

Terms of Service

Effective Date: 15 January 2026

Welcome to 1factory, Inc. By accessing or using 1factory, Inc.'s ("1factory, Inc.," "we," "us," or "our") website at www.1factory.com (the "Website"), you agree to comply with and be bound by the following terms and conditions (the "Terms of Service"). Please review these terms carefully. If you do not agree to these terms, you should not use this Website.

1. Website Terms of Service

1.1 Acceptance of Terms

By accessing and using this Website, you accept and agree to be bound by these Terms of Service and our Privacy Policy (set forth in Section 2 of these Terms of Service). 1factory, Inc. reserves the right to update, change, or replace any part of these Terms of Service at any time. Changes will be effective immediately upon posting to the Website. Your continued use of the Website following any changes indicates your acceptance of the new terms.

1.2 Use of Website

This Website is intended to provide information about 1factory, Inc.'s software solutions for quality control, quality management, supply chain management, factory management and related resources. You may use the Website for lawful purposes only. You agree not to:

- Use the Website in any way that violates any applicable federal, state, local, or international law or regulation
- Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Website
- Attempt to gain unauthorized access to any portion of the Website or any systems or networks connected to the Website
- Introduce viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack
- Use automated systems or software to extract data from the Website for commercial purposes (screen scraping)

For the avoidance of doubt, these Terms of Service apply exclusively to your access and use of this Website. They do not confer upon you any rights, title, or interest in any products, services, software, or platforms provided by 1factory, Inc. Access to and use of any products or services from 1factory, Inc. requires the purchase of a subscription, which will be governed by separate

purchase orders, terms of service, service addenda, or other agreements between you and 1factory, Inc.

1.3 Intellectual Property Rights

The content on this Website, including but not limited to text, graphics, logos, images, videos, audio clips, data compilations, and software, is the property of 1factory, Inc. or its content suppliers and is protected by United States and international copyright, trademark, and other intellectual property laws.

You may not reproduce, distribute, modify, create derivative works of, publicly display, republish, download, store, or transmit any of the material on our Website without prior written consent from 1factory, Inc., except that you may:

- Print or download one copy of a reasonable number of pages for your own personal, non-commercial use
- Share links to content on the Website through standard sharing mechanisms

The 1factory, Inc. name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of 1factory, Inc.. You may not use such marks without the prior written permission of 1factory, Inc..

Any feedback, comments, suggestions, or ideas you voluntarily submit through the Website may be used by 1factory, Inc. without restriction or obligation to you.

1.4 Third-Party Links

The Website may contain links to third-party websites or services that are not owned or controlled by 1factory, Inc.. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that 1factory, Inc. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any such content, goods, or services available on or through any such websites or services.

1.5 Disclaimer of Warranties

THIS WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. 1FACTORY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE OR THE INFORMATION, CONTENT, OR MATERIALS INCLUDED ON THE WEBSITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, 1FACTORY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1FACTORY, INC. DOES NOT WARRANT THAT THE WEBSITE, ITS SERVERS, OR EMAILS SENT FROM 1FACTORY, INC. ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. 1FACTORY, INC. WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE OF THIS WEBSITE.

1.6 Limitation of Liability

IN NO EVENT SHALL 1FACTORY, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SERVICE PROVIDERS OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

- Your access to or use of or inability to access or use the Website
- Any conduct or content of any third party on the Website
- Any content obtained from the Website
- Unauthorized access, use, or alteration of your transmissions or content

1.7 Governing Law

These Terms of Service and any dispute or claim arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of California, without regard to its conflict of law provisions.

2. Privacy Policy

2.1 Information We Collect

1factory, Inc. is committed to protecting your privacy. This Privacy Policy explains how we collect, use, and safeguard information when you visit our Website.

Information You Provide: When you fill out forms on our Website (such as contact forms, demo requests, or newsletter subscriptions), we collect information you voluntarily provide, which may include:

- Name
- Email address
- Company name
- Job title
- Phone number
- Other information you choose to provide

Automatically Collected Information: When you visit our Website, we may automatically collect certain technical information, including:

- IP address
- Browser type and version
- Operating system
- Pages visited and time spent on pages
- Referring website addresses
- General location information (city/country level based on IP address)

Important Note: We do NOT use third-party tracking software, cookies, or analytics tools except for Google Analytics and LinkedIn Analytics. We use these tools to collect information about Website usage in order to understand performance and improve the Website.

2.2 How We Use Your Information

We use the information we collect for the following purposes:

- To respond to your inquiries and provide information about our products and services
- To process demo requests and schedule product demonstrations
- To send you marketing communications (if you have opted in)
- To improve our Website and user experience
- To detect, prevent, and address technical issues or security concerns
- To comply with legal obligations

2.3 Information Sharing

We do not sell, trade, or rent your personal information to third parties. We may share your information only in the following limited circumstances:

- **Service Providers:** With trusted third-party service providers who assist us in operating our Website or conducting our business (such as email service providers or CRM systems), provided they agree to keep this information confidential
- **Legal Requirements:** When required by law or in response to valid legal processes
- **Business Transfers:** In connection with a merger, acquisition, or sale of all or a portion of our assets
- **Protection of Rights:** To protect the rights, property, or safety of 1factory, Inc., our users, or others

2.4 Data Security

We implement appropriate industry-standard technical and organizational measures to protect your personal information against unauthorized or unlawful processing, accidental loss, destruction, or damage. However, no method of transmission over the Internet or electronic storage is 100% secure, and we cannot guarantee absolute security.

2.5 Your Rights

Depending on your location, you may have certain rights regarding your personal information, including:

- The right to access the personal information we hold about you
- The right to request correction of inaccurate information
- The right to request deletion of your information
- The right to object to or restrict processing of your information
- The right to opt out of marketing communications

To exercise these rights, please contact us at support@1factory.com.

2.6 Data Retention

We retain your personal information only for as long as necessary to fulfill the purposes for which it was collected or for any additional period required or permitted by applicable law, including to comply with or satisfy legal, accounting, or reporting requirements.

2.7 Children's Privacy

Our Website is not intended for children under the age of 13, and we do not knowingly collect personal information from children under 13. If we learn we have collected personal information from a child under 13, we will delete that information promptly.

2.8 International Data Transfers

Your information may be transferred to, processed on and maintained on servers located outside of your state, province, country, or other governmental jurisdiction where data protection laws may differ from those of your jurisdiction. By using our Website, you acknowledge and consent to such transfers.

2.9 Changes to Privacy Policy

We may update this Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page and updating the "Effective Date" at the top of this document.

3. Quality Academy Learning Resources Disclaimer

3.1 Educational Purpose

The 1factory, Inc. Quality Academy ("Quality Academy") provides educational content, resources, articles, guides, templates, and other materials related to quality management,

manufacturing practices, compliance, and related topics (collectively, "Learning Resources"). These Learning Resources are provided for general informational and educational purposes only.

3.2 Not Professional Advice

The Learning Resources available through the Quality Academy are not intended to be, and should not be construed as, professional advice nor serve as authoritative or official guidance for any regulatory, compliance or certification purposes. Specifically:

- **Not Legal Advice:** The Learning Resources do not constitute legal advice and should not be relied upon as a substitute for consultation with qualified legal counsel regarding compliance with applicable laws and regulations
- **Not Regulatory Compliance Guidance:** While our content may discuss regulatory requirements, it should not be considered or relied upon as official guidance on compliance with FDA, FAA, OSHA, ISO, or any other regulatory body
- **Not Consulting Services:** The Learning Resources are not a substitute for professional consulting or implementation services specific to your organization's needs

3.3 Industry Context

Manufacturing quality management practices, compliance requirements, and regulatory standards vary significantly based on:

- Industry sector (aerospace, medical devices, automotive, firearms, etc.)
- Geographic location and applicable jurisdictions
- Specific products and processes
- Organizational size and structure
- Applicable regulatory bodies and standards

You are solely responsible for determining which requirements and best practices apply to your specific situation and for ensuring compliance with all applicable laws, regulations, and standards.

3.4 No Warranty

THE LEARNING RESOURCES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. 1FACTORY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, TIMELINESS, OR RELIABILITY OF THE LEARNING RESOURCES. QUALITY MANAGEMENT PRACTICES, REGULATORY REQUIREMENTS, AND INDUSTRY STANDARDS EVOLVE OVER TIME, AND CONTENT MAY BECOME OUTDATED.

3.5 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, 1FACTORY SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF OR RELIANCE ON THE LEARNING RESOURCES, INCLUDING BUT NOT LIMITED TO:

- Decisions made based on information in the Learning Resources
- Compliance failures or regulatory issues
- Business losses or operational disruptions
- Damages resulting from inaccurate, incomplete, or outdated information

3.6 Third-Party Content and Links

The Quality Academy may include content from third-party sources or links to external websites. 1factory, Inc. does not endorse, verify, or assume responsibility for the accuracy or reliability of third-party content. Your use of third-party websites is at your own risk.

3.7 Proper Use of Learning Resources

Learning Resources are intended to:

- Provide general education about quality management concepts
- Share industry knowledge and best practices
- Support professional development
- Complement (not replace) professional training and consultation

We encourage you to:

- Consult with qualified professionals (legal counsel, regulatory experts, quality consultants) for specific guidance
- Verify information against current regulations and standards applicable to your situation
- Conduct your own research and due diligence
- Participate in formal training and certification programs where appropriate

3.8 Intellectual Property

All Learning Resources are protected by copyright and other intellectual property laws. You may use the Learning Resources for your personal, internal business purposes, but you may not:

- Republish, redistribute, or resell the Learning Resources
- Remove copyright or attribution notices
- Claim authorship of the content
- Use the content for commercial training programs without permission

3.9 User Contributions

If the Quality Academy allows user comments, questions, or contributions, you agree that:

- You own or have the right to share any content you submit
- Your contributions do not violate any laws or third-party rights
- 1factory, Inc. may use, modify, or remove user contributions at its discretion
- You grant 1factory, Inc. a perpetual license to freely use your contributions in connection with the Quality Academy

3.10 Updates and Changes

1factory, Inc. reserves the right to update, modify, or discontinue any Learning Resources at any time without notice. We are not obligated to update content to reflect changes in laws, regulations, or industry practices, though we endeavor to keep content current.

4. Contact Information

If you have any questions about these Terms of Service, Privacy Policy, Security Disclosure Policy, or Quality Academy Disclaimer, please contact us at:

1factory, Inc.
1525 McCarthy Blvd #1024, Milpitas, CA 95035
Email: support@1factory.com
Phone: +1-855-693-6836

5. Severability

If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable.

6. Entire Agreement

These Terms of Service, together with the Privacy Policy (included in Section 2 of these Terms of Service) and any other legal notices published by 1factory, Inc. on the Website, constitute the entire agreement between you and 1factory, Inc. concerning your use of the Website and supersede any prior agreements.