Member Agreement

Last updated: *October 9, 2025*

1. **Relationship and Scope**
   This Member Agreement applies to paying members of Makiverse Entertainment Inc. and governs membership benefits, billing, Gems, and related features. It supplements and incorporates the Terms & Conditions and the Privacy Policy. If there is a conflict between this Agreement and the Terms, this Agreement controls for paid membership matters.

2. **Membership Benefits**
   A membership may provide priority generation, the ability to spend Gems to skip queues, enhanced usage limits, early access to features, or other benefits as published at the time of purchase. Specific benefits may vary by plan and may change over time where allowed by law. Where a benefit is time-limited or subject to capacity, availability is not guaranteed.

3. **Gems**
   Gems are a feature-access instrument associated with your account that can be used to obtain priority processing or other defined benefits. Gems are not legal tender, have no cash value, are not deposits, are non-refundable, and are not transferable except where we expressly permit. We may set maximums, minimums, or expiration policies where lawful, and we may modify Gem pricing or consumption rules prospectively with appropriate notice.

4. **Fees, Taxes, & Auto-Renewal**
   Membership fees are charged in advance for the applicable period and subject to taxes and charges required by law. Unless stated otherwise at purchase, memberships renew automatically until canceled. You authorize Stripe, or any successor or additional processor we designate, to charge your selected payment method for recurring fees and any purchased Gems. If a renewal attempt fails, we may retry, downgrade, suspend, or cancel the membership.

5. **Refunds and Cancellations**
   Membership and Gem fees are non-refundable except where required by law. You may cancel at any time, with the cancellation typically effective at the end of the then-current billing period unless the law provides otherwise. Promotional periods and discounts are subject to their stated terms.

6. **Content**
   Members must comply with the Acceptable Use and Content Standards in the Terms.

Manga and anime depictions that are lawful in your jurisdiction may be permitted, but unlawful content, infringement, exploitation of minors, and other prohibited categories are not allowed. We may remove content, limit features, suspend, or terminate membership to address violations or risk.

7. **Ownership of Outputs — Member License**
   Makiverse owns the Outputs generated by or through the Service. Members receive a worldwide, non-exclusive, sublicensable, transferable, royalty-free license to use, reproduce, display, distribute, and commercially exploit Outputs, subject to the Terms and this Agreement. The license is non-exclusive; you cannot prevent Makiverse or others from using similar or identical Outputs. For exclusive rights or special permissions, contact legal@smai.tech to request a separate agreement.

8. **Inputs –- License to Makiverse**
   Members retain rights in their Inputs. Members grant Makiverse the licenses necessary to host, process, and use Inputs to deliver and improve the Service, including for model training and evaluation as described in the Terms and Privacy Policy, with any opt-out handled through the contact method provided there.

9. **Public Galleries & Attribution**
   Members may choose to publish content to public galleries or community areas. Publication confers to other users the right to view that content within Makiverse. Unless a remix permission is provided and enabled, publication does not itself grant others rights to reuse off-platform. Where required by law or platform policy, members will disclose that content was generated with AI.

10. **Affiliates and Promotions**
    Makiverse may offer affiliate programs or promotional opportunities to members. Participation is optional and governed by additional terms provided at the time of enrollment. We reserve the right to modify or discontinue affiliate or promotional programs.

11. **Termination**
    This Agreement continues while your membership is active. We may suspend or terminate membership if fees are unpaid, if usage poses risk, or in response to violations of the Terms or this Agreement. Upon termination or expiration, access to member features ceases; any rights that must survive by law or by their nature will continue.

12. **Disclaimers**
    Membership features are provided “as is” and “as available.” The limitations of liability and indemnification obligations in the Terms apply to this Agreement. To the extent a separate limit is required, Makiverse’s aggregate liability under this Agreement is capped at the fees you paid for membership in the twelve months preceding the event giving rise

to liability.

13. **Governing Law; Disputes**
    Ontario law governs this Agreement without regard to conflicts rules. Except where prohibited, disputes will be resolved by binding individual arbitration administered by the ADR Institute of Canada in Toronto, Ontario, before a single arbitrator, with no class actions or class arbitration. If arbitration is unavailable or unenforceable for a claim, the provincial or federal courts in Toronto, Ontario shall have exclusive jurisdiction.

14. **Changes**
    Makiverse may update this Agreement from time to time. Where required, we will provide notice of material changes. Continued membership after the effective date of changes constitutes acceptance of the updated terms.