Terms & Conditions

Last updated: *October 9, 2025*

1. **Acceptance of Terms**
   These Terms & Conditions govern access to and use of Makiverse's websites, applications, and services for manga and anime content generation (the "Service"). By creating an account or using the Service, you enter into a binding agreement with Makiverse Entertainment Inc., an Ontario corporation ("Makiverse," "we," "us," "our"). If you do not agree, do not use the Service. Notices may be sent to legal@smai.tech.

2. **Eligibility and Accounts**
   Use of the Service is permitted only by individuals who can form a binding contract with Makiverse and who meet the minimum age required by applicable law. As a default standard, users must be at least 13 years old (or 16 in the EEA/UK where required), and the Service is not directed to children under 13. You are responsible for your login credentials, for the accuracy of the information you provide, and for all activity that occurs under your account. We may refuse, suspend, or terminate accounts at our discretion.

3. **The Service; Changes**
   Makiverse provides tools to generate manga and anime style content from prompts and, where enabled, uploaded reference materials. Features, models, and interfaces may change or be discontinued without notice where legally permissible. We may impose or adjust usage limits and safeguards to protect the Service and users.

4. **Plans, Subscriptions, and Gems**
   Makiverse may offer a free tier subject to capacity and rate limits, and one or more paid membership plans with added functionality. Paid plans may include a system of "Gems" that allow members to bypass queues or access premium processing. Gems are a limited license to receive prioritized compute and related features; they are not currency, not a deposit, not redeemable for cash, and non-transferable unless expressly allowed. Subscriptions continue until canceled and, where applicable, renew automatically at the then-current price. You authorize Makiverse and its payment processor (currently Stripe) to charge your selected payment method for recurring fees, taxes, and any applicable charges. Prices may change, with notice where required by law.

5. **Payments and Refunds**
   All fees, including for subscriptions and Gems, are non-refundable except where a refund is required by law. If your jurisdiction provides a mandatory cooling-off right or equivalent consumer protection, we will honor that right. Cancellation of a subscription generally takes effect at the end of the current billing period unless otherwise required by

law. Chargeback handling follows our processor's rules and applicable law, and may result in immediate suspension or termination.

6. **Ownership of Outputs; License to Users**
   Outputs are the content generated by or through the Service from your prompts and uploads. As between you and Makiverse, Makiverse owns all right, title, and interest in and to the Outputs and in the models and systems that produce them. Subject to these Terms and your compliance, Makiverse grants you a worldwide, non-exclusive, sublicensable, transferable, royalty-free license to use, reproduce, display, distribute, and commercially exploit Outputs. This license is not exclusive, and you may not prevent Makiverse or others from using the same or similar Outputs or from independently generating similar results. If you require exclusive or restricted rights, contact legal@smai.tech to request a separate written agreement.

7. **Your Inputs and Uploads; License to Makiverse**
   Inputs include prompts, settings, and any images or other materials you upload. You retain whatever rights you hold in your Inputs. You grant Makiverse a worldwide, non-exclusive, transferable, sublicensable, royalty-free license to host, process, adapt, analyze, and otherwise use Inputs as necessary to operate, secure, and improve the Service; to train and evaluate models and systems; to develop new features; and to comply with law. Where applicable law or product settings provide an opt-out from improving models using your de-identified content, you may exercise that by contacting legal@smai.tech from your account email. You represent that you have the rights necessary to provide Inputs and that your Inputs do not violate law or the rights of any person.

8. **Acceptable Use and Content Standards**
   Makiverse focuses on manga and anime content. Stylized depictions of violence or weapons common to those genres may be permitted to the extent allowed by law. You may not use the Service for illegal content or activity; for exploitation or endangerment of minors; for non-consensual, privacy-invasive, or doxxing content; for unlawful hate, harassment, or promotion of terrorism or violent extremism; for intellectual-property infringement or violations of publicity or personality rights; or for fraud and deception. We may remove content, limit functionality, apply filters, or suspend/terminate accounts where we determine action is appropriate.

9. **Community Sharing and Attribution**
   If you publish content to public galleries or community spaces within Makiverse, you grant other users the right to view that content within Makiverse for their personal use. Unless a specific remix or derivative permission is offered and enabled, other users do not receive a license to reuse your shared content off-platform. Where required by law or by third-party platform rules, you agree to disclose that content was generated with AI.

10. **Third-Party Services**
    Makiverse integrates with third-party services such as hosting, analytics, and payment processing. Those services are governed by their own terms and policies. We are not responsible for third-party services outside our control.

11. **Reporting and Enforcement**
    Potential violations, legal complaints, or rights requests may be submitted to legal@smai.tech. We aim to review reports within 30 days, with faster review where the law requires expedited handling or where risk is acute. We may preserve and disclose information to comply with legal obligations or to protect users and the Service.

12. **Termination**
    You may stop using the Service at any time. We may suspend or terminate access if you breach these Terms, if your use poses risk, or where required by law. Upon termination, the licenses granted to you may cease except for any rights that must survive under applicable law or under these Terms.

13. **Disclaimers**
    The Service is provided “as is” and “as available.” To the extent permitted by law, Makiverse disclaims all warranties, whether express, implied, or statutory, including merchantability, fitness for a particular purpose, and non-infringement, and does not guarantee uninterrupted or error-free service.

14. **Limitation of Liability**
    To the maximum extent permitted by law, Makiverse will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, revenues, or data. In all cases, our aggregate liability for all claims relating to the Service shall not exceed the greater of the fees you paid to Makiverse in the twelve months before the event giving rise to liability or CAD $100 if you paid nothing.

15. **Indemnification**
    You agree to indemnify and hold Makiverse, its affiliates, and their officers, directors, employees, and agents harmless from claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of your Inputs, your use of the Service, or your violation of these Terms or of law.

16. **Dispute Resolution**
    These Terms are governed by the laws of Ontario, Canada, without regard to conflicts principles. Except where prohibited by law, any dispute arising out of or relating to these Terms or the Service shall be resolved by binding individual arbitration administered by the ADR Institute of Canada (ADRIC) in Toronto, Ontario, before a single arbitrator, with no class actions or class arbitration. If arbitration is found unenforceable for a particular claim, the provincial or federal courts located in Toronto, Ontario shall have exclusive

jurisdiction.

17. **Changes to Terms**
    We may update these Terms from time to time. Where the law requires notice of material changes, we will provide it by reasonable means. Continued use of the Service after changes take effect constitutes acceptance of the updated Terms.