

# TERMS OF SERVICE: MY SEWING PATTERNS Software and Application

Operated by Toile Designs LLC

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**1. ACCEPTANCE OF TERMS** By downloading, installing, accessing, or using the MY SEWING PATTERNS mobile application (the “App”) or any associated software, features, or visualization tools (the “Software”), you agree to be bound by these Terms of Service. These Terms constitute a legally binding agreement between you and Toile Designs LLC dba MY SEWING PATTERNS (“Toile Designs,” “we,” “our,” or “us”). Your use of the App or Software constitutes your electronic signature and explicit agreement to these Terms. We reserve the right to modify, amend, or update these Terms at any time at our sole discretion. Any changes will become effective immediately upon posting the updated date above. Your continued use of the App or Software following any updates constitutes absolute acceptance of the revised Terms.

**2. DESCRIPTION OF SERVICE** The App and Software operate as a digital technology platform and directory that allows commercial sewing pattern designers and companies (“Vendors”) to showcase their designs and interactive assets to DIY sewing enthusiasts (“Users”).

- **Intermediary Role:** Toile Designs provides a technology interface for discovery, organization, and digital visualization. We do not manufacture, sell, fulfill, or ship the physical or digital sewing patterns showcased by third-party Vendors.
- **Redirect Model:** The App does not process retail transactions. When you select a pattern to purchase, the App redirects you via an external link to the Vendor’s independent, third-party website to complete your order.

## 3. THIRD-PARTY TRANSACTIONS & CONTENT

- **Independent Commercial Contracts:** Any purchase, download, or transaction you execute after leaving the App is a direct contractual agreement solely between you and the Vendor. Toile Designs LLC is not a party to, nor an intermediary of, that commercial transaction.
- **No Financial Data Collection:** Toile Designs LLC does not collect, process, manage, or store credit card details, billing addresses, payment methods, or end-user purchase histories related to Vendor websites.
- **Vendor Content Disclaimer:** We assume no responsibility or liability for the accuracy, legality, completeness, formatting, or grading quality of the patterns, instructions, imagery, or digital files supplied by third-party Vendors. Any defects, missing files, or product issues must be resolved directly with the respective Vendor.

**4. FINANCIAL DISCLOSURE (PPC, FEES, & COMMISSIONS)** In accordance with Federal Trade Commission (FTC) guidelines, please be advised that Toile Designs LLC receives

financial compensation from commercial Vendors featured within the App. This compensation may include, but is not limited to, Pay-Per-Click (PPC) advertising fees, flat listing fees, subscription costs, or affiliate revenue commissions. This commercial model supports our ability to maintain the Software infrastructure and offer features to Users.

**5. ELIGIBILITY** You must be at least 13 years of age to download, register for, or use the App. By using the Software, you represent, warrant, and certify that you meet this minimum age requirement and possess the legal capacity to enter into this agreement.

## **6. INTELLECTUAL PROPERTY & PROPRIETARY LICENSE**

- **Our Proprietary Rights:** The App user interface, branding elements, design systems, trade dress, source code, algorithms, and proprietary digital fabric/silhouette visualization software are the exclusive intellectual property of Toile Designs LLC. This technology is protected under United States and international laws, including active, registered, or pending patents, copyrights, and trademarks.
- **Limited User License:** We grant end-users a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to utilize the App and Software strictly for personal, non-commercial, interactive purposes.
- **Limited Vendor License:** Approved commercial Vendors are granted a separate, limited license to utilize the software tools to upload and showcase their digital collections in accordance with active commercial platform agreements.
- **Prohibited Actions:** You are strictly prohibited from copying, decompiling, reverse engineering, disassembling, or attempting to derive or extract the underlying source code of the Software. You may not deploy automated systems, data mining tools, bots, or scrapers to extract visual data, pattern metadata, or imagery from the App.
- **Vendor Intellectual Property:** All pattern designs, independent brand names, proprietary logos, and photography displayed within the platform remain the exclusive intellectual property of their respective third-party Vendors and are protected under federal and international copyright and trademark protections.

**7. VISUALIZATION SIMULATION DISCLAIMER** The App features proprietary digital visualization tools designed to simulate how fabrics may drape or look on specific garment silhouettes. You acknowledge and agree that these renderings are purely digital estimations generated for discovery and inspirational purposes. Toile Designs LLC makes no guarantees that a finished, physically sewn garment will perfectly match the scale, drape, texture, or fit displayed within the software environment.

**8. LIMITATION OF LIABILITY & "AS IS" WARRANTY** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND APP ARE PROVIDED ABSOLUTELY ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TOILE DESIGNS LLC DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL TOILE DESIGNS LLC, ITS MEMBERS, OFFICERS, EMPLOYEES, OR SOFTWARE DEVELOPERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR USE OF THE PLATFORM. THIS INCLUDES, WITHOUT LIMITATION, DAMAGES FOR:

- Errors, instructional omissions, sizing discrepancies, or mathematical mistakes found inside third-party sewing patterns.
- The failure of any Vendor to properly deliver, email, or fulfill a digital file or physical goods.
- Technical glitches, server downtime, security issues, payment processing errors, or data breaches occurring on external Vendor web properties.
- Any temporary disruption, lag, or software rendering bug within our digital app interface.

**9. APP STORE MANDATORY DISCLOSURES** You acknowledge and agree that these Terms are concluded solely between you and Toile Designs LLC, and not with Apple, Inc. or Google LLC. Toile Designs LLC, and not the app stores, is solely responsible for the App and its underlying content. Neither Apple nor Google has any obligation whatsoever to furnish any maintenance or support services with respect to the App. To the maximum extent permitted by applicable law, Apple and Google will have no other warranty obligation whatsoever with respect to the App.

**10. GOVERNING LAW, VENUE, & DISPUTES** These Terms, along with any dispute, claim, or legal proceeding arising out of or relating to the App or Software, shall be governed by, construed, and enforced in accordance with the laws of the **State of Colorado**, without regard to its conflict of law principles.

You explicitly agree and consent that any formal legal action or proceeding arising directly or indirectly out of this agreement shall be instituted and litigated exclusively in the **District Court for Pitkin County, Colorado**, or, if federal jurisdiction applies, the **United States District Court for the District of Colorado**. You hereby waive any objection to the laying of venue in such courts and submit to the personal jurisdiction of these Colorado courts.

**11. CONTACT INFORMATION** Toile Designs LLC dba MY SEWING PATTERNS

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