

Terms of Use

These Terms of Use contain the Terms (“Terms”) under which FabControl provides Services to you and describe how the Services may be accessed and used.

You indicate your agreement to these Terms by registering in FabControl services (at [fabcontrol.app](#) or [3doptimizer.com](#)). If you are using the Services on behalf of an organization, you agree to these Terms on behalf of that organization and you represent that you have the authority to do so. In such case, “you” and “your” will refer to that organization.

1. Privacy

1.1. Privacy.

In the course of using the Services, you may submit content to FabControl (including your personal data and the personal data of others) or third parties may submit content to you through the Services (your “Content”). We know that by giving us your Content, you trust us to treat it appropriately. FabControl Privacy Policy (“privacy policy”) detail how we treat your Content and personal data and we agree to adhere to it. You in turn agree that FabControl may use and share your Content in accordance with our privacy policy.

1.2. Confidentiality.

FabControl will treat your Content as confidential information and only use and disclose it in accordance with these Terms (including our privacy policy). However, your Content is not regarded as confidential information if such Content: (a) is or becomes public (other than through breach of these Terms by FabControl); (b) was lawfully known to FabControl before receiving it from you; (c) is received by FabControl from a third party without knowledge of breach of any obligation owed to you; or (d) was independently developed by FabControl without reference to your Content.

2. Your Content

2.1. You Retain Ownership of Your Content.

You retain ownership of all of your intellectual property rights in your Content. FabControl does not claim ownership over any of your Content. These Terms do not grant us any licenses or

rights to your Content except for the limited rights needed for us to provide the Services, and as otherwise described in these Terms.

2.2. Limited License to Your Content.

You grant FabControl a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit your Content, but only for the limited purposes of providing the Services to you and as otherwise permitted by FabControl privacy policies. This license for such limited purposes continues even after you stop using our Services, though you may have the ability to delete your Content in relation to certain Services such that FabControl no longer has access to it. This license also extends to any trusted third parties we work with to the extent necessary to provide the Services to you. User shall allow Company to access their data stored in their user accounts for troubleshooting, inspection, and/or maintenance. User acknowledges and agrees that Company may use any information, suggestions, comments, data, recommendations and feedback, whether generated by User's use of the Software or collected from and/or provided by User, its employees or representatives relating to the Software (collectively, Feedback) for any purpose whatsoever, without User's consent, attribution, or compensation or any obligation on the part of Company. All Feedback shall be the property of Company.

2.3. Other IP Claims.

FabControl respects the intellectual property rights of others, and we expect our users to do the same. If you believe a FabControl user is infringing upon your intellectual property rights, you should email to info@fabcontrol.com.

2.4. Use of Your Name in Promotion.

You grant FabControl the right to use your name or your company logo or trademarks and other brand elements in FabControl promotion materials.

3. Fees and Payments

3.1. Fees for Services.

You agree to pay to FabControl any fees Services you purchase or use in accordance with the pricing and payment terms presented to you for that Service. Fees paid by you are non-refundable, except as provided in these Terms or when required by law.

3.2. Subscriptions.

Some of our Services are billed on a subscription basis (we call these "Subscriptions"). This means that you will be billed in advance on a recurring, periodic basis (each period is called a "billing cycle"). Billing cycles are typically monthly or annual, depending on what subscription plan you select when purchasing a Subscription. Your Subscription will automatically renew at

the end of each billing cycle unless you cancel auto-renewal through your online account management page, or by contacting our customer support team. While we will be sad to see you go, you may cancel auto-renewal on your Subscription at any time, in which case your Subscription will continue until the end of that billing cycle before terminating. You may cancel auto-renewal on your Subscription immediately after the Subscription starts if you do not want it to renew.

3.3. Taxes.

Unless otherwise stated, you are responsible for any taxes (other than FabControl income tax) or duties associated with the sale of the Services, including any related penalties or interest (collectively, "Taxes"). If FabControl is obliged to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide FabControl with a valid tax exemption certificate authorized by the appropriate taxing authority or other documentation providing evidence that no tax should be charged. FabControl will not charge you VAT if you provide us with a VAT number issued by a taxing authority in the European Union, are purchasing the Services from FabControl for business reasons, and are located in a different European Union member state from FabControl. If you are required by law to withhold any Taxes from your payments to FabControl, you must provide FabControl with an official tax receipt or other appropriate documentation to support such payments.

3.4. Price Changes.

FabControl may change the fees charged for the Services at any time, provided that, for Services billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of your Subscription. FabControl will provide you with reasonable prior written notice of any change in fees to give you an opportunity to cancel your Subscription before the change becomes effective.

4. FabControl Intellectual Property

4.1. FabControl Intellectual Property.

Neither these Terms nor your use of the Services grants you ownership in the Services or the content you access through the Services (other than your Content).

5. Account Management

5.1. Keep Your Password Secure.

If you have been issued an account by FabControl in connection with your use of the Services, you are responsible for safeguarding your password and any other credentials used to access that account. You, and not FabControl, are responsible for any activity occurring in your account (other than activity that FabControl is directly responsible for which is not performed in accordance with the Customer's instructions), whether or not you authorized that activity. If you become aware of any unauthorized access to your account, you should notify FabControl immediately. Accounts may not be shared and may only be used by one individual per account.

5.2. Keep Your Details Accurate.

FabControl occasionally sends notices (notifications) to the email address registered with your account as part of the service, if Notifications are enabled by user. You must keep your email address and, where applicable, your contact details and payment details associated with your account current and accurate. Accounts are controlled by the entity whose email address is registered with the account.

5.3. Remember to Backup.

You are responsible for maintaining, protecting, and making backups of your Content. To the extent permitted by applicable law, FabControl will not be liable for any failure to store, or for loss or corruption of, your Content.

5.4. Account Inactivity.

FabControl may terminate your account and delete any content contained in it if there is no account activity (such as a log in event or payment) for over 6 months. However, we will attempt to warn you by email before terminating your account to provide you with an opportunity to log in to your account so that it remains active.

6. User Requirements

6.1. Legal Status.

If you are an individual, you may only use the Service if you have the power to form a contract with FabControl. None of the Services are intended for use by individuals less than 16 years old. If you are under 16 years old or do not have the power to form a contract with FabControl, you may not use the Services. We recommend that parents and guardians directly supervise any use of the Services by minors. If you are not an individual, you warrant that you are validly formed and existing under the laws of your jurisdiction of formation and that you have duly authorized your agent to bind you to these Terms.

7. Acceptable Uses

7.1. Legal Compliance.

You must use the Services in compliance with, and only as permitted by, applicable law.

7.2. Your Responsibilities.

You are responsible for your conduct, Content, and communications with others while using the Services. You must comply with the following requirements when using the Services:

- (a) You may not misuse our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that we provide.
- (b) You may not circumvent or attempt to circumvent any limitations that FabControl imposes on your account.
- (c) Unless authorized by FabControl in writing, you may not probe, scan, or test the vulnerability of any FabControl system or network.
- (d) Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Services, or attempt to do so.
- (e) You may not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.
- (f) You may not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. FabControl will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to FabControl.
- (g) You may not use the Services to infringe the intellectual property rights of others, or to commit an unlawful activity.
- (h) Unless authorized by FabControl in writing, you may not resell or lease the Services.
- (i) You may not use FabControl to replicate any products or services offered by FabControl.

8. Suspension and Termination of Services

8.1. By You.

If you terminate a Subscription in the middle of a billing cycle, you will not receive a refund for any period of time you did not use in that billing cycle unless you are terminating the Agreement for our breach and have so notified us in writing, or unless a refund is required by law.

8.2. By FabControl.

FabControl may limit, suspend, or stop providing the Services to you if you fail to comply with these Terms (such as a failure to pay fees when due), or if you use the Services in a way that causes legal liability to us or disrupts others' use of the Services. FabControl may also suspend providing the Services to you if we are investigating suspected misconduct by you. If we suspend or terminate the Services you receive, we will endeavor to give you advance notice and an opportunity to export a copy of your Content from that Service. However, there may be time sensitive situations where FabControl may decide that we need to take immediate action without notice. FabControl has no obligation to retain your Content upon termination of the applicable Service.

8.3. Further Measures.

If FabControl stops providing the Services to you because you repeatedly or egregiously breach these Terms, FabControl may take measures to prevent the further use of the Services by you, including blocking your IP address.

9. Changes and Updates

9.1. Changes to Terms.

FabControl may change these Terms at any time for a variety of reasons, such as to reflect changes in applicable law or updates to Services, and to account for new Services or functionality. Any changes will be posted to the location at which those terms appear. FabControl may also provide notification of changes on its blog or via email. Changes will be effective no sooner than the day they are publicly posted. In order for certain changes to become effective, applicable law may require FabControl to obtain your consent to such changes, or to provide you with sufficient advance notice of them. If you do not want to agree to any changes made to the terms for a Service, you should stop using that Service, because by continuing to use the Services you indicate your agreement to be bound by the updated terms.

9.2. Changes to Services.

FabControl constantly changes and improves the Services. FabControl may add, alter, or remove functionality from a Service at any time without prior notice. FabControl may also limit, suspend, or discontinue a Service at its discretion. If FabControl discontinues a Service, we will give you reasonable advance notice to provide you with an opportunity to export a copy of your Content from that Service. FabControl may remove content from the Services at any time in our

sole discretion, although we will endeavor to notify you before we do that if it materially impacts you and if practicable under the circumstances.

10. Disclaimers and Limitations of Liability

10.1. Disclaimers.

While it is in FabControl interest to provide you with a great experience when using the Services (and we love to please our customers), there are certain things we do not promise about them. We try to keep our online Services up, but they may be unavailable from time to time for various reasons. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED “AS IS” AND FABCONTROL DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES.

10.2. Exclusion of Certain Liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FABCONTROL, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF FABCONTROL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.3. Limitation of Liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EACH OF FABCONTROL, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS WILL NOT EXCEED THE GREATER OF: (A) THE AMOUNTS PAID BY YOU TO FABCONTROL FOR USE OF THE SERVICES AT ISSUE DURING THE 3 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY; AND (B) 20.00 EUR.

10.4. Businesses.

If you are a business, you will indemnify and hold harmless FabControl and its affiliates, officers, agents, and employees from all liabilities, damages, and costs (including settlement costs and reasonable attorneys’ fees) arising out of a third party claim regarding or in connection with your

use of the Services or a breach of these Terms, to the extent that such liabilities, damages and costs were caused by you.

11. Contracting Entity

11.1. Who you are contracting with.

Unless otherwise specified, the FabControl's Services are provided by, and you are contracting with FabControl SIA.

11.2. FabControl SIA.

For any Service provided by FabControl SIA, the following provisions will apply to any terms governing that Service:

Contracting Entity. References to "FabControl", "we", "us", and "our" are references to FabControl SIA, located at Pulka iela 3 K11, Riga, LV-1007, Latvia, European Union.

11.3. Governing Law.

These terms are governed by the laws of the Republic of Latvia, European Union.

11.4. Jurisdiction.

Except if prohibited by applicable law, in relation to any legal action or proceedings to enforce those terms or arising out of or in connection with those terms, each party irrevocably submits to the exclusive jurisdiction of the courts of the Republic of Latvia, European Union.

12. Other Terms

12.1. Assignment.

You may not assign these Terms without FabControl's prior written consent, which may be withheld in FabControl's sole discretion. FabControl may assign these Terms at any time without notice to you.

12.2. Entire Agreement.

These Terms (including the Additional Terms) constitute© the entire agreement between you and FabControl, and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions

appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of these Terms, and are void.

12.3. Independent Contractors.

The relationship between you and FabControl is that of independent contractors, and not legal partners, employees, or agents of each other.

12.4. Interpretation.

The use of the terms “includes”, “including”, “such as”, and similar terms, will be deemed not to limit what else might be included.

12.5. No Waiver.

A party's failure or delay to enforce a provision under these Terms is not a waiver of its right to do so later.

12.6. Severability.

If any provision of these Terms is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect.