

Terms of Use for Variant Builder

Last Updated: Sept 2, 2025

1. Acceptance of Terms

By accessing or using the Variant Builder service (“Service”), you agree to be bound by these Terms of Use (“Terms”) and our [Privacy Policy](#), which is incorporated by reference. These Terms are entered into by and between you (“you,” “your,” or “User”) and Variant, LLC. (“Variant,” “we,” “us,” or “our”). If you disagree with any part of the Terms, you may not access the Service.

2. Description of Service

Variant Builder is a web-based application that allows users to generate, customize, access, and manage visual representations of product renders produced by our team based on users’ requests. Users are added to the Service by invitation only. Users within the organization context can be managed by appointed managers.

We reserve the right to add, modify, or remove features or functionality of the Service at any time without notice.

3. User Accounts

3.1 Account Creation

To use certain features of the Service, you must create an account by providing your full name, email address, optional profile picture, and creating a secure password.

3.2 Account Responsibilities

You are responsible for:

- Maintaining the confidentiality of your account credentials
- All activities that occur under your account
- Ensuring that the information you provide is accurate and up-to-date

3.3 Account Termination

We reserve the right to suspend or terminate a User account without notice for conduct that we determine violates these Terms, at our sole discretion, with or without consent.

Upon account closure, we will remove your content from our active systems. Backups may persist for a limited time as part of our normal archival processes before permanent deletion.

4. User Conduct

By using our Service, you agree not to:

- Use the Service in any way that violates any applicable laws or regulations
- Impersonate any person or entity or falsely state or misrepresent your affiliation with a person or entity
- Interfere with or disrupt the Service or servers or networks connected to the Service
- Attempt to gain unauthorized access to any portion of the Service or any systems or networks connected to the Service
- Use automated means, including spiders, robots, crawlers, or data mining tools, to download or scrape data from the Service
- Introduce any viruses, Trojan horses, worms, logic bombs, or other malicious or technologically harmful material
- Circumvent or attempt to circumvent any technical limitations, security measures, or usage restrictions of the Service
- Reverse engineer, decompile, disassemble, or create derivative works from any part of the Service

5. Intellectual Property

5.1 Our Intellectual Property

The Service and its original content, features, and functionality, ("Materials") are owned by Variant and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Except as expressly authorized by us, you may not copy, or make use of these materials, and Variant reserves all rights to the Materials not granted expressly in these Terms.

5.2 User Content

By uploading, or submitting any content through the Service ("User Content"), you grant Variant a limited, worldwide, non-exclusive, royalty-free license to use, reproduce, modify, adapt, publish, translate, and distribute your User Content only as necessary to operate and improve the Service. **You will retain ownership of your User Content.**

By submitting or uploading you represent and warrant that:

- You own the content or have the right to use it and grant us the rights and license as provided in these Terms

- Your User Content does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person or entity

5.3 Collaborative Asset Development

In instances where Variant collaborates with you to develop assets, including but not limited to designs, images, and renders, the following terms apply:

- You retain ownership of all your pre-existing assets, materials, and intellectual property shared with Variant.
- Variant may develop and retain rights to any derivative materials or features necessary to enhance the distribution, functionality, or marketing of the assets within the scope of the Service.
- Any assets developed collaboratively by Variant and the client will be distributable by Variant as part of the Service, provided that such distribution adheres to the agreed-upon purposes and context.
- Variant will not claim ownership of your images, designs, or other provided assets beyond the rights explicitly granted under this section.

6. Third-Party Links

Our Service may contain links to third-party websites or services that are not owned or controlled by Variant Builder. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services.

7. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Variant, its affiliates, directors, employees, agents, or licensors be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses, that result from:

- The use of, or inability to use, the Service
- Any unauthorized access to or use of our servers and/or any personal information stored therein
- Any interruption or cessation of transmission to or from the Service
- Any bugs, viruses, Trojan horses, or the like that may be transmitted to or through the Service

8. Indemnification

You agree to defend, indemnify, and hold harmless Variant, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with your use of the Service, your User Content, or your violation of these Terms.

9. Disclaimer

The Service is provided on an "AS IS" and "AS AVAILABLE" basis and without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance. As such, your use of the Service is at your own discretion and risk.

10. Changes to Terms

Variant reserves the right to modify or replace these Terms at any time at our sole discretion. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

11. Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of Nebraska, United States, without regard to its conflict of law provisions.

12. Dispute Resolution

Any dispute arising from or relating to the subject matter of these Terms shall be finally settled by arbitration in the State of Nebraska, United States, using the English language in accordance with the Arbitration Rules and Procedures of American Arbitration Association (AAA). You agree that all disputes will be resolved on an individual basis, and you waive any right to participate in a class action, class arbitration, or representative action.

13. Entire Agreement

These Terms constitute the entire agreement between you and Variant, LLC regarding our Service and supersede and replace any prior mutual agreements regarding the Service.

14. Contact Us

If you have any questions about these Terms, please contact us at:

- **Email:** hello@variantbuilder.com

By using Variant Builder, you acknowledge that you have read these Terms of Use, understand them, and agree to be bound by them.