

The websites located at [www.craftunique.com](http://www.craftunique.com), [www.craftbot3d.com](http://www.craftbot3d.com) [www.craftware3d.com](http://www.craftware3d.com) (together, the "Site") are copyrighted works belonging to CraftUnique Ltd. and its affiliates ("Company", "us", "our", and "we"). Company provides a e-commerce site and offers to sell and deliver products (collectively, with all other services provided through the Site, the "Services"). Certain features of the Services or Site may be subject to additional guidelines, terms, or rules, which will be posted on the Service or Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into this Agreement.

IMPORTANT - PLEASE READ THESE TERMS OF USE CAREFULLY. THE SITE IS A COPYRIGHTED WORK BELONGING TO COMPANY. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND COMPANY FOR THE USE OF THE SITE AND SERVICES. BY ACCESSING OR USING THE SITE YOU ARE ACCEPTING THESE TERMS OF USE (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 OF USE (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS OF USE, DO NOT ACCESS OR USE THE SITE.

## 1. Accounts

**1.1 Account Creation.** In order to use certain features of the Site (e.g., purchase a product), you must register for an account with Company ("Company Account") and provide certain information about yourself as prompted by the Site 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 Company Account at any time, for any reason, by following the instructions on the Site. Company may suspend or terminate your Company Account in accordance with Section 9.[edit]

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

## 2. Site

**2.1 License.** Subject to these Terms of Use, Company grants you a non-transferable, non-exclusive, license to use the Site and Services for your personal, non-commercial use.

**2.2 Certain Restrictions.** The rights granted to you in these Terms of Use are subject to the following restrictions:

- you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site or Services
- you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site or Services
- you shall not access the Site or Services in order to build a similar or competitive service

except as expressly stated herein, no part of the Site or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Site or Services shall be subject to the terms of these Terms of Use. All copyright and other proprietary notices on any Site or Services content must be retained on all copies thereof.

**2.3 Modification.** Company reserves the right, at any time, to modify, suspend, or discontinue the Site or Services or any part thereof with or without notice. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or Services or any part thereof, except and if otherwise expressly set forth in Section 8.[edit]

**2.4 No Support or Maintenance.** You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Site or Services.

**2.5 Ownership.** Excluding your User Content (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trade marks, and trade secrets, in the Site and Services are owned by Company or Company's licensors. The provision of the Site and Services does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights. Company and its suppliers reserve all rights not granted in these Terms of Use.

## 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 or Services (e.g., content in the user's profile or postings). 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 usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. You hereby represent and warrant that your User Content does not violate the Acceptable Use Policy (defined below). You may not state or imply that your User Content is in any way provided,

sponsored or endorsed by Company. Because you alone are responsible for your User Content (and not Company), you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Company is not obligated to backup any User Content and User Content may be deleted at anytime. You are solely responsible for creating backup copies of your User Content if you desire.

**3.2 License.** You hereby grant, and you represent and warrant that you have the right to grant, to Company and its affiliates and partners, an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content, and to grant sublicenses of the foregoing, solely for the purposes of including your User Content in the Site and Services. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

**3.3 Acceptable Use Policy.** The following sets forth Company's "Acceptable Use Policy": (a) You agree not to use the Site or Services to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, sexually explicit, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual, promotes illegal activities or contributes to the creation of weapons, illegal materials or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party. (b) In addition, you agree not to use the Site or Services to: (i) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send 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) 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 Services or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site or Services, other computer systems or networks connected to or used together with the Site or Services, through password mining or other means; (vi) harass or interfere with another user's use and enjoyment of the Site or Services; (vi) introduce software or automated agents or scripts to the Site or Services so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Site or Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site or Services

for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); or (vii) systematically aggregating, embedding or deep-linking content from your own web site, service or platform to the Site for commercial purposes without the prior written consent of Company.

**3.4 Enforcement.** We reserve the right (but have no obligation) to review any User Content, 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 of Use or otherwise create liability for us or any other person. Such acts may include removing or modifying your User Content, terminating your Company Account in accordance with Section 9, and/or reporting you to law enforcement authorities.

**3.5 Feedback.** If you provide Company any feedback or suggestions regarding the Site or Services ("Feedback"), you hereby assign to Company all rights in the Feedback and agree that Company shall have the right to use such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

## 4. Indemnification

You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site or Services, (b) your User Content, (c) your violation of these Terms of Use; or (d) your violation of applicable laws or regulations. Company 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 the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## 5. Third Party Sites & Ads; Other Users

**5.1 Third Party Sites & Ads.** The Site may contain links to third party websites, services and advertisements (collectively, "Third Party Sites & Ads"). Such Third Party Sites & Ads are not under the control of Company and Company is not responsible for any Third Party Sites & Ads. Company provides these Third Party Sites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites & Ads. You may use all Third Party Sites & Ads at your own risk. When you link to a Third Party Site & Ad, 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 Sites & Ads.

**5.2 Other Users.** Each Site or Service user is solely responsible for any and all of its User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, veracity, or quality of any User Content and we assume no responsibility for any User Content. Your interactions and transactions with other Site or Service users are solely between you and such user. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site or Service user, Company is under no obligation to become involved.

**5.3 Release.** You hereby release and forever discharge us (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 relates directly or indirectly to, any interactions with, or act or omission of, other Site or Service users or Third Party Sites & Ads.

## 6. Disclaimers

**6.1. As-Is.** THE SITE AND SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND WE (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SITE: (A) WILL MEET YOUR REQUIREMENTS; (B.) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR © WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

## 7. Liability

**7.1 Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE TO YOU, YOUR EXECUTORS, HEIRS, ASSIGNS, OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OF USE OR YOUR USE OF, OR INABILITY TO USE, THE SITE OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE AND

SERVICES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS OF US.

## 8. Term and Termination

**8.1 Term and Termination.** These Terms of Use are in effect upon your registration with the Site and shall remain in full force and effect for as long as your account remains open, or for as long as you continue use of the Site or Services, whichever is longer. Company may: (a) suspend, close, or terminate your account and your rights to use the Site or Services (including your Company Account), or (b.) terminate these Terms of Use, at any time for any reason at our sole discretion. Upon either of the foregoing, your Account and right to access and use the Site and Services will terminate immediately. You understand that any termination of your Company Account involves deletion of your User Content from our live databases. Company will not have any liability whatsoever to you for any termination of your account or these Terms of Use, including for termination of your Company Account or deletion of your User Content.

## 9. Intellectual Property Policy

**9.1 Violation of Intellectual Property Policy.** Company will terminate the accounts of users who repeatedly infringe intellectual property. See our Intellectual Property Policy.

## 10. General

**10.1 Changes to Terms of Use.** Company reserves the right to modify, amend, change, or revise these Terms of Use at any time and for any reason whatsoever. ,You should periodically review the most current Terms of Use at <https://www.craftunique.com/terms>. You hereby agree to be bound by any and all modifications or revisions to this Terms of Use. Nothing in this Terms of Use shall be deemed to confer any third-party rights or benefits.

**10.2 Governing Law and Venue.** These Terms of Use shall be governed by the laws of the State of Washington without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction. Any action or proceeding relating to a claim or controversy at law or equity that arises out of or relates to these Terms of Use or the Site or Services (a "Claim") must be brought in a federal or state court located in King County, Washington and you irrevocably submit to the exclusive jurisdiction and venue of any such court in any such action or proceeding. Notwithstanding anything to the contrary, Company may seek injunctive relief in any court having jurisdiction to protect its intellectual property or confidential or

proprietary information. Company further reserves the right to seek attorney's fees, costs and damages in any proceeding.

**10.3 Entire Agreement.** These Terms of Use constitutes the entire agreement between you and us regarding the use of Company's Site and Services. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. The word "including" means including without limitation. If any provision of these Terms of Use is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms of Use will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor and neither party is an agent or partner of the other. These Terms of Use and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing shall be null and void. These Terms of Use shall be binding upon your assignees.

**10.4 Copyright/Trademark Information.** Copyright © 2014, CraftUnique LTD. 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.

**10.5 Contact Information:** If you have any questions about these Terms of Use, please contact Company at [info@craftunique.com](mailto:info@craftunique.com)

## INTELLECTUAL PROPERTY POLICY

CraftUnique LTD ("Company") respects intellectual property and asks that users of our Site and Services do the same. The Company has adopted a policy respecting intellectual property that provides for the removal of infringing or unauthorized materials and, if appropriate, account termination of users of our Site and Services who repeatedly infringe intellectual property rights or submit unauthorized content. Capitalized terms not defined in this Privacy Policy have the meanings given in our Terms of Use agreement located at <https://www.craftunique.com/terms>.

## 11. Commercial guarantee, warranty

The Company warrants that the Product shall conform in all respects with its Product Description for the period of 12 month from the physical transfer to the Consumer, or for the term in excess of 12 months complying with relevant applicable national rules of the Consumer's domicile, but no longer than 24 months (hereinafter referred to as: "commercial guarantee").

Company grants 12 months of supplementary guarantee in excess of the term of the mandatory commercial guarantee (in principle 12 months). During the period of the supplementary guarantee the guarantee period of the equipment (and its accessories) shall neither restart, nor be lengthened by the term of the repairment, regardless of the manner of the repairment. Provided that the relevant applicable national rules of the Consumer's domicile indicate mandatory commercial guarantee exceeding 12 months, then the term of supplementary guarantee shall be accordingly reduced with the amount of time of the mandatory commercial guarantee exceeding 12 months.

The guarantee period (considering both the mandatory commercial guarantee and the supplementary guarantee) of the accessories and components of the equipment shall be as follows. The guarantee is restricted to 1000 hours of usage per one year with regards to the wearing parts, in particular bearings, hotend, nozzle, belt and extruder gear. The usage extending 1000 hours per 12 months shall be considered as non-proper usage, therefore these cases shall not be covered by the guarantee duty of the Company.

Guarantee period shall start on the day of the physical transfer of the Product to the Consumer, or on the day of instalment, if contractor or its agent shall be obliged to install the equipment.

The Consumer shall have the option to enforce his or her warranty rights against the Company or the Point of Purchase.

The guarantee shall not affect the warranty rights of the Consumer.