

D/Sphere Beta Terms of Service
Last Updated: May 25, 2021

Welcome to the beta release of D/Sphere, the people’s platform to create, impact and celebrate fashion. D/Sphere enables you to design and create new garments by repurposing and upcycling garments that you don’t wear anymore, or other pre-owned garments that you select from our library. You can also share your designs and stories about them with friends and other users of D/Sphere. For the beta release of D/Sphere we are focusing on one garment – the Circular Fashion Tee. But for later releases we plan to add designs for dozens of additional garments, including dress shirts, dresses, pants and sweaters.

Please read these Terms of Service (the “**Terms**”) carefully because they govern your use of the website located at www.D/Sphere.network (the “**Site**”) and the services accessible via the Site. To make these Terms easier to read, the Site and our services are collectively called the “**Services**.” The Services are made available by Dhana, Inc. (“**Dhana**”).

IMPORTANT NOTICE REGARDING ARBITRATION FOR: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND DHANA THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 16 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION.

- 1. Agreement to Terms.** By accepting these Terms or accessing or using all or any part of the Services, you agree to be bound by these Terms. If you do not accept and comply with these Terms, you may not use the Services.
- 2. Privacy Statement.** Please review our Privacy Statement posted on the Site, which also governs your use of the Services, for information on how we collect, use and share your information.
- 3. Changes to these Terms or the Services.** We may update the Terms from time to time in our sole discretion. If we do, we’ll let you know by posting the updated Terms on the Site and/or we may also send other communications. It’s important that you review the Terms whenever we update them or you use the Services. If you continue to use the Services after we have posted updated Terms it means that you accept and agree to the changes. If you don’t agree to be bound by the changes, you may not use the Services. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

4. Who May Use the Services?

You may use the Services only if you are at least 13 years of age (or such other minimum age at which you can provide consent to data processing under the laws of your territory), and not otherwise barred from using the Services under applicable law.

When you create an account on the Services (an “**Account**”), you represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions available on the Services. You are responsible for maintaining the confidentiality of your login credentials and all activities and purchases that occur under your Account.

5. Feedback. We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services (“**Feedback**”). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.

6. Payments. If you decide to purchase any garments or other products made available through the Services, you agree to pay the price set forth in the Services for such garments or other products.

For each order you place through the Services (each, a “**Transaction**”), you expressly authorize us (or our third-party payment processor) to charge you for such Transaction. We may ask you to supply additional information relevant to your Transaction, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification (such information, “**Payment Information**”). You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. When you initiate a Transaction, you authorize us to provide your Payment Information to third parties so we can complete your Transaction and to charge your payment method for the type of Transaction you have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information). By initiating a Transaction, you agree to the pricing, payment and billing policies applicable to such fees and charges, as posted or otherwise communicated to you. All payments for Transactions are non-refundable and non-transferable except as expressly provided in these Terms. All fees and applicable taxes, if any, are payable in United States dollars.

ALL PURCHASES ARE FINAL AND YOU WILL NOT BE ABLE TO CANCEL THE PURCHASE AND/OR RECEIVE A REFUND OF YOUR PAYMENT AT ANY TIME. If something unexpected happens in the course of completing a Transaction, we reserve the right to cancel your Transaction for any reason; if we cancel your Transaction we’ll refund any payment you have already remitted to us for such Transaction.

7. Your Content.

(a) Posting Content. Our Services may allow you to store or share content such as text (in posts or communications with others), files, documents, graphics, images (including images of garments that you design using the Services), music, software, audio and video. Anything (other than Feedback) that you post or otherwise make available through the Services is referred to as “**User Content**”. We do not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content.

(b) Permissions to Your User Content. By making any User Content available through the Services you hereby grant to Dhana a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform your User Content in connection with operating and providing the Services.

(c) Your Responsibility for User Content. You are solely responsible for all your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by Dhana on or through the

Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

(d) Removal of User Content. You can remove your User Content by specifically deleting it. You should know that in certain instances, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

(e) Dhana's Intellectual Property. We may make available through the Services content that is subject to intellectual property rights. We retain all rights to that content.

8. General Prohibitions and Dhana's Enforcement Rights. You agree not to do any of the following:

(a) Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

(b) Upload images of, use in garments that you design on the Services, or send to us for incorporation into your garments, any fake or counterfeit garments or items;

(c) Use, display, mirror or frame the Services or any individual element within the Services, Dhana's name, any Dhana trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Dhana's express written consent;

(d) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Dhana or any of Dhana's providers or any other third party (including another user) to protect the Services;

(e) Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Dhana or other generally available third-party web browsers;

(f) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

(g) Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;

(h) Use the Services to send altered, deceptive or false source-identifying information;

- (i) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- (j) Collect or store any personally identifiable information from other users of the Services without their express permission;
- (k) Impersonate or misrepresent your affiliation with any person or entity;
- (l) Violate any applicable law or regulation; or
- (m) Encourage or enable any other individual to do any of the foregoing.

Dhana is not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

9. DMCA/Copyright Policy. Dhana respects copyright law and expects its users to do the same. It is Dhana's policy to terminate in appropriate circumstances account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see Dhana's Copyright and IP Policy posted on the Site for further information.

10. Links to Third Party Websites or Resources. The Services may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.

11. Termination. We may suspend or terminate your access to and use of the Services, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. You may cancel your account at any time by sending us an email at support@dhana.com. Upon any termination, discontinuation or cancellation of the Services or your account, the following Sections will survive: 0, **Error! Reference source not found.**, 0 (only for payments due and owing to Dhana prior to the termination), 7(b), 7(c), 7(e), 8, 11, 12, 13, 14, 15, and 16.

12. Warranty Disclaimers. YOU ACKNOWLEDGE AND AGREE THAT THE D/SPHERE SERVICES ARE CURRENTLY OPERATING IN A BETA FORM FOR PURPOSES OF DEVELOPMENT AND TESTING, AND ARE NOT FULLY FUNCTIONAL FOR PRODUCTION USES. THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty

regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the Services.

13. Indemnity. You will indemnify and hold Dhana and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services, (b) your User Content, or (c) your violation of these Terms.

14. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER DHANA NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DHANA OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL DHANA'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO DHANA FOR USE OF THE SERVICES OR ONE HUNDRED DOLLARS (\$100) IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO DHANA, AS APPLICABLE.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DHANA AND YOU.

15. Governing Law and Forum Choice. These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 16 (Dispute Resolution), the exclusive jurisdiction for all Disputes (defined below) that you and Dhana are not required to arbitrate will be the state and federal courts located in San Francisco County, California, and you and Dhana each waive any objection to jurisdiction and venue in such courts.

16. Dispute Resolution.

(a) Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "**Disputes**") will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or**

proceeding. You and Dhana agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Dhana are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

(b) Exceptions. As limited exceptions to Section 16(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

(e) Injunctive and Declaratory Relief. Except as provided in Section 16(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

(f) Class Action Waiver. **YOU AND DHANA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties’ Dispute is resolved through arbitration, the arbitrator may not consolidate another person’s claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(g) Severability. With the exception of any of the provisions in Section 16(f) of these Terms (“**Class Action Waiver**”), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

17. General Terms.

(a) Reservation of Rights. Dhana and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

(b) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Dhana and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Dhana and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Dhana’s prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Dhana may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(c) Notices. Any notices or other communications provided by Dhana under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(d) Waiver of Rights. Dhana’s failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Dhana. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

18. Contact Information. If you have any questions about these Terms or the Services, please contact Dhana at support@dhana.com.