

## **Fusion Terms of Use**

We are glad to welcome you on our website. Many thanks for using our website and supporting us! Here are some formalities before you start.

Please read these Terms of Use („Terms”, „Terms of Use”) carefully before using our website.

Your access to and use of the Website is conditioned on your acceptance of and compliance with these Terms of Use. The Terms of Use apply to all visitors, users and others who access or use Websites.

By accessing or using Terms of Use, you agree to be bound by these Terms and [Privacy Policy](#). If you disagree with any part of the Terms of Use or Privacy Policy, we kindly ask you to stop using the Website.

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### **Terms of Use („Terms”)**

#### **1. INFORMATION ABOUT US**

<https://devotedfusion.com/>, (the "Website") is a site operated by Devoted CG Corporation ("We", "us", "our") together with other affiliated legal entities (including Devoted CG Marketplace) - "Devoted group". You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms, and that they comply with them.

#### **2. THE WEBSITE CONTENT**

All of the information, content, operations, functionality and software displayed on, transmitted through, or used in connection with Website, including for example: directories, guides, articles, reviews, text, photographs, images, illustrations, video, source and object code, software, data, and all other matters related to us, including without limitation, the selection and arrangement of the aforementioned and the „look and feel” of Website (collectively, the „Content”), are protected under applicable copyrights and other proprietary (including but not limited to intellectual property) rights and are our intellectual property (or licenced intellectual property).

We are the owner or the licensee of all intellectual property rights in our Website (including but not limited to the services other intellectual property rights offered on or via the Website) and in the material published on it (except your proprietary materials uploaded by you on the Website). Those works are protected by copyright laws, and treaties around the world. All such rights are reserved. You may not frame or utilise framing techniques that involve any trademark, logo, copyrighted material or other proprietary information (including images, text, page layout, or form) of any

portion of Website without the express written consent of an authorised person from us. In addition, you agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through Website, not to insert any code or product or manipulate the content of Website in any way that affects the user's experience, and not to use any data mining, robots, cancelbots, Trojan horse, or any data gathering or extraction method in connection with your use of Website.

**General Information Disclaimer:** The content accessible on the Website is furnished solely for general informational purposes. While we diligently endeavour to conduct comprehensive research and uphold the continuous accuracy and currency of the information, we are unable to guarantee the absolute completeness, precision, dependability, appropriateness, or availability of said information. Consequently, any reliance upon the accessible information is undertaken at your individual risk

**Your Portfolio usage. Display and Promotion:** You hereby grant consent for the display of your portfolio, inclusive of works and associated materials uploaded to the Website ("Portfolio"), for promotional and illustrative purposes on the Website itself, as well as in advertising materials presented to our clients and partners.

**AI Processing:** Your portfolio may undergo processing via our AI image recognition models. This processing serves the purposes of portfolio qualification, categorization, and labelling. Such labels include for example Category, Style, Style tags, Complexity level and analogous attributes. Additionally, your portfolio may be used in the training of our image recognition models. This training enhances portfolio recognition, categorization accuracy, and the formulation of new labels. Note: this is NOT a Generative AI technology, your Portfolio will NOT be utilised to train models for the generation of other artworks.

**Intellectual Property:** We hold utmost regard for the intellectual property rights of others. If you suspect that your work has been replicated in a manner that constitutes copyright infringement, or if you possess knowledge of any infringing content present on the Website, we encourage you to promptly notify us.

### **3. PERMITTED USE**

- You must not use Website in any way that causes, or may cause, damage to Website or impairment of the availability or accessibility of Website, or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- You must not use the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or concerning us without an authorised person's express written consent from us.
- You must not use the Website to transmit or send unsolicited commercial communications.
- You must not use the Website for any purposes related to marketing without an authorised person's express written consent from us.
- You must not use Website in order to resell our Services, circumvent, obviate us including but not limited to by or bypassing in provision of our Services to our users (clients, vendors, contractors) unless otherwise specifically indicated in our separate agreement with you. You must not sell/trade to any third party any materials, samples, layouts, or documents from/provided by Website to you unless otherwise specifically indicated in our separate agreement with you.

#### **4. SECURITY**

We have implemented commercially reasonable technical and organisational measures designed to secure your private information from accidental loss and unauthorised access, use, alteration or disclosure. However, we cannot guarantee that unauthorised third parties will never be able to defeat those measures or use your private information for improper purposes.

#### **5. LINKING AND FRAMING**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our Website must not be framed on any other Website, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the Content Standards.

If you wish to make any use of material on our Website other than that set out above, please address your request to us.

**Links from our Website.** Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. If you use these links, you will leave our Website. We have not reviewed these third party websites and we have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. We do not endorse or make any warranties or representations about the other websites, or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to our Website, you do this entirely at your own risk.

Our team always strives to bring you professional and researched content to help you at all the steps of your career, and in some cases, the content will be provided by third party software, websites or services.

We strongly advise you to read the Terms of Use and privacy policies of any third-party software, websites or services that you visit.

#### **6. PAYMENT AND REFUND POLICY**

We are striving to provide the best service and products that we can, but you understand and agree that Website materials are provided „as is” and „as available” without any representations or warranties, express or implied except where indicated otherwise. Without prejudice, we do not warrant that:

- Website will be constantly available, or available at all.
- The information on the Website is complete, true, accurate or non-misleading.
- That Website will be available at any particular time or location, uninterrupted or secure.
- That Website will be 24/7 active all the time.
- Your data will be saved all the time in your account, and that data loss will never ever occur. However, we will do our best to make sure all the information is saved in your account for a flawless experience. Data loss is very unlikely.

#### **Paid Services**

Based on these Terms and subject to direct [Client Agreement Terms](#) and [Talent Agreement Terms](#) we shall provide you with the access to our Website and enable you to create Project Assignments, evaluation tools and project management tools. You will be billed based on these Terms and

conditions of Project Assignments details. Payment will be made according to the terms of Project Assignments for the corresponding project. Any fees paid to us hereunder are non-refundable and non-cancellable unless specifically provided in Project Assignment or separate agreement with you.

## **7. SUSPENSION AND TERMINATION**

We will determine, in our reasonable discretion, whether there has been a breach of these Terms of Website Use. Where a breach has occurred, we may take such action as we deem appropriate.

Failure to comply with these Terms of Use constitutes a material breach of the terms upon which you are permitted to use our Website, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our Website;
- immediate, temporary or permanent removal of any material uploaded by you or for you on our Website;
- issue a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these Terms of Use. The responses described in these Terms of Use are not limited, and we may take any other action we reasonably deem appropriate.

We reserve the right to delete an account if there are signs of suspicious, unusual or harmful activities, therefore creating a potential danger for the Website. However, we highly trust and respect our users and we do not believe it will be the case to terminate someone's account

## **8. GOVERNING LAW**

This Agreement is governed by the laws of California without regard to its conflict of laws rules. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the American arbitration association. The arbitral tribunal shall be composed of a sole arbitrator. The arbitration shall be at a location chosen by us in Los Angeles, California.

If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

## **9. NOTIFICATION AND SCHEDULE CHANGES**

We reserve the right to change any and all content of our Website, images, software and other items contained in the Website and any Website services offered through the Website at any time without notice.

Occasionally we may, in our discretion, make changes to these Terms of Use. Your continued use of Website after the changes have been made will constitute your acceptance of the changes. If you do not agree to the new terms, we kindly ask you to stop using Website.

## **10. WARRANTIES AND DISCLAIMERS, LIMITATION OF LIABILITY AND INDEMNITY**

YOU AGREE THAT YOUR USE OF THE WEBSITE AND WEBSITE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, OUR OFFICERS, DIRECTORS,

EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND THE WEBSITE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS WEBSITE OR THE WEBSITE SERVICES AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES IN CONTENT, MATERIALS, OR OPERATION OF THE WEBSITE SERVICES (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE SERVICES, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE OR THE WEBSITE SERVICES, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE OR WEBSITE SERVICES BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT, MATERIALS OR WEBSITE SERVICES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE WEBSITE SERVICES OR ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR WEBSITE SERVICES..

### **LIMITATIONS OF LIABILITY**

IN NO EVENT SHALL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT OR LOST DATA DAMAGES ARISING FROM USE OF THE WEBSITE OR WEBSITE SERVICES, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF THE AMOUNT PAID, IF ANY, BY YOU TO US FOR THE WEBSITE SERVICES DURING THE PERIOD OF 3 MONTHS PRIOR TO ANY CAUSE OF ACTION ARISING, OR 1000 USD. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOUR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR".

### **INDEMNITY**

You agree to defend, indemnify and hold us, our subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from and against, any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your Contributions, use of the Website, and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

### **Contact Us**

Our details:

- If you feel like something is missing or misleading in our Terms of Use or Privacy Policy, please feel free to notify us.
- You can contact us by sending an email to [support@devotedfusion.com](mailto:support@devotedfusion.com).
- Terms of Use were last modified on 9th of October, 2024