

Last Updated: December 10, 2024

THIS AGREEMENT INCLUDES A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS, AND REQUIRES BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.

The company was established on January 21, 2024 in Egypt with commercial registration No. 225042, Cairo Investment, for the purpose of working to serve the activity and manufacture of 3D printers and their designs.

Basic services:

1- The company provides the service of selling the designs of designers around the world by displaying them using modern systems, which allows site visitors to witness the designs on-site and choose the appropriate ones to purchase according to their needs.

2 - The site provides the service of requesting designs by presenting the required design and explaining its specifications. Designers enter the site and conclude agreements for implementing these designs according to the budgets for each design.

- Ownership rights and rules of use:

- Every designer bears responsibility for property rights and is first and last responsible for misuse of the site. The company has the right to take all measures in the event of proven misuse of the site or violation of globally agreed upon norms and laws.

It is prohibited to use or display any designs used for the purposes of producing weapons or killing tools

- In the event of misuse of the site, the company has the right to take all necessary measures to deal with misuse situations according to what it deems appropriate in each case individually.

- Displaying the design on the site means that the seller accepts that the buyer use the design personally or use it commercially, not resell it on the site. Any violation of this rule will result in the person responsible for the consequences, while disclaiming the company's responsibility for misuse of intellectual property rights.

-Financial rules:

The company plays the role of an intermediary between sellers and buyers of designs, and it transfers funds according to generally accepted international banking rules, while deducting the company's commission. The company is not responsible for any expenses or commissions incurred by other parties while making bank transfers, if such expenses exist.

1. Responsibilities When Using the Services. By using the Services, You agree to:

1.1 REGISTRATION. In order to use certain Services, You may be required to register for an account ("Account"). In registering for the Services, You agree to (1) provide true, accurate, current and complete information about You as prompted in the Website account details section ("Registration Data"); and (2) maintain and promptly update Your Registration Data to keep it true, accurate, current and complete. You are responsible for all activities that occur under Your Account, and 3DHubApp will not be liable for any loss or damage (of any kind and under any legal theory) to You or any third party arising from Your inability or failure for any reason to comply with these Terms and any applicable General Terms. You may not share Your Account or password with anyone, and You agree to (a) notify 3DHubApp immediately of any suspected or confirmed unauthorized use of Your password or any other breach of security; and (b) exit from Your Account at the end of each session. If You provide any information that is untrue, inaccurate, not current or incomplete, or 3DHubApp has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, 3DHubApp has the right to suspend or terminate Your Account and refuse any and all current or future use of the Website and Service (or any portion thereof).

2. ORDERING PROCESS

2.1. Placing Orders.

The purchase order is executed by immediately deducting the value from the credit card and allowing the buyer to download the file, which grants him the right to personal use of the design.

- In the case of requesting a design, offers are received and the design student accepts the appropriate offer. In this case, the value is deducted from it and a letter of reinforcement is sent to the designer to begin the design process. If the design is completed, he sends it to the student. If he accepts, the design is allowed to be received. Then the value is sent to the designer.
- If the design is rejected, the value will be returned to the design requester, deducting the transfer costs.

Note: It should be taken into account that if many designs are rejected, whether by the service requester or poor designs by the designer, there will be an evaluation for both parties that is taken into account when requesting services from the site.

2.2 3DHubApp Cancellations.

There is no possibility to cancel the purchase or sale process after it is completed

3. PRICING AND PAYMENT; 3DHUBAPP REFERRAL PROGRAM

3.1. Payment.

You agree to pay all fees or charges to Your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. Unless otherwise expressly agreed in advance by 3DHubApp, will be paid by credit card at the time order placement. All invoices are due in full, without any deductions or offsets. If You choose to pay for an order by credit card, You must provide 3DHubApp with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) ("Payment Provider"). Your Payment Provider agreement governs Your use of the designated credit card, and You must refer to that agreement and not this Agreement to determine your rights and liabilities. By providing 3DHubApp

with Your credit card number and associated payment information, You agree that 3DHubApp is authorized to immediately invoice your Account for all fees and charges due and payable to 3DHubApp hereunder and that no additional consent or notice is required. You agree to immediately notify 3DHubApp of any change in Your billing address or the credit card used for payment hereunder. 3DHubApp reserves the right at any time to change its prices and billing methods, either immediately upon posting notice on the Website or by email delivery to You. All prices are calculated in US Dollars and payment to 3DHubApp must be in the form of US Dollars.

3.2. Suspension of Services.

The site has the right to suspend the service without giving reasons in the event of misuse of the services it provides

3.3. 3DHubApp offers.

The site sometimes offers discounts to users.

4. INTELLECTUAL PROPERTY

4.1. License. Subject to the terms herein, 3DHubApp grants to You a limited, revocable, nonexclusive license to use the Website for your personal or internal business purposes. 3DHubApp and its licensors retains all ownership and intellectual property rights to the Website and all content therein. You shall not or permit any third party to:

(i) reverse engineer, disassemble or decompile the Website, the pricing and matching algorithms of 3DHubApp, or 3DHubApp's geometry parsing engine;

(ii) use any manual or automated software devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Website;

(iii) access the Website in order to build a similar or competitive website, application or service;

(iv) except as expressly stated herein, no part of the Website may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means;

(v) use the Website for any illegal or illicit purpose, including manufacture certain products, components, goods or tools designed or intended for use in firearms;

(vi) Send, upload, collect, transmit, store, use, post, publish, or otherwise communicate on the Website any data, information, pictures, videos, music or other materials or content that: (a) contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; (b) You do not have the lawful right to send, upload, collect, transmit, store, use, post, publish, or otherwise communicate; (c) is false, intentionally misleading, or impersonates any other person, including reviews that are not representative of your experience; (d) is libelous, slanderous, defamatory, bullying, harassing, abusive, threatening, vulgar, obscene, or offensive, or that contains pornography, nudity, or graphic or gratuitous violence, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual; (e) is harmful to minors in any way or targeted at minors; (f) infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity); or (g) encourages any conduct that may violate any applicable laws or would give rise to civil or criminal liability;

(vii) Share, transfer or otherwise provide access to an account designated for You to another person;

(viii) Misuse the 3DHubApp domain or use the 3DHubApp trademark;

(ix) Disable, overly burden, impair, or otherwise interfere with servers or networks connected to the Website (e.g., a denial-of-service attack); or

(x) Gain unauthorized access to the Website or otherwise circumvent or violate the security of the Website, including without limitation: (a) accessing content that is not intended for You; (b) attempting to breach or breaching Website security or authentication measures; (c) restricting, disrupting or disabling service to Website

users, hosts, servers or networks by any means, or (d) otherwise attempting to interfere with the proper working of the Website, including but not limited to by introducing any material that is malicious or technologically harmful. Without limiting the foregoing, You acknowledge and agree that the pricing and matching algorithms, processes and mechanisms used by 3DHubApp, along with 3DHubApp's geometry parsing engine are the proprietary information and trade secrets of 3DHubApp. In the event You attempt to reverse engineer such pricing and matching algorithms, processes and/or mechanisms, or 3DHubApp's geometry parsing engine, Your right to use the Website and Service shall immediately cease, and 3DHubApp will take any action it deems necessary or appropriate to protect its rights and interests.

4.2. Trademarks.

The Website contains names, which are trademarks, service marks and/or brand names of 3DHubApp and may not be used without the written permission of 3DHubApp. Other trademarks, service marks and trade names that may appear on or in the Website are the property of their respective owners.

4.3. Your Content.

3DHubApp does not claim any ownership over Your Specifications or any content, data or other materials You upload to or otherwise make available on the Website ("Your Content"). You are solely responsible for the Content that You upload to the Website. You hereby grant 3DHubApp a non-exclusive, perpetual, royalty free, fully paid-up, sublicensable (to our Partners), right and license to reproduce and use Your Content for the purpose of designing, manufacturing and delivering Your Parts to You, and to provide You any other Services that You request. You may request the return or destruction of your Content at any time by written notice to 3DHubApp, provided that 3DHubApp may keep archival copies only to comply with applicable law or document retention policies. You further acknowledge and agree that 3DHubApp may use Your Content on an aggregated and anonymized basis to improve the Website and Services, including without limitation, to improve our pricing algorithms and help manufacture Parts in a more efficient and expedient manner. By submitting an order to 3DHubApp, You represent and warrant that You

are the owner and/or You have obtained the rights necessary to grant 3DHubApp granted herein use without any violation of any intellectual property rights, or payment by 3DHubApp of any amounts to any third party. You further represent and warrant that Your Content does not infringe upon, misappropriate, or violate any third party's rights, including intellectual property, privacy and publicity rights. If 3DHubApp, in its sole commercial discretion, determines that the Specifications You submit to the Website infringes upon the intellectual property rights of any third party, 3DHubApp reserves the right to refuse to manufacture the Part(s) based on your Specifications. 3DHubApp will use commercially reasonable efforts to protect the confidentiality of Your Content and to only share Your Content with third parties as reasonably necessary in connection with the provision of the Services or as otherwise permitted herein. Notwithstanding the foregoing, 3DHubApp may disclose Your Content if required by law.

4.4 Your Data.

If You use the Service, You agree that 3DHubApp will be required to collect, use, and process data from Your organization for the purpose of providing the Services ("Buyer Data"), subject to our Privacy Policy and any applicable General Terms. You shall make available all billing and other required information and documentation in a format reasonably requested by 3DHubApp. 3DHubApp is not responsible for inability to perform the Services due to incorrect information, improperly formatted or corrupt files, viruses on media provided, or incompatible backup media or software. You shall maintain an accurate backup copy of all data provided to 3DHubApp. You acknowledge that transferring Buyer Data in connection with the Services is subject to the possibility of human and machine errors, omissions, and losses, including inadvertent loss of data, or damage to media that may give rise to loss or damage. You are responsible to adopt reasonable measures to limit the impact of such problems. With respect to Buyer Data, you represent, warrant, and covenant that:

- The provision of the Buyer Data to 3DHubApp and 3DHubApp's contemplated use thereof complies with all laws, and you have received all necessary third-party approvals and consents with respect to the Services; and
- The Buyer Data, and 3DHubApp's use of the Buyer Data, does not and will not infringe or violate the intellectual property rights or other rights of any

third party. You shall exclusively own all Buyer Data. You hereby grant 3DHubApp a non-exclusive, non-transferable, sublicensable, royalty-free, worldwide right to handle Buyer Data to: (i) provide Buyer any Service, as defined herein and as set forth in any General Terms; (ii) generate aggregate data; (iii) sublicense solely to the extent necessary to in connection with the provision of the Services, including enabling other Partners to fulfill their obligations to 3DHubApp and to You, subject to any General Terms, if applicable.

5. INDEMNIFICATION BY YOU.

You agree to indemnify and hold harmless 3DHubApp and its officers, directors, shareholders, agents, licensees, employees, successors and assigns, and Partners, from and against any and all damages, liabilities, awards, losses, costs and expenses including, without limitation, reasonable attorneys' fees and court costs: (i) arising out of any breach by You of any undertaking, warranty, representation or agreement contained herein; (ii) arising out of a claim with respect to the Part (whether arising out of product liability, strict liability, negligence or otherwise), including claims related to any injury, death or damage to any person or property caused by the Part; or (iii) arising out of any claim that any Specification, infringes upon or violates any patent, trade secret, copyright, trademark, service mark, right of publicity or other rights of any third party.

6. DISCLAIMER OF WARRANTIES.

6.1. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM 3DHUBAPP OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

6.2. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESS THROUGH THE WEBSITE IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PERSON OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE WEBSITE, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

7. LIMITATION OF LIABILITY

7.1. Disclaimer of Certain Damages.

3DHUBAPP SHALL NOT IN ANY EVENT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES OR FOR LOSS OF INCOME, BARGAIN, REVENUE, CONTRACTS, GOODWILL, USE, ENJOYMENT, TIME, DATA, OR ELECTRONICALLY TRANSMITTED ORDERS OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE OR EMOTIONAL DISTRESS, WHETHER OR NOT 3DHUBAPP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH:

- (1) THIS AGREEMENT OR THE USE OR INABILITY TO USE THE WEBSITE OR SERVICES;
- (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, PARTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED THROUGH THE WEBSITE OR SERVICES;
- (3) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, SPECIFICATIONS, TOLERANCES OR DATA;
- (4) YOUR PARTS; OR
- (5) ANY OTHER MATTER RELATED TO THE WEBSITE AND SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

8.2. Cap on Liability.

UNDER NO CIRCUMSTANCES WILL 3DHUBAPP BE LIABLE TO YOU FOR MORE THAN THE AMOUNT RECEIVED BY 3DHUBAPP FROM YOU UNDER A GIVEN ORDER FOR ANY CLAIM RELATING TO A GIVEN ORDER.

7.2. Exclusion of Damages.

CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

7.3. Basis of the Bargain.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN 3DHUBAPP AND YOU.

8. TERM AND TERMINATION

8.1. Term.

This Agreement commences on the date when You accept it (as described in the preamble above) and remains in full force and effect while You use the Services, unless terminated in accordance with the terms herein.

8.2. Termination of Services by You.

Subject to the terms of Section 3.1, if You want to terminate the Services provided by 3DHubApp, You may do so by (a) notifying 3DHubApp at any time and (b) closing Your Account for all of the Services that You use. Your notice should be sent, in writing, to 3DHubApp's address set forth below.

8.3. Termination of Services by 3DHubApp. 3DHubApp has the right to, immediately and without notice, suspend or terminate this Agreement or Your use of the Website and Services (with or without cause), including if 3DHubApp becomes aware of any possible violations by You of this Agreement. In the event 3DHubApp determines, in its sole discretion, that You have breached any portion of this Agreement, 3DHubApp reserves the right to: (i) warn You via email (to any email address you have provided to 3DHubApp) that You have violated this Agreement; (ii) delete Content provided by You or Your agent(s) to the Website; (iii) notify and/or send Your Content to and/or fully cooperate with the proper law

enforcement authorities for further action; and/or (iv) pursue any other action which 3DHubApp deems to be appropriate.

8.4. Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of Your password and all related information, files and Your Content associate with or inside Your Account. 3DHubApp will not have any liability whatsoever to You for any suspension or termination, including deletion of Your Content. All provisions of this Agreement which by their nature should survive, shall survive termination of the Services, including without limitation, ownership provisions, warranty disclaimers, payment obligations, indemnification obligations and limitation of liability.

9 MISCELLANEOUS

9.1 Electronic Communications. The communications between You and 3DHubApp use electronic means, whether You visit the Website or send 3DHubApp e-mails, or whether 3DHubApp posts notices on the Website or communicates with You via e-mail. For contractual purposes, You (1) consent to receive communications from 3DHubApp in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that 3DHubApp provides to You electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect Your statutory rights.

9.2 Linked Sites.

The Website may provide links or access to third party content, websites, or services. 3DHubApp does not endorse any third-party content, websites, services, or systems, or guarantee their quality, accuracy, reliability, completeness, currency, timeliness, noninfringement, merchantability, or fitness for any purpose. Third-party content, websites, services, or systems are not under 3DHubApp's control, and if You choose to access any such content, websites, or services, or to access the Website from such systems, You do so entirely at Your own risk. You acknowledge that You may be required to accept terms of use applicable to third

party content, websites, services, or systems and agree to accept and comply with any such terms of use. The Website may integrate with social networking services. You understand that 3DHubApp does not control such services and is not liable for the manner in which they operate. While we may provide You with the ability to use such services in connection with the Website, 3DHubApp is doing so as an accommodation and, like You, is relying upon those services to operate properly and fairly.

9.3 Assignment. This Agreement, and Your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by You without 3DHubApp's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

9.4 Force Majeure.

Neither party shall be liable for any delay or failure to perform (excluding payment obligations) resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, pandemics, government-ordered shutdowns, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

9.5 Questions, Complaints, Claims.

If You have any questions, complaints or claims with respect to the Website or Services, please contact us at: info@3DHubApp.com. We will do our best to address Your concerns. If You feel that Your concerns have been addressed incompletely, we invite You to let us know for further investigation.

9.6 Limitations Period. YOU AND 3DHUBAPP AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE WEBSITE OR THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

9.7 ("Arbitration Agreement") carefully.

Arbitration is currently carried out in accordance with Egyptian law, and in the event that the company's main headquarters moves to another country, the company is subject to the work regulations and regulations of the host country.

9.8 Arbitration Agreement; Class Waiver; Waiver of Trial by Jury. Please read this Section

9.9 Governing Law. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the Egypt, consistent with the Egypt Act. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

9.10 Independent Contractor. Your relationship to 3DHubApp under this Agreement is that of an independent contractor. Nothing in this Agreement is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between 3DHubApp and You. You agree to take no position with respect to or on any tax return or application for benefits, or in any proceeding directly or indirectly involving 3DHubApp that is inconsistent with You being an independent contractor (and not an employee) of 3DHubApp. You are not an agent of 3DHubApp and are not authorized, and must not represent to any third party that You are authorized, to make any commitment or otherwise act on behalf of 3DHubApp.

9.11 Notice. Where 3DHubApp requires that You provide an e-mail address, You are responsible for providing 3DHubApp with Your most current e-mail address. In the event that the last e-mail address You provided to 3DHubApp is not valid, or for any reason is not capable of delivering to You any notices required/ permitted by this Agreement, 3DHubApp's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to 3DHubApp at the following address: Info@3dhubapp.com.

9.12 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

9.13 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

9.14 Entire Agreement. This Agreement are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. Unless otherwise specifically agreed to by the parties, in the event of any conflict between the terms of this Agreement, the General Terms, or any order for Parts, the order of precedence is as follows: (i) this Agreement; (ii) the General Terms. Unless otherwise specifically agreed in a writing by the parties, the parties acknowledge that the preprinted provisions on the reverse side of any quotation, order, acknowledgement or invoice will be deemed deleted and of no effect whatsoever.

9.15 Our company, through a website, provides advertising services to companies and individuals who have activities related to 3D printing, such as selling 3D printer, printing materials, spare parts, and 3D printer accessories, as well as providing advertising services to designers who work in the field of 3D design. and we sold to a third party.