



KITBASH TERMS OF SERVICE

Last Modified: April 6, 2026

1. Acceptance of Terms of Service.

These terms of service ("Terms of Service") are entered into by and between you and KitBash LLC and its subsidiaries, KitBash3D LLC and Greyscalegorilla LLC ("KitBash," "we," "us" or "our") and govern your access to and use of the KitBash's websites, <https://kitbash3d.com/> and <https://greyscalegorilla.com/> (the "Site(s)"), all software and web applications made available via the Sites, and all other online and offline services referencing these Terms of Service, and all content and functionality associated therewith (collectively, the "Service").

Please read these Terms of Service carefully before you start to use the Service.

By using the Service or by clicking to accept or agree to these Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service and our [Privacy Policy](#), incorporated herein by reference. If you do not want to agree to these Terms of Service or the [Privacy Policy](#), you must not access or use the Service.

Unless we expressly state otherwise, the Service is offered and available to users who are eighteen (18) years of age or older. Except as otherwise authorized by us, if you are not at least 18, you must not access or use the Service.

2. Service Features, Functionality and Availability.

You may use the Service when and as available. Although we generally intend for the Service to be available on an uninterrupted basis, it will not always be available (e.g., during maintenance, changes, outages and for other reasons). We further reserve the right to change, modify, eliminate and/or restrict or block access to all or any part of the Service, including any features or content displayed or made available through the Service, from time to time with or without notice to you, in our discretion. We will not be liable to you if for any reason all or any part of the Service is unavailable at any time for any period.

3. Accessing the Service and Account Security.

(a) You are responsible for: (i) making all arrangements necessary for you to have access to the Service, including without limitation, your Internet connection; and (ii) ensuring that all persons who access the Service through your Internet connection and/or your User account are aware of these Terms of Service and comply with them.

(b) You may browse certain pages of the Service without first registering as a user (a "User"). However, for complete access to the Service, you will be required to register as a User. You can register as a User by following the registration instructions on the Service. It is a condition of your use of the Service that all the information you provide as part of registering as a User or in connection with your use of the Service is accurate, current and complete.

(c) If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and you agree not to provide any other person with access to the Service or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your User account at the end of each session. You should use particular caution when accessing your User account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason.

4. Privacy; Additional Terms.

(a) Privacy Policy. You agree that all personal information you provide to register with the Service or otherwise, including but not limited to through the use of any interactive features on the Service, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your personal information consistent with our [Privacy Policy](#).

(b) Additional Terms. Your use of the Service or parts or portions thereof are subject to any and all additional terms, policies, rules or guidelines applicable to the Service or certain features of the Service that we may post on or link to the Service (the "Additional Terms"). All such Additional Terms are hereby incorporated into, and made a part of, these Terms of Service.

Such Additional Terms include, without limitation, the [KitBash License Agreement](#), which governs the rights to access and/or use KitBash's 3D assets or kits ("Assets") and the software

platforms (“Platforms”) through which KitBash makes its Assets available to end users. The KitBash License Agreement is hereby incorporated into, and made a part of these Terms of Service, provided that, to the extent of any conflict or inconsistency between the terms and conditions of these Terms of Service and the KitBash License Agreement, the terms and conditions of the KitBash License Agreement will govern and control with respect your access to and/or use of the Assets and the Platforms.

5. No Reliance; No Offer of Advice.

KitBash makes no representation or warranty that the information on the Service is accurate, reliable, up-to-date or complete. Neither KitBash nor any third party can guarantee the accuracy of the information. KitBash reserves the right to correct any information on the Service. The content and information available on the Service is provided for informational purposes and does not constitute and should not be construed as a solicitation or offer to engage in any transaction whatsoever.

6. Intellectual Property Rights.

(a) KitBash Content. The Service and all data, products, content, features and functionality making up the Service (including but not limited to, all information, user interfaces, software, text, displays, images, and the design, selection and arrangement thereof) (“KitBash Content”), are owned by KitBash, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You may not commercially exploit or make the Service available to any third party. You must not reproduce, distribute, modify, create derivative works of, re-engineer, publicly display, publicly perform, republish, download, store or transmit any of the material on the Service, except as authorized by these Terms of Service. No right, title or interest in or to the Service or any content on the Service is transferred to you, and all rights not expressly granted are reserved by KitBash. Some KitBash Content may also be subject to further terms and conditions provided in connection with the particular KitBash Content and you agree to comply with any such further terms and conditions. Any use of the KitBash Content other than as set forth in these Terms of Service may result in the immediate suspension or termination of your access to all or part of the Service.

(b) Your Content.

(1) Certain features or functions of the Service may permit the uploading, posting, storage, viewing or transmittal of text, information, video, images and content (collectively, “Your Content”). You retain ownership of any of Your Content posted or transmitted to or through

the Service, but in order for us to provide you the Service, you must grant certain rights to KitBash to use Your Content. Accordingly, subject to any restrictions or limitations set forth in these Terms of Service, you hereby grant to KitBash and its designees, a royalty-free, fully paid, sublicensable, transferrable, non-exclusive license to post, store, use and transmit any and all of Your Content in connection with: (i) KitBash's maintenance, operation, and provision of the Service; (ii) the operation of KitBash's business, including its development and design of any products or services; and (iii) the creation of Systems Data. You are solely responsible for any and all of Your Content uploaded and/or transmitted in and/or through the Service.

(2) You represent and warrant to KitBash that: (i) you own Your Content or otherwise have sufficient rights in Your Content to grant the license rights granted to KitBash in this Section; (ii) Your Content does not, and its use by KitBash as contemplated in these Terms of Service will not, violate, infringe, or misappropriate the intellectual property rights, publicity or privacy rights, or other proprietary rights of any third party, or breach or violate any obligation of confidentiality owed to any third party; (iii) your uploading, posting, storage, viewing or transmittal of Your Content to or through the Service will not violate applicable Laws; and (iv) there are no claims currently pending or threatened, and you have not engaged in any acts or omissions likely to result in any such claims, as to: (a) your ownership of, use of, or rights in Your Content; (b) your violation, infringement or misappropriation of any third party intellectual property rights, publicity or privacy rights, or other proprietary rights with respect to Your Content; (c) your violation or breach of any obligation of confidentiality owed to any third party with respect to Your Content; or (d) the violation of Your Content of applicable Laws.

(3) KitBash reserves the right to refuse to post or transmit any of Your Content. Furthermore, in the event that KitBash discovers or has reason to believe that Your Content is in violation of these Terms of Service, including without limitation, this Section 6(b) and/or Section 7 below, KitBash may, without limiting its rights or creating any liability therefor, immediately remove Your Content from the Service, and may further block and/or restrict your access thereto pending resolution of any such violation.

(4) You are responsible for keeping appropriate copies and records of Your Content. KitBash has no obligation to back-up or maintain Your Content, and KitBash takes no responsibility and assumes no liability for Your Content, including without limitation any loss or damage thereto.

(c) Systems Data. You acknowledge and agree that all Systems Data is and shall remain the sole and exclusive property of KitBash. For purposes of clarity, KitBash may make any legal use of the Systems Data without notifying you or sharing such Systems Data with you. Specifically, by way of illustration and not by way of limitation, KitBash may publish and share

Systems Data with others in aggregate or statistical form to promote the Service and/or KitBash's products or services, for evaluating the efficiency, utility and functionality of the Service and/or KitBash's other products or services, and for enhancing and improving the Service and KitBash's other products or services. For purposes of these Terms of Service, "Systems Data" means all data, content and information regarding your use of the Service in the nature of de-identified or aggregate systems administrative data, statistical and demographical data, operational information, and data generated by or characterizing the use of the Service, including without limitation, any de-identified or aggregate Your Content.

(d) Feedback. Any comments, feedback, suggestions, or ideas ("Feedback") you provide through the Service may be used by KitBash. While you may continue to own all such the Feedback, you hereby grant to KitBash a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, disclose, sublicense, distribute, modify and otherwise exploit such Feedback.

7. Your Conduct.

You may use the Service only for lawful purposes in accordance with the terms and conditions of these Terms of Service. Except as expressly permitted in these Terms of Service, you agree not to:

- (a) License, sublicense, lease, rent, timeshare, distribute, disclose, permit access to, or transfer to any third party, any portion of the Service and/or any KitBash Content, whether for profit or without charge;
- (b) Store, reproduce, distribute, transmit, modify, adapt, perform, display (including by "framing"), publish or sell the Service and/or any KitBash Content;
- (c) Translate, reverse engineer, re-engineer, disassemble, decompile, discover, or modify the Service, any KitBash Content, or any KitBash software;
- (d) Remove any copyright and other proprietary notices placed upon the Service and/or any KitBash Content accessible via the Service;
- (e) Circumvent any use-limitation or protection device contained in or placed upon the Service and/or any KitBash Content, or access or attempt to access any portion of the Service and/or any KitBash Content that you are not authorized to access;
- (f) Use the Service to execute denial of service attacks;

- (g) Perform automated searches against KitBash's systems (except for non-burdensome federated search services), including automated "bots", link checkers or other scripts, without prior written permission from KitBash;
- (h) Use the Service or any KitBash Content to create products or perform services which compete with or interfere with the Service, any KitBash Content, or any other products or services of KitBash or its licensors;
- (i) Text mine, data mine or harvest metadata from the Service;
- (j) Impair or overburden the Service or any servers or systems associated with the Service;
- (k) Impersonate any person or entity or otherwise misrepresent your affiliation with any person or entity;
- (l) Violate any Laws or cause KitBash to violate any Laws. For purposes of these Terms of Service, "Laws" means applicable federal, international, state and local laws, statutes, rules, regulations and ordinances, including any judgment or order of any court or governmental authority, and specifically includes, without limitation, all applicable anti-bribery and anti-corruption laws and regulations, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010, and all applicable privacy and data protection laws;
- (m) Use the Service and/or any KitBash Content in any manner that violates, infringes, or misappropriates the intellectual property rights, publicity or privacy rights, or other proprietary rights of any third party;
- (n) Introduce to the Service or any other KitBash systems or software any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- (o) Download all or parts of the Service and/or any KitBash Content in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the Service and/or the KitBash Content, in any form; or
- (p) Use the Service or any KitBash Content to create or develop any competing product or service, or any other product or service that emulates the features and/or functions of the Service and/or the KitBash Content.

8. Payments.

(a) KitBash may provide certain paid or free services associated with the use of the Service, in its sole discretion. All fees charged by KitBash may be modified or changed at any time in its sole discretion. When your use of the Service requires the payment of a fee, you will have the opportunity to review and accept the fees that you will be charged. If you do not agree to pay the fee, do not proceed with your transaction. Unless otherwise stated, all fees are quoted in U.S. Dollars.

(b) You are responsible for paying all fees and applicable taxes associated with your use of the Service in a timely manner with a valid payment method. You agree at all times to keep your payment information current and complete. Except as otherwise set forth in these Terms of Service, KitBash does not provide refunds.

(c) If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms. This includes charging other payment methods on file with us, or retaining collection agencies and legal counsel, in our discretion.

9. Third Parties Websites, Materials and Content.

(a) The Service may link to other websites. These links may be provided by KitBash as a convenience to you. If you deal with a linked site, your transaction is not with KitBash so you should review the linked site's "terms of use," other contract(s) and/or privacy notice before completing your transaction.

(b) KitBash may further use third party services, software or applications in making available the Service to you. You agree to comply with any and all third party license terms, terms of use, or terms of service applicable to any such third party service, software or applications, and shall not take or fail to take any act that would cause KitBash to be in breach or violation of any such third party license terms, terms of use, or terms of service. You further acknowledge and agree that KitBash shall not be responsible for, and shall have no liability to you in connection with, the unavailability, failure of, or your inability to use, any such third party service, software or applications.

(c) The Service may display or make available, and the KitBash Content may include, third party content (including data, information, and/or materials) (collectively, "Third Party Materials"). You acknowledge and agree that KitBash is not responsible for the Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. KitBash does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials.

(d) You acknowledge and agree that KitBash: (i) linking to any third party website; (ii) using any third party services, software or applications; or (iii) providing any Third Party Materials, does not constitute or imply an endorsement by KitBash of the third party provider. The providers of any third party services, software or applications or Third Party Materials may be third party beneficiaries of these Terms of Service having the right to enforce these Terms of Service in accordance with the terms thereof.

10. Monitoring and Enforcement.

(a) KitBash may: (i) disclose your identity or other information about you to any third party who claims that Your Content or any other material posted by you by or through the Service violates their rights, including their intellectual property rights, publicity rights, or their right to privacy; or (ii) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities, third parties or court order requesting or directing us to disclose the identity or other information (including Your Content) of any User posting any materials on or through the Service.

(b) We do not commit to reviewing any of Your Content or any other user content or materials before it is posted or transmitted through the Service, and cannot ensure prompt removal of objectionable material after it has been posted or transmitted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content, including any of Your Content, provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this Section.

11. No Commercial Use; Authorization.

You may use the Service for your internal, non-commercial use solely for lawful purposes in compliance with these Terms of Service. If you are using the Service on behalf of any entity, you represent and warrant that you are authorized to accept these Terms of Service on such entity's behalf, and that such entity agrees to indemnify KitBash pursuant to Section 17 below.

12. NO WARRANTIES.

YOU AGREE THAT THE SERVICE AND ALL KITBASH CONTENT IS PROVIDED BY US OR ANY OF OUR EXISTING OR FUTURE VENDORS, AFFILIATES OR AGENTS "AS IS" AND "WITH ALL FAULTS," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. KITBASH DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AND DISCLAIMS ALL SUCH REPRESENTATIONS, WARRANTIES, CONDITIONS AND DUTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, RESULTS, ACCURACY, COMPLETENESS, PRIVACY OR SECURITY AND ANY IMPLIED WARRANTIES CREATED BY TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. WE FURTHER DISCLAIM ALL DUTIES TO YOU, IF ANY SUCH DUTIES EXIST, INCLUDING BUT NOT LIMITED TO GOOD FAITH AND FAIR DEALING, REASONABLE CARE, WORKMANLIKE EFFORT, AND LACK OF NEGLIGENCE. IF A DUTY CANNOT BE DISCLAIMED, YOU AGREE THAT THE STANDARD USED TO MEASURE KITBASH'S PERFORMANCE OF THAT DUTY WILL BE INTENTIONAL MISCONDUCT. ALSO, THERE IS NO WARRANTY OF TITLE OR AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY ASPECT OF THE SERVICE OR AGAINST INFRINGEMENT. YOU EXPRESSLY WAIVE ALL DUTIES, CONDITIONS AND ALL WARRANTIES THAT MIGHT EXIST BUT FOR THIS SECTION. ALL RISK IN CONNECTION WITH THE USE OF THE SERVICE AND/OR ANY KITBASH CONTENT IS WITH YOU.

13. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AGREE THAT NEITHER KITBASH NOR ANY OF ITS EXISTING OR FUTURE AFFILIATES, SUPPLIERS OR AGENTS WILL BE LIABLE TO YOU AND/OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, OR FOR DAMAGES FOR LOST PROFITS, FOR LOSS OR IMPAIRMENT OF PRIVACY, SECURITY OR DATA, FOR FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY DUTY OF GOOD FAITH, WORKMANLIKE EFFORT OR OF LACK OF NEGLIGENCE), OR FOR ANY OTHER SIMILAR DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO ANY BREACH OR OTHER ASPECT OF THESE TERMS OF SERVICE OR THE SERVICE, EVEN IF KITBASH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY OR MISREPRESENTATION.

14. EXCLUSIVE REMEDY.

IF FOR ANY REASON KITBASH IS FOUND LIABLE HEREUNDER, KITBASH'S TOTAL LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF: (i) THE FEES YOU HAVE PAID TO KITBASH IF ANY, IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE CAUSE OF ACTION GIVING RISE TO THE LIABILITY; OR (ii) \$100 USD. YOU AGREE THAT ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATED TO YOUR RELATIONSHIP WITH KITBASH MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, YOUR CLAIM IS PERMANENTLY BARRED. THE DAMAGE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF SERVICE SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. Termination or Cancellation.

As noted above, these Terms of Service are a legally binding agreement between you and KitBash with respect to your use of the Service. Either we or you may terminate this agreement with or without cause or prior notice. You will still be liable for payment of any amounts due or other obligations incurred prior to termination, and if you use the Service after such termination, that use will constitute your new agreement to these Terms of Service. If applicable Laws require that we provide notice of termination or cancellation, we may give prior or subsequent notice by posting it on the Service or by sending a communication to any address (email or otherwise) that we have for you in our records. KitBash's rights under these Terms of Service that by their terms, nature, sense or context are intended to survive the termination of these Terms of Service shall survive such termination. Without terminating your right to use the Service pursuant to these Terms of Service, we may suspend or block your access to the Service whenever it appears to us that you might be breaching or violating these Terms of Service or otherwise about to cause harm or damage to us or others. No breach of these Terms of Service by KitBash shall be deemed a material breach unless KitBash is first given not less than fifteen (15) business days to cure the breach.

16. Applicable Law and Exclusive Forum.

The Service is controlled by us from our offices within the United States and is intended for United States users only. If you choose to access the Service from locations outside the United States, you do so at your own risk and are responsible for compliance with applicable local laws. You may not use or export anything from the Service in violation of U.S. export laws and regulations or these Terms of Service. You agree that these Terms of Service, and all claims of every nature (including without limitation, contract, tort and strict liability) relating to any aspect of the Service, shall be governed by the laws of the State of Oregon, U.S.A., without regard to its conflicts of laws provisions and without regard to where performance is made. THESE TERMS OF SERVICE WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS

CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. You agree that any disputes shall be heard exclusively in an appropriate forum located in Multnomah County, Oregon. You also consent to jurisdiction in a state or federal court sitting in Multnomah County, Oregon and waive any claim or defense that such forum is not convenient or proper, and consent to service of process by any means authorized by Oregon or U.S. federal law.

17. Indemnity.

You agree to indemnify, defend and hold harmless KitBash, its licensors, affiliates, successors and assigns, and each of the officers, directors, members, employees, agents, and representatives of the foregoing, for, from and against any and all losses, liabilities, damages, fees, penalties, claims and demands (actual or alleged), and costs and expenses (including reasonable attorneys' fees and legal costs), arising out of or related to your breach of these Terms of Service, your violation of any Laws, your infringement of any third party intellectual property rights, or the use of your User account by a third party. KitBash reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to reasonably assist and cooperate with KitBash in the defense thereof.

18. Notices, Including Our Address for Legal Notices.

(a) We may give you notice by any lawful method, including (without limitation) legal notices and notices of subpoenas. We may provide the notices by posting them on the Service or by giving them by email or postal mail to any address that we have for you. You agree to update your address as appropriate and to check for notices posted on the Service.

(b) You agree to send us notice by mailing it to "Our Address for Legal Notices" which is 8605 Santa Monica Blvd, PMB 90726, West Hollywood, CA 90069, or by emailing it to us at info@kitbash.com.

19. Amendments.

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Service thereafter. Your continued use of the Service following the posting of revised Terms of Service means that you accept and agree to the changes. We encourage you to check these Terms of Service often for updates.

20. Agreement; Miscellaneous.

These Terms of Service, which incorporate by reference any: (i) additional terms on the Service or otherwise provided by us for particular activities; and (ii) disclosures provided by us and consents provided by you on the Service, constitute the entire agreement between us and neither party has relied on any representations made by the other that are not expressly set forth in these Terms of Service. If any part of these Terms of Service is found by a court of competent jurisdiction to be invalid, then that part will be deemed superseded by an enforceable provision that most closely matches the intent of the original and honors the allocation of risks in these Terms of Service and the remainder of these Terms of Service will continue in effect. Our failure to act with respect to a breach does not waive our right to act as to subsequent or similar breaches. Time is of the essence in connection with your performance under these Terms of Service. Except as set forth in Sections 9 and 17 above, there are no third party beneficiaries of any part of these Terms of Service. These Terms of Service are personal to you, and are not assignable, transferable, or sublicensable by you except with KitBash's prior written consent, which KitBash may withhold for any reason or no reason. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under these Terms of Service, the prevailing party will be entitled to recover its reasonable costs and attorneys' fees.

21. No Class Actions.

Each party expressly waives their right to file a class action or seek relief on a class basis. YOU AND KITBASH AGREE THAT EACH PARTY 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.

22. Waiver of Jury Trial.

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE, OR THE SUBJECT MATTER OF THESE TERMS OF SERVICE.

23. Further Information.

If you would like to receive our legal name and address by email or request any additional information from KitBash, please provide us your email address by sending your request, in writing, to Our Address for Legal Notices. If you have a complaint, you may contact us at the address(es) set forth in Section 18.

24. Notice of Copyright Agent.

KitBash respects the intellectual property rights of others and requests that you do the same. Anyone who believes that their work has been reproduced in the Service in a way constituting copyright infringement may provide a notice to the designated Copyright Agent for the Service containing the following: (i) an electronic or physical signature of a person authorized to act on behalf of the owner of the copyright interest; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material; (iv) the address, telephone number, and, if available, an email address at which the complaining party may be contacted; (v) a representation that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a representation that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Copyright infringement claims and notices (but not other notices) should be sent to the attention of our Copyright Agent, in the following manner:

by mail: 8605 Santa Monica Blvd, PMB 90726, West Hollywood, CA 90069

by email: info@kitbash.com

Please use the same procedure for any claimed infringement of any trademark rights or infringements or misappropriations of other intellectual property or third party rights.

25. Notice About Trademarks.

KITBASH3D®, GREYSCALEGORILLA™, CARGO®, and KITBASH® and any associated logos or designs are registered or unregistered trademarks of KitBash LLC. All other trademarks and logos on the Service and/or in the KitBash Content are the property of their respective owners. All rights are reserved.