

Bottega Studio Terms of Service

Fukui Labs, Inc.

Fukui Labs, Inc. dba Bottega Studio

Effective Date: April 25, 2025

Last Updated: March 19, 2026

These Terms of Service govern your access to and use of the Bottega Studio platform and related services operated by Fukui Labs, Inc. d/b/a Bottega Studio ("Bottega," "we," "us," or "our"). By creating an Account or using the Services, you enter into a binding legal agreement with us. Please read these terms carefully before you start using the Services. They explain what you can expect from us and what we expect from you, how your content is handled, how billing works, and how disputes are resolved. If you have questions, contact us at hello@fukuilabs.com

1. Acceptance of Terms

By accessing or using the Services in any way, including by browsing, registering for an Account, or uploading User Content, you agree to be bound by these Terms of Service ("Terms"), our Privacy Policy, and any other policies incorporated by reference. If you do not agree to these Terms, do not use the Services.

Using the Services on behalf of an organization. If you are accessing or using the Services on behalf of a company, organization, or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms. In that case, "you" and "Customer" refer to that entity, and you are personally responsible for ensuring that your organization complies with these Terms.

We reserve the right to update or modify these Terms from time to time. See Section 17 for how we handle changes.

2. Definitions

The following capitalized terms have the meanings set out below. These definitions are used consistently across all Bottega Studio legal documents.

"Acceptable Use Policy" means the acceptable use terms set forth in Section 9 of these Terms, governing permitted and prohibited uses of the Services.

"Account" means a registered Bottega Studio user account that allows access to the Services.

"Aggregated Data" means data derived from User Content or usage of the Services that has been combined with data from other users or sources such that it reflects collective patterns and does not identify, relate to, or describe any individual user, Account, or specific User Content. Aggregated Data is not User Content.

"AI-Derived Insights" means the analyses, summaries, organizational structures, cross-references, pattern identifications, or other analytical outputs produced by the Services' AI features based on User Content. AI-Derived Insights do not include User Content itself or any content independently authored by a user within the Services.

"Authorized User" means an individual who is authorized by a Customer to access a Workspace under the Customer's Subscription. Each Authorized User must have their own Account and is independently bound by these Terms. The Customer is responsible for the actions of its Authorized Users within the Workspace to the extent set forth in Section 3.4.

"Bottega," "we," "us," or "our" refers to Fukui Labs, Inc., a Delaware corporation doing business as Bottega Studio.

"Confidential Information" has the meaning set forth in Section 11.1.

"Cookie Policy" means the section of the Privacy Policy describing how Bottega uses cookies and similar tracking technologies.

"Customer," "you," or "your" means the individual or entity that creates an Account and uses the Services.

"De-Identified Data" means data derived from User Content or usage of the Services that has been processed so that it cannot reasonably be used to identify, relate to, or describe an individual user, Account, or specific item of User Content. Data is not considered De-Identified if Bottega or any recipient of the data has actual knowledge that the information can be used, alone or in combination with other available information, to identify a specific user or specific User Content. De-Identified Data is not User Content.

"Disclosing Party" has the meaning set forth in Section 11.1.

"Documentation" means the user guides, help articles, technical documentation, and other written materials we make available describing the features and operation of the Services, as updated by Bottega from time to time. In the event of a conflict between the Documentation and these Terms, these Terms control.

"Effective Date" means the date on which these Terms first become effective, as set forth at the top of this document.

"Feedback" has the meaning set forth in Section 8.4.

"Fees" means the amounts payable by Customer for access to the Services under a Subscription, as set forth on our pricing page or as otherwise agreed in writing.

"Privacy Policy" means the policy describing how Bottega collects, uses, stores, and shares personal information, published at www.app.bottegestudio.com/privacypolicy, as updated by Bottega from time to time and incorporated into these Terms by reference.

"Receiving Party" has the meaning set forth in Section 11.1.

"Refund & Payment Policy" means the policy governing refund eligibility, payment terms, and related procedures, to be published at www.app.bottegestudio.com/paymentsandrefunds when paid Subscription plans become available. Until such time, refund and payment terms referenced in these Terms are not operative.

"Services" means the Bottega Studio web platform, mobile applications, and APIs operated by Bottega, together with the features and tools made available through them. The Services do not include Third-Party Services accessed through integrations, which are governed by their own terms as described in Section 10.

"Subscription" means the paid plan under which a Customer accesses the Services.

"Subscription Term" means the period during which a Subscription is active, beginning on the date on which Customer first receives access to the paid Services and continuing through each subsequent renewal period until canceled or terminated in accordance with these Terms.

"Third-Party Services" means any third-party software, platform, tool, or service that integrates with or is accessible through the Services but is not operated by Bottega.

"User Content" means any creative works, notes, worldbuilding materials, text, images, files, metadata, tags, annotations, organizational structures, or other content that is uploaded to or independently authored by a user within the Services. User Content does not include AI-Derived Insights or Aggregated Data.

"Workspace" means the shared environment within the Services where a Customer and its Authorized Users can access and collaborate on User Content. The Customer who creates a Workspace is responsible for managing Authorized User access and permissions, and for the conduct of its Authorized Users within that Workspace to the extent set forth in Section 3.4.

3. Accounts, Eligibility, and Registration

3.1 Eligibility

To create an Account and use the Services, you must be at least 18 years of age, or the age of majority in your jurisdiction if that age is higher. By creating an Account, you represent and warrant that you meet this requirement. The Services are not directed to children under the age of 13, and we do not knowingly collect personal information from anyone under 13.

3.2 Account Registration

When you register for an Account, you agree to provide accurate, current, and complete information and to keep that information updated. Providing false or misleading information is a violation of these Terms and may result in immediate suspension or termination of your Account.

3.3 Account Security

You are solely responsible for maintaining the confidentiality of your Account credentials and for all activity that occurs under your Account. You agree to notify us promptly at hello@fukuilabs.com if you become aware of any unauthorized access to or use of your Account. Bottega will not be liable for any loss or damage arising from your failure to maintain adequate security over your Account.

3.4 One Account per Person; Organizational Accounts

An Account is intended for use by one individual. Sharing login credentials with others is not permitted unless you are using an organizational account or Workspace feature that expressly supports multiple Authorized Users.

Organizational accounts allow a designated administrator (the "Workspace Administrator") to manage access for Authorized Users within the scope of the applicable Subscription. The Workspace Administrator is responsible for:

- (a) inviting and removing Authorized Users and managing their access permissions within the Workspace;
- (b) ensuring that each Authorized User has their own Account and does not share login credentials;
- (c) ensuring that all Authorized Users comply with these Terms and the Acceptable Use Policy; and
- (d) promptly revoking access for any Authorized User who is no longer authorized or who the Workspace Administrator knows or reasonably suspects has violated these Terms.

The Customer is liable for the acts and omissions of its Authorized Users to the same extent as if such acts or omissions were the Customer's own. If an Authorized User violates these Terms, Bottega may suspend or terminate that Authorized User's access, the Workspace, or the Customer's Account, depending on the severity of the violation.

3.5 Our Right to Refuse or Terminate

We reserve the right to decline to create an Account, or to suspend or terminate an existing Account, at our reasonable discretion, including where we believe a violation of these Terms has occurred or where we are required to do so by law. We will provide reasonable notice where practicable, except in cases involving fraud, security threats, or legal requirements.

4. The Services

4.1 Description

Bottega Studio is an AI-powered creative intelligence platform designed to help serious creators: authors, screenwriters, indie game developers, studios and more organize, analyze, and surface insights from their creative works. The Services allow you to upload User Content, and the platform applies AI-driven analysis to help you manage your creative world, track elements across projects, and generate actionable insights from your own material.

4.2 Changes to the Services

We are continuously developing and improving the Services. We may add, modify, or discontinue features or functionality at any time. For material changes that significantly reduce or eliminate core features you currently rely on under your Subscription, we will provide at least 30 days' advance notice through email, in-app notification, or posting to our website.

If a material change significantly reduces or eliminates a core feature of the Services that is included in your current Subscription plan, and the change materially diminishes the value of the Services to you, you may terminate your Subscription within 30 days of receiving notice of the change by contacting us at hello@fukuilabs.com. In that case, we will refund a pro-rated portion of any prepaid Fees corresponding to the unused period of your then-current Subscription Term. This termination right does not apply to changes to beta or experimental features, changes required by law, or changes that add functionality without removing existing features.

Continuing to use the Services after such changes take effect constitutes your acceptance of the updated Services.

4.3 Beta and Experimental Features

From time to time, we may offer access to beta or experimental features that are still in development. These features may be subject to additional terms presented at the time of access. Beta features are provided on an experimental basis and may not perform as expected. We may modify or discontinue beta features at any time without notice.

4.4 Availability

We aim to make the Services available at all times, but we do not guarantee uninterrupted or error-free access. The Services may be unavailable due to maintenance, updates, or circumstances beyond our reasonable control.

5. Subscriptions and Billing

5.1 Subscription Plans

The Services are offered on a subscription basis. We currently offer monthly and annual Subscription plans. Detailed descriptions of each plan, including included features and pricing, are available on our pricing page at www.app.bottegastudio.com/pricing. By selecting a plan and providing a valid payment method, you agree to pay the applicable Fees.

5.2 Auto Renewal

Your Subscription will automatically renew at the end of each Subscription Term (monthly or annual, as applicable) at the then-current rate unless you cancel before the renewal date. To cancel, follow the instructions in your account settings or contact us at hello@fukuilabs.com.

5.3 Upgrades and Downgrades

You may upgrade or downgrade your Subscription plan at any time through your account settings. Upgrades take effect immediately and are billed on a prorated basis. Downgrades take effect at the start of the next Subscription Term. We do not issue partial refunds for unused periods when downgrading, except as provided in our Refund & Payment Policy.

5.4 Fee Changes

We may change the Fees for the Services from time to time. We will give you 30 days' advance written notice of any Fee increase before the change takes effect. Fee changes will apply to your next renewal after the notice period expires. If you do not agree to the new Fees, you may cancel your Subscription before the renewal date.

5.5 Refund Policy

Refund eligibility and procedures are governed by our separate Refund & Payment Policy, which is incorporated into these Terms by reference.

5.6 Taxes

All Fees are exclusive of any applicable taxes, levies, duties, or similar governmental charges, including sales tax, use tax, value-added tax (VAT), or goods and services tax (GST). You are responsible for paying all such taxes associated with your Subscription, except for taxes based on Bottega's own net income. If Bottega is required by law to collect taxes on your behalf, those amounts will be added to your invoice.

5.7 Payment Processing

Payment is processed through our third-party payment processor, Stripe. By providing your payment information, you authorize us to charge your payment method for all applicable Fees and taxes. You agree to keep your billing information accurate and current.

6. Ownership of User Content

6.1 Your Ownership

You retain all intellectual property rights in and to your User Content. Nothing in these Terms transfers ownership of your User Content to Bottega. Protecting creator IP is a core principle of how we build this platform.

6.2 License to Bottega

By uploading or submitting User Content to the Services, you grant Bottega a limited, non-exclusive, worldwide, royalty-free license to host, store, process, analyze, display, and transmit your User Content solely as necessary to: (a) provide the Services to you; (b) improve and develop the Services, provided that any User Content used for this purpose is first converted to Aggregated Data or De-Identified Data, as defined in Section 2, before being used for product improvement or development; and (c) carry out any instructions you give us through the Services. This license does not extend beyond what is necessary for these purposes and terminates when your User Content is deleted in accordance with these Terms.

6.3 What This License Does Not Include

This license does **not** grant Bottega the right to:

- Sell or license your User Content to third parties;
- Use your User Content for advertising or promotional purposes;
- Feed your User Content into any AI model training dataset. Bottega does not use User Content to train any AI model and does not retain User Content in any third-party AI system beyond the duration of a processing request. If Bottega ever introduces a feature that would involve using User Content to train or fine-tune a model, that feature would require your separate, affirmative, per-feature opt-in consent and would not be enabled through a change to these Terms alone; or
- For the avoidance of doubt, Bottega's current third-party AI providers operate under zero data retention agreements, and User Content submitted for AI processing is not stored by those providers beyond the duration of the processing request.

6.4 Your Responsibility for Your Content

You represent and warrant that: (a) you own or have all necessary rights, licenses, and permissions to upload your User Content and to grant the rights described in this Section; (b) your User Content does not infringe or misappropriate any third-party intellectual property right, privacy right, or other legal right; and (c) your User Content complies with these Terms and our Acceptable Use Policy.

6.5 Content Export and Deletion on Termination

Upon expiration or termination of your Subscription or Account for any reason, you will have 60 days from the termination date to export or download your User Content using the export tools available in the Services. After that period, we will permanently delete your User Content from our systems, except to the extent we are required to retain it by applicable law or to the extent it is included in routine backup archives. We are not

responsible for any loss of User Content that occurs due to your failure to export it within this window.

7. AI Features and AI-Derived Insights

7.1 How AI Features Work

The Services use artificial intelligence and machine learning to analyze, organize, cross-reference, and surface insights from your User Content. These features are designed to help you work more efficiently and understand your own creative work more deeply.

7.2 Ownership of AI-Derived Insights

As between you and Bottega, you retain ownership of any rights you may hold in AI-Derived Insights produced from your User Content. However, you acknowledge that under current U.S. copyright law, purely AI-generated works, or those created without sufficient human creative authorship, may not be eligible for copyright protection. The legal landscape around AI-generated content is evolving, and we make no representation as to the copyrightability of any AI-Derived Insights. We recommend consulting qualified legal counsel regarding your rights in AI-Derived Insights that are important to your creative or commercial interests.

7.3 Bottega's Retained IP

Bottega retains all rights, title, and interest in and to its proprietary software, systems, and technology used to deliver AI-Derived Insights. The Services incorporate third-party AI models used under license, and Bottega does not claim ownership of those third-party technologies. Your use of AI features does not give you any rights in Bottega's proprietary technology or in any third-party technology beyond the limited license granted in Section 4.

7.4 No Guarantees on AI Outputs

AI-Derived Insights are provided "as is" and for informational and creative assistance purposes only. Bottega does not guarantee the accuracy, completeness, originality, reliability, or fitness of AI-Derived Insights for any particular purpose. You are responsible for reviewing and evaluating all AI-Derived Insights before relying on or distributing them.

7.5 Aggregated and De-Identified Usage Data

Bottega may analyze aggregated, de-identified usage patterns to improve and develop the Services. This does not involve sharing, selling, or using your User Content to train any AI model. Bottega does not log, store, or retain the content of user prompts submitted to AI features beyond the duration of the processing request.

8. Bottega's Intellectual Property

8.1 Ownership of the Services

Bottega owns all right, title, and interest in and to the Services, including all proprietary software, source code, object code, algorithms, design elements, visual interfaces, documentation, branding, trademarks, and any other technology or content that is not User Content. The Services incorporate third-party technologies, including third-party AI models, that Bottega uses under license; Bottega does not claim ownership of those third-party technologies.

8.2 No Transfer of Rights

Nothing in these Terms transfers any Bottega intellectual property rights to you. Your right to use the Services is limited to the access rights expressly granted in these Terms for the duration of your Subscription Term.

8.3 Trademarks

"Bottega Studio," "Bottega," the Bottega Studio logo, and other Bottega Studio marks are trademarks or service marks of Fukui Labs, Inc. You may not use any Bottega trademark without our prior written consent.

8.4 Feedback

If you provide us with feedback, suggestions, or recommendations regarding the Services ("Feedback"), you grant Bottega an irrevocable, perpetual, worldwide, royalty-free, sublicensable license to use, incorporate, and act on that Feedback without any obligation to you, including without payment, attribution, or notice.

For the avoidance of doubt, Feedback does not include User Content. If you submit a suggestion or recommendation that incorporates or references your User Content, the Feedback license in this Section applies only to the suggestion or recommendation itself and not to any User Content contained within it. Your User Content remains governed exclusively by Section 6.

You represent that any Feedback you provide does not contain confidential information of a third party.

9. Acceptable Use and Prohibited Conduct

9.1 General Obligation

You agree to use the Services only for lawful purposes and in a manner consistent with these Terms. The acceptable use terms set forth in this Section 9, including the prohibited conduct listed in Section 9.2, constitute the Acceptable Use Policy referenced elsewhere in these Terms.

9.2 Prohibited Conduct

Without limiting the Acceptable Use Policy, you agree not to:

- Use the Services in connection with any unlawful activity or in violation of any applicable law or regulation;
- Upload or transmit User Content that infringes any third party's intellectual property rights, including copyright, trademark, or trade secret;
- Harass, threaten, defame, or harm any individual or group;
- Attempt to gain unauthorized access to the Services, other users' Accounts, or Bottega's internal systems;
- Use automated tools, scripts, or bots to access or interact with the Services in a manner that places an unreasonable burden on our infrastructure;
- Reverse-engineer, decompile, disassemble, or attempt to extract the source code or underlying models of the Services;
- Use the Services to generate or distribute spam, malware, or fraudulent content; or
- Use the Services in any way that violates the rights of others or could expose Bottega or its users to legal liability.

9.3 Consequences of Violations

We reserve the right to investigate violations of this Section and the Acceptable Use Policy. Depending on the severity and nature of the violation, we may suspend or terminate your Account with or without prior notice. Suspension or termination of your Account is not Bottega's exclusive remedy. Bottega reserves all rights and remedies available under these Terms, at law, or in equity, including the right to seek damages, injunctive relief, or any other remedy available in connection with a violation of these Terms or the Acceptable Use Policy.

9.4 Copyright Complaints (DMCA)

Bottega respects the intellectual property rights of others. If you believe that any User Content hosted on the Services infringes your copyright, you may submit a takedown notice in accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512) to our designated copyright agent:

Fukui Labs, Inc.

Attn: DMCA Agent

10810 N. Tatum Blvd.

Suite 102-106

Phoenix, Arizona

85028

Email: kelly@fukuilabs.com

Your notice must include: (a) identification of the copyrighted work you claim has been infringed; (b) identification of the material you claim is infringing and sufficient information for us to locate it on the Services; (c) your contact information, including name, address, telephone number, and email address; (d) a statement that you have a good faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law; (e) a statement, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (f) your physical or electronic signature.

Upon receipt of a valid takedown notice, Bottega will remove or disable access to the allegedly infringing material and notify the user who posted it. That user may submit a counter-notice in accordance with 17 U.S.C. § 512(g). If we receive a valid counter notice, we will provide you with a copy and restore the material within 10 to 14 business days unless you notify us that you have filed a court action to restrain the allegedly infringing activity.

Bottega maintains a policy of terminating the Accounts of users who are repeat infringers in appropriate circumstances.

10. Third-Party Services and Integrations

10.1 Third-Party Integrations

The Services may connect with or integrate with third-party services, platforms, or tools. Your use of such third-party services is governed by their respective terms of service and privacy policies, not by these Terms.

10.2 No Responsibility for Third Parties

Bottega does not control and is not responsible for the content, security, privacy practices, or availability of any third-party services. We make no representations or warranties regarding third-party services and disclaim all liability arising from your use of them. Any issues with third-party services should be directed to the applicable third-party provider.

10.3 Links

The Services may include links to third-party websites or resources for informational purposes. These links do not constitute an endorsement by Bottega of any third party or their content.

11. Confidentiality

11.1 Obligations

Each party (the "Receiving Party") agrees to: (a) hold the other party's (the "Disclosing Party") Confidential Information in strict confidence using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care; (b) not disclose Confidential Information to any third party without the Disclosing Party's prior written consent, except as permitted in this Section; and (c) use Confidential Information solely for the purposes of exercising rights or fulfilling obligations under these Terms.

For purposes of this Section, "Confidential Information" means any non-public information that a party designates as

confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Without limiting the foregoing:

(a) Your Confidential Information includes your User Content, Account information, and any non-public information about your creative works, projects, or business that you provide to Bottega through the Services or otherwise.

(b) Bottega's Confidential Information includes non-public information about Bottega's pricing, product roadmap, security practices, technical architecture, business strategies, and non-public features or functionality of the Services.

11.2 Exceptions

The obligations in Section 11.1 do not apply to information that: (a) is or becomes publicly known through no fault of the Receiving Party; (b) was already known to the Receiving Party without restriction at the time of disclosure; (c) is rightfully received from a third party without restriction; or (d) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

11.3 Legally Required Disclosure

A Receiving Party may disclose Confidential Information if required to do so by applicable law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice before disclosure and reasonably cooperates with the Disclosing Party's efforts to seek a protective order or limit the scope of disclosure.

11.4 Security Incident Notification

If Bottega becomes aware of a security breach that results in the unauthorized access to, disclosure of, or loss of your User Content or Confidential Information (a "Security Incident"), Bottega will: (a) notify you without unreasonable delay, and in any event within 72 hours of becoming aware of the Security

Incident; (b) provide you with reasonably available information about the nature and scope of the Security Incident, including the categories of data affected; (c) take commercially reasonable steps to contain, investigate, and remediate the Security Incident; and (d) cooperate with you in good faith regarding any notification obligations you may have under applicable law.

Bottega's obligation to notify you of a Security Incident does not constitute an acknowledgment of fault or liability by Bottega. The 72-hour notification period may be extended where a law enforcement authority has requested a delay, provided that Bottega notifies you promptly once the restriction is lifted.

12. Warranties and Disclaimers

12.1 Bottega's Warranty

Bottega warrants that the Services will perform in all material respects in accordance with the applicable Documentation during your Subscription Term. If the Services fail to meet this warranty, your sole remedy is to report the issue to our support team, and we will use commercially reasonable efforts to correct the non-conformity. If we are unable to do so within a reasonable period, you may terminate your Subscription and receive a pro-rated refund of prepaid Fees for the unused portion of your then-current Subscription Term.

12.2 Disclaimer of Other Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND BOTTEGA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING:

- ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT;
- ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;

- ANY WARRANTY THAT AI-DERIVED INSIGHTS WILL BE ACCURATE, COMPLETE, ORIGINAL, OR FIT FOR ANY PARTICULAR PURPOSE;
- ANY WARRANTY REGARDING THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES; AND
- ANY WARRANTY REGARDING THIRD-PARTY SERVICES OR INTEGRATIONS.

Some jurisdictions do not allow the exclusion of certain implied warranties. In those jurisdictions, the above disclaimer applies to the fullest extent permitted by law.

13. Limitation of Liability

13.1 Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO: LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY.

13.2 Aggregate Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BOTTEGA'S TOTAL AGGREGATE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, WILL NOT EXCEED THE GREATER OF: (A) ONE HUNDRED U.S. DOLLARS (\$100); OR (B) THE TOTAL FEES ACTUALLY PAID BY YOU TO BOTTEGA IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13.3 Exceptions

The limitations and exclusions in this Section 13 do not apply to:

- Liability that cannot be excluded or limited under applicable law;
- Liability arising from a party's willful misconduct or gross negligence;
- Indemnification obligations expressly set forth in these Terms; or
- Bottega's breach of its confidentiality obligations under Section 11 with respect to User Content.

13.4 Basis of the Bargain

The parties acknowledge that the limitations of liability in this Section 13 reflect a reasonable allocation of risk and are an essential element of the basis of the bargain between the parties. Bottega would not enter into these Terms without these limitations.

14. Indemnification

14.1 Customer's Indemnification of Bottega

You agree to defend, indemnify, and hold harmless Bottega, its affiliates, officers, directors, employees, agents, licensors, and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to:

- (a) Your User Content, including any claim that your User Content infringes or misappropriates any third party's intellectual property rights, privacy rights, or other legal rights;
- (b) Your violation of these Terms, including the Acceptable Use Policy; or
- (c) Your violation of any applicable law or third-party rights.

14.2 Bottega's Indemnification of Customer

Bottega will defend, indemnify, and hold harmless Customer from and against any third-party claim alleging that the Services

themselves infringe or misappropriate a third party's intellectual property rights, and will pay any damages finally awarded against Customer or agreed in settlement by Bottega with respect to such claim.

Bottega's obligations under this Section 14.2 do not apply to the extent a claim arises from: (a) User Content or AI-Derived Insights; (b) modifications to the Services made by or at the direction of Customer; (c) Customer's use of the Services in combination with products, services, or technology not provided by Bottega, where the infringement would not have occurred but for the combination; (d) Customer's use of the Services in violation of these Terms; or (e) Customer's continued use of a version of the Services after Bottega has provided a non-infringing alternative or update.

If the Services become, or in Bottega's reasonable judgment are likely to become, the subject of an infringement claim, Bottega may at its option and expense: (i) procure the right for Customer to continue using the Services; (ii) modify the Services to make them non-infringing without materially reducing functionality; or (iii) if neither (i) nor (ii) is commercially practicable, terminate Customer's Subscription and refund a pro-rated portion of any prepaid Fees for the unused Subscription Term.

14.3 Indemnification Procedures

The party seeking indemnification (the "Indemnified Party") will: (a) give the indemnifying party (the "Indemnifying Party") prompt written notice of any claim for which indemnification is sought; (b) give the Indemnifying Party sole control of the defense and settlement of the claim, at the Indemnifying Party's expense; and (c) provide the Indemnifying Party with reasonable cooperation in the defense at the Indemnifying Party's cost.

The Indemnifying Party may not settle any claim in a manner that imposes any obligation or liability on the Indemnified Party, or that admits wrongdoing on the Indemnified Party's behalf, without the Indemnified Party's prior written consent. The Indemnified Party reserves the right, at its own expense, to

participate in the defense of any claim with counsel of its own choosing.

15. Termination

15.1 Termination by Customer

You may cancel your Subscription at any time through your account settings or by contacting us at hello@fukuilabs.com. Cancellation will take effect at the end of your current Subscription Term. You will continue to have access to the Services through the end of the paid period.

15.2 Termination or Suspension by Bottega for Cause

We may suspend or terminate your Account and access to the Services immediately upon written notice if: (a) you materially breach these Terms and fail to cure the breach within 30 days after receiving written notice from us describing the breach; (b) you breach these Terms in a manner that cannot reasonably be cured; (c) you fail to pay applicable Fees when due and do not cure the failure within 10 days notice; or (d) we are legally required to do so. We will provide notice where practicable before suspension or termination, except where immediate action is necessary to protect Bottega, other users, or third parties.

15.3 Termination by Bottega for Convenience

Bottega may terminate your Subscription for convenience with 30 days' advance written notice. In the event of such termination for convenience, we will refund a pro-rated portion of any prepaid Fees corresponding to the unused period of your Subscription Term.

15.4 Effect of Termination

Upon any termination or expiration of your Subscription or Account:

- Your license to access and use the Services ends immediately, except that you will retain limited access to the Services solely for the purpose of exporting your

User Content using the export tools described in Section 6.5. During this limited-access period, you may not upload new User Content, use AI features, or access the Services for any purpose other than content export.

- You may export your User Content during the 60-day post-termination period described in Section 6.5. Where Bottega has provided advance notice of termination under Section 15.3, this export period begins on the effective date of termination, not the date notice is given.
- After that period, we will delete your User Content as described in Section 6.5;
- Any outstanding Fees become immediately due and payable; and
- Termination does not relieve either party of obligations that arose prior to termination.

15.5 Survival

The following provisions survive any termination or expiration of these Terms: Sections 2, 6.1, 7, 8, 11, 12.2, 13, 14, 15.4, 16, and 18.

16. Governing Law and Dispute Resolution

16.1 Governing Law

These Terms and any dispute arising out of or related to them or the Services will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws rules.

16.2 Dispute Resolution

- (a) Except for disputes involving Bottega's intellectual property rights and except as provided in subsection (c) below, any dispute, claim, or controversy arising out of or relating to these Terms or the Services, including their formation, interpretation, breach, termination, or validity, will be finally resolved by binding individual arbitration under the rules of the American Arbitration

Association ("AAA") Consumer Arbitration Rules, as currently in effect. The arbitration will be conducted in English and, unless otherwise agreed by the parties, will take place in Delaware. The arbitrator's award will be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction.

- (b) YOU AND BOTTEGA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION. The arbitrator may not consolidate more than one person's claims and may not preside over any form of class or representative proceeding.
- (c) Notwithstanding the arbitration agreement above, either party may bring a claim in small claims court if the claim qualifies under the applicable rules of that court.
- (d) If you do not wish to be bound by the arbitration agreement in this Section, you may opt out by sending written notice of your decision to opt out to hello@fukuilabs.com within 30 days of first becoming subject to this arbitration provision. Your notice must include your name, your Account email address, and a clear statement that you wish to opt out of arbitration. Opting out does not affect any other aspect of these Terms.

17. Changes to These Terms

We may update these Terms from time to time to reflect changes in the Services, applicable law, or our business practices. If we make material changes, we will provide you with 30 days' advance notice before the changes take effect. Notice will be provided via: (a) an email to the address associated with your Account; (b) a prominent notice within the Services; or (c) posting updated Terms to our website, with the "Last Updated" date revised accordingly.

Your continued use of the Services after the effective date of any updated Terms constitutes your acceptance of the revised Terms. If you do not agree to the updated Terms, you must stop using the Services and cancel your Subscription before the effective date. Changes will not apply retroactively to disputes that arose before the effective date.

Changes to these Terms that are required by law may take effect immediately upon notice.

18. Miscellaneous

18.1 Entire Agreement

These Terms, together with the Privacy Policy, Refund & Payment Policy, and any other policies or agreements expressly incorporated by reference, constitute the entire agreement between you and Bottega with respect to the Services.

18.2 Severability

If any provision of these Terms is held to be unlawful, void, or unenforceable for any reason, that provision will be limited or severed from these Terms to the minimum extent necessary, and the remaining provisions will continue in full force and effect.

18.3 No Waiver

Bottega's failure to enforce any provision of these Terms on a given occasion will not constitute a waiver of Bottega's right to enforce that provision in the future. No waiver of any provision will be effective unless made in writing and signed by an authorized representative of Bottega.

18.4 Assignment

You may not assign, transfer, or sublicense your rights or obligations under these Terms without Bottega's prior written consent, and any attempted assignment without such consent will be null and void.

Bottega may assign or transfer these Terms, in whole or in part, without your consent: (a) to any affiliate that controls, is controlled by, or is under common control with Bottega; or (b) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Bottega's assets. In either case, the assignee must assume all of Bottega's obligations under these Terms, including all obligations relating to User Content, Confidential Information, and the restrictions in Section 6.

These Terms will be binding on and inure to the benefit of the parties and their permitted successors and assigns.

18.5 Force Majeure

Neither party will be liable for any failure or delay in performance under these Terms to the extent caused by circumstances beyond that party's reasonable control, including acts of God, natural disasters, pandemic, war, terrorism, civil unrest, government action, labor disputes, internet outages, or failures of third-party infrastructure. The affected party will give prompt written notice and will use commercially reasonable efforts to resume performance as soon as practicable.

18.6 Notices

Notices to you: We will provide notices to you by email to the address associated with your Account, by in-app notification, or by posting a notice on our website. You are responsible for keeping your Account email address current. Notices sent by email are deemed received when sent.

Notices to Bottega: Formal legal notices to Bottega must be sent by email to kelly@fukuilabs.com, with a copy sent by certified mail to:

Fukui Labs, Inc.

Attn: Legal Department

10810 N. Tatum Blvd.

Suite 102-106

Phoenix, Arizona

85028

18.7 Relationship of the Parties

The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, employment relationship, franchise, or agency between you and Bottega. Neither party has authority to bind or create obligations on behalf of the other party.

18.8 Export Compliance

You agree to comply with all applicable export control laws and regulations of the United States and any other applicable jurisdiction, including the Export Administration Regulations (EAR) and the regulations administered by the Office of Foreign Assets Control (OFAC). You represent and warrant that you are not located in a jurisdiction subject to U.S. trade sanctions and that you are not on any U.S. government restricted party list.

18.9 Interpretation

As used in these Terms, the word "including" and variants such as "includes" and "include" means "including without limitation." Headings are for convenience only and will not affect the interpretation of any provision. These Terms will not be construed against the drafting party on account of any ambiguity.

19. Contact Information

If you have questions about these Terms, need to send us formal legal notice, or want to exercise any rights described in these Terms, please contact:

Fukui Labs, Inc.

Attn: Legal Department

10810 N. Tatum Blvd.

Suite 102-106

Phoenix, Arizona

85028

hello@fukuilabs.com

www.bottegastudio.com

These Terms of Service were last updated on March 19, 2026.