

TERMS OF USE

April 2020

General

Welcome to the 3D Hubs website (the “**Site**”). These Terms of Use (the “**Terms**”) create a legal agreement between you (“**You**”) and 3D Hubs.

3D Hubs is comprised of different legal entities including 3D Hubs, Inc., 3D Hubs Manufacturing LLC and 3D Hubs B.V. These Terms are issued on behalf of each of these companies and their affiliates, so when we mention “**3D Hubs**,” “**we**,” “**us**” or “**our**” in these Terms, we are referring to the relevant 3D Hubs group entity.

The Site is a copyrighted work belonging to 3D Hubs. Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. Without limitation to the preceding sentence, Your submission of information, including personal information, through or in connection with the Site is governed by the terms of our privacy policy as updated from time to time (“**Privacy Policy**”). All additional terms, guidelines, and rules, including our Privacy Policy, and our General Terms of Sale, are incorporated by reference into these Terms. Unless otherwise defined in these Terms, terms used here starting with a capital letter shall have the same meaning as in our General Terms of Sale.

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE WHICH AND APPLY TO ALL INFORMATION, RECOMMENDATIONS AND/OR SERVICES PROVIDED TO YOU ON OR THROUGH THE SITE. BY ACCESSING OR USING THE SITE, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SITE OR ACCEPT THESE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD OR OVER THE LEGAL AGE REQUIRED TO ENTER INTO A VALID CONTRACT UNDER LAW APPLICABLE TO YOU. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE.

Our Site, apps, products, and services are designed for businesses and their representatives. We do not target consumers – individuals who seek to use our products and services for their personal or household purposes.

1. Accounts

1.1 Account Creation. In order to use certain features of the Site, You must register for an account (“**Account**”) and provide certain information about Yourself as prompted by the account registration form. You represent and warrant that: (a) all required registration information You submit is truthful and accurate and (b) You will maintain the accuracy of such information. You may delete Your Account at any time, for any reason, by following the

instructions on the Site. We may suspend or terminate Your Account in accordance with these Terms.

1.2 Account Responsibilities. You are responsible for maintaining the confidentiality of Your Account login information and are fully responsible for all activities that occur under Your Account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of Your Account or any other breach of security. We cannot and will not be liable for any loss or damage arising from Your failure to comply with the above requirements.

2. Access to the Site

2.1 Certain Restrictions. The rights granted to You in these Terms are subject to the following restrictions: (a) You shall not license, sell, rent, lease, transfer, assign, distribute, host, reformat or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) You shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) You shall not access the Site in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality or content of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

2.2 Modification. We reserve the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to You. You agree that we will not be liable to You or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

2.3 No Support or Maintenance. You acknowledge and agree that We will have no obligation to provide You with any support or maintenance in connection with the Site.

2.4 Ownership. Excluding any User Content (defined below) that You may provide, You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by us or our suppliers. Neither these Terms (nor Your access to the Site) transfers to You or any third party any rights, title or interest in or to such intellectual property rights. We reserve all rights not granted in these Terms. There are no licenses granted under these Terms, whether implied, express or by implication or estoppel.

3. User Content

3.1 User Content. “**User Content**” means any and all information and content that a user submits to, or uses with, the Site (e.g., content in the user’s profile, content or data communicated to 3D Hubs in voice, email, text, or via other messaging and/or uploads including data, 3D CAD data and 2D technical drawings). You are solely responsible for Your User Content. You assume all risks associated with use of Your User Content, including any reliance on its accuracy, completeness or fit for purpose, or any disclosure of Your User Content by You that personally identifies You or any third party. You hereby represent and warrant that Your User Content does not violate our Acceptable Use Policy (as described herein). Because You alone are responsible for Your User Content, You may expose Yourself to liability if, for

example, Your User Content violates the Acceptable Use Policy. We are not obligated to backup any User Content, and Your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining Your own backup copies of Your User Content if You desire.

3.2 License. By providing User Content to 3D Hubs, You grant 3D Hubs an irrevocable, non-exclusive, perpetual, royalty-free, fully paid up, worldwide, transferable and sub-licensable right and license to use, copy, modify, reproduce, distribute and display the data (including 3D CAD Data and 2D technical drawings), documentation, drawings and specifications in Your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of (1) providing the Site and all information, recommendations and/or services provided to You on or through our Site and (2) to improve our products and services, improving our machine learning and pricing algorithms. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to Your User Content.

3.3 Publicity. By creating an account on the Site, You authorize 3D Hubs to use Your trademarks, logos, names or signs for marketing purposes. This means that 3D Hubs may mention You as a customer of 3D Hubs on our Site and in other promotional material such as advertising, press releases, interviews, promotional materials or presentations. We will not use Your name if You are a natural person, and the substantive content provided by You continues to be governed by the confidentiality clauses in these Terms.

3.4 Your representations

(a) You represent and warrant that You are authorized to use the Site and that You have the authority to conclude legally binding agreements. The Information offered by 3D Hubs on the Site is only available to individuals who are 18 years or older and who can form legally binding contracts under applicable law.

(b) You represent and warrant that all information You submit to the Site is accurate and truthful and that You have the full right and authority to provide us with all User Content, documentation, drawings and specifications, and You are authorized to grant the license referred to in Section 3.

(c) You also represent and warrant that You will use any User Content and resulting Parts in strict accordance with all applicable laws and requirements.

(d) You agree warrant that You will not use the Site or our services to: (i) upload, transmit, or distribute to or through the Site any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Site to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site (or to other computer systems, servers, hardware or networks connected to or used together with the Site, or other users or any other third party;), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Site; (vi) use software or automated agents or scripts to produce multiple accounts on the

Site, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site, including launching or using any automated means or process, such as “spiders”, “robots”, “load testers” etc., for retrieving or sending more communication than a natural person could reasonably produce or to create users accounts; or (vii) threaten or harass any person or entity.

(e) You also represent and warrant that You will use our Site, any User Content and resulting Parts in strict accordance with our Acceptable Use Policy.

3.5 Acceptable Use Policy. The following terms constitute our “**Acceptable Use Policy**”:

(a) will only use the Site in compliance with, and understand and agree with, including making the relevant certifications under, our 3D Hubs export control policy (the “**Export Control Policy**”), as follows:

(i) **You understand that 3D Hubs does not accept Export Controlled Data.** “**Export Controlled Data**” is defined as data which is controlled for export under E.U. or US law, as applicable based on Your place of order, residency and/or status under E.U. and U.S. law. Under E.U. law, this includes (technical) data and/or end Parts that are: (1) controlled under the [Common Military List of the European Union](#) or any EU Member State equivalent, or (2) subject to the [EU Dual Use Regulation 428/2009](#) (as amended by [Regulation 2019/2199](#)). Under U.S. law, this includes technical data and/or end Parts that are: (1) controlled under the [International Traffic in Arms Regulations](#), or (2) subject to the [Export Administration Regulations](#), and controlled at any level beyond EAR99.

(ii) **You certify that Your data (including 3D CAD data and drawings) and/or Your Order DOES NOT include Export Controlled Data.**

(iii) **You understand that by uploading Your data to the Site, You are exporting data to another country.** 3D Hubs maintains operations abroad, employs persons abroad, and has printing and manufacturing partners abroad.

(iv) You certify that You understand that it is Your responsibility to determine and provide the appropriate export classification for the products and related technology and software to be provided to 3D Hubs and to comply with prohibition on Export Controlled Data provided herein. 3D Hubs relies entirely on You to provide accurate information for purposes of compliance with applicable export control laws. The export classification indicates whether the product and related technologies are controlled, the relevant jurisdiction or jurisdictions, when an export license is required, and whether the product and technology qualify for a license exception. An incorrect classification could result in export control violations, which could in turn lead to significant fines and other sanctions.

(v) You represent and warrant that the production, shipping, sale and use of the Parts or tooling by us in response to Your Order, does not violate any export control laws or regulations.

(vi) You represent and warrant that You will not, directly or indirectly, (1) sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from 3D Hubs to any destination, entity, or person prohibited by law or regulation or (2) use Parts for any

use prohibited by law or regulation, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

(b) You further represent and warrant that You will only use the Site in compliance with, and understand and agree with our 3D Hubs content policy (the “**Content Policy**”), as follows. You represent and warrant that Your User Consent (including 3D CAD data and drawings), Your Order and/or the production, shipping, sale and use of the Parts or tooling by us:

(i) Does not contain any weapons. “**Weapons**” is broadly defined as:

- Firearms, firearm component parts, or ammunition. This includes (1) any device which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (2) any device capable of being concealed on the person from which a shot can be discharged through the energy of an explosive; (3) any component part integral to the safe firing of a projectile by means of an explosive from a device described in (1) or (2); and (4) ammunition including cartridge cases, primers, bullets, or propellant powder designed for use in any firearm;
- Bladed weapons. This includes knives designed to cause bodily harm and any part or component thereof. A bladed weapon includes automatic knives, knives that are undetectable by a metal detector, stilettos, switchblades, butterfly knives, throwing knives, folding knives, gravity knives, and disguised knives (for example, a sword cane).
- Explosive devices. This includes grenades, rockets, explosives, incendiary devices, missiles, land mines, and related parts or components thereof;
- Toy guns or other items with arms-like appearance. This includes paintball guns, airsoft guns, training weapons, mock guns, mock weapons, weapon replicas and items that look like a gun or other weapon; and
- Arms-related items and/or weapon accessories. Accessories, parts or components to any weapon if that accessory/part/component contributes to the functioning of the weapon and/or attaches to the item. For example, this includes scopes, mounts and knife handles because they are attached to a weapon, but would not include a knife case or holster because they are neither attached to nor contribute to the functioning of the weapon.

(ii) Does not contain any critical (functional) parts for aerospace, watercraft, offshore, automotive and or medical applications;

(iii) Does not violate, misappropriate or infringe any intellectual property rights (including but not limited to any copyright, patent, design right, trademark, trade secret or any other proprietary rights) or any third party rights;

(iv) Does not contain information, which is false, inaccurate, misleading, harassing, racially or ethnically offensive, discriminatory, harmful to minors, libelous or defamatory, including information used to produce counterfeit goods;

(v) Is not contrary to or in violation of any applicable law or regulations or public policy; and

(vi) Does not violate our **Export Control Policy**.

(c) Please be informed that the use of our Site and/or uploading of User Content to print a firearm may be punishable by law. 3D Hubs has a (statutory) obligation to report User Content and/or Orders for firearms that it considers reasonably suspicious.

(d) 3D Hubs reserves the right to reject any use of our Site and/or Order that is based on User Content that it feels—in its discretion—violates this **Acceptable Use Policy**. It is and remains Your sole responsibility to comply with this **Acceptable Use Policy** when using the Site and/or uploading designs to the Site and placing Orders. 3D Hubs is not obliged to check the User Content before accepting or executing any Order or having the Parts manufactured by its manufacturing partners.

IF YOU HAVE ANY DOUBT WHETHER YOUR USE OF THE SITE AND/OR USER CONTENT AND/OR THE PRODUCTION, SHIPPING, SALE AND USE OF THE PARTS OR TOOLING BY US IS PERMITTED UNDER OUR ACCEPTABLE USE POLICY, DO NOT USE THE SITE OR UPLOAD YOUR DATA.

3.6 Enforcement. We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against You in our sole discretion if You violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying Your User Content, terminating Your Account, and/or reporting You to law enforcement authorities. Any attempt by You to damage the Site or to undermine the legitimate operations of 3D Hubs' business or services may be a violation of criminal and civil laws and should any such attempt be made; we reserve the right to seek damages from You to the fullest extent permitted by law.

3.7 Feedback. If You provide us with any feedback or suggestions regarding the Site ("**Feedback**"), You hereby assign to us all rights in such Feedback and agree that we shall have the right to use and fully exploit such Feedback and related information in any manner we deem appropriate. We will treat any Feedback You provide to us as non-confidential and non-proprietary. You agree that You will not submit to us any Feedback that You consider to be confidential or proprietary.

4. Third-Party Links & Ads

4.1 Third-Party Links & Ads. The Site may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, "**Third-Party Links & Ads**"). Such Third-Party Links & Ads are not under our control, and we are not responsible for any Third-Party Links & Ads. We provide access to these Third-Party Links & Ads only as a

convenience to You, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at Your own risk, and should apply a suitable level of caution and discretion in doing so. When You click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation You feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

4.2 Release. You hereby release and forever discharge 3D Hubs (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, any Third-Party Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

5. Indemnification. You agree to indemnify and hold 3D Hubs (and its officers, directors, employees, representatives and agents), and for avoidance of doubt its affiliates (and their officers, directors, employees, representatives and agents), and its and its affiliates' (sub)contractors (including manufacturing partners), harmless from and against any liabilities, losses, claims, demands, damages, penalties, costs and other expenses (including attorneys' fees and court costs and litigation expenses) arising out of or from (a) Your use of the Site, (b) Your violation of these Terms, (c) Your violation of applicable laws or regulations or (d) Your User Content. 3D Hubs reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify us, and You agree to cooperate with our defense of these claims. You agree not to settle any matter without our prior written consent. We will use reasonable efforts to notify You of any such claim, action or proceeding upon becoming aware of it.

6. Disclaimers

6.1 The Site and our services are for general information purposes only and do not constitute advice.

6.2 THE SITE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, 3D HUBS (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF MALWARE AND VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF MANDATORY LAW REQUIRES ANY WARRANTIES WITH RESPECT TO

THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

6.3 In the event that mandatory law does not allow any of the exclusions or limitations of liability or any of the disclaimers of warranties mentioned in these Terms, such exclusions, limitations or disclaimers shall be limited to the maximum extent permitted by applicable law.

7. Limitation on Liability

7.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND SUBJECT TO THE FINAL PARAGRAPH OF THIS SECTION, IN NO EVENT SHALL 3D HUBS (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CLAIMS, ACTIONS, INJURY, LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY OR DEATH, LOST PROFITS, LOST DATA, LOST INCOME, LOSS OR DAMAGE TO PROPERTY, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY DIRECT OR INDIRECT, COMPENSATORY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE (I) TERMS; (II) YOUR USE OF, OR INABILITY TO USE, THE SITE – INCLUDING BUT NOT LIMITED TO – DAMAGES CAUSED BY MALWARE, VIRUSES OR ANY INCORRECTNESS OR INCOMPLETENESS OF THE INFORMATION OR THE SITE; (III) YOUR USE OF, OR INABILITY TO USE, ELECTRONIC MEANS OF COMMUNICATION WITH THIS SITE – INCLUDING BUT NOT LIMITED TO – DAMAGES RESULTING FROM FAILURE OR DELAY IN DELIVERY OF ELECTRONIC COMMUNICATIONS, INTERCEPTION OR MANIPULATION OF ELECTRONIC COMMUNICATIONS BY THIRD PARTIES OR BY COMPUTER PROGRAMS USED FOR ELECTRONIC COMMUNICATIONS AND TRANSMISSION OF VIRUSES; (IV) OR CLAIMS OF THIRD-PARTIES; IN EACH CASE WHETHER IN AN ACTION OF CONTRACT OR TORTIOUS ACTION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

7.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF THE AMOUNT PAID BY YOU TO US UNDER THE ORDER UNDER WHICH THE LIABILITY AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS.

7.3 THE EXCLUSIONS IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUT 3D HUBS DOES NOT EXCLUDE ANY LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy provided herein.

8. Term and Termination. Subject to this Section, these Terms will remain in full force and effect while You use the Site. We may suspend or terminate Your rights to use the Site (including Your Account) at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of Your rights under these Terms, Your

Account and right to access and use the Site will terminate immediately. You understand that any termination of Your Account may involve deletion of Your User Content associated with Your Account from our live databases. 3D Hubs will not have any liability whatsoever to You for any termination of Your rights under these Terms, including for termination of Your Account or deletion of Your User Content. Even after Your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2 through 9.

9. General

9.1 Changes. These Terms are subject to occasional revision. If we make any substantial changes, we may notify You by sending You an e-mail to the last e-mail address You provided to us (if any), and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with Your most current e-mail address. In the event that the last e-mail address that You have provided us is not valid, or for any reason is not capable of delivering to v the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. These changes will be effective immediately for new users of our Site. Continued use of our Site following notice of such changes shall indicate Your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. If You are not a new user and/or do not use our Site for thirty (30) calendar days following our dispatch of an e-mail notice to You (if applicable) or thirty (30) calendar days following our posting of the changes on our Site (if applicable), then the expirations of the thirty (30) days will indicate Your acknowledgement of such changes.

9.2 Sanctions. You may not use this Site or any 3D Hubs' services if You are the subject of U.S. or E.U. sanctions or of sanctions consistent with U.S. or E.U. law imposed by the governments of the country where You are using the Site and/or 3D Hubs' services.

9.3 Disclosures. We are located at the addresses listed in these Terms.

9.4 Electronic Communications. The communications between You and us use electronic means, whether You use the Site or send us emails, or whether 3D Hubs posts notices on the Site or communicates with You via email. For contractual purposes, You (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to You electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect Your non-waivable rights.

9.5 Entire Agreement. These Terms, together with the General Terms of Sale (if You place an Order) and Privacy Policy, constitute the entire agreement between You and us regarding the use of the Site and/or any Orders.

9.6 Waiver. A waiver by us of any right or remedy under these Terms shall only be effective if it is in writing, executed by a duly authorized representative of ours and shall apply only to the circumstances for which it is given. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or remedy, nor shall it prevent any future exercise or enforcement of such right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of any such right or remedy or other rights or remedies.

9.7 Headings and Interpretation. The Section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”.

9.8 Consumer Prohibition. If, contrary to the General Section of these Terms, these Terms are used in a situation in which You are a consumer and not a professional customer, some terms and conditions will not apply to You. In this case these General Terms of Sale are applicable to the extent permitted by applicable consumer law; Your rights under these laws are not affected or limited by these General Terms of Sale. Because Your Orders are made to order, no right (statutory or otherwise) of withdrawal or cancellation applies.

9.9 Severability. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it most closely matches the original provision and is valid and enforceable to the maximum extent permitted by law. The remaining provisions shall be enforced.

9.10 Relationship between You and us. You confirm that You are acting on Your own behalf and not for the benefit of any other person. Your relationship to 3D Hubs is that of a User, and neither party is an employee, agent, partner, franchisee, owner, joint venturer or representative of the other party.

9.11 Assignment. These Terms, and Your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by You without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. 3D Hubs may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

9.12 Non-exclusivity. The contractual relationship is non-exclusive. Each party is free to contract with other third parties subject to its obligations under these Terms. You agree that nothing (including using our Site, or 3D Hubs reviewing Your files and/or quote) will preclude us from manufacturing other parts or working with other companies, whether or not those companies or parts are substantially similar to, or competitive with, Your files, Parts or Order and/or the services that we provide to You.

9.13 Governing Law and Exclusive Forum. The laws of the State of Delaware will apply if You access the Site in the US, and the laws of the Netherlands will apply if You access the Site outside the US, to any disputes arising out of or relating to these Terms, without regard to conflict of laws principles. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded. Unless provided otherwise by operation of applicable mandatory law, any dispute, claim, clause of action or proceeding arising out of, or in connection with, these Terms, the relationship between 3D Hubs and You, Your use of the Site or our services, on any basis whatsoever, shall be brought in the state or federal courts located in New Castle County, Delaware, if You access the Site in the US, or in Amsterdam, The Netherlands, if You access the Site outside the US, and You and 3D Hubs shall submit to the exclusive jurisdiction of such courts and waive any and all jurisdictional, venue and inconvenient forum objections to such courts.

9.14 Copyright/Trademark Information. Copyright © 2020 3D Hubs. All rights reserved. All trademarks, logos and service marks (“**Marks**”) displayed on the Site are our

property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

9.15 Contact Information. If You wish to contact us in writing, or if these Terms require You to give notice to us in writing, please contact us at:

3D Hubs B.V.
Head of Legal
Danzigerkade 23A
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+31 85 888 7380
legal@3dhubs.com

or

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Further contact information, including country specific contact information, may be found on <https://www.3dhubs.com>.