

VIRTUAL TOUCH TERMS OF SERVICE

Virtual Touch Group Limited ("Virtual Touch," "we" or "us") is pleased to provide you with access to the Virtual Touch platform, which allows a user ("User" or "you") to upload, download, and/or publish 3D files on the Virtual Touch platform, or embed on third-party websites by means of our proprietary viewer. All elements of the Virtual Touch platform, along with our proprietary 3D viewing technology and software, are referred to herein as the "Services," and may be modified from time to time at our sole discretion.

By registering with us, or by using the Services, you agree to be bound by these Terms of Use (the "Agreement,") which we may update from time to time. Your continued use of the Services (or any User Content downloaded from the Services) constitutes your consent to such changes. PLEASE READ THIS AGREEMENT CAREFULLY AND CHECK THESE TERMS OF USE PERIODICALLY FOR CHANGES. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE THE SERVICES.

1. General Conditions

1.1 Description of Services. Virtual Touch is pleased to offer free services ("Free Services") with limited functionality, as well as various tiers of paid services ("Paid Services") plans with enhanced functionality. Detailed descriptions of the Free Services and Paid Services plans, including pricing, duration, and features

1.2 Account. A Virtual Touch account is required in order to take full advantage of the Services. You agree to provide only accurate and true information in connection with the creation of your account, and to update your information as necessary so it remains accurate and current. You are responsible for keeping your account login information confidential and for any and all activities that occur under your account. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your account or other breach of security on the Services. You will have the ability to pick any available usernames to link to your account. Please note that Virtual Touch retains the right at any time to deactivate, reallocate or rename your username at its sole discretion. In the event of the deactivation, reallocation or renaming of your username all your User Content and Services shall continue to remain associated with your account, subject to the terms of this Agreement.

1.3 Access. We may, in our sole discretion, refuse to offer the Services to any person or entity. We may, in accordance with this Agreement hereof, terminate your right to use the Services, or any portion of thereof, and block or prevent your future access to and use of the Services or any portion thereof.

2. Subscriptions and Purchases

Virtual Touch was developed to provide you and your colleague with an easy, fast and collaborative place to let u create, coordinate and showcase, around your fashion products

2.1 Pricing. Payment is due at the beginning of each subscription period, payable securely via Credit Card or Direct bank transfer. Virtual Touch shall email payment invoices to Users upon request. In the event of a pricing change to your Paid Services plan, we will inform you within 2 (two) months before the new prices take effect. If you do not wish to continue your current Paid Services plan with the new prices, you may cancel your Paid Services plan.

2.2 Representations. You agree to pay all charges incurred by you or any users of your account at the prices in effect when such charges are incurred. Verification of information applicable to a purchase may be required prior to our acceptance of any order.

3. Ownership of Virtual Touch Content

3.1 Generally. By using the Services, you will encounter "Virtual Touch Content," which includes all of the images, text, information, data, audio, video, graphics and other material included on or otherwise made available through the Services, excluding User Content. "User Content" includes all the 3D models, images, audio, and related content, as well as User comments, uploaded by Users. Except as otherwise set forth in this Agreement, we do not claim ownership over any User Content.

3.2 Ownership. All Virtual Touch Content is owned by Virtual Touch Group Limited. or its licensors, and is protected by international copyright laws, trademark laws and/or other proprietary rights and laws. As between you and Virtual touch Group Ltd. and its licensors, Virtual Touch Group Ltd. or its licensors own and retain, solely and exclusively, all rights, title and interest in and to the Services, and all Virtual touch Content that we or our licensors create and that we make available to you through the Services, including but not limited to any and all copyrights, trademark rights, trade secret rights, patent rights, database rights and other intellectual property and proprietary rights therein. The trademark VIRTUAL TOUCH and all associated logos and the other trademarks, service marks, logos and trade names displayed on or in connection with the Services are the registered and unregistered trademarks and service marks of Virtual Touch Group Ltd or third parties in the Hong Kong and/or other countries. Your use of the Services does not grant you any ownership over any Virtual Touch Content, and except for the limited license we grant you under this Agreement, your use of the Services does not grant you any license or permission under any copyright, trademark or other intellectual property rights of Virtual Touch Group Ltd. or any third party. We reserve all rights not expressly granted to you in this Agreement.

3.3. Service and Content License. We grant you a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to use the Services as they are provided to you by us, only as set forth in this Agreement. Except as expressly permitted in this Agreement, you may not reproduce, distribute, adapt, modify, translate, create derivative works from, publish or otherwise use any portion of the Services or Virtual Touch. Content for any purpose without express prior written permission from us or the applicable rights holder. Any commercial

exploitation of the Services or Virtual Touch Content without express prior written permission from us or the applicable rights holder is strictly prohibited.

3.4 Software. All software and software-as-a-service (SAAS) used in connection with the Services ("Software") is proprietary to us or to third parties, and except as may be required to exercise the foregoing license grant, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation or reduction of such software to human-readable form is prohibited. You agree that we may update the Software without notice, at any time and in our sole discretion, and that this Agreement will apply to any updated versions.

4. User Content

During the operation of the Services, Users may upload certain User Content including, without limitation, 3D models. You remain the owner of your User Content at all times, and Virtual Touch does not claim any ownership rights in your User Content. User Content is otherwise subject to the following provisions. This Agreement applies to all the User Content that you contribute onto our website during the term of this Agreement.

4.1 Generally. You are solely responsible for ensuring that any User Content you submit to the Services complies with any applicable laws and third party rights, including but not limited to any intellectual property, privacy, and publicity, rights and laws, and that all required notices have been provided to, and required consents and releases have been obtained from, individuals who are the subject of, or owners of, any User Content. Virtual Touch always has the right, in its sole discretion, to review User Content in advance for quality and technical purposes, and to accept or reject any given User Content in its sole discretion. You agree that your use of any User Content downloaded from the Services will always be subject to the most-current version of the License Agreement, as applicable (additional details of which are provided below); accordingly, you agree that your continued use of any such User Content constitutes your acceptance of the terms of any new version of the License Agreement applicable to such User Content, as we may update from time to time.

4.2 Sharing features. The services may offer sharing features and other integrated tools, which let you share actions you take on our services with other users, or media, and vice versa. The use of such features enables the sharing of information with your colleagues or the public, depending on the settings you establish and the type of sharing feature you use.

5. User Restrictions and Obligations

It is important to us that the Services be used safely, and in accordance with the law, for the enjoyment of all Users. You agree that you will not use the Services to:

1. Decompile, disassemble, reverse engineer, copy, transfer, or otherwise use the Services, Virtual Touch Content, and User Content except as permitted by this Agreement;

2. Promote any illegal activity, or advocate, promote or assist any unlawful act;
3. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement.
4. Transmit any material or content that is pornographic, dehumanizing, threatening, harassing, libelous, hate-oriented, harmful, defamatory, racist, xenophobic, or illegal;
5. Transmit any material or content that is inappropriate for families or otherwise suitable only for audiences over the age of 13, except where such content is appropriately labeled as "Restricted" and conforms to Virtual Touch Policy
6. Transmit any material or content that attempts to falsely state or otherwise misrepresent your identity or affiliation with a person or entity;
7. Transmit or encourage the transmission of any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright, patent, or right of publicity, or which otherwise constitutes or promotes counterfeit materials or goods;
8. Use the Services in a manner that (a) is likely to interrupt, suspend, slow down or hinder the continuity of the Services, (b) constitutes an intrusion or attempt to break into the Services or Virtual Touch's computer or networking systems, (c) will divert of the Services' system resources, (d) may place a disproportionate load on the infrastructure of the Services, and (e) constitutes an attack on security and authentication measures of the Services or Virtual Touch's computer or networking systems;
9. Intrude into a third party's computer system, engage in any activity that may damage, control, interfere with or intercept all or part of a third party's computer system and violate its integrity or security, or otherwise transmit any materials or content that is harmful for third party information systems (including but not limited to viruses, worms, Trojans);
10. Otherwise use the Services for purposes other than those for which they were designed;

The User is not permitted to modify the design or alter the appearance of the Virtual Touch viewer (e.g., in embeds or screen captures) other than by using the available embed customization options provided by Virtual Touch, and according to the User's plan (Basic, Premium, Enterprise). Removing, hiding, or altering the Virtual Touch logo watermark is prohibited to all users, under all plans except Enterprise.

You agree to inform Virtual Touch promptly about any legal complaint, claim or action related to the User Content you have uploaded using the Services.

Indemnity. You agree to indemnify and hold Virtual Touch and its affiliates, subsidiaries, owners, directors, officers, employees and agents harmless from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses and costs (including without limitation reasonable attorneys' fees) assessed or incurred by Virtual Touch directly or indirectly, with respect to or arising out of: (i) your failure to comply with this Agreement; (ii) your breach of your obligations under this Agreement; (iii) your use of the rights granted hereunder, including without limitation any claims made by any third parties; (iv) your

violation of any third party right or applicable law, including without limitation any intellectual property, publicity, or privacy, right or law; and/or (v) any claim that any of your User Content caused damage to a third party.

6. Modifying and terminating the Services

6.1 At any time. Virtual Touch reserves the right to modify or stop offering all or part of the Services at any time, at its own discretion, in which case we will provide you with one (1) month's notice.

6.2 For cause. We may terminate your user account or right to access all or portions of the Services at any time, without notice, for conduct that we believe violates this Agreement and/or is harmful to other users, to Virtual Touch, to other service or information providers, or to any third parties.

6.3 Survival. After any termination of this Agreement and/or after you otherwise stop using the Services, the following will survive and remain enforceable and in full force and effect: **(i) all outstanding obligations between you and us; (ii) all remedies for breach of this Agreement; and (iii) all terms and conditions of this Agreement to the extent necessary for the enforcement of the parties rights and obligations.**

6.4 Cancellation. You may cancel your Virtual Touch Paid subscription at any time. Upon cancellation, the Services will remain available until the day of the then current Subscription period. Refunds are generally not issued.

7. Other Websites and Services

The Services may contain links and features that enable you to access other third-party websites or services ("Third-Party Services") that are not owned or controlled by us. Such Third-Party Services are governed by their own terms of use. We do not control Third-Party Services, and we are not responsible for the contents of any linked site. A link does not imply endorsement of, sponsorship of, or affiliation with the Third-Party Services by Virtual Touch. Please exercise caution before proceeding to any Third-Party Services or entering into any transaction with third parties linked to from the Services. Virtual Touch may in no circumstances be held liable for the technical availability of Third-Party Services, the content, advertising, products and/or services available on Third-Party Services, or any transactions that take place between a User and Third-Party Services whom the User has been directed via the Services. Virtual Touch may in no circumstances be a party to any disputes whatsoever between you and third parties concerning Third-Party Services.

8. Amendment

Virtual Touch reserves the right to amend the Agreement at any time by posting a notice on this page, sending an email notification to registered Users, or otherwise notifying Users via the

Services. Registered Users will receive notification of forthcoming change one (1) month before the Agreement as amended is effective. Any User using the Services after an amendment has become effective accepts the Agreement as amended. A User who does not accept the amended Agreement shall, before it becomes effective, cease use of the Services.

9. Miscellaneous

This Agreement represents the entire agreement between Virtual Touch and the User with respect to the provision of the Services, and all prior representations and understandings, whether written or oral, are excluded.

You consent to receive communications from us electronically, and you agree that we may communicate with you by email or by posting notices on the Services. You agree that all agreements, notices, disclosures and other communications that we provide to you, or that you provide to us, electronically satisfy any legal requirement that such communications be in writing. We are not responsible for any automatic filtering that may be applied to any email notices that we send to the email address you have provided.

/End Of Service Agreement Terms/