

DOG WIF HAT TERMS OF USE

Last update: March 2024

These Terms of Use and the Code of Conduct (collectively, the “**Terms**”) explain what rights you have with respect to images and other assets you might generate with the Dog With Hat AI (the “**Service(s)**”), the prompts you might enter into the Service, your use of the Services, and other important topics like arbitration. These Terms apply to all visitors, users, and others who wish to access or use the Services.

By using the Services, you understand and agree to be bound by these Terms, and any other documents that are presented to you on the Dog With Hat platform, including but not limited to the general Dog With Hat Terms of Use, Code of Conduct that are attached to the end of these Terms.

These Terms may be updated and presented again to you from time to time without prior notice to you. By continuing to use the Services, you agree to be bound by such changes. If you do not agree with (or cannot comply with) the Terms, then you may not use the Services.

1. Definitions

In these Terms:

“**AI**” means machine-demonstrated artificial intelligence systems, software or integrated machines that perform tasks under the varying and hard-to-predict circumstances (in this case of producing generative-visual images based on a series of actual images uploaded) and which process can be improved by learning from repetitive experience based on exposure to data sets, without material human oversight;

“**Applicable Law**” means any law, rule, statute, subordinate legislation, regulation, by-law order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgement, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any person (including all parties to this Terms), property, transaction, activity, event or other matter, including any rule, order, judgement, directive or other requirement or guideline issued by any governmental or regulatory authority;

“**Assets**” the content generated or produced by use of the AI in the Service, and which may be manipulated by the user for subsequent purposes in Permitted Environments;

“**Content**” has the meaning given to that term in Clause 5.1;

“**NFT(s)**” means a unique non-fungible token generated from audio or visual materials using smart contracts;

“Permitted Environments” means such third-party sites, platforms, databases, systems, applications, or servers that may be permitted by us for the purposes of transferring, storing, disseminating, using, facilitating, projecting, or minting the Assets generated by you;

“Third Party Content” has the meaning given to that term in Clause 4.2;

“User Content” has the meaning given to that term in Clause 4.1;

2. Eligibility

We have the sole and absolute discretion to determine access to the Services. By agreeing to these Terms, you represent and warrant that:

- 2.1. You are at least 18 years of age, or the minimum age required in your jurisdiction of residence to have the necessary legal capacity, right, power and authority to accept these Terms;
- 2.2. You have the full right, power, and authority to agree to these Terms;
- 2.3. You are not impersonating any other person;
- 2.4. You will not use the Services if any Applicable Laws in your country prohibit you from doing so in accordance with these Terms;
- 2.5. You are compliant with all Applicable Laws to which you are subject to; and
- 2.6. You have read, understood and agreed to these Terms, the Code of Conduct or otherwise any other documents we have presented to you on the Dog With Hat platform.

3. Service Availability

- 3.1. The Services are subject to modification and change, including but not limited to the art style of the Assets, the algorithms and AI used to generate the Assets, and features available to you.
- 3.2. No guarantees are made with respect to the Service’s quality, stability, uptime or reliability.
- 3.3. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to any users.

- 3.4. We reserve the right, without notice and in our sole discretion, to terminate or suspend your access to or use of the Service, the Dog With Hat platform, and/or the Assets at any time and for any reason but in particular, if we suspect in our sole discretion that: (i) you are using the Service or is suspected to have used the Service for illegal activity; (ii) you have or we suspect that you have engaged in fraudulent activity; and/or (iii) you have or we suspect that you have engaged in activity in violation of these Terms and/or the Code of Conduct. In particular, Assets generated with are deemed by us, in our sole and absolute discretion, to be in breach of the Code of Conduct, shall be removed by us without prior notice to you. You also understand that if generated Assets are shared to Permitted Environments or other third parties that they may reserve the right to remove the Assets, or derivative works of the Assets at their sole discretion.
- 3.5. We reserve the right at all times to disclose any information as it deems necessary to satisfy any Applicable Law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at our sole discretion.

4. Your use of the Service and conduct

- 4.1. The Service allows you to create images based on your input, in whatever manner, including but not limited to, information, language or text ("**User Content**").
- 4.2. The Service may also permit you to explore or use contents, sites, or software created by third parties ("**Third Party Content**"). We do not make any representations or warranties about any Third-Party Content visible and available through on the Dog With Hat platform and/or the Services and you bear responsibility for verifying the legitimacy, authenticity, quality, origin and legality of any Third-Party Content that you interact with. We provide access only as a convenience and are not responsible for such Third-Party Content. We also cannot guarantee that any Assets visible on the Site will always remain visible and/or available for further use or interaction.
- 4.3. You understand and agree that you are responsible for any User Content you submit or contribute, and you have full and sole responsibility for such content, including its legality, compliance with the Code of Conduct and these Terms, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content, accuracy, or appropriateness of any User Content posted by you or any other user on the Service. We do not control or endorse the content, messages or information found in any User Content and we specifically disclaim any liability with regards to the Services and any Asset or actions resulting from any user's engagement with the Services.

- 4.4. Any information you submit to the Service will be considered non-confidential. By providing any User Content on and/or through the Service, you grant us and our affiliates and our respective licensees, successors, and assignees the right to use, reproduce, modify, perform, display, distribute, retransmit, publish, broadcast, and otherwise disclose to third parties any such material for any purpose.
- 4.5. You represent and warrant that:
 - 4.5.1. you own and control all rights in and to your User Content and have the right to grant such licenses to us and our affiliates and our respective licensees, successors, and assignees;
 - 4.5.2. all of your User Content does and will comply with these Terms and the broader Agreement. You also agree that you will not infringe on the intellectual property of others.
- 4.6. We have the right, but not the obligation, to monitor and analyse the use of the User Content, Assets and/or the Service to determine compliance with these Terms and any operating rules established by us and to satisfy any law, regulation or authorised government request.
- 4.7. By using the Services, you grant to us, our successors, and assigns a perpetual, worldwide, non-exclusive, sublicensable no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute text, and image prompts you input into the Services, or Assets produced by the service at your direction. This license survives even if you are no longer accessing or using the Services, for any reason.

5. Intellectual Property Rights

- 5.1. Unless otherwise indicated by us, all content and other materials contained therein, including, without limitation, our logo, and all designs, text graphics, pictures, information, data, software, and files relating to the Service (the "**Content**") are the proprietary property of us or our affiliates, licensors, or users, as applicable. All rights reserved.
- 5.2. Our logo and any product or service names, logos, or slogans that may appear on the Service or elsewhere on the Dog With Hat platform are our proprietary property of and may not be copied, imitated or used, in whole or in part, without our prior written permission.
- 5.3. Unless otherwise stated, you may not use any Content without our express written permission. We reserve the right to suspend or terminate access to anyone that has actually or allegedly infringed upon any person's intellectual property rights.

- 5.4. Unless otherwise stated, all other copyrights, trademarks, product names, and logos on the Service relating to and including the Assets, is our property and may not be copied, imitated, or used, in whole or in part, without the permission of the applicable intellectual property right owner.
- 5.5. You acknowledge and agree that by providing any User Content to the Service, you grant us a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide, and irrevocable license to use and display such User Content and/or Assets.
- 5.6. Unless otherwise stated, when you generate Assets on the Service, we shall own the content of such Asset and have the sole right to deal with the Asset generally.
- 5.7. Notwithstanding anything to the contrary in these Terms, you cannot do any of the following:
 - 5.7.1. Commercialise the Assets for your website, application, app, software, product, business or any other commercial project; and,
 - 5.7.2. promote any political, social, ideological or financial cause; encourage, support or endorse self-harm, hate groups, violence, terrorism or criminal behaviour; incite or spread hate or acts of hate or otherwise create Assets that breaches the Code of Conduct.
 - 5.7.3. As a result of the foregoing, users shall be strictly prohibited from downloading, saving or otherwise making a copy of the Assets generated from the Service in a way which seeks to violate any rule or provision of these Terms and Conditions or the Code of Conduct.
- 5.8. The Service allows you to mint your Assets into NFTs and you may choose to mint your generated Assets into NFTs ("**Minted NFT(s)**"). Subject to the Clauses above, you own all rights and ownership to the Minted NFTs, provided that they were created in accordance with these Terms.
- 5.9. Unless otherwise stated, you will have a worldwide, perpetual, exclusive, transferable, royalty-free licence to use and display the Asset for your NFT, for so long as you own the NFT, solely for the following purposes:
 - 5.9.1. for your own personal, non-commercial use;
 - 5.9.2. as part of any third party NFT Platform that permits the purchase, sale and display of your NFT (and you shall be subject to the terms and conditions of these third party platforms, if any.);
 - 5.9.3. as part of a third party website or application that permits the inclusion, involvement, storage, or participation of your NFT.
- 5.10. NFTs or other materials uploaded to the third party platforms may be subject to limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you acquire an NFT.

- 5.11. Notwithstanding Clauses 5.8 to 5.10, you agree to grant to us, and our successors, a no-charge, irrevocable license to:
 - 5.11.1. Share your Minted NFT data to third party NFT platforms; and
 - 5.11.2. Publicly display or publish your Minted NFT on the Service, the Dog With Hat platform or anywhere else for the purposes of marketing.

For the avoidance of doubt, any Assets generated on the Service that are not minted into NFTs by you shall remain our property in accordance with this Clause 5.

6. Assumption of Risks/Non-Reliance

- 6.1. Assets generated are not intended to be and should not be construed or used as legal, financial, professional, dietary, health or any other form of expert opinion. We do not guarantee the accuracy, completeness, or reliability of any Assets or any information provided through the Service. The Assets should not be relied upon as a substitute for professional advice or judgement. Users are solely responsible for any decisions, actions or risks they undertake based on the Assets.
- 6.2. The Services are subject to modification and change, including but not limited to the art style of Assets, the algorithms used to generate the Assets, and features available to the Customer. No guarantees are made with respect to the Services' quality, stability, uptime or reliability. Please do not create any dependencies on any attributes of the Services or the Assets.
- 6.3. The Assets are generated by an AI software based on existing data and input provided (namely, User Content), and it is not intended to and does not reflect our view, position or opinion, nor any third party's view, position or opinion. We disclaim all liability for any Assets, including but not limited to any inaccuracies, errors, or omissions in such Assets. Users should independently verify and validate any information obtained through the Service.
- 6.4. You understand and agree that your access and use of the Service is subject to certain risks including without limitation:
 - 6.4.1. The regulatory regime governing artificial intelligence, blockchain technologies, non-fungible tokens, cryptocurrency, smart contracts is uncertain, and legislative and regulatory changes, investigations, inquiries, claims, actions, decisions or judgments may adversely affect the use of the Services;
 - 6.4.2. To the extent that we rely on third-party platforms and/or vendors, we bear no obligation to and may not be able to maintain a good relationship with such platform providers and/or vendors; if the terms and conditions or pricing of such platform providers and/or vendors change; if we violate or cannot comply with the terms and conditions of such platforms and/or

vendors; or if any of such platforms and/or vendors loses market share or falls out of favour or is unavailable for a prolonged period of time, your access to and use of the Services will suffer; and

- 6.4.3. You understand and agree that you are solely responsible for determining the nature, potential value, suitability and appropriateness of these risks for yourself. We do not give any advice or recommendations regarding the Assets. YOU EXPRESSLY AGREE THAT YOUR ACCESS AND USE OF THE SITE, CONTENT, OUTPUT AND/OR ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK AND FOR YOUR SOLE ENTERTAINMENT AND/OR OTHER NON-COMMERCIAL PURPOSES.

7. Taxes

You agree that you are solely responsible for determining what, if any, taxes apply to your transactions on the Site. Neither Dog With Hat nor any other Dog With HatI affiliated entity is responsible for determining the taxes that may apply to your transactions.

8. Disclaimers

- 8.1. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY US, THE CONTENT CONTAINED THEREIN, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.
- 8.2. We make no warranty that the Services or Assets will:
 - 8.2.1. meet your needs, requirements or expectations;
 - 8.2.2. be available on an uninterrupted, timely, secure, or error-free basis; or
 - 8.2.3. be accurate, reliable, complete, legal, or safe.
- 8.3. We will not be liable for any loss of any kind from any action taken or taken in reliance on material or information contained as part of the Service.
- 8.4. We do not represent or warrant that any content on the Service is accurate, complete, reliable, current or error-free.
- 8.5. While we attempt to make your access to and use of the Service safe, we do not represent or warrant that the Content, Services, or any other part of the site or Assets are free of viruses or other harmful components. We cannot guarantee the security of any data that you disclose online. You acknowledge and accept the inherent security risks of providing information and dealing online over the Internet.
- 8.6. We will not be responsible for any breach of security unless it is due to our gross negligence. We will not be responsible or liable to you for any loss and take no

responsibility for, and will not be liable to you for, any use of the Services including but not limited to, any losses, damages, or claims arising from:

8.6.1. server failure or data loss; or,

8.6.2. loss of Assets.

8.7. We reserve the right and without liability to you to do the following at any time in our sole discretion and without notice to you: update, change, remove, cancel, suspend, disable or restrict access to or discontinue the Services, Content or change any features, component or content of the aforementioned or; decline, suspend, cancel, reverse, void or partially execute any instruction; or reverse, cancel, clawback, change any terms or refuse to honour any payment or rewards (if applicable).

8.8. TO THE FULLEST EXTENT PROVIDED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE CONTENT, SERVICES, AND ASSETS. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, THE SERVICE, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF THE SITE, PRODUCTS OR THIRD-PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS AND USE OF THE SERVICE, CONTENT, ASSETS OR ANY PRODUCT OR SERVICES PURCHASES ON THE SITE EXCEED US\$100. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR ANY INJURY CAUSED BY OUR FRAUD OR FRAUDULENT MISREPRESENTATION.

10. Indemnification

To the fullest extent permitted by Applicable Law, you agree to indemnify, defend and hold harmless us, our affiliates and past, present and future employees, officers, directors, contractor, third-party, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively the “**Our Parties**”), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “**Claims**”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (i) your use or misuse of the Content, Services or Assets, (ii) your breach of these Terms, and (iii) your breach or violation of the rights of a third party, including another user or third party service provider. You agree to promptly notify us of any Claims and cooperate with Our Parties in defending such Claims. You further agree that Our Parties shall have control of the defence or settlement of any Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES THAT MAY BE SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND US.

11. Governing Law and Jurisdiction

These Terms are governed by and shall be construed in accordance with the laws of Hong Kong without regard to any choice or conflict of laws rules. Any dispute, controversy or claim, whether contractual or non contractual, arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, or any other issue which shall arise in virtue of these Terms, shall be referred to and finally settled by arbitration administered by the Hong Kong International Arbitration Centre (“HKIAC”) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be in Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in the English language.