

Lesuto Chameleon, Platform Terms of Service

Effective Date: October 15, 2026

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Version: 3.2

1. Definitions

- **"Platform"** means the Lesuto Chameleon software, services, APIs, dashboards, storefronts, Hub, Seller app, mobile apps, and related infrastructure operated by Lesuto Technologies, Inc..
- **"Lesuto," "we," "us," or "our"** means Lesuto Technologies, Inc., a Texas corporation, with its principal office at 600 Congress Ave, STE 1400, Austin, TX 78701.
- **"User," "you," or "your"** means any individual or entity that accesses or uses the Platform, including Merchants, Suppliers, Operators, Staff, and Customers.
- **"Business User"** means a Merchant, Supplier, Operator, or any person using the Platform for a trade, business, or profession, including Staff acting for an organization.
- **"Merchant"** means a Business User who operates a storefront on the Platform as a storefront and marketing partner.
- **"Supplier"** means a Business User who lists products for sale through the Platform, or who sells products to Lesuto under a managed wholesale arrangement.
- **"Customer"** means an individual who buys products through a Lesuto checkout for personal, family, or household use.
- **"Content"** means any text, images, product listings, descriptions, audio, video, livestreams, reviews, posts, or other materials uploaded to or generated through the Platform.
- **"Executed Agreement"** means a countersigned Order Form or other written agreement, signed by Lesuto and the counterparty, that identifies the parties and the documents it covers.
- **"Order of Precedence"** means the order in which conflicting terms are resolved, as set out in Section 21.

Headings are for convenience only. "Including" means "including without limitation."

2. Acceptance of Terms

You accept these Terms of Service ("Terms") by clicking to accept them, by creating an account, or by placing an order. Our Privacy Policy, Acceptable Use Policy, DMCA Policy, and Return and Refund Policy describe how we operate and are incorporated by reference. If you do not agree, do not use the Platform. If you use the Platform for an organization, you represent that you have authority to bind it, and "you" includes that organization.

3. Eligibility

You must be at least 18 years old, or the age of legal majority where you live if that is higher. If you use the Platform for a business, you represent that: (a) the business is duly organized and validly existing; (b) you are authorized to accept these Terms for it; and (c) it will be bound by them.

4. Platform Description and Merchant of Record

Lesuto Chameleon is a multi-party commerce platform. Suppliers provide products. Merchants operate branded storefronts and market those products. Lesuto is the merchant of record for every Customer transaction: Lesuto is the seller to the Customer, takes payment, issues the receipt, handles chargebacks, and calculates and collects tax at checkout.

A Merchant is a storefront and marketing partner paid a commission. A Merchant is not the seller of record and must not collect Customer payments outside Lesuto's payment rails.

The applicable Merchant Agreement, Marketplace Supplier Agreement, or Managed Supplier Wholesale and Dropship Agreement governs Lesuto's commercial relationship with a Business User, as provided in the Order of Precedence.

5. Purchases by Customers

This section is Lesuto's terms of sale to Customers.

- **"Seller."** Lesuto sells the products you buy on the Platform. Products are prepared and shipped by the Supplier on Lesuto's behalf. The storefront you buy from may be operated by a Merchant, but your contract of sale is with Lesuto.
- **"Product information."** Product descriptions, images, and specifications are supplied by Suppliers. Lesuto works to keep them accurate. If a product is materially different from its description, you are entitled to a remedy under the

Return and Refund Policy.

- **Orders and contract formation.** Placing an order is an offer to buy. A contract of sale is formed when Lesuto sends your order confirmation. Lesuto may decline or cancel an order before shipment, for example where a product is unavailable, the price was displayed in clear error, or the order appears fraudulent. If Lesuto cancels, you receive a full refund of any amount charged.

- **Prices and tax.** Prices are shown in the storefront currency. Applicable sales tax, VAT, or similar tax is calculated at checkout and shown before you pay. Shipping charges are shown before you pay.

- **Delivery, title, and risk.** Title and risk of loss pass to you on delivery to the shipping address you provide. Delivery dates are estimates. Lost and damaged shipments are handled under the Return and Refund Policy.

- **Returns and refunds.** Returns and refunds are governed by the Return and Refund Policy, which forms part of these terms of sale.

- **Warranties.** Products may carry a manufacturer's or Supplier's warranty, which Lesuto passes through to you. Lesuto does not give its own written warranty for products. Nothing in these Terms excludes or limits any warranty or right that cannot be excluded or limited under the law that applies to you, including statutory rights for goods that are faulty or not as described.

- **Gift orders.** If you send a product as a gift, the recipient's name and address are used only to deliver the order and handle related service.

6. Account Registration and Security

You must provide accurate, current, and complete information and keep it updated. You are responsible for: (a) safeguarding your credentials; (b) activity under your account; and (c) notifying us promptly of any unauthorized access at support@lesuto.com. We may suspend an account that contains inaccurate information or shows signs of unauthorized access.

7. Prohibited Activities

You may not: (a) use the Platform for any unlawful purpose; (b) list or sell counterfeit, stolen, or prohibited goods; (c) circumvent security measures, rate limits, or access controls; (d) interfere with other Users' access; (e) scrape, reverse engineer, decompile, or copy Platform code, data, or algorithms, except to the extent applicable law expressly permits this despite this restriction; (f) transmit malware or harmful code; (g) impersonate another person or entity; (h) damage, disable, or impair the Platform; (i) access the Platform with automated tools except through our published APIs; or (j) sublicense, resell, or redistribute Platform access without written authorization. The Acceptable Use Policy sets out further rules.

8. Intellectual Property and User Content

All Platform technology, software, design, trademarks, logos, and documentation belong to Lesuto Technologies, Inc. or its licensors.

Your Content. You keep ownership of your Content. You grant Lesuto a worldwide, non-exclusive, royalty-free, sublicensable (to service providers and to Merchants and Suppliers as needed to operate the Platform) license to host, store, transcode, reproduce, adapt for format and display, display, perform, and distribute your Content to operate, promote, and improve the Platform. This includes muting or replacing audio we cannot verify is licensed, and adding Lesuto branding to videos shared off the Platform. This license ends when you delete the Content or close your account, except for copies kept in backups, for legal compliance, or for DMCA recordkeeping, and except for Content others have already shared or embedded.

Your representations. You represent that: (a) you own or have all rights and permissions needed for your Content, including any music, audio, video clips, fonts, images, and other third-party material in it; (b) your Content does not infringe or misappropriate any third party's intellectual property, privacy, publicity, or other rights; and (c) your Content complies with applicable law. Do not upload commercial music unless you hold a written license that covers it.

Copyright complaints and repeat infringers. Lesuto complies with the Digital Millennium Copyright Act (17 U.S.C. section 512). Our DMCA Policy (<https://www.lesuto.com/legal/dmca>) explains how to send a notice and how to file a counter-notice. Lesuto's Designated Copyright Agent is registered with the U.S. Copyright Office. Three or more active strikes within a rolling 12-month period result in termination under our repeat-infringer policy.

9. Content Moderation and Complaints

You are responsible for your Content. Uploaded images and videos are screened with automated moderation tools, and reported content is reviewed by Lesuto staff. We may remove, restrict, mute, or watermark Content, or suspend an account, where Content or conduct violates these Terms, the Acceptable Use Policy, or applicable law.

- **Reporting.** Anyone may report illegal Content or a policy violation through the in-product report controls or

by email to legal@lesuto.com. A report should explain why the Content is illegal or violates our policies and where it is located.

- **Statement of reasons.** When we remove or restrict your Content or account, we tell you what we did, why, which rule or law applies, and whether automated tools were involved, unless the law prohibits notice or notice would create a risk of harm.

- **Appeals.** You may appeal a moderation decision to appeals@lesuto.com within 14 days, as described in the Acceptable Use Policy. A person reviews every appeal, where possible someone other than the original reviewer. If you are in the European Union, you may also refer a dispute to a certified out-of-court dispute settlement body or seek redress in court.

- **Point of contact.** Authorities, Users, and rights holders may contact Lesuto about Platform content at legal@lesuto.com, in English.

10. AI-Powered Features

The Platform includes AI features such as website building, content generation, media creation, translation, and analytics. AI output is generated automatically, may be inaccurate, and is provided as-is. You must review AI output before you publish or rely on it. You are responsible for the inputs you provide and for how you use the output. AI features consume credits according to your subscription plan. Additional terms for AI-generated media appear in the AI Generated Media License.

Connecting a third-party marketplace (including Amazon, Walmart, Etsy, Shopify, or WooCommerce) lets Lesuto use anonymized, aggregated sales from that connection for platform category benchmarks and AI, unless the Business User turns sharing off in Connected Marketplaces or Catalog. Identifiable shop, SKU, and order data from that connection is not shown to other sellers. The Business User's own Orders, Analytics, and Match dashboards keep their full data.

11. Feedback

If you send us suggestions or feedback about the Platform, we may use them without restriction or payment to you. We do not acquire ownership of your Content or confidential information by receiving feedback.

12. Third-Party Services and App Stores

The Platform integrates with third-party services, including Stripe, shipping carriers, cloud providers, and AI model providers. Your use of a third-party service may be subject to its terms. Lesuto is responsible for the third parties it engages to provide the Platform to you as stated in the agreements that apply to you, but is not responsible for services you choose to connect yourself.

If you download a Lesuto mobile app from the Apple App Store or Google Play: (a) these Terms are between you and Lesuto, not the store operator; (b) the store operator has no obligation to provide maintenance or support for the app; (c) to the extent permitted by law, the store operator has no warranty obligation for the app, and if the app fails to conform to an applicable warranty you may notify the store operator, which may refund the purchase price (if any); (d) Lesuto, not the store operator, is responsible for addressing product, intellectual property, and legal-compliance claims relating to the app; and (e) Apple and its subsidiaries are third-party beneficiaries of this paragraph and may enforce it.

13. Disclaimer of Warranties

EXCEPT AS EXPRESSLY STATED IN THESE TERMS OR IN AN AGREEMENT THAT APPLIES TO YOU, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, LESUTO DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS THEY RELATE TO THE PLATFORM SOFTWARE AND SERVICES. LESUTO DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT AI-GENERATED CONTENT WILL BE ACCURATE. THIS SECTION DOES NOT LIMIT A CUSTOMER'S RIGHTS IN PRODUCTS PURCHASED UNDER SECTION 5.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER LESUTO NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL BE LIABLE FOR: (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; OR (B) LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITY; HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LESUTO'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS WILL NOT EXCEED THE GREATER OF (I) THE AMOUNTS YOU PAID TO LESUTO IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR (II) five thousand dollars (\$5,000).

Amounts owed are never capped. This section does not limit Lesuto's duty to pay a Merchant or Supplier the net amounts it has earned and that have become payable under the applicable agreement or an Executed Agreement. What is never limited. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under applicable law. Some jurisdictions do not allow certain exclusions or limitations, so some of this section may not apply to you.

Where a Merchant Agreement, Supplier Agreement, Data Processing Agreement, or Executed Agreement applies, the liability terms of that document control for claims arising under it, as provided in the Order of Precedence.

15. Indemnification

Business Users. Each Business User will defend, indemnify, and hold harmless Lesuto and its affiliates, officers, directors, employees, and agents from third-party claims, and resulting losses, damages, fines, and reasonable attorneys' fees, arising from: (a) the Business User's Content; (b) its violation of these Terms or applicable law; (c) its violation of a third party's rights; or (d) a dispute between it and another User that Lesuto did not cause. Where a Merchant Agreement, Supplier Agreement, or Executed Agreement contains indemnity terms, those terms control.

Customers. A Customer indemnifies Lesuto only for third-party claims arising from Content the Customer uploads or from the Customer's intentional misconduct, and only to the extent applicable law permits.

16. Termination

Lesuto may suspend or terminate your account for a material violation of these Terms, or for any other reason on 30 days' notice. Lesuto may act immediately in cases of fraud, illegal activity, a legal or regulatory requirement, or imminent harm to the Platform or other Users. You may close your account at any time from your account settings or by contacting support@lesuto.com. On termination: (a) your right to use the Platform ends; (b) orders already placed are completed or refunded; (c) payment obligations that have accrued survive; and (d) Sections 8, 11, 13, 14, 15, 18, 19, and 21 survive.

17. Force Majeure

Neither party is liable for failure or delay caused by events beyond its reasonable control, including natural disasters, epidemics, war, terrorism, civil unrest, government action, labor disputes not involving the affected party's own workforce, utility or internet failures, and outages of third-party infrastructure providers. The affected party must notify the other promptly and use reasonable efforts to resume performance. Force majeure does not excuse a payment that has already accrued.

18. Dispute Resolution

18.1 Business Users. Any dispute between Lesuto and a Business User arising out of or relating to these Terms is resolved exclusively in the state or federal courts located in Travis County, Texas, and each party consents to personal jurisdiction there. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL. Either party may seek injunctive relief in any court of competent jurisdiction to protect intellectual property, confidential information, or the security of the Platform. If a Merchant Agreement, Supplier Agreement, or Executed Agreement sets out a different process, that process controls for disputes under that document.

18.2 Customers in the United States: informal resolution first. Before starting arbitration or a small claims case, you and Lesuto each agree to send the other a written notice describing the dispute and the relief sought, and to try in good faith to resolve it for 60 days. Send notices to Lesuto at legal@lesuto.com. Lesuto will send notices to the email address on your account.

18.3 Customers in the United States: binding individual arbitration. If the dispute is not resolved, it will be decided by binding individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, and, where 25 or more similar claims are filed by the same or coordinated counsel, its Mass Arbitration Supplementary Rules. The Federal Arbitration Act governs this section. The legal seat of arbitration is Austin, Texas, but any hearing will take place in the county where you live or by video, unless both parties agree otherwise. Lesuto will pay the filing, administration, and arbitrator fees that the AAA Consumer Arbitration Rules assign to the business. The arbitrator may award any individual relief a court could award, and the decision is final and binding.

18.4 Class action waiver. YOU AND LESUTO EACH AGREE TO BRING CLAIMS ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. If a court decides that applicable law prevents enforcement of this waiver for a particular claim or remedy (such as public injunctive relief), that claim or remedy is severed and decided by a court in the venue in Section 18.1, after the individual arbitration of all other claims, and this section does not authorize class arbitration.

18.5 Exceptions. Either party may bring an individual claim in small claims court if it qualifies. Either party may ask a court to stop infringement or misuse of intellectual property.

18.6 Opt-out. You may opt out of arbitration by emailing legal@lesuto.com within 30 days after you first accept these Terms, with your name, account email, and a statement that you opt out of arbitration. If you opt out, Section 18.1 applies to you as if you were a Business User, except for the jury waiver.

18.7 Changes. If Lesuto changes Sections 18.2 to 18.6, the change does not apply to a dispute of which either party gave notice before the change takes effect.

18.8 Customers outside the United States. If you are a consumer who lives outside the United States, Sections 18.2 to 18.7 do not apply to you. You may bring proceedings in the courts of the country where you live, and you keep the protection of the mandatory consumer laws of that country.

19. Governing Law

These Terms are governed by the laws of the State of Texas, United States, without regard to its conflict of laws principles, and by the Federal Arbitration Act for Section 18. The United Nations Convention on Contracts for the International Sale of Goods does not apply. If you are a consumer who lives outside the United States, this choice of law does not deprive you of the protection of the mandatory provisions of the law of the country where you live.

20. Export Controls and Sanctions

You represent that you are not located in, organized under the laws of, or ordinarily resident in a country or region subject to comprehensive U.S. sanctions, and that you are not on, or owned or controlled by a party on, a U.S. government restricted-party list, including the OFAC Specially Designated Nationals List. You will not use the Platform to export, re-export, or transfer goods, software, or technology in violation of U.S. or other applicable export-control or sanctions laws.

21. Entire Agreement and Order of Precedence

These Terms, together with the policies incorporated by reference and any applicable Merchant Agreement, Supplier Agreement, Payment Processing Terms, Data Processing Agreement, and Executed Agreement, are the entire agreement between you and Lesuto about the Platform and supersede prior agreements on that subject.

If terms conflict, they are resolved in this order, from controlling to subordinate: (1) a current Executed Agreement or Order Form covering the parties and the subject; (2) the applicable Merchant Agreement, Marketplace Supplier Agreement, or Managed Supplier Wholesale and Dropship Agreement; (3) the Data Processing Agreement, for personal-data processing; (4) the Payment Processing Terms, for payouts, reserves, chargebacks, and tax collection mechanics; (5) these Terms; (6) policies incorporated by reference (Privacy Policy, Acceptable Use Policy, DMCA Policy, Return and Refund Policy).

22. Severability

If any provision of these Terms is held invalid or unenforceable, it is enforced to the maximum extent permissible and the remaining provisions stay in full force and effect.

23. Waiver

A failure or delay in enforcing any right or provision of these Terms is not a waiver of that right or provision.

24. Assignment

You may not assign or transfer these Terms without Lesuto's prior written consent. Lesuto may assign these Terms to an affiliate or to a successor in a merger, acquisition, or sale of all or substantially all of the relevant assets, on notice to you. Any other assignment by Lesuto requires the consent of a Business User whose Executed Agreement says so.

25. Modifications

Lesuto may update these Terms. We will give at least 30 days' notice of material changes through the Platform dashboard or by email. Changes take effect at the end of the notice period and apply prospectively. Orders placed before a change remain governed by the Terms in effect when they were placed. If you do not agree to a change, stop using the Platform and close your account before it takes effect. For Business Users, Lesuto asks for a new click-through acceptance when a new version is published.

Executed Agreements are not amended by notice. Where an Executed Agreement covers a document, Lesuto will not require re-acceptance of a later version of that document for that channel. Changes to those terms require a writing signed by both parties.

26. Notices and Electronic Communications

You consent to receive notices, disclosures, and agreements electronically. Notices to Lesuto must be sent to legal@lesuto.com or Lesuto Technologies, Inc.

600 Congress Ave, STE 1400
Austin, TX 78701

United States. Notices to you are sent to the email address on your account or displayed in the Platform dashboard, and are effective when sent or displayed.

27. Contact

Questions about these Terms: legal@lesuto.com

Signature

Signing this page executes this document. Type your name in the signature field, or apply a digital signature in your PDF reader. A typed name is an electronic signature under the ESIGN Act (15 U.S.C. sections 7001 to 7031) and the Uniform Electronic Transactions Act as enacted in Texas (Texas Business and Commerce Code chapter 322).

Lesuto Technologies, Inc.

Legal name

Lesuto Technologies, Inc.

Printed name

Title

Signature (type your name, or sign in your PDF reader)

Date

Counterparty

Legal name

Printed name

Title

Signature (type your name, or sign in your PDF reader)

Date