waiver of Withdrawal Right for Digital Content: BY TOPPING UP YOUR ACCOUNT OR PURCHASING SERVICES TO GENERATE CONTENT, YOU EXPRESSLY CONSENT TO THE IMMEDIATE PERFORMANCE OF THE CONTRACT (I.E., THE PROVISION OF DIGITAL ITEMS OR TOKENS). YOU ACKNOWLEDGE THAT BY GIVING THIS CONSENT, YOU LOSE YOUR RIGHT OF WITHDRAWAL ONCE THE DOWNLOAD OR GENERATION PROCESS HAS BEGUN OR THE TOKENS HAVE BEEN CREDITED TO YOUR ACCOUNT.

8.6.3 Refund Policy: Except as required by applicable law or as explicitly stated below, all purchases are final and non-refundable. (a) **Technical Failures:** If a technical failure of the Platform prevents the delivery of the Services, and we are unable to resolve the issue within five (5) Business Days of your detailed report to support@genesys3d.com, a refund may be issued. (b) **Unauthorized Charges:** Refunds may be issued for verified unauthorized charges reported immediately. (c) **Discretionary Refunds:** The Company reserves the right to issue refunds at its sole discretion in cases of potential fraud or gross error.

9. COMPENSATION AND PAYOUT

9.1 Compensation

Subject to payout conditions defined herein, in exchange for engaging in transactions with us to sell your Digital Items, you may be eligible for compensation as defined herein.

When offering your Digital Items for purchase, you have the sole discretion to set the price. We reserve the right, at our discretion, to accept or reject your offer for any reason or to present you with a counteroffer with a proposed price. If you disagree with our counteroffer, you are free to refuse to enter into an agreement with us, provided you have not accepted the offer by clicking the "accept" or other button as displayed in your Account.

Payouts are available only to Users who (a) have completed full identity verification (KYC) and passed all anti-money-laundering (AML) / combating-the-financing-of-terrorism (CFT) checks, and (b) reside in jurisdictions where card-scheme payouts are permitted and our Services are available. We currently support Visa and Mastercard-branded cards denominated in EUR.

A payout request may be submitted only from a logged-in Account through the secure dashboard. We use secure methods to protect transactions: we employ data encryption and, where available, 3-D Secure for additional verification.

Approved payout requests are normally processed within two (2) Business Days. Processing times exclude weekends, national holidays in England, and any period during which compliance reviews are ongoing. We do not guarantee bank processing times once funds have been sent to your card issuer.

9.2 Declines and Reversals

We may decline, refuse, suspend, or reverse a payout if: (a) the payment card is unsupported or has expired; (b) transactions appear suspicious, violate AML/CFT rules, our acceptable use policy, card-scheme rules (such as Visa and Mastercard rules), economic-sanctions laws, or fraud-screening rules; (c) AML/KYC issues arose and remain unresolved to our satisfaction; or (d) payouts are not available in certain countries where the User is located. Where feasible, we will notify you about the reasons if a payout is declined.

For the avoidance of doubt, the Company does not receive, hold, control, safeguard, custody, transfer, or otherwise handle any funds, digital assets, or other items of monetary value on your behalf. Any payments made in connection with the Platform constitute fees payable to the Company only and, where applicable, are processed exclusively by independent third-party payment service providers. Your interaction with such providers is governed solely by their respective terms and conditions, and the Company neither controls nor guarantees their services. Company does not pay

interest or any return on amounts paid to it, and no amounts will be held in trust, escrow, or as a deposit for your benefit.

9.3 Dispute Resolution Procedure

Any inquiries or disputes relating to a specific payout or claim must be submitted in writing (via email support@genesys3d.com) within thirty (30) days of the payout date. We will acknowledge the claim within two (2) business days and aim to provide a final written response within fifteen (15) business days. Please note that we may request additional information or documentation in order to properly assess and resolve the claim. Failure to provide the requested information in a timely manner may result in delays or an inability to resolve the dispute.

10. USER SUBMISSIONS, PERMISSIONS, AND MORAL RIGHTS

Where you submit, upload, or sell content or Digital Items to us and we accept them, you grant the Company a worldwide, non-exclusive, transferable, sublicensable, royalty-free license to reproduce, distribute, adapt, create derivative works from, publicly perform and display, market, and otherwise use such accepted content for the purposes of operating, promoting, and improving the Platform and Services. You authorize the Company to add, modify, or remove information associated with your submissions to manage and license such content.

To the fullest extent permitted by applicable law, you waive any moral rights (including rights of paternity and integrity) you may have in accepted content. Where a waiver is not permitted, you agree not to enforce such rights against the Company, its users, customers, or sublicensees.

You retain ownership of your content, subject to the rights granted in these Terms. You represent and warrant that you own all rights to, or otherwise have the legal authority to submit, any content you provide, and that both the submission and use of such content by the Company do not infringe the rights of any third party or violate applicable law.

11. THIRD-PARTY SERVICES AND LINKS

11.1 API Integration

The Platform utilizes application programming interfaces (APIs) made available by independent third-party AI providers for content generation. You acknowledge that the functionality, availability, and performance of the Services are dependent on such third-party providers. The Company bears no responsibility or liability for any interruptions, errors, or discontinuation of AI models caused by actions or omissions of these third parties.

11.2 External Links. No Endorsement

The Platform may include links to websites or resources operated by third parties. Such links are provided solely for convenience, and the Company does not endorse and assumes no responsibility for the content, products, services, or other materials available on or through such third-party websites or resources, nor for any links displayed thereon. You acknowledge that your access to and use of any third-party websites or resources is entirely at your own risk and subject to the terms and policies of those third parties. Any reference on the Platform to third-party products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise shall not be construed as constituting or implying any endorsement,

sponsorship, or recommendation by the Company, nor any endorsement of the Company by such third parties.

12. PRIVACY AND DATA PROTECTION

12.1 Privacy Notice

Our collection and use of personal information in connection with your access to and use of the Platform is described in our Privacy Notice. You agree that the Company may process your personal data in accordance with the Privacy Notice and applicable data protection laws, including the GDPR.

12.2 Data Accuracy

You represent that any personal data you provide to us is accurate and that you have the right to provide it. You agree not to upload any sensitive personal data (e.g., health data, biometric data, political opinions) into the AI User Input fields.

13. INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless the Company, its Affiliates, and their respective officers, directors, employees, contractors, agents, licensors, and service providers (collectively, the "Indemnified Parties") from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees and court costs) arising out of or relating to: (a) Any violation by you of these Terms or any documents incorporated herein by reference; (b) our access to and use of the Platform, including, without limitation, any AI User Input you submit and any User-Generated Output you access or use; (c) Your infringement of any rights held by a third party, including, without limitation, intellectual property rights or rights to privacy; (d) Any breach by you of applicable laws, rules, or regulatory requirements; (e) Any claim that your AI User Input caused damage to a third party. The Company reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defence of these claims. You agree not to settle any matter without the prior written consent of the Company.

14. DISCLAIMER OF WARRANTIES

PLEASE READ THIS SECTION CAREFULLY.

14.1 "AS IS" AND "AS AVAILABLE": THE PLATFORM, SERVICES, AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

14.2 NO GUARANTEE OF RESULTS: THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OUTPUT WILL BE ACCURATE, RELIABLE, OR FREE OF ERROR, OR THAT THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR SECURE.

14.3 NO LIABILITY FOR DATA LOSS: THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OF DATA, INCLUDING AI USER INPUT OR USER-

GENERATED OUTPUT, RESULTING FROM SYSTEM OUTAGES, SERVER FAILURES, OR DATA CORRUPTION. YOU ARE RESPONSIBLE FOR BACKING UP YOUR OWN CONTENT.

- 14.4 **JURISDICTIONAL LIMITATIONS:** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

15. LIMITATION OF LIABILITY

15.1 Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE, LOSS OF GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; AND (iv) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

15.2 Monetary Cap

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES SHALL IN NO EVENT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT PAID BY YOU TO THE COMPANY FOR THE USE OF THE SERVICES IN THE SIX (6) MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED EUROS (€100.00).

15.3 Essential Basis

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND THE COMPANY, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS TO THE COMPANY'S ABILITY TO MAKE THE SERVICES AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS.

16. TERM, SUSPENSION, AND TERMINATION

16.1 Term

This Agreement commences on the date you first accept it (by browsing the Website or creating an Account) and continues until terminated in accordance with these Terms.

16.2 Termination by User

You may terminate this Agreement at any time by closing your Account and discontinuing all use of the Services. To close your Account, please contact support@genesys3d.com.

16.3 Termination by Company

The Company reserves the right to suspend or terminate your Account and your access to the Services immediately, without prior notice or liability, in our sole discretion, for any reason whatsoever, including without limitation: (a) A breach of these Terms (including the Acceptable Use Policy); (b) A request by law enforcement or other government agencies; (c) Unexpected technical or security issues; (d) Prolonged inactivity; (e) Non-payment of any fees owed by you.

16.4 Effect of Termination

Upon termination of this Agreement: (a) All rights and licenses granted to you hereunder will immediately cease; (b) You must cease all use of the Services; (c) We may delete your Account and all related information and files in your Account; (d) Sections regarding Intellectual Property, Indemnification, Disclaimers, Limitation of Liability, and General Provisions shall survive termination.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 Governing Law

These Terms and any action related thereto will be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions that would result in the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

17.2 Informal Resolution

Before filing a claim against the Company, you agree to try to resolve the dispute informally by contacting support@genesys3d.com. We will try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within thirty (30) days of submission, you or the Company may bring a formal proceeding.

17.3 Jurisdiction and Venue

Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Services shall be instituted exclusively in the courts of England and Wales. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

18. GENERAL PROVISIONS

18.1 Entire Agreement

These Terms, together with the Privacy Notice, Cookie Notice, and any other legal notices made available by the Company on the Website, constitute the complete and exclusive agreement between you and the Company with respect to the Services and supersede all prior or contemporaneous oral or written agreements, communications, or understandings between you and the Company relating to the Services.

18.2 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent

necessary to make it valid and enforceable, or if modification is not possible, severed from these Terms. The remaining provisions of these Terms will remain in full force and effect.

18.3 Waiver

No failure or delay by the Company in exercising any right, power, or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

18.4 Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without the Company's prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and of no effect. The Company may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

18.5 Force Majeure

The Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond the Company's reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation (including "line-noise" interference), acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labour, or materials.

18.6 Modifications to Terms and Services

We reserve the right, at our sole discretion, to modify or replace these Terms, Services at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect via email or a prominent notice on the Website. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Services after those revisions become effective, you agree to be bound by the revised terms.

18.7 Electronic Communications

For contractual purposes, you (a) consent to receive communications from the Company in an electronic form (e.g., via email or via postings on the Website); and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. This subparagraph does not affect your statutory rights.