

# 3DPRINTABLE TERMS AND CONDITIONS

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PLEASE FIND BELOW THE TERMS AND CONDITIONS GOVERNING THE 3DPRINTABLE OFFERINGS, INCLUDING:

- ACCESSING, DOWNLOADING OR USING ANY OF THE 3DPRINTABLE APPS;
- CREATING ANY COLLECTIBLE ON THE 3DPRINTABLE APPS OR TRADING, BUYING, SELLING, TRANSFERRING OR RECEIVING ANY COLLECTIBLE THAT WAS CREATED ON A 3DPRINTABLE APP;

These terms and conditions (these “***Terms***”) have been established by 3DPrintable Company to govern the Offerings. By engaging in or undertaking any of the aforementioned activities, you will be deemed to be a “***User***” who is legally bound by these Terms.

Please contact us at [admin@3dprintable.io](mailto:admin@3dprintable.io) for any questions or issues.

## AGREEMENT

### 1. CERTAIN DEFINED TERMS AND RELATED INFORMATION

#### 1.1 NFTs and Collectibles.

(a) “***NFTs***” means Ethereum-based tokens complying with the ERC-721 standard, ERC-1155 standard or other similar “non-fungible” token standard. NFTs are intended to be “non-fungible” tokens representing a unique Collectible; however, certain NFTs may be fungible with one another (i.e., all such NFTs are associated with the same Collectible Metadata) while being non-fungible with other NFTs (i.e., such NFTs are associated with different Collectible Metadata).

#### (b) Collectibles

(i) “***Collectible***” means the association on Ethereum or Polygon of an NFT with a Uniform Resource Identifier (“***URI***”) identifying an appropriately configured JSON file conforming to the ERC-721 Metadata JSON Schema, ERC-1155 Metadata URI JSON Schema or a similar JSON schema, as applicable (such JSON file, the “***Collectible ID***”). In the future, other blockchains may be incorporated into the 3DPrintable Apps.

(ii) The Collectible ID of a Collectible specifies the properties of the Collectible, including the name and description of the Collectible (the “**Collectible Descriptors**”), a URI identifying any image file associated with the Collectible (the “**Collectible Image**”), a URI identifying any 3d model file associated with the Collectible (the “**Collectible File**”), and potentially other “metadata” associated with the Collectible (the Collectible Descriptors, Collectible Image, Collectible File and such other metadata, collectively, the “**Collectible Metadata**”). The Collectible Metadata for Collectibles created through the 3DPrintable Applications are stored on IPFS through an IPFS node operated by Moralis Company. The Collectible Metadata for Collectibles created outside the 3DPrintable Applications may be stored in other ways, depending on how such Collectibles were created.

(iii) There can be no guarantee or assurance of the uniqueness, originality or quality of any Collectible or Collectible Metadata. In the absence of an express legal agreement between the creator of a Collectible and purchasers of the Collectible, there cannot be any guarantee or assurance that the purchase or holding of the Collectible confers any license to or ownership of the Collectible Metadata or other intellectual property associated with the Collectible or any other right or entitlement, notwithstanding that User may rightfully own or possess the NFT associated with the Collectible.

(iv) 3DPrintable Company may from time to time remove certain Collectibles from the 3DPrintable Apps or restrict the creation of Collectibles on the 3DPrintable Apps in 3DPrintable Company’s sole and absolute discretion, including in connection with any belief by 3DPrintable Company that such Collectible violates these Terms or the terms and conditions or privacy policy of the 3DPrintable Apps. 3DPrintable Company does not commit and shall not be liable for any failure to support, display or offer or continue to support, display or offer any Collectible for trading through the 3DPrintable Apps.

## 1.2 Offerings.

(a) “**Offerings**” means the 3DPrintable Platform and all uses thereof, the 3DPrintable Apps and the 3DPrintable DEX System. In the future, 3DPrintable may create a crypto token to be used in a DAO governance structure.

(b) “**3DPrintable Apps**” means the consumer software applications created, operated and made publicly available by 3DPrintable Company for transactions involving Collectibles. On the date these Terms were first published, the 3DPrintable Apps consisted of the world wide web application hosted at <https://3dprintable.io/> (the “**3DPrintable Website**”). In the future, 3DPrintable Company may release one or more mobile applications (the “**3DPrintable Mobile Apps**”).

(c) “**3DPrintable Company**” means 3DPrintable Inc., a Alberta, Canada corporation.

(d) “**3DPrintable DEX System**” means the bytecodes (aka “smart contracts”) for creating, buying, selling and transferring NFTs and Collectibles that are officially supported in the 3DPrintable Apps, as they may be modified or supplemented from time to time pursuant to Section 3.4. On the date these Terms were first published, the 3DPrintable DEX System only uses Moralis plug-ins that have built in functionality for dealing with the “smart contracts”

(e) “**3DPrintable Platform**” means the 3DPrintable Apps and 3DPrintable DEX System, collectively.

**1.3 “Ethereum”** means the Ethereum mainnet and the consensus blockchain for such mainnet (networkID:1, chainID:1) as recognized by the official Go Ethereum Client, or, if applicable, the network and blockchain generally recognized as the legitimate successor thereto.

**1.4 “Polygon”** means the Polygon mainnet and the consensus blockchain for such mainnet (networkID:137, chainID:137) as recognized by the official Polygon Go Client, or, if applicable, the network and blockchain generally recognized as the legitimate successor thereto.

## **1.5**

## **2. CERTAIN GENERAL TERMS**

**2.1 User Responsible for Accounts / Addresses.** Users are responsible for all matters relating to their accounts (if any) on the 3DPrintable Apps or the blockchain accounts or addresses through which they interact with the Offerings, and for ensuring that all uses thereof comply fully with these Terms. Users are responsible for protecting the confidentiality of their login information and passwords (if applicable) for the 3DPrintable Apps or the private keys controlling the relevant blockchain accounts or addresses through which they interact with the Offerings.

**2.2 3DPrintable May Discontinue Offerings.** 3DPrintable Company shall have the right at any time to change or discontinue any or all aspects or features of the Offerings.

**2.3 3DPrintable May Deny Access to or Use of the Offerings.** 3DPrintable Company reserves the right to terminate a User’s access to or use of any or all of the Offerings at any time, without or without notice, for violation of these Terms or for any other reason or based on the discretion of 3DPrintable Company. 3DPrintable Company reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in 3DPrintable’s Company sole discretion. Collectibles or other materials uploaded to the Offerings may be subject to limitations on usage, reproduction and/or dissemination; Users are responsible for adhering to such limitations if you acquire a Collectible. Users must always use caution when giving out any personally identifiable information through any of the Offerings. 3DPrintable Company does not control or endorse the content, messages or information found in any Offerings and 3DPrintable Company specifically disclaims any liability with regard to the Offerings and any actions resulting from any User’s participation in any Offerings.

**2.4 Monitoring.** 3DPrintable Company shall have the right, but not the obligation, to monitor the content of the Offerings, to determine compliance with this TOU and any operating rules established by 3DPrintable Company and to satisfy any law, regulation or authorized government request. 3DPrintable Company shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted through the Offerings. Without limiting the foregoing, 3DPrintable Company shall have the right to remove any material that 3DPrintable Company, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable

**2.5 Copyright Notice.** “3DPrintable” and its logos are trademarks of 3DPrintable Company. All rights reserved. All other trademarks appearing in the Offerings are the property of their respective owners.

**2.6 Privacy Policy.** To access the Offerings, a User must explicitly consent to 3DPrintable Company’s privacy and data security practices, which can be found by visiting our privacy policy at <https://3DPrintable.io/privacy>. [Update once on landing page]

### **3. THE 3DPRINTABLE DEX SYSTEM AND 3DPRINTABLE APPS**

**3.1 Nature of 3DPrintable DEX System.** The 3DPrintable DEX System is a public software utility deployed using the Moralis SDK, which is connected to Ethereum nodes or indirectly through any compatible Ethereum “wallet” application which interacts with such a node.

**3.2 Relationship of 3DPrintable DEX System and 3DPrintable Apps.** Interacting with the 3DPrintable DEX System does not require use of the 3DPrintable Apps, but the 3DPrintable Apps provide a potentially more convenient and user-friendly method of reading and displaying data (including Collectible Metadata) from the 3DPrintable DEX System and generating standard transaction messages compatible with the 3DPrintable DEX System. Interacting with the 3DPrintable DEX System through the 3DPrintable Apps requires use of an independent, User-operated Ethereum wallet application through which the user may broadcast the transaction message to Ethereum for processing by Ethereum nodes. The 3DPrintable Apps may be used to generate standard transaction messages for interacting with the 3DPrintable DEX System and transmitting those messages to the wallet application. Through the wallet application, a User may broadcast the transaction message to Ethereum for processing by Ethereum nodes. Assuming normal operation of the wallet and the relevant Ethereum nodes, the Ethereum nodes should utilize such transaction messages to make function calls against the relevant bytecode and ultimately include the results of such computations in an Ethereum transaction block, thus effectuating an interaction with the 3DPrintable DEX System.

**3.3 License to Use the 3DPrintable Platform.** Each User, subject to and conditioned upon such User’s acceptance of and adherence to these Terms, is hereby granted a nontransferable, personal, non-sub- licensable license to use the 3DPrintable DEX System and 3DPrintable Apps for their intended purposes.

**3.4 Alterations to 3DPrintable DEX System.** 3DPrintable Company may from time to time alter the list of smart contracts which are included in the 3DPrintable DEX System by adding or removing bytecode addresses from the official list of smart contracts supported by the 3DPrintable Apps, including pursuant to upgrades, forks, security incident responses or chain migrations. In the event any bytecode is removed from the 3DPrintable DEX System, users would no longer be able to interact with or read the data that is associated such bytecode through the 3DPrintable Apps. It is intended (though cannot be guaranteed) that Users would continue to be able to interact with such bytecode directly through any Ethereum node or indirectly through any compatible Ethereum wallet application, but such interactions may require technical expertise beyond those of most Users.

**3.5 Content.** All content on the 3DPrintable Platform is created by Users. 3DPrintable Company makes no representations or warranties as to the quality, origin, or ownership of any content found in the Offerings. 3DPrintable Company shall not be liable for any errors, misrepresentations, or omissions in, of, and about, the content, nor for the availability of the content. 3DPrintable Company shall not be liable for any losses, injuries, or damages from the purchase, inability to purchase, display, or use of content.

#### **3.6 DMCA Notices for Claims of Copyright Infringement.**

**(a) Takedown Requests.** 3DPrintable Company will respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act. If a User or other person believes that their intellectual property rights have been infringed, please notify us immediately. For 3DPrintable Company to respond, the complaint must provide the following information:

**(i)** a physical or electronic signature of the copyright owner or of a person authorized to act on behalf of the copyright owner;

(ii) a clear identification of the copyrighted work that is claimed to be infringing;

(iii) identification of the online material that is claimed to be infringing, including, if possible, a URL representing a link to the material on the 3DPrintable website;

(iv) information sufficient to permit 3DPrintable Company to contact the complainant, such as email address, physical address, and/or telephone number;

(v) a statement that the complainant has a good-faith belief that the relevant material is being used in a way that is not authorized by the copyright owner, its agent, or under the law; and

(vi) a statement, made under penalty of perjury, that the above information is accurate, and the complainant is the copyright owner or is authorized to act on behalf of the copyright owner.

(b) Submission of Takedown Requests. Users may submit their takedown requests using the following contact information:

3DPrintable, Inc.  
Attn. DMCA Notice  
11650 Elbow Dr SW  
Calgary, AB T2J 3J5

Email: admin@3dprintable.io

(c) DMCA Counter-Notices. If a User believes that a User's material has been removed by mistake or misidentification, the User may provide 3DPrintable Company with a written counter- notification containing the following information:

(i) the User's name, address, telephone number, and email address;

(ii) a description of the material that was removed, along with the URL where the content was posted in the Offerings prior to its removal;

(iii) the following statement: "I swear, UNDER PENALTY OF PERJURY, that I have a good-faith belief that the material was removed or disabled due to a mistake or misidentification of the material to be removed or disabled";

(iv) a statement that the User consents to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if the User's address is outside of the United States, any jurisdiction in which the User may be properly served, and that the User will accept service of process from the person (or their agent) who filed the original DMCA notice; and

(v) the User's electronic or physical signature.

Upon receipt of a valid counter notification, 3DPrintable Company will forward it to the party who submitted the original DMCA notification. The original party (or their representative) will then have ten (10) days to notify us that he or she has filed legal action relating to the allegedly infringing material.

If 3DPrintable Company does not receive any such notification within 10 days, 3DPrintable Company may restore the material to the Offerings.

(d) **Repeat Infringers.** 3DPrintable Company reserves the right to terminate the accounts or block usage of the Offerings of any party who is a repeat infringer or who is repeatedly charged with infringement.

#### **4. FEES, COMMISSIONS, ROYALTIES AND OTHER CHARGES]**

**4.1 Fees.** Creating, buying, selling or transferring Collectibles may be subject to fees, commissions, royalties and other charges (“**Fees**”) established from time to time in the sole discretion of 3DPrintable Company, a Collectible creator or participants in the Ethereum and Polygon ecosystem. On the date of initial publication of these Terms, Fees include: (a) service fees established by and payable to 3DPrintable Company; (b) commissions on secondary sales of Collectibles, established by and payable to the creators of such Collectibles; and (c) “gas” (fees paid to Ethereum miners or Polygon validators in ETH or MATIC through Users’ independent wallet applications as consideration for mining the Users’ transactions, respectively). Service fees may be adjusted from time to time in the sole discretion of 3DPrintable Company. Commissions are set in the sole discretion of the Collectible creator and may range from 0% to 100%; in the event that a User acquires a Collectible with a 100% commission, the User will be unable to collect any proceeds of a sale of that Collectible on the 3DPrintable Platform. “Gas” fees are set by the User through the User’s independent Ethereum wallet application, based on the market conditions on Ethereum.

**4.2 Forms of Payment.** Fees may be paid or payable solely in the manner determined in the sole discretion of 3DPrintable Company. On the date of initial publication of these Terms, all Fees must be paid in ETH or MATIC.

**4.3 Finality; No Refunds.** All transactions involving the Offering are final. All Fees relating are non-refundable except at the sole discretion of 3DPrintable Company (for service fees and other fees within its control) or applicable third parties (Collectibles creators, Ethereum miners or Polygon validators, etc.).

#### **5. ACCEPTABLE & PROHIBITED USES OF THE OFFERINGS**

**5.1 Acceptable Uses.** The 3DPrintable Platform and other Offerings are reserved exclusively for lawful consumer entertainment and artistic purposes (the “**Permitted Uses**”).

**5.2 Prohibited Uses.** Users must not, directly or indirectly:

(a) employ any device, scheme or artifice to defraud, or otherwise materially mislead, 3DPrintable Company or any member of the 3DPrintable Community, including by impersonating or assuming any false identity;

(b) engage in any act, practice or course of business that operates or would operate as a fraud or deceit upon the 3DPrintable Company or any member of the 3DPrintable Community;

(c) violate, breach or fail to comply with any applicable provision of these Terms or any other terms of service, privacy policy, trading policy or other contract governing the use of any the Offerings or any relevant NFTs or Collectibles;

(d) use the Offerings by or on behalf of a competitor of the 3DPrintable Company or competing platform or service for the purpose of interfering with the Offerings to obtain a competitive advantage;

(e) engage or attempt to engage in or assist any hack of or attack on the 3DPrintable Apps, 3DPrintable DEX System or any member of the 3DPrintable Community, including any “sybil attack”, “DoS attack” or “griefing attack” or theft of Collectibles, funds, or upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another’s computer or property or interfere with the Offerings;

(f) create, buy, sell or use any Collectible that infringes or in a manner infringing the copyright, trademark, patent, trade secret or other intellectual property or other proprietary rights of others, or upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws (including, copyright or trademark laws) or rights of privacy or publicity unless the applicable User owns or controls the rights thereto or has received all necessary consent to do the same;

(g) commit any violation of applicable laws, rules or regulations;

(h) use the Offerings in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise);

(i) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

(j) publish, post, distribute or disseminate any profane, obscene, pornographic indecent or unlawful content, pictures, topic, name, material or information;

(k) engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or fraudulent, deceptive or manipulative trading activities, including:

(i) trading a Collectible at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such Collectible, unduly or improperly influencing the market price for such Collectible or establishing a price which does not reflect the true state of the market in such Collectible;

(ii) for the purpose of creating or inducing a false or misleading appearance of activity in a Collectible or creating or inducing a false or misleading appearance with respect to the market in a Collectible:

(A) executing or causing the execution of any transaction in a Collectible which involves no material change in the beneficial ownership thereof; or

(B) entering any order for the purchase or sale of a Collectible with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such Collectible, has been or will be entered by or for the same or different parties; or

(iii) participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of a Collectible;

(l) utilize the Offerings to transact in securities, commodities futures, trading of commodities on a leveraged, margined or financed basis, binary options (including prediction-market

transactions), real estate or real estate leases, equipment leases, debt financings, equity financings or other similar transactions;

(m) utilize the Offerings to buy, sell or advertise personal, professional or business services;

(n) utilize the Offerings to engage in token-based or other financings of a business, enterprise, venture, DAO, software development project or other initiative, including ICOs, DAICOs, IEOs, “yield farming” or other token-based fundraising events; or

(o) utilize the Offerings primarily as a general-purpose communications or messaging or social networking platform.

The foregoing matters are referred to herein as “*Prohibited Uses*”.

## **6. RISKS, DISCLAIMERS AND LIMITATIONS OF LIABILITY.**

**6.1 No Consequential, Incidental or Punitive Damages.** Notwithstanding anything to the contrary contained in these Terms, 3DPrintable Company shall not be liable to any person, whether in contract, tort (including pursuant to any cause of action alleging negligence), warranty or otherwise, for special, incidental, consequential, indirect, punitive or exemplary damages (including but not limited to lost data, lost profits or savings, loss of business or other economic loss) arising out of or related to these Terms, whether or not 3DPrintable Company has been advised or knew of the possibility of such damages, and regardless of the nature of the cause of action or theory asserted.

**6.2 Limitation of Liability.** 3DPrintable Company’s liability for damages to each User shall in all cases be limited to, and under no circumstances shall exceed, 3DPrintable Company’s service fees actually received by 3DPrintable Company from such User.

**6.3 Disclaimer of Representations.** The Offerings are being provided on an “AS IS” and “AS AVAILABLE” basis. To the fullest extent permitted by law, 3DPrintable Company is not making, and hereby disclaims, any and all information, statements, omissions, representations and warranties, express or implied, written or oral, equitable, legal or statutory, in connection with the Offerings and the other matters contemplated by these Terms, including any representations or warranties of title, non-infringement, merchantability, usage, security, uptime, reliability, suitability or fitness for any particular purpose, workmanship or technical quality of any code or software used in or relating to the Offerings. User acknowledges and agrees that use of the Offerings is at the User’s own risk.

**6.4 No Responsibility for Collectibles; No Guarantee of Uniqueness or IP.** 3DPrintable Company has no responsibility for the Collectibles created or traded by Users on the 3DPrintable Platform. 3DPrintable Company does not investigate and cannot guarantee or warrant the authenticity, originality, uniqueness, marketability, legality or value of any Collectible created or traded by Users on the 3DPrintable Platform.



**6.5 No Professional Advice or Liability.** All information provided by or on behalf of 3DPrintable Company is for informational purposes only and should not be construed as professional, accounting or legal advice. Users should not take or refrain from taking any action in reliance on any information contained in these Terms or provided by or on behalf of 3DPrintable Company. Before Users make any financial, legal, or other decisions involving the Offerings, Users should seek independent professional advice from persons licensed and qualified in the area for which such advice would be appropriate.

**6.6 Limited Survival Period for Claims.** Any claim or cause of action a User may have or acquire in connection with the Offerings or any of the other matters contemplated by these Terms shall survive for the shorter of, and may be brought against 3DPrintable Company solely prior to: (a) the expiration of the statute of limitations applicable thereto; and (b) the date that is six months after the date on which the facts and circumstances giving rise to such claim or cause of action first arose.

**6.7 Third-Party Offerings and Content.** References, links or referrals to or connections with or reliance on third-party resources, products, services or content, including smart contracts developed or operated by third parties, may be provided to Users in connection with the Offerings. In addition, third parties may offer promotions related to the Offerings. 3DPrintable Company does not endorse or assume any responsibility for any activities of or resources, products, services, content or promotions owned, controlled, operated or sponsored by third parties. If Users access any such resources, products, services or content or participate in any such promotions, Users do so solely at their own risk. Each User hereby expressly waives and releases 3DPrintable Company from all liability arising from User's use of any such resources, products, services or content or participation in any such promotions. User further acknowledges and agrees that 3DPrintable Company 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 use of or reliance on any such resources, products, services, content or promotions from third parties.

**6.8 Certain Uses and Risks of Blockchain Technology.**

(a) Use of Blockchain Technology. 3DPrintable Company utilizes experimental cryptographic technologies and blockchain technologies, including tokens, cryptocurrencies, stablecoins, "smart contracts," consensus algorithms, voting systems and distributed, decentralized or peer-to-peer networks or systems in performing the Offerings. Each User acknowledges and agrees that such technologies are novel, experimental, and speculative, and that therefore there is significant uncertainty regarding the operation and effects and risks thereof and the application of existing law thereto.

(b) Certain Risks of Blockchain Technology. The technology utilized in delivering the Offerings depends on public peer-to-peer networks such as Ethereum that are not under the control or influence of 3DPrintable Company and are subject to many risks and uncertainties. Such technologies include the 3DPrintable DEX System, which 3DPrintable Company may have limited or no ability to change, other than ceasing to support certain "smart contracts" and adding support for new "smart contracts". Users are solely responsible for the safekeeping of the private key associated with the blockchain address used to participate in the Offerings. 3DPrintable Company will not be able to restore or issue any refund in respect of any Collectibles due to lost private keys. If a User are not able to spend or use a Collectible due to loss or theft of the corresponding private key or otherwise, a User will be unable to exercise their rights with respect to such Collectible.

(c) Certain Risks of Smart Contract Technology. Collectibles and other digital assets relevant to the 3DPrintable Platform depend on the 3DPrintable DEX System or other smart contracts deployed to Ethereum or Polygon, some of which may be coded or deployed by persons other than 3DPrintable Company. Once deployed to Ethereum or Polygon, the code of smart contracts, including the 3DPrintable DEX System, cannot be modified. In the event that the 3DPrintable DEX System or other smart contracts are adversely affected by malfunctions, bugs, defects, hacking, theft, attacks, negligent coding or design choices, or changes to the protocol rules of Ethereum or Polygon, Users may be exposed to a risk of

total loss and forfeiture of all Collectibles and other relevant digital assets. 3DPrintable Company assumes no liability or responsibility for any of the foregoing matters, except as otherwise expressly provided by these Terms or required by applicable law.

(d) Asset Prices. The fiat-denominated prices and value in public markets of assets such as ETH, NFTs and Collectibles have historically been subject to dramatic fluctuations and are highly volatile. As relatively new products and technologies, blockchain-based assets are not widely accepted as a means of payment for goods and services. A significant portion of demand for these assets is generated by speculators and investors seeking to profit from the short- or long-term holding of blockchain assets. The market value of any ETH, NFT or Collectible may decline below the price for which a User acquires such asset through the 3DPrintable Platform or on any other platform. User acknowledges and agrees that the costs and speeds of transacting with cryptographic and blockchain-based systems such as Ethereum and Polygon are variable and may increase or decrease dramatically at any time, resulting in prolonged inability to access or use any ETH, NFTs, Collectibles or other digital assets associated with the 3DPrintable Platform.

(e) Regulatory Uncertainty. Blockchain technologies and digital assets are subject to many legal and regulatory uncertainties, and the 3DPrintable Platform, NFTs, and Collectibles could be adversely impacted by one or more regulatory or legal inquiries, actions, suits, investigations, claims, fines or judgments, which could impede or limit the ability of User to continue the use and enjoyment of such assets and technologies.

(f) Cryptography Risks. Cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to Ethereum and Polygon, the 3DPrintable Platform, NFTs and Collectibles, including the theft, loss or inaccessibility thereof.

(g) Fork Handling. Ethereum, the 3DPrintable DEX System, the NFTs and the Collectibles may be subject to “forks.” Forks occur when some or all persons running the software clients for a particular blockchain system adopt a new client or a new version of an existing client that: (i) changes the protocol rules in backwards-compatible or backwards-incompatible manner that affects which transactions can be added into later blocks, how later blocks are added to the blockchain, or other matters relating to the future operation of the protocol; or (ii) reorganizes or changes past blocks to alter the history of the blockchain. Some forks are “contentious” and thus may result in two or more persistent alternative versions of the protocol or blockchain, either of which may be viewed as or claimed to be the legitimate or genuine continuation of the original. 3DPrintable Company may not be able to anticipate, control or influence the occurrence or outcome of forks, and does not assume any risk, liability or obligation in connection therewith. Without limiting the generality of the foregoing, 3DPrintable Company does not assume any responsibility to notify a User of pending, threatened or completed forks. 3DPrintable Company will respond to any forks as 3DPrintable Company determines in its sole and absolute discretion, and 3DPrintable Company shall not have any duty or obligation or liability to a User if such response (or lack of such response) acts to a User detriment. Without limiting the generality of the foregoing, 3DPrintable Company’s possible and permissible responses to a fork may include: (i) honoring the 3DPrintable DEX System, Collectibles and NFTs on both chains; (ii) honoring the 3DPrintable DEX System, Collectibles and NFTs on only one of the chains; (iii) honoring the 3DPrintable DEX System, Collectibles and NFTs in different respects or to a different extent on both chains; or (iv) any other response or policy or procedure, as determined by 3DPrintable Company in its sole and absolute discretion. 3DPrintable Company reserves the right to only allow one NFT to be associated with the relevant metadata forming the Collectible, notwithstanding those copies of such NFT may exist on both chains following a fork. A User assume full responsibility to independently remain apprised of and informed about possible forks, and to manage a User own interest in connection therewithin.

(h) **Essential Third-Party Software Dependencies.** The 3DPrintable DEX System and other smart contracts deployed to Ethereum and Polygon are public software utilities which are accessible directly through any Ethereum or Polygon node (such as Infura) or indirectly through any compatible Ethereum “wallet” application (such as the web browser plugin MetaMask) which interacts with such a node. Interacting with the 3DPrintableDEX System does not require use of the 3DPrintable Apps, but the 3DPrintable Apps provide a convenient and user- friendly method of reading and displaying data (including Collectible Metadata) from the 3DPrintable DEX System and generating standard transaction messages compatible with the 3DPrintable DEX System. Because the 3DPrintable Platform does not provide Ethereum/Polygon wallet software or Ethereum/Polygon nodes, such software constitutes an essential third-party or user dependency without which the 3DPrintable Platform cannot be utilized and NFTs, Collectibles and other relevant digital assets cannot be traded or used. Furthermore, Collectible Descriptors defining the art and text associated with a Collectible must be stored off Ethereum/Polygon. Collectibles created on 3DPrintable have their Collectible Descriptors stored on the IPFS system through an IPFS node operated by Moralis, but 3DPrintable Company cannot guarantee continued operation of such IPFS node or the integrity and persistence of data on IPFS.

**6.9 Legal Limitations on Disclaimers.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in these Terms may not apply in full to specific Users. The disclaimers and limitations of liability provided in these terms shall apply to the fullest extent permitted by applicable law.

**6.10 Officers, Directors, Etc.** All provisions of these Terms which disclaim or limit obligations or liabilities of 3DPrintable Company shall also apply, *mutatis mutandis*, to the officers, directors, members, employees, independent contractors, agents, stockholders, debtholders and affiliates of 3DPrintable Company.

**6.11 Indemnification.** Each User shall defend, indemnify, compensate, reimburse and hold harmless 3DPrintable Company (and each of its officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys’ fees, arising out or relating to (a) User’s use of, or conduct in connection with, the Offerings; (b) User’s violation of these Terms or any other applicable policy or contract of 3DPrintable Company; or (c) your violation of any rights of any other person or entity.

## **7. GOVERNING LAW; DISPUTE RESOLUTION.**

**7.1 Governing law.** These Terms shall be governed by and construed and interpreted in accordance with the laws of the state of Delaware irrespective of the choice of laws principles of the state of Delaware, as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies. Although the Offerings may be available in other jurisdictions, each User hereby acknowledges and agrees that such availability shall not be deemed to give rise to general or specific personal jurisdiction over 3DPrintable Company in any forum outside the State of Delaware.

**7.2 Settlement Negotiations.** If a User has a potential legal dispute, claim or cause of action against 3DPrintable Company, the User shall first (prior to initiating any litigation proceedings) contact 3DPrintable Company by sending an email to [admin@3dprintable.io](mailto:admin@3dprintable.io) describing the nature of the potential dispute, claim or cause of action and providing all relevant documentation and evidence thereof. If so, elected by 3DPrintable Company, User shall use commercially reasonable efforts to negotiate a settlement of any such legal dispute, claim or cause of action within 60 days of the delivery of such email. Any such dispute, claim or cause of action that is not finally resolved by a binding, written settlement agreement within such 60 daysshall be brought and resolved exclusively in accordance with the following provisions of this Section 7.

### **7.3 Agreement to Binding, Exclusive Arbitration**

(a) **Mandatory Binding Arbitration.** Except as set forth in Section 7.2, all claims, disputes and controversies directly or indirectly arising out of or in connection with or directly or indirectly relating to these Terms or any of the matters or transactions contemplated by these Terms (for the avoidance of doubt, including any claim seeking to invalidate, or alleging that, all or any part of these Terms is unenforceable, void or voidable) (such claims, disputes and controversies, collectively, “**Disputes**”) shall be finally settled by binding arbitration, rather than in court. The arbitrator, and not any federal, state or local court, agency or other governmental authority, shall have exclusive authority to resolve all Disputes.

(b) **Waiver of Jury Trial.** The parties hereby acknowledge, represent and warrant that they understand that: (i) there is no judge or jury in arbitration, and, absent this mandatory provision, the parties would have the right to sue in court and have a jury trial concerning Disputes; (ii) in some instances, the costs of arbitration could exceed the costs of litigation; (iii) the right to discovery may be more limited in arbitration than in court; and (iv) court review of an arbitration award is limited. The Federal Arbitration Act and federal arbitration law apply to these Terms. Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any action, suit or other legal proceeding arising out of or related to these Terms or the transactions contemplated hereby.

**7.4 Arbitration Procedures.** 3DPrintable Company or any User may initiate an arbitration proceeding by delivering written notice to the other, whereupon the parties shall reasonably cooperate to select an arbitrator and submit the relevant Dispute to such arbitrator. 3DPrintable Company will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines the claims are frivolous. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be written and reasoned, and binding on the parties, and may be entered by any party as a judgment in any court of competent jurisdiction.

**7.5 Seat of Arbitration.** The seat of arbitration shall be Calgary, Alberta. The arbitrator may choose to have the arbitration of any Dispute conducted by telephone, based on written submissions, or at a mutually agreed location; provided, however, that 3DPrintable Company may opt to transfer the venue of any arbitration hearing to Calgary, Alberta in the event that it agrees to pay any additional fees or costs a User may reasonably incur as a result of the change in venue, as determined by the arbitrator, and, subject to the foregoing, a User hereby agree to submit to the personal jurisdiction of any federal or state court in Calgary, Alberta, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

**7.6 Confidentiality of Arbitration.** Except to the extent necessary to enforce their respective rights under these Terms or as otherwise required by applicable law, the parties undertake to maintain confidential as to the existence and events of the arbitration proceedings and as to all submissions, correspondence and evidence relating to the arbitration proceedings. This provision shall survive the termination of the arbitral proceedings.

### **7.7 Class Action Waiver**

(a) **No Class Actions Permitted.** All Users hereby agree that any arbitration or other permitted action with respect to any Dispute shall be conducted in their individual capacities only and not as a class action or other representative action, and the Users expressly waive their right to file a class action or seek relief on a class basis. **USERS SHALL BRING CLAIMS AGAINST 3DPRINTABLE COMPANY OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

(b) **Agreements if Class Action Waiver Unenforceable.** If any court or arbitrator makes a final, binding and non-appealable determination that the class action waiver set forth in this Section 7.7 is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the

arbitration provision set forth above shall be deemed null and void with respect to any Dispute that would thus be required to be resolved by arbitration on a class basis, and the parties shall be deemed to have not agreed to arbitrate such Dispute. In the event that, as a result of the application of the immediately preceding sentence or otherwise, any Dispute is not subject to arbitration, the parties hereby agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Calgary, Alberta and to accept service of process by mail with respect to such Dispute, and hereby waive any and all jurisdictional and venue defenses otherwise available with respect to such Dispute.

**7.8 California End-User Consumer Rights.** In accordance with Cal. Civ. Code Sec. 1789.3, if a User is a California State resident, the User may file grievances and complaints regarding the Offerings with the California Department of Consumer Affairs, Consumer Information Division; 1625 North Market Blvd., Suite N 112, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834 or by phone at 800-952-5210; or by email to: [dca@dca.ca.gov](mailto:dca@dca.ca.gov).

## **8. MISCELLANEOUS**

**8.1 Headings.** The headings and captions contained in these Terms are for convenience of reference only, shall not be deemed to be a part of these Terms and shall not be referred to in connection with the construction or interpretation of these Terms.

**8.2 Successors and Assigns.** These Terms shall inure to the benefit of 3DPrintable Company, the Users, and their respective permitted successors, permitted assigns, permitted transferees and permitted delegates and shall be binding upon all of the foregoing persons and any person who may otherwise succeed to any right, obligation or liability under these Terms by operation of law or otherwise. A User shall not assign any of a User rights or delegate any of a User liabilities or obligations under these Terms to any other person without 3DPrintable Company's advance written consent. 3DPrintable Company may freely assign, transfer or delegate its rights, obligations and liabilities under these Terms to the maximum extent permitted by applicable law.

**8.3 Severability.** In the event that any provision of these Terms, or the application of any such provision to any person or set of circumstances, shall be determined by an arbitrator or court of competent jurisdiction to be invalid, unlawful, void or unenforceable of any extent: (a) the remainder of these Terms, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law; and (b) 3DPrintable Company shall have the right to modify these Terms so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consumed as originally contemplated to the fullest extent possible.

**8.4 Force Majeure.** 3DPrintable Company shall not incur any liability or penalty for not performing any act or fulfilling any duty or obligation hereunder or in connection with the matters contemplated hereby by reason of any occurrence that is not within its control (including any provision of any present or future law or regulation or any act of any governmental authority, any act of God or war or terrorism, any epidemic or pandemic, or the unavailability, disruption or malfunction of the Internet, the World Wide Web or any other electronic network, the Ethereum/Polygon network or blockchain or 3DPrintable DEX System or any aspect thereof, or any consensus attack, or hack, or denial-of-service or other attack on the foregoing or any aspect thereof, or on the other software, networks and infrastructure that enables 3DPrintable Company to provide the Offerings.), it being understood that 3DPrintable Company shall use commercially reasonable efforts, consistent with accepted practices in the industries in which 3DPrintable Company operates, as applicable, to resume performance as soon as reasonably practicable under the circumstances.

**8.5 Amendments and Modifications.** These Terms may only be amended, modified, altered or supplemented by or with the written consent of 3DPrintable Company. 3DPrintable Company reserves,

the right, in its sole and absolute discretion, to amend, modify, alter or supplement these Terms from time to time. The most current version of these Terms will be posted on 3DPrintable Company's website. Any changes or modifications will be effective immediately upon the modified Agreement being posted to 3DPrintable Company's website. A User shall be responsible for reviewing and becoming familiar with any such modifications. A User hereby waives any right a User may have to receive specific notice of such changes or modifications. Use of the Offerings by a User after any modification of these Terms constitutes a User acceptance of the modified terms and conditions. If a User does not agree to any such modifications, a User must immediately stop using the Offerings.

**8.6 No Implied Waivers.** No failure or delay on the part of 3DPrintable Company in the exercise of any power, right, privilege or remedy under these Terms shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. 3DPrintable Company shall not be deemed to have waived any claim arising out of these Terms, or any power, right, privilege or remedy under these Terms, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of 3DPrintable Company, and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

**8.7 Entire Agreement.** These Terms constitute the entire agreement between the parties relating to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

#### **8.8 Rules of Interpretation**

(a) "hereof," "herein," "hereunder," "hereby" and words of similar import will, unless otherwise stated, be construed to refer to these Terms as a whole and not to any particular provision of these Terms;

(b) "include(s)" and "including" shall be construed to be followed by the words "without limitation";

(c) or shall be construed to be the "inclusive or" rather than "exclusive or" unless the context requires otherwise;

(d) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of these Terms;

(e) section titles, captions and headings are for convenience of reference only and have no legal or contractual effect.;

(f) whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders; and

(g) except as otherwise indicated, all references in these Terms to "Sections," "clauses," etc., are intended to refer to Sections of Sections, clauses, etc. of these Terms

