

# Terms of Service

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## Welcome to Style3D!

## Thank you for choosing Style3D!

Style3D is composed by four companies:

- Lintex, located at Havenlaan 86 C bus 204 1000 Brussel.
- Lintex Technology Co., Limited, located at Rm 707, Fortress Tower, 250 King's Rd, North Point, Hong Kong.
- Lintex Digital Inc., located at 90 State street, Suite 700, OFFICE 40, ALBANY, NY 12207.
- Zhejiang Lingdi Digital Technology Co., Ltd, located at 3rd Floor, Building A, Sanshen International Center, 99 Shuanglong Street, Xihu District, Hangzhou, China.

## Important Reminders:

You are hereby reminded to carefully read and fully understand the *Terms of Service* (hereinafter referred to as "Terms") of Style3D Product (hereinafter referred to as "Product") before using the Product.

The Terms set forth the rights and obligations of you and Style3D in connection with the Product installation, license and use.

"You" herein refers to any individuals and/or organizations that have been given access to or purchased a license account for Product. **If you are a natural person under 18 years old, you shall read the Terms with a legal guardian.**

You shall carefully read and fully understand Here Style3D reminds you to the most important terms.

You may "agree to" the Terms by: (1) concluding a contract about the Product with Style3D; (2) clicking on the relevant button; (3) confirming in writing by email, fax, or timely letter. As consequence, the Terms will become effective and legally binding.

For the avoidance of doubt, if you set up an account, use or download our Product, or click the relevant button on behalf of an entity or an organization, you represent and warrant that you are authorized to act on behalf of such entity or organization, in which case "you" will refer to that entity or organization.

The Terms may be updated by Style3D at any time. You will be notified of any updates seven (7) days in advance with an announcement on the website of the Product. The updated Terms shall supersede all previous versions of the *Terms of Service* and shall be effective upon announcement and your acceptance. You may download and install the Product again or review the latest version of the Terms on our website. If you do not accept the updated terms, please stop using the Product provided by Style3D. After a respective notice, your continued use of the Product and Services herein will be deemed confirmation that you have accepted the updated Terms.

In the event of use of third-party software, reference is made to the third party link (the URL link: <https://www.linctex.com/oss>). If third-party software is used, its licensing conditions must be observed and compliance ensured.

Some Products may be subject to additional terms set forth in Article 5 of this Terms or on the Log-in page of the Product.

## 1. Manner and method of use of the Product

1.1 You may install, use, display, and run the Product on a single or multiple computer, terminals, or workstations. The Product will typically run on one or more servers and multiple client computers. Style3D provides the foregoing installation options to you as agreed. **The Product can not be used on two or more devices at the same time.**

1.2 The right to use the Product License Account belongs to the contractual party of Style3D only and is prohibited from being given, borrowed, rented, transferred, or sold to any third party. If the Product is found to be used by a user who is not the initial registrant of the license account, Style3D reserves the right to terminate the contract and as consequence suspend or withdraw the license account, provided that you fail to correct the situation after seven days after you were notified by Style3D.

## 2. Your obligations

2.1 You shall safekeep the Product taking precautions to prevent unauthorized access by third parties to the Product. Your employees shall be expressly instructed to comply with this provision. You must notify Style3D immediately of any unauthorized use of the Product.

2.2 You must use the Product in compliance with laws and the agreed Terms and Conditions.

2.3 Actions that you are **NOT** entitled to perform include, but are not limited to:

2.3.1 Logging in or using the Product via any third-party software or system that is not developed, approved, or licensed by Style3D, or via any plug-in or add-on software that is not developed, approved, or licensed by Style3D;

2.3.2 The removal of a copy protection or similar protection routines is generally not permitted. You may only remove the copy protection or the protection routine if this protective mechanism impairs or prevents the trouble-free use of the Product. The burden of proof for the impairment or prevention of trouble-free usability by the protection mechanism lies with you.

2.3.3 **Reverse engineering, assembling, and compiling, or attempting to decipher or export the source code of the Product**, unless otherwise provided in the following:

2.3.3.1 Decompilation without prior written (the electronic form is possible) consent by Style3D is excluded if it is not intended to duplicate the code or to translate the code form in order to obtain the information necessary to establish the interoperability of an independently created computer program with other programs. Additional requirements apply in this case:

- a. the acts are performed by you or by another person authorized to use a copy of the program or on his behalf by a person authorized to do so;
- b. the information necessary for establishing interoperability has not yet been made readily available to the persons referred to in point 2.3.3.1 a;
- c. the actions are limited to the parts of the original program necessary to establish interoperability.

2.3.3.2 The editing of the Product may only take place if it is necessary for the intended use of the Product including the correction of errors.

2.3.3.3 Any reproduction of the Product may only be done if it is necessary for the intended use of the Product including the correction of errors.

**2.3.4 Using the Product to publish, transmit, distribute, or store content that violates any national law or endangers national security, unity, social stability, public order or morality, or any inappropriate, insulting or defamatory, obscene, violent, discriminatory and any content that violates any national laws, regulations, policies, or any religious beliefs;**

**2.3.5 Using the Product to publish, transmit, distribute, or store content that infringes on the intellectual property rights, trade secrets, or other legitimate rights and interests of Style3D;**

2.3.6 Any behavior that jeopardizes cybersecurity, including but not limited to: using unauthorized data or accessing unauthorized servers/accounts; accessing a public network or another person's computer system without permission and deleting, modifying, or adding stored information; attempting to probe, scan, or test the vulnerabilities of the Product or Website without permission, or otherwise committing acts that undermine cybersecurity; attempting to interfere with or disrupt the normal operation of the Product or Website, intentionally spreading malicious programs or viruses, and other acts that disrupt and interfere with normal network information services; or forging TCP/IP packet names or partial names;

2.4 The editing of the Product may only take place if it is necessary for the intended use of the Product including the correction of errors.

2.5 Any reproduction of the Product may only be done if it is necessary for the intended use of the Product including the correction of errors.

2.6 You may make a backup copy if it is necessary for future use of the Product. The backup copies must, where technically possible, contain the copyright notice of the original data carrier. Copyright notices may not be deleted, amended or suppressed. The backup copies may be used solely for archival purposes only, and may not be handed over or made accessible to third parties.

### **3. Replacement, modification, and upgrades of the Product**

**Style3D reserves the right to adjust the service address, technology or function upgrade, data parameters and usage of the Product.**

### **4. Miscellaneous**

4.1 If any provision whatsoever of these Terms shall become invalid or unenforceable, this shall have no impact on the validity or enforceability of other provisions of these Terms.

4.2 The interpretation, validity, and dispute resolution of these terms shall be governed by and construed in accordance with the laws of Hong Kong (China). If any dispute arises between you and Style3D relating to these Terms, it shall first be resolved through friendly negotiation. Where the negotiation fails, you hereby agree to submit the dispute to Hong Kong International Arbitration Centre (HKIAC) for arbitration which shall be conducted in accordance with the HKIAC's arbitration rules in effect at the time.

### **5. Additional Terms**

#### **5.1 Style3D Cloud ("Platform")**

5.1.1 Before enabling the "Enterprise Cooperation" function, you should ensure that the offline Confidentiality Agreement has been signed with the cooperators and corresponding confidentiality measures have been taken. If you have not signed the offline Confidentiality Agreement with the partner, you cannot pursue the intellectual property infringement or trade secret disclosure caused by the reasons of the association object, you shall bear the consequences. You shall warrant that you are the sole owner or you have obtained all necessary permissions, licenses, and rights from authorized third parties of the content provided through the "Enterprise Cooperation" function. Style3D assumes no obligation or liability for the infringement of you or your cooperators.

5.1.2 The content you export through or download from the Platform provided by Style3D or authorized third parties shall not be provided to any third party, including any enterprise, in any direct or indirect form or used for any commercial purposes or purposes. If there is evidence to prove or Style3D has reason to believe that you have violated any of the provisions of this Article, Style3D shall have the right to take measures such as freezing or closing the account, refusing to provide services and so on, and you shall also be liable for compensation for losses caused to Style3D and related parties.

5.1.3 **You shall ensure that the contents provided through the Platform are original or you have obtained all necessary permissions, licenses, and rights from authorized third parties.** You shall warrant that the contents do not violate any applicable laws and regulations, public order and good customs, or infringe on the legitimate rights and interests of any third party. If there is evidence to prove or Style3D has reason to believe that you violate any of the provisions of this Article, Style3D shall have the right to freeze or close the account, refuse to provide services, remove the relevant resources and other measures, and you shall also be liable for the losses caused to Style3D and the relevant parties.

5.1.4 Style3D has the right to review your uploaded contents, which can only be published after Style3D's approval. However, Style3D does not conduct any material review. If a content passes the review and is published, Style3D shall not be deemed to have any form of express or implied approval or guarantee of the legality of the content. Style3D assumes no obligation or liability as a result. If Style3D finds that the content violates the provisions of the Platform or the relevant laws, regulations and relevant rules and regulations during the review or after the upload of the content, Style3D shall have the right to immediately stop the upload of the content or remove the content from the Platform and shall have the right to stop your continued use of the Services of the Platform without any liability. If any loss, including but not limited to reputational loss, is caused to Style3D as a result, you shall indemnify Style3D for all losses.

5.1.5 You acknowledge that Style3D has no control over the behavior of users on the Platform, and Style3D shall not be liable for any infringement of any rights (including but not limited to intellectual property rights of contents uploaded by users) by any user on the Platform. **If you find that any third party infringes upon its legitimate rights and interests by publishing illegal contents or information on the Platform, you may provide written proof materials to Style3D.** After Style3D has checked and confirmed with its reasonable efforts, Style3D may take relevant measures in its judgment. Including but not limited to the deletion of relevant infringing contents, information and documents, publicity of relevant situations, suspension or termination of the use of the Platform services, but Style3D shall not undertake any obligation or responsibility for the relevant review, deletion, publicity, suspension or termination of the use of the Platform services.

5.1.6 **Any content you transmit or post on or through the Platform does not reflect or represent, and shall not be deemed to reflect or represent, the views, positions or policies of Style3D;** Style3D does not participate in any transactions between Users and third parties including consumers or other users of the Platform through the Platform. Style3D only provides platform and technical services. Style3D does not guarantee, express or

implied, the legality and validity of actions of users, consumers and/or third parties and the authenticity, legality and validity of relevant information.

5.1.7 The Platform itself, any text, pictures, graphics, audio and/or video on the Platform, data, information and any related source code and other information marked on the Platform are the property of Style3D or/and authorized third party and are subject to the applicable laws, regulations, departmental rules and normative documents and international conventions, Style3D or/and authorized third party shall enjoy all the relevant ownership and intellectual property rights according to law, and Style3D or/and authorized third party shall have the right to modify and update them from time to time. No person shall use, copy or use for any other purpose, or create derivative services, works or software, or decipher the original code by performing restore engineering, reverse marshalling or other means without the prior written permission of Style3D or/and authorized third party.

5.1.8 Contents uploaded by users on the Platform are legally owned by users and protected by applicable laws, regulations and international conventions. User acknowledges, if any, property rights and any transferable rights, such as copyright property rights (including but not limited to: Right of reproduction, distribution, leasing, exhibition, performance, projection, broadcasting, information network communication, filming, adaptation, translation, assembly and other transferable rights that shall be enjoyed by copyright owners), and uploading the content to the platform shall be deemed to be within the legal protection period of relevant rights. The User grants free of charge to Style3D and its affiliates worldwide non-exclusive license rights and the right to sublicense the use to any other third party and to collect evidence and bring lawsuits against third party infringements in its own name. User agrees that Style3D and its affiliates shall store, use, copy, revise, edit, publish, translate and disseminate the said content. Style3D and its affiliates shall have the right to use the content in promotional activities related to the Platform or the business of the Platform, and to create derivative works of the content. The intellectual property rights of such derivative works shall be owned by Style3D. And the User warrants that the foregoing behavior will not violate laws and regulations or infringe on the rights of third parties. If the User does not agree to the foregoing license, the User may, in its sole discretion, not upload the relevant content to the Platform.

## **5.2 Style3D Simulator ("Plugin")**

5.2.1 Style3D grants you a non-exclusive, general license, without the right to sublicense, sub-sublicense, or otherwise use the content beyond the scope of the license granted herein. In connection with Unreal Engine ("UE"), you shall use the Plugin reasonably and legally.

5.2.2 The license granted to you under 5.2.1 is subject to the following limitations:

5.2.2.1 Except as expressly authorized in 5.2.1, you shall not:

- a. Sell, resell, transfer, lease, gift, distribute or rent the Plugin;
- b. Disclose or reproduce part or all of the Plugin;
- c. Modify or create derivative works of the Plugin.

5.2.2.2 You may use the Plugin only in connection with UE.

**5.2.2.3 You may not use the Plugin to create or assist in the creation of, including but not limited to, any software, platform, or plugin that provides 3D modelling of apparel or apparel accessories, footwear, fabric, home textiles or any other software, platform, or plugin that has features or functionality that are the same as, similar to, or competitive with the features or functionality of Style3D's products.**

5.2.2.4 You shall not, and shall not authorize any third party to, modify, adapt, translate, reverse engineer, decompile, disassemble, attempt to reconstruct any part of the Plugin, discover any part of the Plugin (including but

not limited to the source code, underlying ideas, techniques, algorithms, etc.) or attempt to circumvent any related security measures.

5.2.2.5 You shall not remove, obscure, or alter the proprietary rights, confidentiality notices, and other notices or written descriptions of the Plugin and any software, documentation, or other materials contained in the Plugin.

5.2.2.6 You shall not create applications or software through the Plugin that prevents or degrades the interaction of applications developed by others.

5.2.2.7 You shall not claim the functionality presented by the Plugin as your own (including, without limitation, claiming it as your own or expressly or impliedly claiming it as your own).

5.2.2.8 You also agree to keep all code provided to you by Style3D in strict confidence and use it only for the purpose of enabling the UE, not to be disclosed or communicated to any third party, and to provide the Product to any of your employees to ensure that they have a reasonable need to know and have committed to strictly observe the confidentiality obligations. You shall be liable to Style3D for any conduct of your employees.

5.2.2.9 You shall not use the Plugin to develop any application, software, program or other plugin for any other platforms, or any use beyond the scope of this Terms.

5.2.3 The Terms also apply to all updates provided by Style3D to you. Once Style3D makes an update, you need to accept the update, and you agree that the update may require you to update the UE, and you are aware that the aforesaid update may affect your use of, access to, or interaction with the Plugin, and you agree that Style3D shall not be liable for such update and will cooperate with Style3D in completing the update. At the same time, you need to continue to comply with the obligations under the Terms.

5.2.4 Without prior written authorization from Style3D, you are not allowed to transfer, grant, or allow any third party to use the Plugin and the license account for payment or free of charge, otherwise Style3D has the right to terminate your continued use of the Plugin.

### **5.3 Style3D MixMatch (“MixMatch”)**

5.3.1 **You shall ensure that the contents uploaded to the MixMatch are original or you have obtained all necessary permissions, licenses, and rights from authorized third parties.** You shall warrant that the contents do not violate any applicable laws and regulations, public order and good customs, or infringe on the legitimate rights and interests of any third party. If there is evidence to prove or Style3D has reason to believe that you violate any of the provisions of this Article, Style3D shall have the right to freeze or close the account, refuse to provide services, remove the relevant resources and other measures, and you shall also be liable for the losses caused to Style3D and the relevant parties.

5.3.2 You acknowledge that Style3D has no control over the behavior of users, and Style3D shall not be liable for any infringement of any rights (including but not limited to intellectual property rights of contents uploaded by users) by any user. **If you find that any third party infringes upon its legitimate rights and interests by publishing illegal contents or information, you may provide written proof materials to Style3D.** After Style3D has checked and confirmed with its reasonable efforts, Style3D may take relevant measures in its judgment. Including but not limited to the deletion of relevant infringing contents, information and documents, publicity of relevant situations, suspension or termination of the use of MixMatch, but Style3D shall not undertake any obligation or responsibility for the relevant review, deletion, publicity, suspension or termination of the use of MixMatch.

5.3.3 MixMatch, any text, pictures, graphics, audio, video, data, information and any related source code and other information of MixMatch are the property of Style3D or/and authorized third party and are subject to the

applicable laws, regulations, departmental rules and normative documents and international conventions, Style3D or/and authorized third party shall enjoy all the relevant ownership and intellectual property rights according to law, and Style3D or/and authorized third party shall have the right to modify and update them from time to time. No person shall use, copy or use for any other purpose, or create derivative services, works or software, or decipher the original code by performing restore engineering, reverse marshalling or other means without the prior written permission of Style3D or/and authorized third party.

**5.1.6 Any content you upload or display through MixMatch does not reflect or represent, and shall not be deemed to reflect or represent, the views, positions or policies of Style3D.**

## **6. Other License Types**

If you install or use the specific version of the Product, you are also subject to the following terms:

### **6.1 Free Version**

Free Version is only for your personal learning and use. Use of Free Version for commercial use or any other profit purposes is prohibited. The Free Version shall not be provided to any third party, including enterprises and organizations in any direct or indirect form. If there is evidence to prove or Style3D has reason to believe that you have violated this Article, Style3D shall have the right to take measures including but not limited to freezing or closing the account, refusing to provide services and so on, and you shall be liable for compensation for losses caused to Style3D and related parties.

### **6.2 Individual Version**

Individual Version is only for your personal use, such as for sole proprietorship, self-employment ventures, freelance work, or private use. **You shall warrant that you are NOT accessing or using the Product on behalf of an organization, business, academic institution or other legal entity.** If there is evidence to prove or Style3D has reason to believe that you have violated this Article, Style3D shall have the right to take measures including but not limited to freezing or closing the account, refusing to provide services and so on, and you shall be liable for compensation for losses caused to Style3D and related parties.

### **6.3 Academic Version**

Academic Version is for teaching and research purposes. **Use of the Academic Version for commercial use or any other profit purposes is prohibited.** The Academic Version shall not be provided to any third party, including enterprises and organizations in any direct or indirect form. If there is evidence to prove or Style3D has reason to believe that you have violated this Article, Style3D shall have the right to take measures including but not limited to freezing or closing the account, refusing to provide services and so on, and you shall be liable for compensation for losses caused to Style3D and related parties. **The educational institute shall be liable for any action of its personnel, including but not limited to teaching staff, students and other related personnel.**

### **6.4 Beta Version**

Beta Version of Products are new products provided by Style3D based on cutting-edge technology. By accessing , downloading, and using the Beta Version of Products, you accept and agree to the following terms and conditions:

6.4.1 Style3D shall not be liable for any damage caused by you, including any indirect, punitive or consequential loss of profits or other accident. Style3D shall not be liable for any expected loss of interest, even if Style3D has been advised of such possible damage. Style3D reserves the right to modify, abandon, or impose any limitations on the use of any Beta Offering at any time, with or without notice, and without any obligation or liability.

6.4.2 Style3D disclaims any and all representations and warranties of any kind, express or implied, including, but not limited to the implied warranties of merchantability, fitness, reliability, accuracy, completeness, viruses and no error. Style3D will not and cannot guarantee the performance or results of using the Product. Your disputes with third parties during using the product and further resulting economic and legal liability are not related to Style3D.