

TERMS OF SERVICE

Last Updated: 05 October 2026

Welcome to <https://meshgen3d.com/> (the "Website"). These Terms of Service (the "Agreement" or "Terms") set out a legally binding contract between **3Dformator OÜ**, a private limited company incorporated under the laws of Estonia, registry code 17593731, with its registered address at Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 7, 10117, Estonia (the "Company," "we," "us," or "our"), and you – the individual or legal entity accessing or using the Website and Services (referred to as "you", "your" or the "User").

Company information. The Company is registered in the Estonian Commercial Register under registry code 17593731. E-mail: support@meshgen3d.com. Telephone: **Telephone Number**.

By using the Website you agree to comply with these Terms. You will be asked to expressly accept these Terms (for example, by ticking a checkbox) when you create an Account or make a purchase, and the contract between you and the Company is concluded at that moment. Our Privacy Notice and Cookie Notice explain how we process personal data and use cookies; they are provided for information and transparency purposes and are not contractual terms.

Where you accept this Agreement on behalf of a company, organisation, or other legal entity, you confirm that you are authorised to bind that entity to these Terms, and references to "you" or "User" will then mean that entity. If you lack such authority, or you do not accept these Terms, you shall not accept this Agreement or make use of the Services.

Nothing in these Terms excludes or limits any rights you have as a Consumer under mandatory consumer protection law of the European Union, the Republic of Estonia or the country of your habitual residence. Where a provision of these Terms conflicts with such mandatory law, the mandatory law prevails.

Questions about these Terms or the Services can be directed to support@meshgen3d.com.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The capitalised terms used throughout this Agreement carry the meanings set out below:

- **"Account"** refers to the secure, personalised space within the Platform that is assigned to a User and accessed using unique login credentials.
- **"Affiliate"** means, in relation to a party, any entity that directly or indirectly controls that party, is controlled by it, or is under common control with it, "control" being the direct or indirect power to direct or influence the management and policies of an entity.
- **"AI Act"** means Regulation (EU) 2024/1689 of the European Parliament and of the Council laying down harmonised rules on artificial intelligence.
- **"AI Technology"** means the combination of proprietary and third-party artificial intelligence algorithms, machine-learning models, neural networks, and other generative technologies built into the Platform that process AI User Input in order to produce User-Generated Output.
- **"AI User Input"** means any prompts, written descriptions, settings, images, sketches, reference files, or other material a User uploads, types, or otherwise submits to the Platform to guide the AI Technology in generating a particular output.
- **"Applicable Law"** means any laws, statutes, regulations, codes, rules, binding guidance, or orders issued by a governmental authority that apply to the subject matter in question, including without limitation the laws of the Republic of Estonia and directly applicable European Union law, such as Regulation (EU) 2016/679 (General Data Protection Regulation, "GDPR"), the Digital Services Act and the AI Act.

- **"Business Day"** means a day, other than a Saturday, Sunday, or public holiday in the Republic of Estonia, on which banks in Estonia are generally open for business.
- **"Business User"** means a User who is not a Consumer.
- **"Confidential Information"** means any non-public or proprietary information one party shares with the other, whether verbally or in writing, that is marked as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances in which it was disclosed.
- **"Consumer"** means a natural person who uses the Services for purposes which are outside his or her trade, business, craft or profession.
- **"Content"** means text, graphics, images, music, software, audio, video, and any other work of authorship, information, or material that is posted, produced, supplied, or otherwise made accessible through the Services.
- **"Digital Items"** means 3D artwork, images, and any other digital items offered on the Platform from time to time.
- **"Digital Services Act" or "DSA"** means Regulation (EU) 2022/2065 of the European Parliament and of the Council on a Single Market for Digital Services.
- **"Force Majeure Event"** means any event beyond the Company's reasonable control, including but not limited to acts of God, armed conflict, war, riots, civil unrest, terrorism, malicious damage, the need to comply with laws or governmental orders, rules, regulations or directives, accidents, equipment or machinery breakdown, fire, flood, storm, pandemic, or the failure of suppliers or subcontractors, including internet service providers.
- **"Intellectual Property Rights"** means all patent, copyright and related rights, rights in databases, design rights, trademark, trade dress, and service mark rights, together with goodwill, trade secrets, and any other intellectual property rights that exist now or come into existence in the future, including all related applications, registrations, renewals, and extensions under the laws of any state, country, territory, or jurisdiction.
- **"Platform"** means, together, the Website, the AI Technology, the API, the underlying software, the user interface, and any related tools or services the Company provides.
- **"Prohibited Jurisdiction"** means a country or territory that is subject to comprehensive sanctions (including restrictive measures adopted by the European Union), or where providing the Services would be unlawful, including the territories specifically named in Section 3.2.
- **"Services"** has the meaning given in Clause 2.1.
- **"Third-Party Service Provider"** means any third party – including payment processors, cloud-hosting providers, and AI model providers accessed via API – whose services are built into or relied upon by the Platform.
- **"Token"** means a prepaid, non-transferable unit of account which a User purchases and holds in their Account and which can be used only to obtain Services on the Platform. Tokens are not money, electronic money, a financial instrument or a crypto-asset.
- **"User-Generated Output" or "Output"** means the specific image, 3D model, video, or text produced by the AI Technology and delivered to a User's Account as a direct result of that User's AI User Input.

1.2 Interpretation

- Section and clause headings appear for ease of reference only and do not affect how this Agreement is to be read or interpreted.
- Words in the singular include the plural and vice versa, and references to one gender include all genders.

- Words such as "including", "include", "in particular", and similar expressions are illustrative and do not limit the general meaning of the words that precede them.
- Where a provision of these Terms is expressed to apply "to the extent permitted by law" or similar, it shall in no event be construed so as to restrict rights which a Consumer cannot waive under Applicable Law.

2. DESCRIPTION OF SERVICES

2.1 Services

The Company gives you access to the Platform, including the ability to use AI Technology to produce 3D artwork, visuals, and other digital assets from your AI User Input (together with the other services described in these Terms, the "Services"). The Company also runs an online store offering Digital Items and related services. Any Digital Items you obtain from us are licensed to you, not sold outright. Provided you comply with these Terms, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the Digital Items for your own personal, non-commercial purposes only. This licence may be revoked only in the cases set out in Section 17.

Without our prior written consent, you may not copy, distribute, alter, create derivative works from, publicly display, or commercially exploit the Digital Items. Ownership of, and all rights in, the Platform, the AI Technology, and the Digital Items – together with the Intellectual Property Rights attached to them – remains solely with the Company or its licensors. The quality and characteristics of Digital Items and Services are as described on the Platform at the time of purchase; Section 15 applies to warranties.

We make no promise or guarantee as to any particular retained value, resale value or market price associated with a Digital Item.

You accept that your ability to obtain, receive, or use Digital Items can be affected by third-party policies, technical limitations, trade restrictions, outages, or changes. Third-party platforms are outside our control, and, to the extent permitted by law, we accept no responsibility for them.

We are not affiliated with, associated with, authorised by, endorsed by, or otherwise officially connected to any rights holder whose trademarks may appear on the Website, unless expressly stated.

Changes to the Services. We may update, change or discontinue features of the Platform where this is reasonably necessary for a valid reason, such as maintenance, security, technical developments, changes in Third-Party Service Providers or AI models, or compliance with Applicable Law. Any such change will be made at no additional cost to you. Where a change negatively affects, other than in a minor way, your access to or use of Services you have already paid for, we will inform you clearly and in good time on a durable medium (for example, by e-mail), and, if you are a Consumer, you may terminate this Agreement free of charge within thirty (30) days of receiving the information or of the change, whichever is later, in which case we will refund the value of any unused purchased Tokens. Where practical, we will take reasonable steps to limit any adverse effect on transactions already in progress.

Your access to and use of the Platform is granted to you under licence pursuant to these Terms; it does not give you ownership of the Platform or its Content. Nothing in this Agreement transfers title to any software, code, or intellectual property in the Platform or its Content, beyond the limited rights this Agreement expressly grants you.

2.2 Availability

We aim to keep the Platform available around the clock, but we cannot guarantee uninterrupted or error-free access. The Platform may become temporarily unavailable

because of planned or unplanned maintenance, updates, or unforeseen technical problems. Where possible, we will announce planned maintenance in advance.

We may suspend access to, rate-limit, or restrict parts of the Platform for maintenance, upgrades, security, or operational reasons, or where we have reasonable grounds to suspect abuse or a breach of these Terms. Any such measure will be proportionate to its purpose.

We may use a range of security measures, such as multi-factor authentication, IP address checks, device fingerprinting, and transaction monitoring, as further described in our Privacy Notice. If you disable or choose not to use a security feature that is offered to you, you accept the resulting increase in risk.

This Section 2.2 does not affect your statutory rights in relation to the conformity of digital content and digital services.

3. ELIGIBILITY AND ACCESS RESTRICTIONS

3.1 Age Requirements

Only individuals who are at least eighteen (18) years old, or who have reached the age of legal majority in their country of residence if higher, may access the Platform. By using or accessing the Platform, you confirm that you meet this age requirement. No one under 18 may use the Services.

3.2 Restricted Jurisdictions and Sanctions

The Company does not permit use of the Platform where doing so would breach international sanctions (including restrictive measures adopted by the European Union) or Applicable Law. You confirm that (a) you are not located in, and do not reside in or are not established in, a Prohibited Jurisdiction, and (b) you are not a person or entity designated under, or owned or controlled by a person or entity designated under, sanctions of the European Union, the United Nations or other applicable sanctions regimes.

Prohibited Jurisdictions currently include: Afghanistan, Albania, Algeria, Angola, Belarus, Bosnia and Herzegovina, Burkina Faso, Burundi, Cameroon, Central African Republic, Chad, China, 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 or occupied territories (e.g., Northern Cyprus, the Autonomous Republic of Crimea and the city of Sevastopol, and the non-government-controlled areas of the Donetsk, Kherson, Luhansk and Zaporizhzhia oblasts of Ukraine).

The Company may use technical enforcement tools, such as IP blocking and geolocation, to enforce these restrictions, and any attempt to bypass them, for example using a VPN or proxy, will be treated as a material breach of this Agreement.

Nothing in this Section 3.2 shall be applied so as to discriminate against Users located in a Member State of the European Union or the European Economic Area on grounds of their nationality, place of residence or place of establishment in breach of Regulation (EU) 2018/302 (Geo-blocking Regulation).

4. ACCOUNT REGISTRATION AND SECURITY

4.1 Account Creation

To use the full range of the Services – in particular, to generate User-Generated Output – you need to register and set up an Account. During registration, you agree to give accurate, up-to-date, and complete information, and to keep it that way afterwards.

4.2 Security Responsibilities

You are responsible for keeping your Account password secure. You must not share your password with anyone else, and you are responsible for activity on your Account, except to the extent such activity results from a security failure on our side or otherwise occurs without any fault on your part. If you become aware of any security breach or unauthorised use of your Account, notify the Company immediately at support@meshgen3d.com.

4.3 Account Verification

The Company may ask you for further information or documents to verify your identity, age, or billing details, including as part of Know Your Customer (KYC) checks, where this is necessary to comply with Applicable Law, to prevent fraud or abuse, or before processing payouts under Section 10. Any such requests will be proportionate and the data will be processed in accordance with our Privacy Notice. Not providing the requested information within a reasonable time may lead to your Account being suspended or closed.

4.4 No Account Sharing

Your Account is for your own personal use. You may not sell, assign, transfer, sublicense, or otherwise share your Account, or any related rights including Tokens, with anyone else. Any such attempt will be void and may lead to the Account being terminated in accordance with Section 17.

5. SERVICE DESCRIPTION AND AI DISCLAIMERS

5.1 Nature of the Service

The Platform gives Users an interface for interacting with generative AI models, including third-party models accessed via API, to produce visual content. The Company does not itself create or edit the content by hand.

5.2 Non-Commercial Use Licence

The Services under this Agreement are for your personal, non-commercial use only. Unless you hold a separate, valid commercial licence or commercial plan with the Company: (a) you may not sell, license, rent, or otherwise commercially exploit the User-Generated Output; (b) you may not incorporate the User-Generated Output into a trademark, logo, or corporate brand; and (c) you may not use the Output in advertising or marketing material.

5.3 AI Inherent Limitations and Risks

Before using the Services, please note the following characteristics inherent to generative AI technology:

- **Unpredictability:** AI Technology works probabilistically, so the Company cannot guarantee that the User-Generated Output will precisely match your AI User Input or expectations.
- **Similarity:** Because of how AI models function, the Platform may produce identical or similar output for different users who enter similar prompts, so you may not have exclusive rights to a given visual style or composition the AI generates.
- **Accuracy:** AI output can be factually wrong, physically implausible, or nonsensical ("hallucinations"), and the Company makes no representation about how accurate or realistic the Output is, beyond the characteristics described on the Platform.

- **Offensive content:** Notwithstanding safety filters, AI models can occasionally produce content that is offensive, inappropriate, or biased. Please report any such content to us using the mechanism described in Section 7.

This Section 5.3 describes the nature of the Services and does not affect your statutory rights in relation to the conformity of digital content and digital services.

5.4 Transparency of AI-Generated Content

You are interacting with an AI system. In accordance with Article 50 of the AI Act, User-Generated Output is marked in a machine-readable format and detectable as artificially generated or manipulated (for example, by means of metadata, invisible watermarks or content credentials). You must not remove, alter, obscure or circumvent such markings or otherwise attempt to present Output as not being AI-generated where this would be misleading.

If you publish or otherwise make available to the public any Output that resembles existing persons, objects, places, entities or events and would falsely appear to a person to be authentic or truthful (a "deep fake"), you are responsible for clearly disclosing that the content has been artificially generated or manipulated, as required by Article 50(4) of the AI Act and other Applicable Law.

6. ACCEPTABLE USE AND PROHIBITED CONDUCT

You agree to use the Platform only for lawful purposes and in full accordance with this Agreement. Among other things, you agree not to engage in any of the following:

6.1 Illegal and Harmful Content

You must not use the Platform to generate, upload, or share content that: (a) breaches any applicable local, national, or international law or regulation; (b) infringes a third party's Intellectual Property Rights, privacy, personality or publicity rights; (c) is defamatory, obscene, pornographic, vulgar, or offensive; (d) promotes discrimination, bigotry, racism, hatred, harassment, or harm toward any person or group; (e) is violent, threatening, or promotes violence or threats against any person or entity; (f) promotes illegal or dangerous activities or substances; (g) amounts to child sexual abuse material or otherwise exploits minors; (h) depicts an identifiable real person in a sexual, intimate, degrading or otherwise harmful context, or is a deep fake of a real person created without that person's consent; or (i) is intended to deceive the public, including disinformation aimed at influencing elections or public opinion.

6.2 System Integrity and Security

You must not: (a) reverse engineer, decompile, disassemble, or otherwise try to extract the source code or underlying algorithms of the Platform or the AI Technology, except to the extent such restriction is prohibited by mandatory law; (b) use a bot, spider, crawler, scraper, or other automated tool or interface we have not provided to access the Platform or pull data from it; (c) introduce viruses, trojan horses, worms, logic bombs, or other malicious or harmful material; (d) try to gain unauthorised access to, interfere with, damage, or disrupt the Platform, the servers it runs on, or any connected server, computer, or database; or (e) carry out "prompt injection" attacks or otherwise try to manipulate the AI into bypassing its safety filters or producing prohibited content.

6.3 Fraud and Misrepresentation

You must not: (a) impersonate any person or entity, or misrepresent your affiliation with one; (b) use the Platform for any fraudulent purpose, including money laundering, terrorist financing, tax evasion, or financial fraud; or (c) use a payment method you are not authorised to use.

6.4 Personal Data and Images of Other Persons

You may include personal data of other persons (including photographs or other images of identifiable individuals) in AI User Input only if you have a lawful basis to do so under the GDPR and other Applicable Law, including, where required, the consent of the person concerned. You are responsible for such AI User Input.

7. CONTENT MODERATION, NOTICES AND POINTS OF CONTACT

7.1 Points of Contact

In accordance with Articles 11 and 12 of the Digital Services Act, the single point of contact for Member States' authorities, the European Commission, the European Board for Digital Services and for Users is: support@meshgen3d.com. Communications may be made in English or Estonian.

7.2 Notices of Illegal Content

Any person or entity may notify us of content on the Platform which they consider to be illegal content, including content infringing Intellectual Property Rights, by e-mail to support@meshgen3d.com or via the reporting tool on the Website. To enable us to assess the notice, it should contain: (a) a sufficiently substantiated explanation of why the content is considered illegal; (b) a clear indication of the exact electronic location of the content (such as the exact URL) and, where necessary, additional information enabling its identification; (c) the name and e-mail address of the person or entity submitting the notice, except in the case of information considered to involve offences relating to the sexual abuse or sexual exploitation of children; and (d) a statement confirming the bona fide belief of the person or entity submitting the notice that the information and allegations contained therein are accurate and complete.

We will confirm receipt of the notice without undue delay, process it in a timely, diligent, non-arbitrary and objective manner, and inform the notifying person of our decision and of the available possibilities for redress. We may use automated means in processing notices and will inform the notifying person where we do so.

7.3 Content Moderation Measures

To enforce these Terms and Applicable Law, we use automated tools (such as prompt and output filters and classifiers) as well as human review. Where we determine that AI User Input, Output or other content is illegal or incompatible with these Terms, we may take proportionate measures, including refusing a generation request, removing or disabling access to content, restricting features, suspending or terminating your Account, or suspending payouts. In applying any restriction we act in a diligent, objective and proportionate manner, with due regard to the rights and legitimate interests of all parties involved, including fundamental rights.

Where we impose a restriction on you, we will provide you with a clear and specific statement of reasons in accordance with Article 17 of the Digital Services Act, unless we are prohibited from doing so by Applicable Law or the content is deceptive high-volume commercial content.

7.4 Redress

If you disagree with a decision taken under this Section 7, you may contest it by contacting support@meshgen3d.com. We will review your complaint in a timely, non-discriminatory, diligent and non-arbitrary manner and inform you of the outcome. You may also seek redress before the competent courts in accordance with Section 18.

7.5 Notification of Criminal Offences

Where we become aware of any information giving rise to a suspicion that a criminal offence involving a threat to the life or safety of a person or persons has taken place, is taking place or is likely to take place, we will promptly inform the competent law enforcement or judicial authorities in accordance with Article 18 of the Digital Services Act.

7.6 Misuse of the Notice Mechanism

We may, after a prior warning, suspend for a reasonable period the processing of notices and complaints submitted by persons who frequently submit notices or complaints that are manifestly unfounded.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Company's Intellectual Property

All Intellectual Property Rights in, and title to, the Platform, the Website, the underlying software, the Company's trademarks and logos, and the overall selection and arrangement of content – other than the User-Generated Output and AI User Input – belong exclusively to the Company and/or its licensors. These materials are protected by the copyright, trademark, and other intellectual property laws of the Republic of Estonia and the European Union, and by equivalent laws in other jurisdictions.

8.2 Licence to User Input

When you submit AI User Input to the Platform, you give the Company a non-exclusive, worldwide, royalty-free licence, for the duration necessary for the purposes set out below, to use, reproduce, modify, adapt, store and process that AI User Input in order to operate, provide, secure, maintain and troubleshoot the Services and to comply with Applicable Law. The Company may sublicense these rights only to Third-Party Service Providers to the extent necessary for those purposes. The Company will not use your AI User Input to train general-purpose AI models without your separate, prior consent. The processing of any personal data contained in AI User Input is governed by our Privacy Notice.

8.3 Ownership of User-Generated Output

Provided you comply with this Agreement and pay any applicable fees: (a) **Assignment** – the Company assigns to you any right, title, and interest it may hold in the User-Generated Output created specifically for you, subject to the use restrictions in Section 5.2 and any mandatory terms of the providers of the underlying AI models made available to you on the Platform; (b) **Ownership disclaimer** – you understand that the legal treatment of AI-generated content differs between jurisdictions, and the Company gives no warranty that your User-Generated Output is capable of copyright protection or that you will be able to enforce ownership against third parties; and (c) **No model training** – the Company will not use your specific User-Generated Output to train or improve its general-purpose AI models.

8.4 Copyright and Intellectual Property Infringement Claims

We respect the Intellectual Property Rights of others, including the rights protected under Directive (EU) 2019/790 on copyright and related rights in the Digital Single Market. If you think material on the Platform infringes a right you own or control, please submit a notice in accordance with Section 7.2. Where we remove or disable access to content based on such a notice, the User concerned will receive a statement of reasons and may contest the decision in accordance with Section 7.4.

9. FINANCIAL TERMS, DELIVERY

9.1 Pricing

Services on the Platform are obtained using Tokens. Token and Service prices are shown on the Website before you place an order. Prices shown to Consumers include all mandatory taxes and charges. We may change prices for the future; price changes do not affect Tokens already purchased or orders already placed. We will notify you of price changes in advance on the Website and, where they affect an ongoing subscription or recurring purchase, by e-mail.

The Website's main currency is the Euro (EUR), though other currencies may also be supported and shown from time to time. Where you pay in a currency other than EUR, any conversion fees charged by your bank or payment provider are borne by you; we will inform you of any conversion performed by us before you confirm the payment.

9.2 Tokens Policy

Tokens are issued under a non-transferable, non-exclusive, limited licence for use within your Account and on the Platform, for your own personal purposes in accordance with these Terms.

Tokens can only be used to obtain Services on the Platform. They are not legal tender and may not be resold, exchanged for cash, or transferred for value, except as expressly provided in these Terms or required by law.

Tokens do not expire. We will not reduce the number or the purchasing value of Tokens you have already purchased. Tokens you have already purchased will not be cancelled unilaterally except where we have reasonable grounds to suspect fraud, in the case of a material breach of these Terms on your part, or where the law requires it; in each such case we will provide you with a statement of reasons. If we discontinue Tokens or the Services as a whole, we will refund the value of your unused purchased Tokens. Tokens granted to you free of charge (for example, as a bonus or promotion) have no cash value and are not refundable.

Tokens cannot be refunded except where these Terms expressly say so or Applicable Law (including EU or Estonian consumer law) requires it.

9.3 Purchase and Delivery

Once you have paid for a Service that lets you generate User-Generated Output, the result will appear in your Account without undue delay and in any event within two (2) Business Days. The Platform will show you, before you confirm the order, the specifications that apply to your Output, such as resolution, file format, and quality settings, which can vary depending on system capacity and the generation options you select.

Delivery times can vary depending on the particular service or project, and we will tell you in advance about any departure from the standard timeframe. If you run into any problems or delays receiving your artwork, please reach out to our customer support team. If the Output is not supplied, Consumers have the remedies provided by Applicable Law, including the right to terminate the contract and obtain a refund.

9.4 Payment Processing

Billing is handled through third-party payment processors, and payments are subject to the relevant processor's own terms, conditions, and privacy policy, in addition to this Agreement. We are not liable for any error made by a payment processor, to the extent the error is not attributable to us.

9.5 Taxes

You are responsible for paying, on time and using a valid payment method, all fees connected with the Services. Business Users are responsible for any taxes payable by them in connection with the Services under Applicable Law. If your payment fails, we may suspend the affected Services until the payment is made.

9.6 Right of Withdrawal (EU Consumer Law) and Refunds

- (a) **General right of withdrawal:** If you are a Consumer, you have the right to withdraw from a contract concluded with us at a distance within fourteen (14) days without giving any reason. The withdrawal period expires fourteen (14) days after the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us of your decision by an unequivocal statement sent by e-mail to support@meshgen3d.com. You may use the model withdrawal form in Annex 1,

but this is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication before the withdrawal period has expired.

- (b) **Token purchases:** If you withdraw from a contract for the purchase of Tokens, we will reimburse the price paid for the Tokens which remain unused at the time of withdrawal. Tokens which you have already used to obtain Services in accordance with paragraph (c) are not reimbursed.
- (c) **Immediate performance of digital content and services:** Before you start a generation or a download of a Digital Item, we will ask you to expressly request that performance begins immediately, within the withdrawal period, and to acknowledge that you thereby lose your right of withdrawal for that Service or Digital Item once the generation is completed or the download begins. We will confirm your request and acknowledgement on a durable medium (for example, by e-mail). Once you have given this request and acknowledgement and the generation has been completed or the download has begun, you no longer have a right of withdrawal in respect of that Service or Digital Item.
- (d) **Reimbursement:** If you withdraw, we will reimburse all payments due to you without undue delay and in any event not later than fourteen (14) days from the day on which we are informed of your decision to withdraw. We will carry out the reimbursement using the same means of payment you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- (e) **Statutory remedies and refunds:** If the digital content or digital service supplied does not conform to the contract, you have the remedies provided by Applicable Law (including the provisions of the Estonian Law of Obligations Act implementing Directive (EU) 2019/770), in particular to have the content or service brought into conformity, to receive a proportionate price reduction or to terminate the contract. In addition, and without prejudice to those remedies: (i) where a technical fault on the Platform prevents the Services from being delivered and we cannot fix it within five (5) Business Days of receiving a report at support@meshgen3d.com, we will restore the Tokens used or, at your choice, refund the price paid; (ii) we will refund confirmed unauthorised charges reported to us; and (iii) the Company may, at its discretion, issue other refunds.

10. COMPENSATION AND PAYOUT

10.1 Compensation

If you offer Digital Items to us for purchase, you may, subject to the payout conditions in this Section, be entitled to the compensation described below.

You decide the price when offering a Digital Item to us. We may, at our discretion, accept or reject your offer, or make a counteroffer at a different price. You are free to reject our counteroffer, so long as you have not already accepted it by clicking "accept" or the equivalent button in your Account.

Payouts are only available to Users who (a) have completed full identity verification (KYC) and cleared all anti-money-laundering (AML) and counter-terrorist-financing (CFT) checks required under Applicable Law, and (b) live in a jurisdiction where card-scheme payouts are allowed and our Services are offered. We currently support EUR-denominated Visa and Mastercard cards.

Payout requests can only be made from a logged-in Account via the secure dashboard. We protect transactions using data encryption and, where it is available, 3-D Secure verification.

We normally process approved payout requests within two (2) Business Days, not counting weekends, public holidays in Estonia, or any time reasonably required for a compliance

review. Once funds have been sent to your card issuer, we cannot guarantee how quickly your bank will process them.

You are responsible for declaring and paying any taxes due on income you receive from the sale of Digital Items under the laws applicable to you.

10.2 Declines and Reversals

A payout may be declined, refused, suspended, or reversed where: (a) the card is unsupported or has expired; (b) a transaction looks suspicious or breaches AML/CFT rules, these Terms, card-scheme rules (e.g. Visa or Mastercard rules), sanctions law, or fraud-screening criteria; (c) an AML/KYC concern has arisen and has not been resolved; or (d) payouts are unavailable in the User's country. Unless prohibited by Applicable Law, we will explain the reason for declining a payout.

To be clear, the Company does not receive, hold, control, safeguard, custody, transfer, or otherwise deal with funds, digital assets, or anything of monetary value on your behalf. Payments made through the Platform are fees owed to the Company alone, and, where relevant, are processed solely by independent third-party payment providers whose own terms govern your dealings with them – the Company neither controls nor guarantees those services. The Company pays no interest or return on amounts it receives, and holds nothing in trust, escrow, or as a deposit for you.

10.3 Dispute Resolution Procedure

Queries or disputes about a specific payout or claim should be raised in writing, by e-mail to support@meshgen3d.com, preferably within thirty (30) days of the payout date, so that we can investigate the matter effectively. We will acknowledge receipt within two (2) Business Days and give a written response within fifteen (15) days. We may ask for further information or documents to properly assess the claim. This procedure does not affect the statutory limitation periods or your right to use the other dispute resolution options described in Section 18.

11. USER SUBMISSIONS, PERMISSIONS, AND MORAL RIGHTS

If 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 licence, for the full term of protection of the relevant rights, to reproduce, distribute, adapt, create derivative works from, publicly perform and display, make available to the public, market, and otherwise use that accepted content in order to run, promote, and improve the Platform and Services. You allow the Company to add, change, or remove information linked to your submissions to help manage and license that content.

Under the Estonian Copyright Act, the author's moral (personal) rights are inseparable from the author and cannot be transferred. To the extent permitted by law, you consent to the use of accepted content without indicating your name and to such modifications and adaptations as are necessary for the purposes described above, and you agree not to exercise your moral rights in a manner that unreasonably prevents such use by the Company, its users, customers, or sublicensees.

You keep ownership of your content, subject to the rights this Agreement grants us. You confirm that you own, or otherwise have the legal right to submit, any content you provide, and that neither submitting it nor our use of it will infringe a third party's rights or breach the law.

12. THIRD-PARTY SERVICES AND LINKS

12.1 API Integration

The Platform relies on APIs supplied by independent third-party AI providers to generate content. You understand that the functionality, availability, and performance of the Services depend on those providers. To the extent permitted by law, the Company accepts no liability

for interruptions, errors, or discontinuation of AI models caused by anything those third parties do or fail to do; this does not affect the Company's responsibility towards Consumers for the conformity of the Services under Applicable Law.

12.2 External Links. No Endorsement

The Platform may link to third-party websites or resources. These links are provided only as a convenience – the Company does not endorse and takes no responsibility for the content, products, services, or materials available through them, or for any further links they contain. Any use you make of third-party websites or resources is entirely at your own risk and governed by their own terms and policies. Mentioning a third-party product, service, process, trade name, trademark, manufacturer, or supplier on the Platform does not imply the Company's endorsement, sponsorship, or recommendation of it, nor that the third party endorses the Company.

13. PRIVACY AND DATA PROTECTION

13.1 Privacy Notice

The Company is the controller of the personal data processed in connection with your access to and use of the Platform. How and on which legal bases we collect and use personal data, how long we keep it, to whom we disclose it (including Third-Party Service Providers and any transfers outside the European Economic Area), and which rights you have under the GDPR is set out in our Privacy Notice. You may contact us on data protection matters at support@meshgen3d.com. You have the right to lodge a complaint with the Estonian Data Protection Inspectorate (Andmekaitse Inspektsioon) or with the supervisory authority of your habitual residence, place of work or place of the alleged infringement.

13.2 Data Accuracy and Sensitive Data

You confirm that any personal data you give us is accurate and that you are entitled to provide it. You agree not to include special categories of personal data (such as health data, biometric data, or data revealing political opinions) in the AI User Input fields.

14. INDEMNIFICATION

If you are a Business User, you agree to indemnify, defend, and hold harmless the Company, its Affiliates, and their officers, directors, employees, contractors, agents, licensors, and service providers (together, the "Indemnified Parties") against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal costs) arising from or connected with: (a) your breach of these Terms or any document referred to in them; (b) your access to or use of the Platform, including any AI User Input you submit and any User-Generated Output you access or use; (c) your infringement of a third party's rights, including intellectual property or privacy rights; (d) your breach of any applicable law, rule, or regulation; or (e) any claim that your AI User Input harmed a third party. At your expense, the Company may take exclusive control of the defence of any matter you must indemnify us for, and you agree to cooperate with that defence. You must not settle any such matter without the Company's prior written consent.

If you are a Consumer, you are liable to the Company only for damage caused by your culpable breach of these Terms, in accordance with the Estonian Law of Obligations Act.

15. WARRANTIES AND DISCLAIMERS

READ THIS SECTION CAREFULLY.

15.1 Statutory Rights of Consumers

If you are a Consumer, the Company is liable for any lack of conformity of the digital content and digital services supplied under these Terms in accordance with Applicable Law. Nothing in this Section 15 excludes or limits that statutory liability or your remedies.

15.2 "AS IS" and "AS AVAILABLE"

TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND SUBJECT TO SECTION 15.1, THE PLATFORM, THE SERVICES, AND THE CONTENT ARE SUPPLIED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THE COMPANY DISCLAIMS ANY WARRANTY NOT EXPRESSLY SET OUT IN THESE TERMS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

15.3 No Guarantee of Results

SUBJECT TO SECTION 15.1, THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL SUIT YOUR SPECIFIC NEEDS, THAT THE OUTPUT WILL BE ACCURATE, RELIABLE, OR ERROR-FREE, OR THAT THE PLATFORM WILL OPERATE WITHOUT INTERRUPTION.

15.4 Data Backup

WE RECOMMEND THAT YOU KEEP YOUR OWN COPIES OF YOUR AI USER INPUT AND USER-GENERATED OUTPUT. SUBJECT TO SECTIONS 15.1 AND 16.1, THE COMPANY IS NOT LIABLE FOR LOSS OF DATA CAUSED BY SYSTEM OUTAGES, SERVER FAILURES, OR DATA CORRUPTION WHICH ARE NOT ATTRIBUTABLE TO THE COMPANY.

16. LIMITATION OF LIABILITY

16.1 Unlimited Liability

Nothing in these Terms excludes or limits the Company's liability: (a) for death or personal injury; (b) for damage caused intentionally or through gross negligence; (c) for fraud; (d) under the statutory remedies available to Consumers for lack of conformity; or (e) for any other liability which cannot be excluded or limited under Applicable Law, including the Estonian Law of Obligations Act.

16.2 Exclusion of Indirect Damages

SUBJECT TO SECTION 16.1 AND TO THE FULLEST EXTENT THE LAW ALLOWS, THE COMPANY, ITS AFFILIATES, AND THEIR LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, OR OTHER INTANGIBLE LOSSES, WHICH THE COMPANY COULD NOT REASONABLY FORESEE AT THE TIME OF CONCLUSION OF THIS AGREEMENT, ARISING FROM: (I) YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SERVICES; (II) THE CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES; (III) CONTENT OBTAINED THROUGH THE SERVICES; OR (IV) UNAUTHORISED ACCESS TO, USE OF, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT NOT ATTRIBUTABLE TO THE COMPANY.

16.3 Monetary Cap

SUBJECT TO SECTION 16.1, THE COMPANY'S TOTAL LIABILITY TO A BUSINESS USER FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE TERMS OR THE USE OF THE SERVICES WILL NOT EXCEED WHICHEVER IS GREATER OF: (A) THE TOTAL AMOUNT THE BUSINESS USER PAID THE COMPANY FOR THE SERVICES IN THE SIX (6) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED EUROS (€100.00). THE LIABILITY OF THE COMPANY TOWARDS CONSUMERS IS LIMITED ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

16.4 Essential Basis

The disclaimers and limitations of liability in this Agreement reflect an allocation of risk between you and the Company which is taken into account in the prices of the Services, and apply to the extent permitted by Applicable Law.

17. TERM, SUSPENSION, AND TERMINATION

17.1 Term

This Agreement starts on the date you accept it when creating an Account or making a purchase and runs for an indefinite period until it is terminated under these Terms.

17.2 Termination by User

You can end this Agreement at any time by closing your Account in the Account settings or by contacting support@meshgen3d.com. Unused purchased Tokens are refunded upon such termination only where these Terms or Applicable Law so provide.

17.3 Termination and Suspension by Company

We may terminate this Agreement for convenience by giving you at least thirty (30) days' notice by e-mail; in this case, we will refund the value of your unused purchased Tokens.

We may suspend or terminate your Account and access to the Services with immediate effect, or with a shorter notice period, where there is good cause, in particular: (a) a material or repeated breach of these Terms (including Section 6); (b) a binding request or order of a law enforcement or other competent public authority; (c) a serious technical or security threat which cannot otherwise be addressed; (d) reasonable grounds to suspect fraud, money laundering or a breach of sanctions; or (e) unpaid fees which remain unpaid after a reminder. We may also close Accounts that have been inactive for at least twenty-four (24) months, after giving at least sixty (60) days' notice by e-mail.

Any suspension or termination will be proportionate, and we will provide you with a statement of reasons in accordance with Section 7.3, unless prohibited by Applicable Law.

17.4 Effect of Termination

When this Agreement ends: (a) all rights and licences it grants you stop, except for the rights in User-Generated Output assigned to you under Section 8.3; (b) you must stop using the Services; (c) before deleting your Account, we will give you a reasonable opportunity (of at least fourteen (14) days) to download your User-Generated Output, unless the termination is based on illegal content or a legal requirement prevents this; (d) where the termination is not due to your breach of these Terms, we will refund the value of your unused purchased Tokens; (e) we may then delete your Account, along with related information and files, subject to our retention obligations described in the Privacy Notice; and (f) the sections on Intellectual Property, Indemnification, Warranties and Disclaimers, Limitation of Liability, Governing Law and Dispute Resolution, and General Provisions will continue to apply.

18. GOVERNING LAW AND DISPUTE RESOLUTION

18.1 Governing Law

These Terms, and any non-contractual obligations arising from or in connection with them, are governed by the laws of the Republic of Estonia, disregarding any conflict-of-law rule that would apply another jurisdiction's law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. If you are a Consumer habitually resident in another country, this choice of law does not deprive you of the protection afforded to you by the mandatory provisions of the law of your country of habitual residence (Article 6 of Regulation (EC) No 593/2008 (Rome I)).

18.2 Amicable Resolution

We encourage you to contact us first at support@meshgen3d.com so that we can try to resolve any dispute amicably. We will respond to complaints within fifteen (15) days. Attempting amicable resolution is not a precondition for Consumers to use the remedies described in Sections 18.3 and 18.4.

18.3 Consumer Alternative Dispute Resolution

If you are a Consumer and we cannot resolve the dispute amicably, you may refer it to the Consumer Disputes Committee (Tarbijavaidluste komisjon) operating at the Estonian Consumer Protection and Technical Regulatory Authority (Tarbijakaitse ja Tehnilise Järelevalve Amet, www.ttja.ee), or to an alternative dispute resolution body in your country of residence. Referral to such a body is free of charge for Consumers.

18.4 Jurisdiction

Disputes between the Company and Business Users shall be resolved exclusively by Harju County Court in Estonia. If you are a Consumer, you may bring proceedings against the Company either in the courts of Estonia or in the courts of the place where you are domiciled, and the Company may bring proceedings against you only in the courts of the country in which you are domiciled (Article 18 of Regulation (EU) No 1215/2012 (Brussels I bis)).

19. GENERAL PROVISIONS

19.1 Entire Agreement

These Terms, together with any additional terms expressly accepted by you for specific Services, make up the entire agreement between you and the Company about the Services, and replace any earlier or contemporaneous discussions, agreements, or understandings on the same subject.

19.2 Severability

If a court finds any provision of these Terms invalid, illegal, or unenforceable, that provision will be changed as little as necessary to make it valid and enforceable, or removed altogether if it cannot be fixed, to the extent permitted by Applicable Law. The rest of these Terms will remain fully effective.

19.3 Waiver

If the Company does not exercise, or delays exercising, a right, power, or privilege under these Terms, that is not a waiver of it, and exercising it partially or once does not stop the Company exercising it again or exercising any other right, power, or privilege.

19.4 Assignment

You may not assign or transfer these Terms without the Company's prior written consent. The Company may assign or transfer these Terms to an Affiliate or to a successor in connection with a merger, acquisition, or sale of all or part of its business, provided that this does not reduce your rights under these Terms or Applicable Law. We will inform you of any such transfer, and if you are a Consumer you may terminate this Agreement in accordance with Section 17.2. Subject to this, these Terms bind and benefit the parties and their respective successors and permitted assigns.

19.5 Force Majeure

Neither party will be liable for failing to perform its obligations under this Agreement where that failure is caused by a Force Majeure Event, including mechanical, electronic, or communications failure or degradation not attributable to that party, acts of God, war, terrorism, riots, embargoes, action by civil or military authorities, fire, floods, accidents, strikes, or shortages of transport, fuel, energy, labour, or materials. This does not affect your statutory rights to a refund for Services not delivered.

19.6 Modifications to Terms

We may amend these Terms for a valid reason, such as changes in Applicable Law or regulatory requirements, changes in the Services or Third-Party Service Providers, security reasons, or to clarify existing provisions. We will notify you of material changes at least thirty (30) days before they take effect, by e-mail and by a prominent notice on the Website. If you

do not agree to the changes, you may terminate this Agreement before they take effect, free of charge, and receive a refund of the value of your unused purchased Tokens. If you continue to use the Services after the changes take effect without having terminated this Agreement, the amended Terms will apply to you. Changes will not apply retroactively to orders already placed.

19.7 Electronic Communications

For the purposes of this Agreement, you (a) agree to receive communications from the Company electronically, for example by e-mail or notice on the Website, and (b) accept that any terms, agreements, notices, disclosures, or other communications the Company sends you electronically satisfy any legal requirement that they be in writing, to the extent permitted by Applicable Law. Nothing in this clause affects your statutory rights.

19.8 Language and Storage of the Terms

These Terms are concluded in English. Where we provide a translation, the English version prevails, except where mandatory law requires otherwise. The version of these Terms in force at the time of your acceptance will be sent to you by e-mail after registration or purchase and can be downloaded from the Website.

19.9 Contact Details

3Dformator OÜ, registry code 17593731, Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 7, 10117, Estonia. Support: support@meshgen3d.com. Legal notices and DSA point of contact: support@meshgen3d.com. Telephone: **Telephone Number**.

ANNEX 1 – MODEL WITHDRAWAL FORM

(Complete and return this form only if you wish to withdraw from the contract.)

To: 3Dformator OÜ, Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 7, 10117, Estonia, e-mail: support@meshgen3d.com

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the supply of the following digital content / provision of the following service (*):

Ordered on (*) / received on (*): _____

Name of consumer(s): _____

Address of consumer(s): _____

E-mail address used for the Account: _____

Signature of consumer(s) (only if this form is notified on paper): _____

Date: _____

() Delete as appropriate.*