CreateOne Terms of Service & End-User License

(Draft – May 2025 / replaces all prior versions once published)

Quick-Read (2 minutes, no lawyer needed)

	Key Points
What you own	100 % of the creative IP you put in. We only touch it to make your products.
Our AI use	**We do not train on your design files—ever.** We do learn from fully aggregated system metadata (sizes, fabric codes, error rates) to improve quality; no one can reverse-engineer your designs from this data.
Pricing	**Professional** = US $100 / month per Brand + Cost-of-Goods (COG) + 30 % tech fee. **Basic** = US $0 / month + COGS + 75 % service fee.
Orders	Cancel within 6 hours. Returns only for the manufacturing-defect list below.
Content rules	No stolen IP, hate, or violence. We run a notice-and-takedown workflow.
Leaving	Stop any time; you keep your IP.

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1 Definitions

- **"Brand"** – one commercial identity (name + URL + tax ID). Each Brand needs its own subscription, even if run by the same person.
- **"User"** – any individual with login credentials inside that Brand.
- **"Your Content"** – designs, text, images, trademarks, and other material you upload or create on the platform.
- **"COG"** – our published manufacturing cost for a given SKU.
- **"MetaOne"** – the encrypted set of production instructions we generate from Your Content to manufacture your products.

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2 Plans & Fees

Plan	Platform fee	Production fee
CreateOne Professional	US $100 per month **per Brand** (billed in advance)	COGS + 30 % technology fee
CreateOne Basic	US $0 per month	COGS + 75 % service fee

- Invoices come from **billing@create.one**; support is **support@create.one**.
- Taxes, duties, and shipping pass through at cost.
- Late payments (> 15 days) accrue 1 % interest per month and may lead to suspension.
- We may add optional add-ons; material increases to core platform fees require 30 days' e-mail notice.

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3 Your Intellectual Property

1. **Full ownership** – You retain all rights, title, and interest in Your Content.
2. **Operational license** – You grant us a **limited, revocable, royalty-free license** solely to:
   a. host Your Content;
   b. translate it into a MetaOne; and
   c. manufacture and ship your goods.
3. **No design-file training** – Design pixels/paths are *never* used for machine-learning model training.
4. **Aggregated analytics** – We analyse MetaOne metadata (e.g., size curves, defect codes) **only in aggregate** to improve throughput and quality; it cannot be linked back to any Brand or design.
5. **Confidentiality** – Your design files and MetaOnes are visible only to (i) your authorised Users and (ii) our production systems & staff under NDA.
6. **Investigation pledge** – If you believe someone copied your work, e-mail **ip@create.one**. We will (a) acknowledge within 2 business days, (b) investigate within 5 business days, and (c) share results or next steps.

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4 Third-Party IP & Notice-and-Takedown

4.1 Your promise

You warrant that Your Content does not infringe others' rights.

4.2 Designated Agent

Copyright Agent (DMCA): **DMCA Agent – CreateOne, Inc.**
Address: **[Replace with actual street address]**
E-mail: **dmca@create.one**
Phone: **[optional]**

4.3 Takedown Steps (DMCA workflow)

1. Written notice that meets DMCA requirements.
2. We temporarily disable or remove the cited material and notify the uploader.
3. Uploader may submit a counter-notice.
4. Unless the complainant files suit within 10–14 business days, we restore the content.
5. Repeat infringers lose their accounts.

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5 Acceptable-Use Rules

We value creative freedom, but prohibit:

- Infringing, stolen, or counterfeit content.
- Hate speech, harassment, or calls for violence.
- Terrorist, extremist, or criminal content.
- Sexual content involving minors.
- Malware, phishing, or network attacks.

Appeals: e-mail **abuse@create.one**.

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6 Orders, Cancellations & Returns

6.1 Cancel Window

Six (6) hours from the “Order Confirmed” timestamp in your dashboard.

6.2 Manufacturing-Defect Definition

Category	Pass/Fail threshold
Sizing	Any key measurement > ½ inch (1.27 cm) off the approved size spec
Color accuracy	Print or dye deviates > ΔE 3 from the signed digital proof

Construction	Broken or skipped stitches, seam failure after first wash, visible holes, tears, or oil stains
Print registration	Mis-registration or placement shift > ¼ inch (0.6 cm)
Packaging	Incorrect label, hang-tag, or missing safety-critical info

File a ticket within 30 days of delivery; attach photos; ship the goods back with the prepaid label we supply. If we confirm the defect, choose refund or free remake.

6.3 Risk of Loss

Title and risk transfer when the carrier scans the shipment as picked up (FOB Dominican Republic).

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7 Platform Uptime & Support

We target 99.5 % uptime each calendar month. Planned downtime is announced ≥ 24 hours ahead. Support hours: Mon–Fri 09:00-18:00 ET via **support@create.one**.

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8 Privacy & Security

We apply industry-standard administrative, physical, and technical safeguards (SOC 2 controls in progress). Our Privacy Notice explains GDPR/CCPA rights and data processing.

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9 Termination

- **By you** – Cancel any time in Settings; access continues until the end of the paid month.
- **By us** – We may suspend or terminate for material breach (including unpaid fees or AUP violations) if not cured within 15 days' notice.
- **Data retention** – We retain Your Content and account data for **up to 90 days** after termination for operational continuity, unless you ask for earlier deletion. After that window (or earlier upon request) we permanently delete production files and personally identifiable information, except where we must keep limited records for legal, tax, or dispute-preservation reasons.

- **Data export** – During the 90-day window you may request a one-time export of Your Content and associated MetaOne metadata in a standard, machine-readable format (ZIP of original uploads + JSON spec). We deliver the export within 10 business days of your request. Export rights do not include CreateOne proprietary system logs or aggregated analytics.
- **Survival** – Sections 3, 4, 5, 7-13 remain in effect after termination.

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10 Warranties & Disclaimers Warranties & Disclaimers

The platform is provided "as is." We disclaim all implied warranties, including merchantability and fitness for a particular purpose.

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11 Limitation of Liability

Our total liability under these Terms is capped at the fees you paid in the last 12 months. We are not liable for indirect, special, or consequential damages.

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12 Indemnity

You will defend and indemnify CreateOne against third-party claims arising from (a) Your Content, (b) your breach of these Terms, or (c) your Brand's products.

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13 Legal Boilerplate

- **Governing law** – New York, USA.
- **Dispute resolution** – Good-faith negotiation → then binding arbitration under AAA rules in New York County.
- **Force majeure** – Neither party is liable for events beyond reasonable control.
- **Assignment** – We may assign these Terms on merger or sale; you may not assign without consent.
- **Entire agreement** – These Terms plus any written Order Form are the entire agreement.
- **Severability** – If part is unenforceable, the rest remains in effect.
- **Updates** – We may update these Terms; we'll e-mail the account owner 30 days in advance.

Manufacturing Specification Exhibit (placeholder)

A separate, auto-generated **Production Specification Sheet** is attached to every SKU and signed electronically at order confirmation. It includes:

- Fabric code & supplier certificates
- Pattern measurements & tolerances
- Stitch type & seam allowance
- Print file hash & color targets
- QC checkpoints mirroring the defect table above

Acceptance

By clicking **“I agree”** or using the CreateOne platform, you accept these Terms on behalf of your Brand.

Draft prepared May 2025 • Questions? legal@create.one