TERMS OF SERVICE

Last Updated: 21 September 2026

Welcome to https://sceneforge3d.com/ (the "Website"). This Terms of Service document (the "Agreement" or "Terms") sets out a legally binding contract between VESSEL EXPERIENCE LTD, a private limited company registered in England and Wales under company number 15643239, whose registered office is at 33 St. Leonards Road, Hull, England, HU5 1BE (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").

By accessing or using the Website – whether by browsing it, opening an account, or making use of any of the services it offers – you confirm that you have read, understood, and accept these Terms, together with our Privacy Notice and Cookie Notice, both of which form part of this Agreement by reference.

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.

Questions about these Terms or the Services can be directed to support@sceneforge3d.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 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, ordinances, codes, rules, guidance, or orders issued by a governmental authority that apply to the subject matter in question, including without limitation the laws of England and Wales and applicable data protection legislation such as the General Data Protection Regulation (GDPR).

- **"Business Day"** means a day, other than a Saturday, Sunday, or public holiday in England, on which banks are generally open for business.
- **"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.
- **"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.
- **"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, mask work, moral, publicity, 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, or where providing the Services would be unlawful or would conflict with the Company's compliance policies, including the territories specifically named in Section 3.2.
- **"Services"** has the meaning given in Clause 2.1;
- **"Token"** means the virtual currency a User buys and holds in their Account, usable only to obtain Services on the Platform;
- **"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.
- **"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.

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. The Company also runs an independent online store selling Digital Items and related services. Any Digital Items you buy 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, and revocable licence to access and use the Digital Items for your own personal, non-commercial purposes only.

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. All Digital Items and AI-generated assets are supplied "AS IS" and "AS AVAILABLE", with no warranty of any kind, express or implied, including as to fitness for a particular purpose or non-infringement.

We make no promise or guarantee as to any particular outcome, result, retained value, rarity, market price, trading profit, or gameplay benefit associated with a Digital Item.

You accept that your ability to buy, 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 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.

We may add, change, suspend, or discontinue any feature, function, or part of the Platform at any time and for any reason, including maintenance, security, or legal compliance. Where practical, we will take reasonable steps to limit any material adverse effect on transactions already in progress. Should your Account be suspended or terminated, any Digital Items and associated items, balances, or settings may be permanently deleted and will not be recoverable or refunded, unless the law or these Terms say otherwise.

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.

You accept that the Services may be interrupted, undergo maintenance, be modified, or otherwise be limited for technical, security, or operational reasons.

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.

At our discretion, we may suspend access to, rate-limit, or restrict parts of the Platform for maintenance, upgrades, security, or operational reasons, or where we suspect abuse or a breach of policy.

We may use a range of security measures, such as multi-factor authentication, IP address checks, device fingerprinting, and transaction monitoring. If you disable or choose not to use a security feature that is offered to you, you accept the resulting increase in risk and take responsibility for any consequences that follow.

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 under any circumstances – including with a parent's or guardian's consent – unless local law expressly allows it and the Company has confirmed this in writing.

3.2 Restricted Jurisdictions

The Company does not permit use of the Platform in jurisdictions where doing so would breach international sanctions, local law, or the Company's own risk tolerance. You confirm that you are not located in, a citizen of, or a resident of 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 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.

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 alone are responsible for keeping your Account password secure and for everything that happens under your Account. You must not share your password with anyone else, and you are responsible for all activity on your Account, whether or not you authorised it. If you become aware of any security breach or unauthorised use of your Account, notify the Company immediately at support@sceneforge3d.com.

4.3 Account Verification

At its discretion, the Company may ask you at any time for further information or documents to verify your identity, age, or billing details, including as part of Know Your Customer (KYC) checks. Not providing this promptly 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 immediately.

5. SERVICE DESCRIPTION AND AI DISCLAIMERS

5.1 Nature of the Service

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

5.2 Non-Commercial Use License

The Services under this Agreement are for your personal, non-commercial home use only. Unless you hold a separate, valid commercial licence 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

Using the Services means accepting the following risks that are 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.
- **Offensive content:** Notwithstanding safety filters, AI models can occasionally produce content that is offensive, inappropriate, or biased; you accept this risk and agree to report any such content to the Company right away.

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, 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; or (g) amounts to Child Sexual Abuse Material (CSAM) or otherwise exploits minors.

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; (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, tax evasion, or financial fraud; or (c) use a payment method you are not authorised to use.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 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 – belong exclusively to the Company and/or its licensors. These materials are protected by the copyright, trademark, and other intellectual property laws of England and Wales, and by equivalent laws in other jurisdictions.

7.2 License to User Input

When you submit AI User Input to the Platform, you give the Company a non-exclusive, worldwide, royalty-free, fully paid-up, sublicensable, and transferable licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display that AI User Input in order to run, provide, improve, and troubleshoot the Services.

7.3 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; (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, keeping your creative workflow confidential.

7.4 Copyright Infringement Claims (DMCA/EU Copyright Directive)

We respect other people's intellectual property. If you think material on the Platform infringes a copyright you own or control, notify us straight away at support@sceneforge3d.com. Your notice should include: (a) the physical or electronic signature of the copyright owner or someone authorised to act for them; (b) identification of the copyrighted work said to have been infringed; (c) identification of the allegedly infringing material and its location on the Platform; (d) your contact details (address, phone number, and email); (e) a statement that you believe in good faith that the use is unauthorised; and (f) a statement, made under penalty of perjury, that the notice is accurate and that you are authorised to act on the owner's behalf.

8. FINANCIAL TERMS, DELIVERY

8.1 Pricing

Services on the Platform are bought using Tokens. Token and Service prices are shown on the Website and may change without notice, at our discretion; we will let you know about changes in advance.

The Website's main currency, for both payments in and out, is the Euro (EUR), though other currencies may also be supported and shown from time to time. Users are responsible for understanding any currency-related consequences and for any fees arising from currency conversion, particularly when withdrawing funds to their own accounts.

8.2 Tokens Policy

Tokens are issued under a revocable, non-transferable, non-exclusive, limited licence for use within your Account and on the Platform, for your own personal, non-commercial purposes.

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.

Tokens do not expire, though we may change their value, modify them, or discontinue them. Tokens you have already purchased will not be cancelled unilaterally except where we suspect fraud, you have breached these Terms, or the law requires it.

Tokens cannot be refunded except where these Terms expressly say so or UK, or EU consumer law requires it.

8.3 Purchase and Delivery

Once you have paid for a Service that lets you generate User-Generated Output, the result will appear in your Account within up to two (2) Business Days. The Platform will show you 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. We aim to deliver promptly and efficiently. If you run into any problems or delays receiving your artwork, please reach out to our customer support team.

8.4 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.

8.5 Taxes

You are responsible for paying, on time and using a valid payment method, all fees and taxes connected with the Services. If your payment method fails or your account falls into arrears, we may use other means to collect the amount owed.

8.6 Right of Withdrawal (EU Consumer Law) and Refunds

8.6.1 **General Right of Withdrawal:** EU consumer Users generally have a statutory right to withdraw from a distance contract within fourteen (14) days, without needing to give a reason.

8.6.2 **Waiver of Withdrawal Right for Digital Content:** BY TOPPING UP YOUR ACCOUNT OR PAYING FOR A SERVICE THAT GENERATES CONTENT, YOU EXPRESSLY AGREE THAT THE CONTRACT (I.E. SUPPLY OF THE DIGITAL ITEMS OR TOKENS) IS TO BE PERFORMED IMMEDIATELY. YOU ACKNOWLEDGE THAT GIVING THIS CONSENT MEANS YOU LOSE YOUR RIGHT OF WITHDRAWAL AS SOON AS DOWNLOADING OR GENERATION BEGINS, OR ONCE THE TOKENS ARE CREDITED TO YOUR ACCOUNT.

8.6.3 **Refund Policy:** Save where the law or this clause says otherwise, all purchases are final and non-refundable. (a) Technical failures – where a technical fault on the Platform stops the Services being delivered and we cannot fix it within five (5) Business Days of receiving a detailed report at support@sceneforge3d.com, we may issue a refund. (b) Unauthorised charges – a refund may be given for confirmed unauthorised charges that are reported promptly. (c) Discretionary refunds – the Company may, at its sole discretion, issue a refund where there is potential fraud or a serious error.

9. COMPENSATION AND PAYOUT

9.1 Compensation

If you sell Digital Items to us, 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 for sale. We may, at our discretion, accept or reject your offer for any reason, 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, 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, English public holidays, or any time taken up by compliance

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

9.2 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, our acceptable use policy, 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 to our satisfaction; or (d) payouts are unavailable in the User's country. Where we can, 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.

9.3 Dispute Resolution Procedure

Queries or disputes about a specific payout or claim must be raised in writing, by email to support@sceneforge3d.com, within thirty (30) days of the payout date. We will acknowledge receipt within two (2) business days and try to give a final written response within fifteen (15) business days. We may ask for further information or documents to properly assess the claim, and delays in providing these may delay, or prevent, resolution of the dispute.

10. 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 to reproduce, distribute, adapt, create derivative works from, publicly perform and display, 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.

To the extent the law allows, you waive any moral rights (including the rights of attribution and integrity) you hold in accepted content. Where such a waiver isn't permitted, you agree not to enforce those rights against 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.

11. THIRD-PARTY SERVICES AND LINKS

11.1 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, and the Company accepts no responsibility

or liability for interruptions, errors, or discontinuation of AI models caused by anything those third parties do or fail to do.

11.2 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.

12. PRIVACY AND DATA PROTECTION

12.1 Privacy Notice

How we collect and use personal data in connection with your access to and use of the Platform is set out in our Privacy Notice. You agree that we may process your personal data as described there and in accordance with applicable data protection law, including the GDPR.

12.2 Data Accuracy

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

13. INDEMNIFICATION

To the extent the law allows, 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.

14. DISCLAIMER OF WARRANTIES

READ THIS SECTION CAREFULLY.

14.1 **"AS IS" AND "AS AVAILABLE": THE PLATFORM, THE SERVICES, AND THE CONTENT ARE ALL SUPPLIED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH NO WARRANTY OF ANY KIND. THE COMPANY DISCLAIMS EVERY WARRANTY, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.**

14.2 **NO GUARANTEE OF RESULTS: THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL SUIT YOUR NEEDS, THAT THE OUTPUT WILL BE ACCURATE, RELIABLE, OR ERROR-FREE, OR THAT THE PLATFORM WILL OPERATE WITHOUT INTERRUPTION OR SECURELY.**

14.3 **NO LIABILITY FOR DATA LOSS: THE COMPANY IS NOT LIABLE FOR ANY LOSS OF DATA, INCLUDING AI USER INPUT OR USER-GENERATED OUTPUT, CAUSED BY SYSTEM OUTAGES, SERVER FAILURES, OR DATA CORRUPTION. BACKING UP YOUR OWN CONTENT IS YOUR RESPONSIBILITY.**

14.4 **JURISDICTIONAL LIMITS: BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE EXCLUSIONS ABOVE MAY NOT APPLY TO YOU.**

15. LIMITATION OF LIABILITY

15.1 Exclusion of Consequential Damages

TO THE FULLEST EXTENT THE LAW ALLOWS, THE COMPANY, ITS AFFILIATES, AND THEIR LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF USE, LOSS OF GOODWILL, OR OTHER INTANGIBLE LOSSES, 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, REGARDLESS OF THE LEGAL THEORY INVOLVED (WARRANTY, CONTRACT, TORT INCLUDING NEGLIGENCE, OR OTHERWISE), AND EVEN IF THE COMPANY WAS TOLD SUCH DAMAGE WAS POSSIBLE.

15.2 Monetary Cap

DESPITE ANYTHING ELSE IN THIS AGREEMENT, THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES WILL NOT EXCEED WHICHEVER IS GREATER OF: (A) THE TOTAL AMOUNT YOU 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).

15.3 Essential Basis

YOU ACCEPT THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT REPRESENT A FAIR AND REASONABLE ALLOCATION OF RISK BETWEEN YOU AND THE COMPANY, AND THAT THEY ARE FUNDAMENTAL TO THE COMPANY BEING ABLE TO OFFER THE SERVICES ON AN ECONOMICALLY VIABLE BASIS.

16. TERM, SUSPENSION, AND TERMINATION

16.1 Term

This Agreement starts on the date you first accept it – whether by browsing the Website or opening an Account – and runs until it is terminated under these Terms.

16.2 Termination by User

You can end this Agreement whenever you like by closing your Account and stopping all use of the Services. To close your Account, contact support@sceneforge3d.com.

16.3 Termination by Company

At our sole discretion, and without prior notice or liability, we may suspend or terminate your Account and access to the Services for any reason, including: (a) breach of these Terms (including the Acceptable Use Policy); (b) a request from law enforcement or another government body; (c) unforeseen technical or security problems; (d) long-term inactivity; or (e) unpaid fees.

16.4 Effect of Termination

When this Agreement ends: (a) all rights and licences it grants you stop immediately; (b) you must stop using the Services entirely; (c) we may delete your Account, along with all related information and files; and (d) the sections on Intellectual Property, Indemnification, Disclaimers, Limitation of Liability, and General Provisions will continue to apply.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 Governing Law

These Terms, and anything arising from them, are governed by and interpreted under the laws of England and Wales, 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.

17.2 Informal Resolution

Before bringing a claim against the Company, you agree to first try to resolve the matter informally by contacting support@sceneforge3d.com, and we will do the same by emailing you. If the dispute remains unresolved thirty (30) days after it was raised, either you or the Company may start formal proceedings.

17.3 Jurisdiction and Venue

Any legal action or proceeding relating to these Terms or the Services may only be brought in the courts of England and Wales, and you waive any objection to those courts' jurisdiction over you or to proceedings being heard there.

18. GENERAL PROVISIONS

18.1 Entire Agreement

These Terms, together with the Privacy Notice, Cookie Notice, and any other legal notice the Company publishes on the Website, 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.

18.2 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. The rest of these Terms will remain fully effective.

18.3 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.

18.4 Assignment

You may not assign or transfer these Terms, whether by operation of law or otherwise, without the Company's prior written consent, and any attempt to do so without that consent will be void. The Company, however, may assign or transfer these Terms freely and at its sole discretion. Subject to this, these Terms bind and benefit the parties and their respective successors and permitted assigns.

18.5 Force Majeure

The Company will not be liable for failing to perform its obligations under this Agreement where that failure is caused by something beyond its reasonable control, including mechanical, electronic, or communications failure or degradation (such as "line noise" interference), 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.

18.6 Modifications to Terms and Services

We may, at our sole discretion, change or replace these Terms or the Services at any time. Where a change is material, we will give at least 30 days' notice before the new terms take effect, by email or a prominent notice on the Website; we decide, at our discretion, what counts as material. Continuing to access or use the Services after revised terms take effect means you accept them.

18.7 Electronic Communications

For the purposes of this Agreement, you (a) agree to receive communications from the Company electronically, for example by email 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. Nothing in this clause affects your statutory rights.