

## Summary of the Terms of “Craftcloud”, a Service by All3DP GmbH

### A quick Guide to the Terms of Use (ToU's) of “Craftcloud” a Service by All3DP GmbH

**# Applicability #** These ToU's apply to any and all Uses of the Offerings of Craftcloud, regardless of whether they are rendered against a fee or not and regardless of whether they lead to a Supply or not.

**# Be an Adult #** You must be an Adult under applicable law to use Craftcloud and to contract with Us.

**# Act in line with applicable laws, especially export control laws #** You must not be located in, request deliveries to or make downloads to/from a country that is subject to export restrictions prohibiting such action, according to the laws of Germany, the EU or the USA. You must not be listed as, act on behalf or in the interest of a natural or legal person that is listed as a prohibited or restricted party under the laws of the USA, the EU or Germany.

**# We believe in integrity towards us and others and expect you to share this approach #** You must not breach the law when using our services, specifically due to the content you upload, the products you request, or the intended use for such products. You must ensure that by using our services You are not breaching the legal rights of a third party, especially intellectual property rights, copyrights or other proprietary rights to use.

**# We believe in fairness and will not contract with Users that do not share this approach #** We reserve the right to take any appropriate measure to protect Our integrity and the integrity and legal or contractual rights of our Users, Partners or Third Parties. This includes to deny Users access to Craftcloud or the Service, to remove uploaded content, to terminate contracts, to report any misconduct performed through Craftcloud or the Service to the competent authorities, including but not limited to whenever Users engage in any of the following activities and if those could be linked to Craftcloud:

- Violation of laws, regulations, the ToU's or the T&C's;
- Infringement of third-party rights;
- Considerable impairment of Our legitimate interests;
- Serious offense of Us, our Partners or any third party.

**# Your data – Your rights – Your action against third parties #** We take responsibility for Our actions and for those of Our Partners in connection to them executing on a contract You have with us. However, we do not assume any responsibility for acts of third parties. Any potential infringements of Your rights by third parties are for you to pursue directly against such third party.

**# We respect Your privacy #** Private content provided by You as a User shall stay private. We will not share it with others without your consent. We protect your personal information. **Please visit our Privacy Terms [here](#).**

**# Be aware that external resources are beyond our control #** Through Craftcloud You have access to external resources provided by third parties. We have no control over such resources and therefore do not assume responsibility for their content and availability, except to the extent that they act directly in fulfilment of Your contract with Us. We use Our best efforts to eliminate any content or offering by a Third Party via Craftcloud, if and when we become aware of any legal issues related to it. Therefore, please report any concerns related to third parties or to content related to Third Parties.

## ***Who is responsible for what in our contractual relationship?***

You provide the model and specification and only you know what exactly you want to print it for. Therefore, the model and anything associated with it (e.g. it being fit for purpose) is purely your responsibility. As only You know for what purpose you are printing and what the exact use case is, You are responsible for the selection of the material used for the product, for the selection of the printing partner (Supplier) and for the customs, duties, taxes and other obligations related to state agencies associated with the printing, shipment and import or export of your Order and with Your payment to Us.

We assume responsibility for the printing as such, the quality and the shipment (except customs, duties, taxes and other obligations associated with state agencies related to the printing, shipment and import or export of your Order).

**# We provide an API applying reasonable care – be aware that using it is at Your risk #** We provide access to Craftcloud using reasonable professional care. However, We do not assume responsibility for any damages or losses resulting from You accessing Craftcloud or Your use of any third-party products or services that access data following You connecting to them from Craftcloud.

**# We are not your storage – secure your data elsewhere #** We do not assume liability for a failure of storing of uploaded content or for its removal or deletion. It is Your obligation as a User to take Your own measures to preserve copies of data that You upload to Craftcloud.