

AB-587 Terms of Service Report

Name of Platform: Sketchfab (<https://sketchfab.com>)

Reporting Period: July 1, 2023 – September 30, 2023 (Q3)

Sec. 22677 (a)(1) The current version of the terms of service of the social media platform.

The current Sketchfab Terms of Use are attached hereto as Exhibit A.

Sec. 22677 (a)(2) If a social media company has filed its first report, a complete and detailed description of any changes to the terms of service since the previous report.

N/A

Sec. 22677 (a)(3) A statement of whether the current version of the terms of service defines each of the following categories of content, and, if so, the definitions of those categories, including any subcategories:

- (A) Hate speech or racism.
- (B) Extremism or radicalization.
- (C) Disinformation or misinformation.
- (D) Harassment.
- (E) Foreign political interference.

The Sketchfab Terms of Use prohibit content that is “pornographic, dehumanizing, threatening, harassing, libelous, hate-oriented, harmful, defamatory, racist, xenophobic, or illegal,” misrepresenting one’s identity, or otherwise related to any unlawful activities. The Sketchfab Terms of Use do not specifically define these terms, but Sketchfab enforces its prohibitions through the considered judgment of its human moderators, who make context-specific decisions about what content is inappropriate (or prohibited), taking into consideration, among other things, the common meaning and usage of words and phrases, as well as other contextual factors, such as visual depictions accompanying text.

Sec. 22677 (a)(4) A detailed description of content moderation practices used by the social media company for that platform[.]

As general background, Sketchfab is an online platform for the viewing and publishing of digital art. Users can also buy, sell, and share such art models through the site. Users may post certain user-generated content to the site through the following means: (1) art uploaded to the site, known as “Models;” (2) comments published by users on a given Model; (3) curated public folders of Models, known as “Collections;” and (4) public artist profiles. Such user-generated content is collectively referred to as “UGC”. Users are not able to privately message or otherwise directly contact other users through the site.

1. Policies & Definitions

The Sketchfab Terms of Use prohibit content that is “pornographic, dehumanizing, threatening, harassing, libelous, hate-oriented, harmful, defamatory, racist, xenophobic, or illegal,” misrepresenting one’s identity, or otherwise related to any unlawful activities. In addition, Sketchfab employs a support team of moderators to screen user content and respond to Community Reports (as defined below). Moderators are empowered to remove content or ban users if the content in question violates the Sketchfab Terms of Use. In

weighing these decisions, Sketchfab moderators consider, among several factors, the common meaning and usage of words and phrases, as well as other contextual factors, such as visual depictions accompanying text.

2. Content Moderation Practices

Content moderation on Sketchfab occurs through (1) pre-publication restricted tags selected by the user responsible for uploading such Models; and (2) post-publication support tickets submitted by users for potentially problematic UGC (collectively, “Community Reports”). Sketchfab does not currently employ any automated methods or filters on the site to automatically screen UGC prior to or after publication to the site. Moderation of UGC occurs on an individual basis. While groups of individuals may coordinate outside of the site, Sketchfab addresses violations of its terms on an individual basis.

a. “Restricted” Tags & Community Reports

When uploading Models to the site, users are required to flag Models that contain elements of obvious nudity or other mature themes with the “Restricted” tag. Models that are erotic or overtly sexual in nature are prohibited and will be removed once reported, as described below. Restricted Models will not be seen by users by default, unless the user registers for an account and disables this setting in their user profile, or manually enables “Restricted” content through search filters on the site.

After UGC has been published to the site, Sketchfab enables users that are logged in to report UGC on the site through Community Reports. Users may note the reason for their Community Report to assist Sketchfab in its review. Community Reports are reviewed by members of the Sketchfab support team thereafter.

All Community Reports are manually reviewed by human team members, who will take appropriate actions based upon the nature of the violation and the type of UGC involved. For reported comments, moderators will remove the comment if deemed to be in violation of Sketchfab’s terms. For reported Models, moderators will first assess whether the Model has properly been flagged as “Restricted,” if applicable. If the Model qualifies for a Restricted tag and the user failed to properly tag the Model, the Model will be tagged appropriately and the user will be notified of their failure to properly tag their Model. If the Model qualifies for more than a Restricted tag or otherwise violates Sketchfab’s terms, the Model will be immediately removed from the site. For reported Collections, moderators may delete an entire Collection if the name of the Collection is in violation of Sketchfab’s terms. However, the underlying Models contained in a Collection, unless individually reported, will not be impacted by the deletion of a related Collection. Lastly, for reported user profiles, if a user’s posted biography (“About” profile section) or username violates Sketchfab’s terms, moderators may delete the profile in its entirety or delete a portion of the profile (e.g., the biography or profile image) and require the user to replace it.

b. Notifications & Profile Strike System

After the resolution of a Community Report, the moderator responsible will send a prepopulated message to the user’s associated email address that notifies the user of the action taken against their UGC (e.g., either its removal or correct tagging, where applicable). Sketchfab retains records of the outcome of such reports. Each Community Report that results in the removal or re-tagging of any UGC is known as a “strike” against the user. In accordance with Sketchfab’s policy, if a user accrues three strikes within a three-month period, Sketchfab will notify the user that their account will be deleted due to repeated violations of Sketchfab’s terms. However, as mentioned, user profiles may be immediately deleted in certain situations where removal of UGC is not feasible, such as a violating username, extreme violations (e.g., pornography), or clear evidence that the user is not real or acting in good faith (e.g., bot accounts, irrelevant spam, or solicitation).

Sketchfab does not currently have a formal appeals process for its decisions to either issue strikes or delete user profiles. Reported users may submit an informal request for moderators to review their decisions, which are addressed on a case-by-case basis and vary depending on the specific facts.

c. Payment Misconduct or Fraud

Sketchfab uses a third-party provider to facilitate payments between users, and this third-party provider is responsible for investigating and taking disciplinary action where appropriate for its own platform. In extraordinary circumstances of payment fraud, Sketchfab will attempt to ban the user’s IP address.

3. Translations

The Sketchfab site has, since its launch, only been offered in English. Sketchfab does not directly enable users to convert the site into any other languages.

Sec. 22677 (a)(5)(A) Information on content that was flagged by the social media company as content belonging to any of the categories described in paragraph (3), including all of the following:

(i) The total number of flagged items of content.	<p><u>Total number of Reported Items: 856</u></p> <ul style="list-style-type: none"> • Users: 204 • Reviews: 94 • Models: 485 • Comments: 22 • Collections: 4 • Miscellaneous: 69
(ii) The total number of actioned items of content.	This data was not collected or retained during the Reporting Period.
(iii) The total number of actioned items of content that resulted in action taken by the social media company against the user or group of users responsible for the content.	This data was not collected or retained during the Reporting Period.
(iv) The total number of actioned items of content that were removed, demonetized, or deprioritized by the social media company.	This data was not collected or retained during the Reporting Period.
(v) The number of times actioned items of content were viewed by users.	This data was not collected or retained during the Reporting Period.
(vi) The number of times actioned items of content were shared, and the number of users that viewed the content before it was actioned.	This data was not collected or retained during the Reporting Period.
(vii) The number of times users appealed social media company actions taken on that platform and the number of reversals of social	This data was not collected or retained during the Reporting Period.

media company actions on appeal disaggregated by each type of action.	
Sec. 22677 (a)(5)(B) All information required by subparagraph (A) shall be disaggregated into the following categories:	
(i) The category of content, including any relevant categories described in paragraph (3).	This data was not collected or retained during the Reporting Period.
(ii) The type of content, including, but not limited to, posts, comments, messages, profiles of users, or groups of users.	Please see response provided for Sec. 22677 (a)(5)(A)(i) above.
(iii) The type of media of the content, including, but not limited to, text, images, and videos.	Please see response provided for Sec. 22677 (a)(5)(A)(i) above.
(iv) How the content was flagged, including, but not limited to, flagged by company employees or contractors, flagged by artificial intelligence software, flagged by community moderators, flagged by civil society partners, and flagged by users.	UGC items are flagged through Community Reports submitted by users. For more information, please see the response provided for Sec. 22677 (a)(4) above.
(v) How the content was actioned, including, but not limited to, actioned by company employees or contractors, actioned by artificial intelligence software, actioned by community moderators, actioned by civil society partners, and actioned by users.	UGC items are actioned by Sketchfab employees. For more information, please see the response provided for Sec. 22677 (a)(4) above.

Exhibit A

Terms of Use

Effective December 22, 2023

Sketchfab, Inc. (“Sketchfab,” “we” or “us”) is pleased to provide you with access to the Sketchfab platform, which allows a user (“User” or “you”) to upload, download, and/or publish 3D files on the Sketchfab website, or embed on third-party websites by means of our proprietary viewer. All elements of the Sketchfab platform, along with our proprietary 3D viewing technology and software, are referred to herein as the “Services,” and may be modified from time to time at our sole discretion.

By registering with us, or by using the Services, you agree to be bound by these Terms of Use (the “Agreement,”) which we may update from time to time. Your continued use of the Services (or any User Content downloaded from the Services) constitutes your consent to such changes. PLEASE READ THIS AGREEMENT CAREFULLY AND CHECK THESE TERMS OF USE PERIODICALLY FOR CHANGES. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE THE SERVICES.

IMPORTANT NOTICE: YOUR USE OF THE SERVICES IS SUBJECT TO AN ARBITRATION PROVISION IN SECTION 11, REQUIRING ALL CLAIMS TO BE RESOLVED VIA BINDING ARBITRATION, AND A WAIVER OF THE RIGHT TO BRING OR JOIN CLASS ACTIONS.

For information regarding how we use and protect your personal information, please see the Sketchfab Privacy Policy (“Privacy Policy”), available at <https://sketchfab.com/privacy>.

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1. General Conditions

1.1 Description of Services. Sketchfab is pleased to offer free services (“Free Services”) with limited functionality, as well as various tiers of paid services (“Paid Services”) plans with enhanced functionality. Detailed descriptions of the Free Services and Paid Services plans, including pricing, duration, and features, are available at <https://sketchfab.com/plans>.

1.2 Account. A Sketchfab account is required in order to take full advantage of the Services. The account can be created directly by filling out the appropriate form, or via third-party website accounts such as Twitter, Google or Facebook. You agree to provide only accurate and true information in connection with the creation of your account, and to update your information as necessary so it remains accurate and current. You may not transfer your account to any third party. You are responsible for keeping your account login information confidential and for any and all activities that occur under your account. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your account or other breach of security on the Services. You will have the ability to pick any available usernames to link to your account. Please note that Sketchfab retains the right at any time to deactivate, reallocate or rename your username at its sole discretion. In the event of the deactivation, reallocation or renaming of your username all your User Content and Services shall continue to remain associated with your account, subject to the terms of this Agreement.

1.3 Access. We may, in our sole discretion, refuse to offer the Services to any person or entity. We may, in accordance with this Agreement and Section 9 hereof, terminate your right to use the Services, or any portion of thereof, and block or prevent your future access to and use of the Services or any portion thereof.

1.4 Minors. THE SERVICES ARE NOT INTENDED FOR CHILDREN UNDER 18, and persons under the age of 18 are prohibited from registering with or using the Services. You represent and warrant that you are more than 18 years of age. This provision is void where prohibited by law and the right to access the Services is revoked in such jurisdictions.

2. Subscriptions and Purchases

2.1 Pricing. The pricing of our various Paid Services options is available at <https://sketchfab.com/plans>. Payment is due at the beginning of each subscription period, payable securely via PayPal (www.paypal.com). Sketchfab shall email payment invoices to Users upon request. In the event of a pricing change to your Paid Services plan, we will inform you within 2 (two) months before the new prices take effect. If you do not wish to continue your current Paid Services plan with the new prices, you may cancel your Paid Services plan.

2.2. Representations. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE THE PAYPAL ACCOUNT, AND ANY BANK ACCOUNTS OR CREDIT CARD(S) ACCESSED THROUGH THE PAYPAL ACCOUNT, THAT YOU USE TO PAY FOR THE SERVICES. You agree to pay all charges incurred by you or any users of your account at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Verification of information applicable to a purchase may be required prior to our acceptance of any order.

3. Ownership of Sketchfab Content

3.1 Generally. By using the Services, you will encounter “Sketchfab Content,” which includes all of the images, text, information, data, audio, video, graphics and other material included on or otherwise made available through the Services, excluding User Content. “User Content” includes all the 3D models, images, audio, and related content, as well as User comments, uploaded by Users. Except as otherwise set forth in this Agreement, we do not claim ownership over any User Content.

3.2 Ownership. All Sketchfab Content is owned by Sketchfab, Inc. or its licensors, and is protected by U.S. and international copyright laws, trademark laws and/or other proprietary rights and laws. As between you and Sketchfab, Inc. and its licensors, Sketchfab, Inc. or its licensors own and retain, solely and exclusively, all rights, title and interest in and to the Services, and all Sketchfab Content that we or our licensors create and that we make available to you through the Services, including but not limited to any and all copyrights, trademark rights, trade secret rights, patent rights, database rights and other intellectual property and proprietary rights therein. The trademark SKETCHFAB and all associated logos and the other trademarks, service marks, logos and trade names displayed on or in connection with the Services are the registered and unregistered trademarks and service marks of Sketchfab, Inc. or third parties in the United States and/or other countries. Your use of the Services does not grant you any ownership over any Sketchfab Content, and except for the limited license we grant you under this Agreement, your use of the Services does not grant you any license or permission under any copyright, trademark or other intellectual property rights of Sketchfab, Inc. or any third party. We reserve all rights not expressly granted to you in this Agreement.

3.3. Service and Content License. We grant you a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to use the Services as they are provided to you by us, only as set forth in this Agreement. Except as expressly permitted in this Agreement, you may not reproduce, distribute, adapt, modify, translate, create derivative works from, publish or otherwise use any portion of the Services or Sketchfab Content for any purpose without express prior written permission from us or the applicable rights holder. Any commercial exploitation of the Services or Sketchfab Content without express prior written permission from us or the applicable rights holder is strictly prohibited.

3.4 Software. All software and software-as-a-service (SAAS) used in connection with the Services (“Software”) is proprietary to us or to third parties, and except as may be required to exercise the foregoing license grant, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation or reduction of such software to human-readable form is prohibited. You agree that we may update the Software without notice, at any time and in our sole discretion, and that this Agreement will apply to any updated versions.

4. User Content

During the operation of the Services, Users may upload certain User Content including, without limitation, 3D models. You remain the owner of your User Content at all times, and Sketchfab does not claim any ownership rights in your User Content. User Content is otherwise subject to the following provisions. This Agreement applies to all the User Content that you contribute onto our Website during the term of this Agreement.

4.1 Generally. You are solely responsible for ensuring that any User Content you submit to the Services complies with any applicable laws and third party rights, including but not limited to any intellectual property, privacy, and publicity, rights and laws, and that all required notices have been provided to, and required consents and releases have been obtained from, individuals who are the subject of, or owners of, any User Content. Sketchfab always has the right, in its sole discretion, to review User Content in advance for quality and technical purposes, and to accept or reject any given User Content in its sole discretion. You agree that your use of any User Content downloaded from the Services will always be subject to the most-current version of the License Agreement or Creative Commons license, as applicable (additional details of which are provided below); accordingly, you agree that your continued use of any such User Content constitutes your acceptance of the terms of any new version of the License Agreement or Creative Commons license, applicable to such User Content, as we may update from time to time.

4.2 User Content License.

4.2.1 Use by us.

(a) License to Provide and Improve the Services. By using the Services, you grant a worldwide, non-exclusive, royalty-free, fully paid-up, perpetual, irrevocable, sub-licensable (through multiple tiers) right and license to Sketchfab to use, reproduce, publicly display, adapt, modify, reformat, and distribute User Content as necessary to , improve and promote the Services; provided that to the extent User Content includes personal data, we shall not use such personal data for any purpose other than providing the Services and as further set forth in our Privacy Policy at <https://sketchfab.com/privacy>. You further grant Sketchfab the right to use your name and trademarks, if any, in connection with our use of your publicly shared User Content for the purposes set forth in this Section 4.2.1.

(b) License for Safety and Discovery Tools. We use automation to moderate content and improve discovery. This helps us provide a safe and trustworthy service, enforce our rules and make it as easy as possible for you to discover the quality content that you are looking for. Sketchfab and our affiliate, Epic Games, Inc. (“Epic”), use User Content to improve (1) our internal safety tools (“Safety Tools”) to ensure all of our products and services comply with Epic’s [Content Guidelines](#) and [Epic Community Rules](#) and (2) our search and recommendation tools to improve users’ ability to discover content across all of our products and services ((1) and (2), collectively, “Safety and Discovery Tools”).

You additionally grant a royalty-free, perpetual, world-wide, fully sub-licensable (through multiple tiers) license to Epic limited to using, copying, editing, modifying, inputting, and integrating User Content into and in connection with the development and testing of Epic’s Safety and Discovery Tools.

For more information about the technologies used in Epic’s Safety and Discovery Tools, please see Section 14(c) below.

4.2.2 Use by others for free. Users may make User Content available to other users for download for free via either the [License Agreement](#) or one of several Creative Commons licenses. For more information on Creative Commons, see <https://creativecommons.org/licenses/>. The User is solely responsible for choosing the appropriate license, if any, under which the Content is available for download. By downloading User Content made available by other Users, you agree to adhere to the terms of the license that applies at the time of download.

4.2.3 Use by others for a fee. Subject always to these Terms of Use, you may also elect to make your User Content available to other users for download for a fee. In such event, you will grant other users a license to use your User Content for the purposes and under the conditions detailed in the [License Agreement](#). For the different types of licenses and details thereof, please see the [License Agreement](#). Each such license is subject to payment of a license fee by the other users (whether one-time or subscription based), and Sketchfab is entitled to a commission thereon, at the then-current rates detailed [here](#). You acknowledge and agree that Sketchfab and its parents, affiliates, subsidiaries, co-venturers and licensed affiliates are intended third-party beneficiaries of the License Agreement.

4.2.4 Download API. Users who make their User Content available to other Users under Articles 4.2.2 and 4.2.3 of these Terms acknowledge and accept that their User Content (i) may be made available and (ii) can be downloaded from a third party application or website, through the download API operated by Sketchfab. For the avoidance of doubt, said Users specifically grant to Sketchfab a license over their User Content covering all use related to the development, distribution, provision, improvement and promotion of the download API operated by Sketchfab.

Users accessing and downloading User Content through the download API operated by Sketchfab shall be authenticated and it is expressly agreed that: (i) the use of the download API is governed by these Terms and each User’s plan; and (ii) the authenticated User accessing and downloading the User Content shall be responsible for complying with the terms of the license governing said User Content.

4.3 User Representations. User acknowledges and agrees that it is solely responsible for all User Content uploaded through the Services. By submitting User Content, you represent and warrant that (i) you own or otherwise control all of the rights to your User Content, (ii) you have obtained all required consents and releases,

including, but not limited to, the right to use an individual's name and likeness in accordance with an individual's right of publicity, (iii) you have not and will not violate any individual's rights, including without limitation any intellectual property rights or rights under applicable privacy laws, (iv) the use of your User Content does not violate this Agreement or applicable law, and will not violate any rights of or cause injury to any person or entity, (v) your User Content will not violate the additional content restrictions set forth in Section 5 of this Agreement, (vi) where your User Content is made available under a license that permits other users to redistribute that content (including as part of a larger work) and was created using Generative AI Programs, you have applied the "CreatedWithAI" tag, and that (vii) to the greatest extent permitted by law, you hereby irrevocably and unconditionally waive any and all moral rights whatsoever, or any rights of a similar nature, in your User Content, for the benefit of or in favor of Sketchfab, including any right to be associated with your User Content (right of paternity) or any right to restrict or prevent the modification or use of your User Content in any manner whatsoever (right of integrity). To the extent you retain any such moral rights under applicable law, you hereby agree not to assert them against Sketchfab or other Sketchfab users in any manner whatsoever.

4.4 User Feedback. We appreciate your feedback and suggestions about our Services, but you agree that any feedback or suggestions submitted to us about the Services are entirely voluntary and that we will be free to use any such feedback or suggestions as we see fit and without any obligation to you.

4.5 Right to Monitor, Moderate or Remove. You agree that you bear all risks associated with your User Content and the licensing thereof. You are solely responsible for safeguarding your User Content, and Sketchfab has no duty to store copies of User Content for future availability to you or any user except as otherwise provided under this Agreement. Sketchfab does not knowingly permit the infringement of intellectual property rights on the Services, and will remove User Content from the Services if properly notified that such User Content infringes on another's intellectual property rights. We reserve the right to remove User Content from the Services and terminate any licenses thereto, in whole or in part, without prior notice, for any reason or for no reason at all. Without limiting our right to terminate a User pursuant to Section 9 of this Agreement, we reserve the right to terminate the account of any User of the Services who has been notified of infringing activity more than twice and/or has had User Content removed from the Service more than twice. We also reserve the right to decide whether User Content is appropriate and complies with this Agreement for violations other than violations of intellectual property law. This shall extend to the right of Sketchfab to edit, modify, moderate, re-format, change or otherwise remove all or part of the descriptions, comments and/or annotations that you and/or third parties add and/or make in relation to your User Content, in any manner that We may determine, whenever We deem it appropriate.

5. User Restrictions and Obligations

It is important to us that the Services be used safely, and in accordance with the law, for the enjoyment of all Users. You agree that you will not use the Services to:

1. Decompile, disassemble, reverse engineer, copy, transfer, or otherwise use the Services, Sketchfab Content, and User Content except as permitted by this Agreement;
2. Promote any illegal activity, or advocate, promote or assist any unlawful act;
3. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement and our [Privacy Policy](#);
4. Transmit any material or content that is pornographic, dehumanizing, threatening, harassing, libelous, hate-oriented, harmful, defamatory, racist, xenophobic, or illegal;
5. Transmit any material or content that is inappropriate for families or otherwise suitable only for audiences over the age of 13, except where such content is appropriately labeled as "Restricted" and conforms to the [Sketchfab Restricted Content Policy](#);

6. Transmit any material or content that attempts to falsely state or otherwise misrepresent your identity or affiliation with a person or entity;
7. Transmit material or content that promotes, provides, or relates to instructional information about illegal activities or promotes physical harm or injury against any individual or group;
8. Transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
9. Transmit or encourage the transmission of any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright, patent, or right of publicity, or which otherwise constitutes or promotes counterfeit materials or goods;
10. Use the Services in a manner that (a) is likely to interrupt, suspend, slow down or hinder the continuity of the Services, (b) constitutes an intrusion or attempt to break into the Services or Sketchfab’s computer or networking systems, (c) will divert of the Services’ system resources, (d) may place a disproportionate load on the infrastructure of the Services, and (e) constitutes an attack on security and authentication measures of the Services or Sketchfab’s computer or networking systems;
11. Intrude into a third party’s computer system, engage in any activity that may damage, control, interfere with or intercept all or part of a third party’s computer system and violate its integrity or security, or otherwise transmit any materials or content that is harmful for third party information systems (including but not limited to viruses, worms, Trojans);
12. Otherwise use the Services for purposes other than those for which they were designed;
13. Except where explicitly allowed by this Agreement, collect, aggregate, mine, scrape, or otherwise use any Sketchfab Content or User Content for the purposes of publishing, selling, distributing or otherwise making the content available to others to use, download or copy; or
14. Collect, aggregate, mine, scrape or otherwise use NoAI Content (i) in datasets utilized by Generative AI Programs; (ii) in the development of Generative AI Programs; or (iii) as inputs to Generative AI Programs.

The User is not permitted to modify the design or alter the appearance of the Sketchfab viewer (e.g., in embeds or screen captures) other than by using the available embed customization options and the “Viewer API” methods provided by Sketchfab, and according to the User’s plan (Basic, Pro, Premium, Enterprise). Removing, hiding, or altering the Sketchfab logo watermark is prohibited to all users, under all plans except Premium and Enterprise.

Generally, we do not limit or impose additional fees for traffic consumption on Self-Serve accounts (Free, Pro, Premium). However, this policy is subject to fair use: If your aggregate traffic usage (across all your models) is higher than 99% of Self-Serve users on our platform in any calendar month, we may, at our discretion, charge fees for excessive usage, require you to upgrade to a more suitable plan, or terminate your account(s) upon advance written notice. If this occurs on your account, someone on our team will reach out to you about next steps. It’s worth noting that most accounts never reach this threshold.

You agree to inform Sketchfab promptly about any legal complaint, claim or action related to the User Content you have uploaded using the Services.

6. Warranty Disclaimers, Limitations of Liability, Indemnity

DISCLAIMER OF WARRANTIES. SKETCHFAB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SERVICES OR THE SKETCHFAB CONTENT. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. SKETCHFAB, INC. EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND

WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING: (i) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE; (ii) THAT THE SERVICES, WEBSITE AND THE SKETCHFAB CONTENT WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR; (iii) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE OPERATION, USE OR OTHER EXPLOITATION OF THE SERVICES, WEBSITE OR THE SKETCHFAB CONTENT; AND (iv) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICES, WEBSITE OR THE SKETCHFAB CONTENT. No advice or information obtained by you from Sketchfab, Inc., or otherwise through the Services, will create any warranty not expressly stated herein.

LIMITATION OF LIABILITY. SKETCHFAB'S MAXIMUM AGGREGATE LIABILITY TO ANY USER WILL BE THE AMOUNT PAID BY SUCH USER TO SKETCHFAB FOR THE PERIOD IN WHICH THE LIABILITY ARISES (UP TO A MAXIMUM OF USD10,000), ONLY IF THE USER HAS PAID FEES FOR USE OF THE SERVICES. SKETCHFAB WILL NOT OTHERWISE BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICE OR FROM ANY INFORMATION, SKETCHFAB CONTENT, DESIGNS, USER CONTENT, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Indemnity. You agree to indemnify and hold Sketchfab and its affiliates, subsidiaries, owners, directors, officers, employees and agents harmless from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses and costs (including without limitation reasonable attorneys' fees) assessed or incurred by Sketchfab directly or indirectly, with respect to or arising out of: (i) your failure to comply with this Agreement; (ii) your breach of your obligations under this Agreement; (iii) your use of the rights granted hereunder, including without limitation any claims made by any third parties; (iv) your violation of any third party right or applicable law, including without limitation any intellectual property, publicity, or privacy, right or law; and/or (v) any claim that any of your User Content caused damage to a third party.

7. International Data Processing

Sketchfab is a company with operations around the world. To help provide you with the Services, we and our service providers may process your data on servers and equipment located in the United States or any other countries where we or they operate. By using the Services, you agree to the transfer of your data to locations that may be outside your country of residence, including the United States. You acknowledge and agree that, as a condition of providing Sketchfab with your data, you can legally transfer it to other countries like the United States for the purposes contemplated under this Agreement. If data includes personal data of data subjects in the European Union, you may be required to enter into a data processing agreement with Sketchfab that includes Controller-to-Processor Standard Contractual Clauses. Other jurisdictions may have their own data processing requirements for some parties and types of data. To learn more about data processing agreements terms that may be available to support your use of the Services, please contact the [Sketchfab support team](#).

8. Intellectual Property Claims

Sketchfab respects the intellectual property rights of others, and complies with the provisions of the Digital Millennium Copyright Act (DMCA) applicable to Internet service providers (17 U.S.C. § 512, as amended). We respond to clear notices of alleged copyright infringement, and infringing materials posted by Users can be identified and removed pursuant to this complaint procedure.

In the event you believe that any User Content on the Services infringes your copyright, please file a notice of infringement using this form:

[FILE A DMCA TAKEDOWN NOTICE](#)

Electronic notification is preferred. You can also file a notice with our designated agent, but processing may be slower than using the link above.

Sketchfab, Inc.
ATTN: Alban Denoyel
440 9th Ave, Suite 1700
New York, NY 10001
DMCA@sketchfab.com

To be effective, any notice submitted to our Copyright Agent must comply with the requirements set forth at 17 U.S.C. § 512(c)(3), and must include substantially the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. A statement that you have 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
5. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Sketchfab will, upon receiving your compliant notice of copyright infringement, contact the User who posted the allegedly infringing User Content concerning the notice of infringement, and expeditiously remove the allegedly infringing User Content. It is our policy to document all notifications of alleged infringement on which we act. A copy of the notification may be sent to one or more third parties who may make it available to the public. Please be advised that it is our policy to terminate the accounts of users that repeatedly violate this Agreement and/or the DMCA Policy.

If you are a User and material that you have uploaded to the Services has been removed or disabled, you may file a counter-notification pursuant to 17 U.S.C. § 512(g). To be effective, the counter-notification must be a written communication sent to the Designated Agent address listed above that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located or, if your address is outside of the

United States, for any judicial district in which Company may be found, and that you will accept service of process from the person who provided notification under subsection 17 U.S.C. § 512(c)(1)(C) or an agent of such person.

If you have a claim related to trademarks, patents, intellectual property, or any other matter other than copyright, please [contact us](#). Please provide detailed information regarding the nature of your complaint, including but not limited to your name and contact information, the subject matter of the complaint, and any additional information that we may require in order to review the matter and take action (or no action) as may be appropriate. Please be advised that we may share the details of your complaint with the User that owns the User Content that is the subject of your complaint, or with appropriate authorities (including law enforcement authorities) if Sketchfab in its sole discretion believes that such action is necessary, or if we are obligated to do so by law.

9. Modifying and terminating the Services

9.1 At any time. Sketchfab reserves the right to modify or stop offering all or part of the Services at any time, at its own discretion, in which case we will provide you with one (1) month's notice.

9.2 For cause. We may terminate your user account or right to access all or portions of the Services at any time, without notice, for conduct that we believe violates this Agreement and/or is harmful to other users, to Sketchfab, to other service or information providers, or to any third parties.

9.3 Survival. After any termination of this Agreement and/or after you otherwise stop using the Services, the following will survive and remain enforceable and in full force and effect: (i) all outstanding obligations between you and us; (ii) all remedies for breach of this Agreement; and (iii) all terms and conditions of this Agreement to the extent necessary for the enforcement of the parties rights and obligations, including, without limitation, the following sections of this Agreement: 3.2; 4.1; 4.3; 4.5; 5; 6; 7; 8 ; 9; 10; 11; and 13.

10. Other Websites and Services

The Services may contain links and features that enable you to access other third-party websites or services ("Third-Party Services") that are not owned or controlled by us. Such Third-Party Services are governed by their own terms of use. We do not control Third-Party Services, and we are not responsible for the contents of any linked site. A link does not imply endorsement of, sponsorship of, or affiliation with the Third-Party Services by Sketchfab. Please exercise caution before proceeding to any Third-Party Services or entering into any transaction with third parties linked to from the Services. Sketchfab may in no circumstances be held liable for the technical availability of Third-Party Services, the content, advertising, products and/or services available on Third-Party Services, or any transactions that take place between a User and Third-Party Services whom the User has been directed via the Services. Sketchfab may in no circumstances be a party to any disputes whatsoever between you and third parties concerning Third-Party Services.

11. Applicable law and jurisdiction; Arbitration

11.1 Applicable law and jurisdiction. The Services are primarily operated by Sketchfab from its offices in the United States and France. Access to the Services from jurisdictions where such access is illegal is prohibited. All matters arising from or relating to this Agreement and the use and operation of the Services shall be governed by the substantive laws of the state of North Carolina, USA, without regard to its conflicts of laws principles, except to the extent the privacy laws of other jurisdictions govern our treatment personal information as described in our [Privacy Policy](#). Without derogation of the obligation to arbitrate set forth in Section 11.2 below, you agree to submit to the personal jurisdiction of the state and federal courts located in Raleigh, North Carolina, USA. If you are accessing the Services from locations outside the United States, including the European Union, you will be

responsible for compliance with all local laws of any such other location, and in no event will you use the Services or User Content in violation of US or EU export laws or regulations.

11.2 Arbitration. All disputes arising out of or relating to this Agreement or the Services shall be resolved exclusively by binding arbitration before a single arbitrator (the “Arbitrator”) in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “AAA”) then in effect and the further procedures set forth herein. (For information on the AAA and its rules, see www.adr.org.) The arbitration shall be conducted in Raleigh, North Carolina, unless the Arbitrator shall determine that that venue is not reasonably convenient to all parties, in which case the Arbitrator shall determine another venue that is. In the event that the AAA is unavailable or unwilling to administer the arbitration, and the parties are unable to agree to a substitute, a substitute shall be appointed by the court. The Arbitrator shall have authority to issue any and all remedies authorized by law. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 2 et seq. Notwithstanding any rules of the AAA to the contrary, any claims shall be adjudicated on an individual basis only, and ALL USERS WAIVE ANY RIGHT TO BRING ANY CLAIM AS A REPRESENTATIVE OF A PROPOSED CLASS, ON AN AGGREGATED OR MASS BASIS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO CONSOLIDATE ARBITRATION PROCEEDINGS WITHOUT THE CONSENT OF ALL PARTIES THERETO. Any award rendered by the Arbitrator shall be final, conclusive and binding upon the parties hereto. In connection with any arbitration proceeding pursuant to these terms and conditions, unless the Arbitrator shall determine otherwise, each party shall bear its own costs and expenses. Notwithstanding the foregoing, Sketchfab shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of Sketchfab, such action is necessary or desirable. Also notwithstanding the foregoing, a User may at their option file an individual claim in any small claims court for disputes or claims within the scope of its subject matter jurisdiction if such court has personal jurisdiction. Sketchfab does not hereby waive any defense that such jurisdiction may be lacking in the User’s jurisdiction.

11.3 Class Action Waiver. To the maximum extent permitted by applicable law, you agree to only bring disputes in an individual capacity and shall not: seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity (e.g., private attorney general actions); or consolidate or combine individual proceedings or permit an arbitrator to do so without the express consent of Sketchfab and all parties to all other actions or arbitrations.

12. Amendment

Sketchfab reserves the right to amend the Agreement at any time by posting a notice on this page, sending an email notification to registered Users, or otherwise notifying Users via the Services. Registered Users will receive notification of forthcoming change one (1) month before the Agreement as amended is effective. Any User using the Services after an amendment has become effective accepts the Agreement as amended. A User who does not accept the amended Agreement shall, before it becomes effective, cease use of the Services.

13. Miscellaneous

This Agreement represents the entire agreement between Sketchfab and the User with respect to the provision of the Services, and all prior representations and understandings, whether written or oral, are excluded. No delay or omission by Sketchfab in exercising any of its rights occurring upon any noncompliance or default by any User with respect to any of the terms and conditions of this Agreement will impair any such right or be construed to be a waiver thereof, and a waiver by Sketchfab of any of the covenants, conditions or terms to be performed by a User will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or terms hereof contained. As used in this Agreement, “including” means “including but not limited to.” If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then the

Agreement will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. You shall not assign or transfer this Agreement or any right or obligation hereunder to any third party. Sketchfab may freely assign this Agreement, including to any purchase of Sketchfab, Inc. and/or its business operations. You agree that the electronic text of this Agreement constitutes a writing, and your assent to the terms and conditions hereof constitutes a “signing” for all purposes.

You consent to receive communications from us electronically, and you agree that we may communicate with you by email or by posting notices on the Services. You agree that all agreements, notices, disclosures and other communications that we provide to you, or that you provide to us, electronically satisfy any legal requirement that such communications be in writing. We are not responsible for any automatic filtering that may be applied to any email notices that we send to the email address you have provided.

The Services are operated by Sketchfab, Inc., a Delaware corporation. General inquiries may be directed to [our support team](#).

14. Artificial Intelligence

(a) Identifying where User Content should not be used with Generative AI Programs

We care about protecting creators and providing the tools to protect their creations. You are able to tag your projects containing your User Content with “NoAI” if you would like such content to be prohibited from use with AI. This tag will not be applied to your uploads or your User Content by default; you must actively designate your projects containing your User Content for the “NoAI” tag to apply. Any User Content that has been tagged, labeled, or otherwise marked “NoAI” via the functionality provided by the platform will be known as “NoAI Content.”

For purposes of this Agreement, “Generative AI Programs” means artificial intelligence, machine learning, deep learning, neural networks, or similar technologies designed to automate the generation of or aid in the creation of new content, including but not limited to audio, visual, or text-based content. You shall not collect, aggregate, mine, scrape, or otherwise use NoAI Content (i) in datasets utilized by Generative AI Programs; (ii) in the development of Generative AI Programs; or (iii) as inputs to Generative AI Programs.

Sketchfab agrees, whether or not your User Content is NoAI Content, that it will not use your User Content or license your User Content to third parties for use (i) in datasets utilized by Generative AI Programs; (ii) in the development of Generative AI Programs; or (iii) as inputs to Generative AI Programs.

(b) Identifying where User Content is created with Generative AI Programs.

If you make User Content available under a license that permits other users to redistribute that content (including as part of a larger work) and such User Content is created using Generative AI Programs, you must tag such User Content using the “CreatedWithAI” tag. Any content uploaded to the Services that has been tagged, labeled, or otherwise marked “CreatedWithAI” via the functionality provided by the platform will be known as “CreatedWithAI Content.” Sketchfab will not apply the “CreatedWithAI” tag to User Content; you are solely responsible for complying with the requirement to tag your User Content.

Under this Agreement, User Content is considered to be created using Generative AI Programs where a material portion of User Content is generated with Generative AI Programs, whether characters, backgrounds, or other material elements. User Content is not considered to be created using Generative AI Programs merely for use of features that solely operate on content (e.g., content-aware fill) or that don’t introduce material Generative AI elements into your work (e.g. AI based image upscaling).

(c) How We use AI in our Safety and Discovery Tools

Epic uses artificial intelligence and machine learning technologies in our Safety and Discovery Tools to make sure our Services and Epic’s other products and services comply with Epic’s [Content Guidelines](#) and [Community](#)

[Rules](#) and to improve our search and recommendations. We use User Content to improve how the Safety and Discovery Tools operate. These tools perform a wide range of safety workloads, like identifying dangerous and illegal content, fraud, spam, unauthorized automation, fake accounts, and content, users or interactions which might break our rules. In addition to safety, we may further classify your content to provide services like search, recommendations and content discovery.

As noted above in Section 14(a), Epic does not use User Content and does not license User Content to third parties for use in datasets for, training of, or as inputs to Generative AI Programs.

The effective date of these Terms of Use is **December 22, 2023**.