



Terms of Service Agreement

Gudiee LLC

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Welcome to Gudiee.

These Terms of Service ("Terms") govern your access to and use of Gudiee's website, marketplace, applications, and related services (collectively, the "Platform"). By creating an account, accessing the Platform, purchasing products, or participating as a Creator, Maker, Supplier, or Buyer, you agree to these Terms.

Gudiee LLC ("Gudiee," "we," "us," or "our") operates an online marketplace that connects creators, makers, suppliers, and buyers to enable on-demand production of physical products.

1. About Gudiee

Gudiee is a marketplace platform that connects:

Creators

Individuals or businesses that create original designs, artwork, or product concepts.

Makers

Independent producers who manufacture products using their own equipment, capabilities, and production methods.

Suppliers

Businesses that provide materials, blanks, components, or manufacturing supplies.

Buyers

Customers who purchase products made through the Gudiee marketplace.

Gudiee provides the platform, marketplace infrastructure, payment processing, order coordination, and related services.

Gudiee may facilitate transactions between participants but does not replace the responsibilities of creators, makers, or suppliers for their individual contributions.



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2. Account Registration

To use Gudiee, you must:

- Provide accurate account information.
- Maintain account security.
- Keep your information updated.
- Use the Platform only for lawful purposes.

You are responsible for activity conducted through your account.

You may not:

- Create false accounts.
- Impersonate another person or business.
- Share account credentials.
- Circumvent platform security features.

3. Gudiee Marketplace Roles

Users may participate in one or more marketplace roles.

A user may act as:

- Buyer.
- Creator.
- Maker.
- Supplier.

Additional requirements may apply depending on your selected role.

Gudiee may require role-specific verification before allowing participation in certain marketplace activities.



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4. Marketplace Transactions

When a Buyer purchases a product through Gudiee:

1. The Buyer submits an order.
2. Gudiee processes payment.
3. Production is routed to an eligible Maker.
4. The Maker accepts the production request.
5. The product is manufactured.
6. The product is shipped or delivered.

Gudiee may determine production routing based on factors including:

- Production capability.
- Quality performance.
- Completion history.
- Response and acceptance speed.
- Geographic location.
- Capacity.
- Inventory information provided by Makers.



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5. Product Pricing & Marketplace Fees

Product prices may include:

- Maker production compensation.
- Creator royalty.
- Gudiee marketplace fees.

Creators determine their desired royalty amount per completed order.

Makers receive production compensation determined by Gudiee for the applicable product.

Gudiee may charge marketplace fees, transaction fees, service fees, shipping-related fees, or other applicable charges.

Applicable fees will be disclosed before completion of a transaction.

Payment processing fees charged by third-party providers may be deducted from Gudiee's revenue share.

6. Shipping

Shipping charges may include:

- Carrier costs.
- Shipping labels.
- Logistics services.
- Handling fees.
- Shipping service fees.

Gudiee may provide shipping labels and manage shipping services.

Gudiee may retain the difference between shipping charges collected and shipping service costs.

Creators do not receive royalties from shipping charges unless otherwise specified.

For local delivery services, Makers may receive compensation for completing delivery services according to Gudiee's delivery terms.



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7. Payments & Payouts

Gudiee uses third-party payment providers to process payments and payouts.

Creators, Makers, and Suppliers must provide required:

- Payment information.
- Tax information.
- Verification information.

Gudiee generally issues payouts weekly, subject to:

- Payment processing timelines.
- Account verification.
- Fraud prevention reviews.
- Legal requirements.

Users are responsible for reporting and paying applicable taxes on income received through Gudiee.

Gudiee may collect tax information, withhold payments where required, and issue required tax reporting documents.



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8. Creator Responsibilities

Creators are responsible for:

- Uploading original work they created or have rights to use.
- Ensuring designs are manufacturable.
- Providing accurate listing information.
- Maintaining ownership rights compliance.

Creators may not upload:

- AI-generated designs.
- Designs created by others without authorization.
- Copyrighted or trademarked material without permission.

Creators retain ownership of their designs.

9. Maker Responsibilities

Makers are independent production participants responsible for:

- Completing accepted orders.
- Maintaining production quality.
- Meeting committed production timelines.
- Following product specifications.
- Maintaining accurate capability information.

Makers must verify they can complete an order before accepting production.

Repeated cancellations, defects, delays, or quality issues may affect routing priority or marketplace access.



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10. Supplier Responsibilities

Suppliers provide materials and manufacturing inputs.

Suppliers are responsible for:

- Material quality.
- Accurate product information.
- Fulfillment obligations.
- Maintaining accurate inventory information.

Supplier inventory does not automatically represent Maker inventory.

Makers are responsible for materials they purchase or maintain.

11. Reviews & Ratings

Only Buyers who:

- Purchased a product through Gudiee, and
- Received the product,

may submit reviews.

Reviews must be:

- Honest.
- Based on personal experience.
- Not manipulated or fraudulent.

Gudiee may use reviews and marketplace performance data to maintain reputation systems.



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12. Intellectual Property

Users retain ownership of content they submit to Gudiee.

Submitting content grants Gudiee a limited license necessary to:

- Operate the marketplace.
- Display listings.
- Facilitate production.
- Complete transactions.

Creators retain all rights to their designs.

Makers and Suppliers receive only temporary access necessary to complete authorized transactions.



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13. Design Files & Content Storage

Gudiee may securely store creator files and marketplace content to operate the Platform.

While a listing is active, Gudiee may use stored files to:

- Display products.
- Facilitate production.
- Route orders.
- Support marketplace operations.

Creators retain ownership of their files.

Makers may only access production files necessary to complete assigned orders. Makers may not:

- Copy.
- Distribute.
- Sell.
- Reuse.
- Manufacture additional products from creator files outside authorized Gudiee orders.

If a listing is removed:

- The listing may no longer be available for new purchases.
- Production access ends for future orders.
- Gudiee may retain records and files when necessary for:
 - Completed orders.
 - Dispute resolution.
 - Legal compliance.
 - Fraud prevention.
 - Enforcement of agreements.



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14. Order Cancellation Policy

Because Gudiee products may be manufactured on demand, cancellation rights depend on the production stage.

Before Maker Acceptance

A Buyer may cancel an order before a Maker accepts the production request.

The Buyer may receive a full refund.

After Maker Acceptance, Before Production Begins

A Buyer may request cancellation.

Gudiee may approve cancellation if production has not started.

Gudiee may deduct disclosed non-recoverable costs already incurred, including:

- Shipping-related costs.
- Special-order materials.
- Other costs directly associated with the order.

After Production Begins

Orders may not be canceled once production has started.

Products are created specifically for the Buyer and cannot always be returned to inventory.

Issues after production begins are handled under Gudiee's Refund and Replacement policies.

After Shipment

Orders cannot be canceled after shipment.

Issues after delivery are handled according to applicable refund, replacement, and dispute policies.



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15. Refunds, Replacements, and Product Issues

Gudiee works to provide a reliable marketplace experience.

When a Buyer reports an issue, Gudiee may review:

- Order information.
- Production records.
- Photos.
- Communications.
- Shipping records.
- Marketplace activity.

Responsibility may be assigned based on the source of the issue.

Examples:

Creator-Related Issues

May include:

- Incorrect design files.
- Unmanufacturable designs.
- Misrepresented listings.
- Intellectual property violations.

Maker-Related Issues

May include:

- Manufacturing defects.
- Incorrect products.
- Failure to meet production standards.
- Failure to follow specifications.

Supplier-Related Issues

May include:

- Material defects.



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- Incorrect materials.
- Supplier fulfillment issues.

Gudiee-Related Issues

May include:

- Platform errors.
- Payment processing issues caused by Gudiee.
- Marketplace system failures.

Gudiee may provide:

- Refunds.
- Replacements.
- Other appropriate resolutions.



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16. Verification and Marketplace Trust

Gudiee may require role-specific verification.

Buyers

Buyer accounts may require basic account information and payment verification.

Creators

Creators verify that:

- They created their submitted designs.
- Their content is not AI-generated.
- They have rights to submitted content.

Makers

Makers verify:

- Production capabilities.
- Equipment or methods.
- Portfolio examples.
- Quality standards.
- Ability to complete orders.

Suppliers

Suppliers verify:

- Material quality.
- Product information.
- Supplier standards.

Gudiee may update verification requirements as the Platform evolves.



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17. Account Suspension and Termination

Gudiee may remove listings, restrict roles, suspend accounts, or terminate access when necessary to protect the marketplace.

Reasons may include:

- Fraud.
- Deceptive activity.
- Intellectual property violations.
- Uploading AI-generated content.
- Repeated quality failures.
- Excessive cancellations.
- Repeated delays.
- Manipulating reviews or ratings.
- Harassment or abusive behavior.
- Selling prohibited products.
- Violating Gudiee policies.

Gudiee may apply enforcement actions including:

- Warnings.
- Listing removal.
- Temporary restrictions.
- Role suspension.
- Account termination.

Users may appeal enforcement decisions through Gudiee's review process.



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18. Prohibited Products and Activities

Gudiee does not permit products or content that violate applicable laws, safety standards, or marketplace requirements.

Prohibited items include:

Intellectual Property Violations

- Counterfeit products.
- Unauthorized copyrighted works.
- Unauthorized trademarks or logos.
- Stolen designs.
- AI-generated designs.

Illegal or Dangerous Products

- Illegal drugs.
- Controlled substances.
- Drug paraphernalia.
- Firearms, ammunition, and prohibited weapon components.
- Explosives.
- Hazardous materials prohibited by law.

Harmful Content

- Hate speech.
- Discriminatory content.
- Content promoting violence, terrorism, or criminal activity.

Adult Content

Gudiee is a family-friendly marketplace.

The following are prohibited:

- Pornographic content.
- Sexually explicit content.



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- Adult-oriented products.
- Products primarily intended for sexual use.

Gudiee may remove any product that threatens marketplace safety, trust, or integrity.



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19. Intellectual Property Complaints

Rights holders may submit intellectual property complaints through Gudiee's designated reporting process.

Gudiee may:

- Review reported content.
- Temporarily remove listings.
- Request additional information.
- Contact involved parties.
- Reinstate or permanently remove content.

Creators may submit responses or counter-notices where applicable.

Repeated intellectual property violations may result in:

- Listing removal.
- Creator role suspension.
- Account termination.



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20. Privacy and Data Use

Gudiee collects and uses information necessary to operate, maintain, secure, and improve the Platform.

Information collected may include:

Buyer Information

- Account information.
- Contact information.
- Shipping information.
- Order history.
- Reviews.
- Communications.
- Payment-related information processed through third-party providers.

Creator Information

- Account information.
- Creator profile information.
- Listings.
- Design files.
- Portfolio information.
- Royalty settings.
- Sales history.
- Payment and tax information.

Maker Information

- Account information.
- Studio or business information.
- Production capabilities.
- Equipment and methods.



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- Portfolio examples.
- Production history.
- Quality metrics.
- Inventory information provided by the Maker.
- Payment and tax information.

Supplier Information

- Business information.
- Material listings.
- Product specifications.
- Inventory information.
- Shipping information.
- Payment and tax information.

Gudiee may also collect technical and usage information necessary to operate and improve the Platform, including:

- Platform activity.
- Security information.
- Device and browser information.
- Cookies and similar technologies.
- Analytics information.



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21. Use of Information

Gudiee may use collected information to:

- Operate the marketplace.
- Process transactions.
- Connect Buyers, Creators, Makers, and Suppliers.
- Route production requests.
- Provide customer support.
- Verify marketplace participants.
- Prevent fraud and abuse.
- Monitor marketplace quality.
- Improve search and discovery.
- Improve routing systems.
- Analyze marketplace performance.
- Develop new services.
- Meet legal and regulatory obligations.



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22. Data Sharing

Gudiee may share information when necessary to provide marketplace services.

Examples:

Order Fulfillment

Makers may receive information necessary to complete production, including:

- Product requirements.
- Production files.
- Shipping information.

Marketplace Operations

Creators, Makers, and Suppliers may receive information necessary to perform their marketplace responsibilities.

Service Providers

Gudiee may share information with third-party providers supporting:

- Payment processing.
- Hosting.
- Shipping.
- Analytics.
- Security.
- Customer support.
- Business operations.

Gudiee does not sell personal information.



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23. Marketplace Data Ownership

Users retain ownership of content they submit to Gudiee.

This includes:

Creators

- Designs.
- Artwork.
- Production files.
- Product concepts.

Makers

- Portfolio content.
- Production information.
- Business information.

Suppliers

- Product information.
- Material information.
- Business information.

Gudiee owns platform-generated operational data created through use of the marketplace.

This may include:

- Order performance data.
- Production timelines.
- Routing information.
- Marketplace trends.
- Aggregated sales information.
- Platform analytics.



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- Performance metrics.

Gudiee may use aggregated and anonymized information to:

- Improve marketplace functionality.
- Improve production routing.
- Develop new features.
- Analyze marketplace trends.
- Create operational insights.

Gudiee will not use this information to reveal:

- Private creator designs.
- Buyer personal information.
- Confidential business information.

24. Account Deletion

Users may request deletion of their Gudiee account.

Gudiee may retain information necessary for:

- Completing existing orders.
- Processing payments.
- Tax and accounting requirements.
- Fraud prevention.
- Dispute resolution.
- Legal obligations.
- Enforcement of agreements.

Deleting an account does not remove obligations created before deletion.



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25. Dispute Resolution

Gudiee encourages users to resolve concerns directly through the Platform whenever possible.

Before pursuing formal legal action, users agree to provide Gudiee an opportunity to review and attempt resolution.

Gudiee may review:

- Account information.
- Order records.
- Communications.
- Production records.
- Other relevant information.

If a dispute cannot be resolved informally, disputes may be resolved through binding arbitration where permitted by applicable law.

Certain matters may remain eligible for court proceedings, including matters where arbitration is unavailable or legally restricted.

Users may retain rights available under applicable law.

26. Governing Law

These Terms are governed by the laws of the State of Florida, without regard to conflict-of-law principles, except where applicable law requires otherwise.

Any legal proceedings not subject to arbitration shall be handled in appropriate courts with applicable jurisdiction.



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27. Limitation of Liability

Gudiee provides marketplace infrastructure connecting Buyers, Creators, Makers, and Suppliers.

Gudiee is responsible for its own platform services, including:

- Marketplace operation.
- Payment processing services provided by Gudiee.
- Platform functionality.
- Marketplace policies.

Creators, Makers, and Suppliers remain responsible for their own activities, including:

- Designs.
- Manufacturing.
- Materials.
- Listings.
- Compliance with applicable laws.

Gudiee is not responsible for issues caused by independent marketplace participants, including:

- Creator intellectual property violations.
- Maker manufacturing defects.
- Supplier material issues.
- User-submitted content.
- Third-party delays.

To the maximum extent permitted by law, Gudiee is not liable for indirect, incidental, special, consequential, or punitive damages.

This may include:

- Lost profits.
- Lost business opportunities.
- Loss of reputation.



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- Other indirect damages.

Limitations do not apply where prohibited by applicable law.



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28. Force Majeure

Gudiee and marketplace participants are not responsible for delays, interruptions, or failures caused by circumstances outside reasonable control.

Examples include:

- Natural disasters.
- Severe weather.
- Government actions.
- Public health emergencies.
- Labor disruptions.
- Power outages.
- Internet or hosting failures.
- Cybersecurity incidents.
- Shipping disruptions.
- Supplier disruptions.
- Material shortages.

Gudiee may take reasonable actions during such events, including:

- Adjusting fulfillment timelines.
- Temporarily limiting services.
- Redirecting production where possible.



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29. Electronic Agreements and Communications

Users agree that electronic actions may create valid agreements.

This includes:

- Creating an account.
- Accepting terms through checkboxes.
- Purchasing products.
- Using Gudiee services.
- Accepting role-specific agreements.

Electronic records maintained by Gudiee may serve as evidence of:

- Transactions.
- Communications.
- Agreements.
- Marketplace activity.

Users consent to receiving electronic communications related to:

- Orders.
- Payments.
- Account activity.
- Security.
- Support.
- Policy updates.



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30. Changes to Terms and Policies

Gudiee may update:

- Terms of Service.
- Privacy Policy.
- Creator Agreement.
- Maker Agreement.
- Supplier Agreement.
- Marketplace policies.
- Fees.

Changes may be made to:

- Improve platform operations.
- Reflect business changes.
- Address legal requirements.
- Improve marketplace safety.

Material changes will be communicated through reasonable methods when required.

Continued use of Gudiee after changes become effective constitutes acceptance of the updated terms.

31. Severability

If any provision of these Terms is found invalid, unlawful, or unenforceable:

- The remaining provisions remain effective.
- The invalid provision will be modified to the extent necessary where permitted.



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32. Entire Agreement

These Terms, along with referenced policies and agreements, represent the complete agreement between Gudiee and users regarding use of the Platform.

Referenced documents may include:

- Privacy Policy.
- Creator Agreement.
- Maker Agreement.
- Supplier Agreement.
- Marketplace Policies.

These agreements replace prior understandings relating to use of Gudiee.

33. Contact Information

Gudiee may provide designated contact methods for:

- Customer support.
- Legal notices.
- Intellectual property complaints.
- Privacy requests.
- Account matters.

End of Terms of Service