

RHINESTONE MINE & DESIGN
TERMS & CONDITIONS v1.4
SEPTEMBER 1, 2026

Services Provider

The Services are provided by Morfcraft LLC, a Kentucky limited liability company doing business as Rhinestone Mine & Design ("Company," "we," "us," or "our"), operating in the Commonwealth of Kentucky ("Kentucky"). References to "you" or "your" mean the individual end user or, if the Services are accessed on behalf of an organization, the entity that authorizes each and every end user of that organization.

Effective Date

These Terms & Conditions ("Terms") are effective as of the first date the Services are accessed or the Effective Date listed above, if any, and apply to all access to and use of the Services on and after that date.

Introduction

These Terms govern your access to and use of the RMD platform and the products, services, software, websites, and content provided by the Company, including the Rhinestone Template Creator (RTC), (collectively, the "Services"). By accessing or using the Services, you agree to be bound by these Terms. If you do not agree to every part of these Terms, you may not use the Services.

The RTC is a creative application designed to help creators, teams, and decorators generate rhinestone template cut files from pre-designed or acquired graphic images. You remain responsible for reviewing, validating, and deploying any outputs our Services generate.

Applicable Terms & Conditions

We incorporate by reference the terms and conditions in our additional policies, guidelines, licenses or product-specific terms we have made available to you ("Additional Terms"). If you use a Service subject to Additional Terms, those terms become part of your agreement with us. In the event of a conflict between the Additional Terms and these Terms, the Additional Terms will control for that Service.

Changes to These Terms

We may modify these Terms from time to time to reflect changes in our Services, business practices, legal requirements, or operational needs. When we make material changes, we will provide notice by posting the updated Terms on our website, through the Services, or by other reasonable means which may include accepting a new acknowledgment during sign in for the Services. The updated Terms will become effective on the date specified in the notice. Your continued use of the Services after the effective date of any changes constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, you must stop using the Services.

Eligibility & Account Registration

Minors under the age of 18 must obtain permission from a parent or legal guardian, who agrees to be bound by these Terms and is responsible for the minor's activity. You must be at least 13 years old to use the Services. You represent and warrant that you have reached the age of majority in your jurisdiction, or, if you are under the age of majority, that you have obtained the required parental or legal guardian consent.

If you use the Services on behalf of a company or organization, you represent and warrant that you have authority to bind that entity to these Terms, and you agree that both you and the entity are jointly and severally liable for any breaches of these Terms.

To access certain features, you may need to create an account or provide contact information. Note that many RTC features are available without creating an account, and though your projects and preferences may be stored locally in your browser, we are not required to store any projects or preferences on your behalf. If account features are available, you agree to keep your contact and other information up to date, maintain the

confidentiality of your credentials, and immediately notify us of any unauthorized use. You are responsible for all activities that occur under your account.

Description of the Services

The Company provides services that allow you to upload assets and convert them to a rhinestone cut file (a “template”). The Services may also include usage limits, project storage, conversion details, collaboration features, integrations with third-party platforms, and delivery of downloadable files. We may update or discontinue any feature at any time to improve performance, ensure compliance, enhance security, or address misuse for all users of the Services. New features may be subject to Additional Terms.

We do not guarantee the accuracy, reliability, or suitability of any converted image except as expressly stated in these Terms. You are solely responsible for reviewing content before purchasing or relying on it, and for ensuring that your use complies with applicable laws, platform policies, brand standards, copyright, intellectual property laws and licensing.

The Services do not constitute legal, business, engineering, or professional advice, and outputs should be independently reviewed before commercial use.

Template Accuracy and Production Review

The Services generate rhinestone templates and related production files through automated processes. Generated templates may contain conversion errors, spacing issues, sizing inaccuracies, missing elements, or other unintended results. Before manufacturing, cutting, production, sale, or distribution, you are solely responsible for reviewing, testing, and validating all templates and output files for accuracy, suitability, and fitness for your intended purpose. The Company is not responsible for losses, production errors, material waste, equipment damage, or other damages resulting from reliance on unreviewed outputs.

Acceptable Use

You may use the Services only as permitted by law and these Terms. Without limiting the foregoing, you agree not to:

- Violate any intellectual property or other proprietary rights of the Company or third parties.
- Misuse, interfere with, disrupt, or damage the Services or any connected systems or networks.
- Upload, generate, or share content that is unlawful, defamatory, obscene, hateful, harassing, exploitative, or otherwise objectionable.
- Reverse engineer, decompile, or attempt to discover the source code or underlying models of the Services.
- Use any artificial intelligence (AI) or similar technologies to reverse engineer, replicate, or substantially reproduce the Services or their functionality.
- Harvest, scrape, or collect personal information about any users.
- Automate account creation or usage in a manner that circumvents our limits or fair-use controls.
- Automate the creation of rhinestone templates with any other service that interferes with or interacts with our Services.
- Use outputs to train or improve competing AI models or derivative services without our prior written consent.
- Share minors' personal data or any personal data without having a lawful basis and required permissions.
- Sell, lease, sublicense, or otherwise transfer your account or access credentials to third parties.

We reserve the right to investigate, suspend, or terminate your access if we suspect any violation. We may use technical controls, including monitoring of IP addresses or project activity, to detect misuse.

Export Controls and Sanctions

You may not use, export, re-export, transfer, or otherwise access the Services in violation of any applicable export control, trade restriction, or sanctions laws and regulations. You represent and warrant that you are not located in, ordinarily resident in, or acting on behalf of any country, territory, entity, or person subject to applicable trade sanctions or export restrictions. You further agree not to use the Services for any purpose prohibited by applicable export control or sanctions laws.

AI Output and User Content

Any prompts, assets, annotations, feedback, or other materials you submit or generate through the Services are your "User Content." Some features may allow you to keep content private, share it with collaborators, or publish it more broadly. You are solely responsible for your User Content and for obtaining all necessary rights, permissions, and consents required to use it with the Services.

To operate, improve, and support the Services, you grant the Company a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to host, store, use, reproduce, modify, create derivative works (such as format changes), publicly display, publicly perform, and distribute your User Content solely as needed to provide the Services to you and other users you designate. We do not claim ownership of your User Content.

AI-generated outputs may contain similarities to existing content or unforeseen artifacts. You are responsible for verifying that outputs do not infringe third-party rights, violate platform terms, or mislead audiences. We may retain anonymized usage data and model telemetry to monitor quality, safety, and compliance.

Image Rights & Third-Party Content

When you upload images while using the Services, you represent and warrant that you have the necessary rights to use those images. Further, you represent:

- You own the image or have obtained licensing and/or permission from the copyright owners and/or trademark holders to use it.
- For images of people: You have consent from any identifiable individuals depicted, or the image is of yourself.
- For celebrity or public figure images: Your use complies with applicable publicity rights, trademark laws, and does not create false endorsement implications.
- For copyrighted material: Your use qualifies as fair use, is licensed, or is otherwise permitted under applicable copyright law.

Publicity and Likeness Rights

Many jurisdictions recognize a "right of publicity" that protects individuals from unauthorized commercial use of their name, image, or likeness. You are responsible for ensuring your use of the Services does not violate any person's publicity rights, including:

- Not using celebrity images in ways that suggest endorsement without permission.
- Not commercially exploiting another person's likeness without consent.
- Respecting the rights of photographers, models, and subjects in images you did not create yourself.

Intellectual Property

Except for your User Content and the rights expressly granted to you under these Terms, all technology, features, software, functionality, trademarks, logos, designs, and other content provided through the Services are owned by or licensed to the Company. Using the Services does not grant you any ownership rights in the Company's intellectual property.

You retain ownership of your User Content. Subject to these Terms, you may use, reproduce, modify, distribute, display, and commercially use rhinestone templates and other output files generated through the Services from your User Content.

You are responsible for ensuring that your use, reproduction, distribution, or commercial use of any generated output does not infringe the intellectual property, publicity, privacy, or other rights of any third party.

You may not use the Company's trademarks, logos, branding, or trade dress without our prior written permission. Any feedback or suggestions you provide may be used by us without restriction or compensation.

Privacy & Cookies

Our Privacy Policy explains how we collect, use, and safeguard your personal data. By using the Services, you consent to the collection and use of information as described there. We use cookies and similar technologies to operate, secure, and improve the Services. By continuing to use the Services, you consent to our use of cookies in accordance with our Privacy Policy.

Your Responsibilities:

- You are solely responsible for all content you create using the Services.
- You must comply with all applicable laws and disclosures regarding AI-generated content in your jurisdiction.
- Some jurisdictions require disclosure when AI is used to create or alter images, which is also your responsibility.
- We may remove content and suspend accounts that violate these policies without prior notice.

Indemnification for Image Rights

You agree to indemnify and hold the Company harmless from any claims, damages, or expenses arising from your violation of third-party intellectual property rights, publicity rights, or privacy rights through your use of the Services.

Third-Party Integrations

The Company may allow you to connect accounts or share data with third-party platforms such as cloud storage providers, design tools, or publishing services. When you authorize an integration, you grant us permission to access, process, and store information from the third-party service as necessary to deliver the integration. The third party's terms and privacy policies apply to your use of their services; we are not responsible for them.

Data Storage and Availability

Certain user data may be transmitted to or temporarily cached on our servers as necessary to provide, maintain, secure, diagnose, or troubleshoot the Services. We do not provide permanent cloud storage or backup services unless expressly stated otherwise.

This means:

- Your data is stored on your device and is not synchronized across devices or browsers unless otherwise stated.
- When you clear browser data, reset browser settings, switch browsers, use private/incognito mode, or move to another device, any saved projects or preferences may be permanently lost.
- We are not responsible for data loss resulting from browser settings, device changes, or technical issues with your browser or device that are outside our control.
- You are responsible for maintaining, understanding, and properly using your own technology, devices, software, and browser settings.
- You are responsible for backing up your creative work by downloading projects or images before clearing browser data, switching browsers, or changing devices.

Messaging & Notifications

We may send administrative emails, product updates, security alerts, or marketing communications. You can control certain notifications via your account settings or the unsubscribe link in each message (where included). By providing a phone number or email address, you represent that you have authority to receive communications at that contact point and agree to indemnify us for any claims arising from unauthorized contact information you supply.

Electronic Communications

By using the Services, or communicating with us electronically, you consent to receive communications from us electronically, including notices, disclosures, agreements, receipts, billing information, security alerts, and other communications related to the Services. You agree that electronic communications satisfy any legal

requirement that such communications be in writing. You may retain copies of electronic communications for your records.

Fees & Payments

We may offer both free and paid plans, including subscriptions that meter access to our Services. As of the effective date of these Terms, some paid subscription features may not be fully implemented. Pricing, usage allowances, and feature availability may change from time to time.

Usage consumption varies based on the complexity and type of Services operations performed. When suitable, current estimates are displayed on the pricing page and in our Help Center. These estimates may change as we optimize our systems, improve capabilities, or adjust for operational costs.

Paid Services are billed through third-party payment processors such as Stripe, Inc. and its affiliated payment services, including Link. By using or subscribing to our Services, you authorize us to charge your selected payment method for all applicable fees and taxes. Fees are non-refundable except as required by law or expressly stated otherwise. Certain subscription plans may automatically renew until canceled. You are responsible for maintaining accurate billing information and for all charges incurred before we can reasonably act on your cancellation request. The RTC application includes a link in the footer to your Stripe payment dashboard where you may change subscription options at any time.

Free trials or promotional offers will convert to paid plans at the end of the stated period unless you cancel before the renewal date. If you have provided payment instructions or credit card information to our payment processor on or before expiration of the free trial, we will use that payment information to continue the subscription until canceled by you.

Suspension & Termination

You may stop using the Services at any time and, where available, follow on-screen steps to delete your account or request deletion by contacting help@rhinestonemine.com. We may retain certain data as required by law or for legitimate business purposes or as required by applicable law.

We may suspend or terminate your Services access at our discretion, with or without notice, if we believe you have violated these Terms, created risk or possible legal exposure, or if we discontinue the Services. Upon termination, provisions intended to survive (including ownership, payment obligations, confidentiality, warranty disclaimers, limitations of liability, indemnities, and dispute resolution) will remain in effect.

Governing Law

These Terms and any dispute arising out of or related to them will be governed by the laws of Kentucky, without regard to conflict of law principles.

Force Majeure

We are not liable for delays or failure to perform resulting from causes beyond our reasonable control, including internet outages, hosting failures, natural disasters, labor disputes, or governmental actions.

DMCA & Copyright

We respect intellectual property rights and comply with the Digital Millennium Copyright Act ("DMCA"). If you believe content hosted by the Services infringes your copyright, please send a written notice to our designated agent containing the information required by 17 U.S.C. § 512(c)(3):

Morfcraft LLC
Attn: DMCA Agent
matt@rhinestonemine.com

Upon receiving a valid notice, we may remove or disable access to the material and notify the user who posted it. We may terminate accounts of repeat infringers in appropriate circumstances. If you believe your content was removed in error, you may submit a counter-notification as described in the DMCA.

Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT OUTPUTS WILL MEET YOUR REQUIREMENTS.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY. OUR TOTAL LIABILITY FOR ANY CLAIMS UNDER THESE TERMS WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU PAID TO US FOR THE SERVICES IN THE TWELVE MONTHS PRECEDING THE CLAIM.

Indemnification

You agree to defend, indemnify, and hold harmless the Company and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising from or related to your User Content, your use of the Services, or any breach of these Terms.

Dispute Resolution

We hope to resolve concerns quickly and amicably. Before initiating formal proceedings, you agree to contact us at help@rhinestonemine.com and provide a written description of the dispute. If we cannot resolve the dispute within thirty (30) days, either party may submit the claim to binding arbitration administered by JAMS under its Streamlined Arbitration Rules. Arbitration will take place in Kentucky, in English, before a single arbitrator experienced in technology and commercial matters.

Either party may seek injunctive or other equitable relief from a court of competent jurisdiction in Kentucky for matters involving intellectual property or unauthorized use of the Services. You and the Company waive the right to a jury trial and agree that disputes will be resolved only on an individual basis; class or representative actions are not permitted. If this class action waiver is found unenforceable, the entirety of this arbitration clause will be void, and disputes will be resolved in the state or federal courts located in Kentucky.

You may opt out of this arbitration agreement by sending a written notice to the email address above within 30 days of first accepting these Terms. Include your full name, physical address, email associated with your account, and a clear statement that you wish to opt out of arbitration.

Miscellaneous

- These Terms constitute the entire agreement between you and the Company regarding the Services and supersede prior agreements.
- We may assign these Terms without notice.
- You may not assign or transfer your rights or obligations without our consent.
- If any provision is found unenforceable, it will be modified to the minimum extent necessary, and the remaining provisions will remain in effect.
- Failure to enforce any provision is not a waiver of our right to do so later.
- Headings are for convenience only and do not affect interpretation. The words "including" and "includes" are deemed to be followed by "without limitation."
- Any claim related to the Services must be filed within one (1) year after the cause of action accrues or be permanently barred.

Contact Us

If you have questions about these Terms or the Services, please email matt@rhinestonemine.com.