

LICENSE AGREEMENT AND TERMS OF SERVICE

This License Agreement and Terms of Service ("Agreement") establishes the terms and conditions governing the use of the website "meuclone.digital" ("Platform"), owned by MBR Network Serviços Digitais LTDA, registered under CNPJ/MF No. 40.421.601/0001-92, headquartered at AV HISTORIADOR RUBENS DE MENDONCA, No. 917, BAU District, City of Cuiabá, State of Mato Grosso.

WHEREAS:

(I) MBR Network is a technology company that develops artificial intelligence, big data, and business intelligence solutions;

(II) The User wishes to use the Platform to create personalized image generation models through the fine-tuning process, where images submitted by the user will create a customized model;

The Parties hereby agree to enter into this Agreement, which shall be governed by the following clauses and conditions:

1. PURPOSE

1.1. The purpose of this Agreement is to regulate the rights and obligations of the Parties related to the use of the Platform and Services offered by MBR Network.

2. ACCESS AND REGISTRATION

2.1. To access the Services, the User must register on the Platform, providing all requested information completely and accurately.

2.2. The User shall be solely responsible for maintaining the confidentiality of their access credentials and may not transfer or share them with third parties.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. MBR Network is the sole and legitimate owner of the Platform, Services, as well as all trademarks, patents, copyrights, trade secrets, and any other related intellectual property rights.

3.2. By using the Platform, the User does not acquire any intellectual property rights over the Services or any other elements of the Platform, except for images generated exclusively for the User, provided that the User holds the image rights to the photographs used in the fine-tuning process.

4. LICENSE OF USE

4.1. Subject to compliance with the terms and conditions of this Agreement, MBR Network grants the User a limited, non-transferable, and non-exclusive license to use the Platform and Services exclusively for personal and commercial purposes.

4.2. The User may not reverse engineer, decompile, or attempt to obtain the source code of the Services or Platform.

5. IMAGE AND MODEL PROCESSING

5.1. To create a personalized model, the User must submit between 15 and 20 images for the model's fine-tuning process. The User declares to possess all image rights to the submitted photographs, including express authorization from individuals present in the images for use on the Platform when applicable.

5.2. Image processing and personalized model training will occur in the background, with the possibility of monitoring by the User.

5.3. After training, the User can select their personalized model and generate new images, adjusting parameters such as hair color, clothing style and color, glasses, beard, and others.

6. DATA PROTECTION

6.1. MBR Network ensures that all images submitted by the User will be protected and not shared with third parties, except by court order or in cases provided by law.

6.2. The website will comply with the provisions of the General Data Protection Law (LGPD) and other regulations applicable to personal data protection.

6.3. The User declares to be aware of and consent to the use of cookies by the Platform, necessary for providing the Services and ensuring a better user experience.

7. CREDIT SYSTEM

7.1. The use of Services is governed by a credit system, where the User must acquire credits to train a personalized model and for each generated image processing.

7.2. Credits can be purchased through payment platforms. The value of acquired credits will be used to fund the GPUs (Graphics Processing Units) used in the fine-tuning process and image generation.

7.3. Acquired credits are non-refundable under any circumstances, and the acquisition is final.

8. LIMITATION OF LIABILITY

8.1. MBR Network is not responsible for any direct, indirect, incidental, special, or consequential damages, lost profits, or moral damages arising from the use or inability to use the Platform or Services, except in cases of proven willful misconduct or gross negligence.

8.2. MBR Network is not responsible for the content of images submitted by the User, who is solely responsible for ensuring the legality and appropriateness of submitted images, including obtaining express authorization from individuals present in the images for use on the Platform.

9. TERM AND TERMINATION

9.1. This Agreement comes into effect on the date of acceptance by the User and remains valid until canceled by either Party.

9.2. MBR Network may terminate this Agreement immediately, without prior notice, if the User violates any of its provisions.

10. AMENDMENTS

10.1. MBR Network reserves the right to modify this Agreement at any time, with prior notice to the User.

10.2. If the User does not agree with the changes, they should cease using the Platform and Services.

11. APPLICABLE LAW AND JURISDICTION

11.1. This Agreement is governed by the laws in force in the Federative Republic of Brazil.

11.2. Any disputes arising from this Agreement will be resolved before the Court of Cuiabá, State of Mato Grosso, with express waiver of any other, however privileged it may be.

And, being fair and contracted, the Parties electronically sign this Agreement, to produce its legal and legal effects.