

WEBSITE TERMS OF USE

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- 1. Agreement.** This Term of Use agreement (“Terms of Use,” “Terms,” or “Agreement”) specifies the terms and conditions for access to and use of www.circuitry3d.com (the “Site”) and describe the terms and conditions applicable to your access of and use of the Site. This Agreement may be modified at any time and any such modifications shall be effective immediately. You can view the most recent version of these terms at any time at <https://www.circuitry3d.com/policies>. Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.
- 2. Privacy.** Your visit to our Site is also governed by our Privacy Policy. Please review our Privacy Policy at <https://www.circuitry3d.com/policies>.
- 3. Ownership.** All content included on this Site is and shall continue to be the property of the Company or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. We grant you a personal, limited, non-transferable, non-exclusive license to access and use the Site for non-commercial use only. Any copying, redistribution, use or publication by you of any such content or any part of the Site is prohibited, except as expressly permitted in this Agreement. No right, title, or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Site not expressly permitted herein is a breach of this Agreement and may violate copyright, trademark, and other laws.
- 4. Intended Audience.** This website is intended for adults only. This website is not intended for any children under the age of 13.
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- 7. Site Access.** We reserve the right to withdraw or amend the Site in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to customers, including registered users. To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other personal information. It is a condition of your use of the Site that all the information you provide is correct, current, and complete.

8. Compliance with Laws. You agree to comply with all applicable laws regarding your use of the website. You further agreed that information provided by you is truthful and accurate to the best of your knowledge.

9. Indemnification. You agree to indemnify, defend, and hold 3D Circuitry Inc. and our licensors, service providers, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

10. Disclaimer. YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.

11. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

12. Use of Information. The Company reserves the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

13. Copyrights Infringement. If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please

contact us at 3dcircuitry@gmail.com for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

- 14. Applicable Law.** You agree that the laws of the state of Delaware, without regard to conflict of laws provisions will govern this Agreement and any dispute that may arise between you and the Company or its affiliates.
- 15. Arbitration.** If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 16. Waiver and Severability.** The failure of Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Company must be in writing and signed by an authorized representative of Company. If any provision of this Agreement shall be adjudged by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
- 17. Relationship of the Parties.** Nothing contained in this Agreement or your use of the Site shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.
- 18. Entire Agreement.** This Terms of Use constitutes the entire agreement between you and 3D Circuitry Inc. and governs the terms and conditions of your use of the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Company with respect to this Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the website. Company may revise this Terms of Use at any time by updating this Agreement and posting it on the Site. Accordingly, you should visit the Site and review the Terms of Use periodically to determine if any changes have been made. Your continued use of this website after any changes have been made to the Terms of Use signifies and confirms your acceptance of any such changes or amendments to the Terms of Use.

19. Contact Information.

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