

By using the Kraftwurx.com web site ("Kraftwurx" or the The Site), a service of Kraftwurx, llc., you (the user or you) agree to be bound by the following terms and conditions (the Terms of Use or the "Agreement"), including those available by hyperlink. If you have any questions, please refer to the Help section of the Site.

Before you may become a member of Kraftwurx, you must read and accept all the terms and conditions in, and linked to, the Agreement. The Agreement is effective on October 1st, 2011 and upon acceptance for new users.

### **Kraftwurx is a Marketplace & Community**

Kraftwurx acts as a venue to allow users who comply with Kraftwurx policies to offer, sell, buy & make custom products in 3D. Kraftwurx is indirectly involved in the transaction between buyers, sellers & makers. Kraftwurx has limited control over the quality, safety, morality or legality of any aspect of the items listed, the truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to pay for items although; we have built the website to minimize these issues. Kraftwurx does not pre-screen users or the content or information provided by users. Kraftwurx does not transfer legal ownership of items from the seller to the buyer, this is done by the makers (bureaus) using the site. Kraftwurx cannot guarantee the true identity, age, and nationality of a user. Kraftwurx encourages you to communicate directly with potential transaction partners through the tools available on the Site.

You agree that Kraftwurx is a venue and as such is not responsible or liable for any content, for example, data, text, information, usernames, graphics, images, photographs, profiles, audio, video, itemsw, and links posted by you, other users, or outside parties on Kraftwurx. You use the Kraftwurx service at your own risk.

### **Membership Eligibility**

**Age:** Kraftwurx services are available only to, and may only be used by, individuals who are 18 years and older who can form legally binding contracts under applicable law. Individuals under the age of 18 can use this service only in conjunction with and under the supervision of a parent or legal guardian. In this case, the adult is the user and is responsible for any and all activities.

**Compliance:** You agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for all applicable taxes. In addition, you must abide by Kraftwurx policies as stated in the Agreement and these Kraftwurx policy documents:

- [The Do's and Dont's of Kraftwurx](#)
- [Privacy Policy](#)
- [Copyright & Intellectual Property Policy](#)

### **Fees - Privacy - Copyright - Intellectual Property - Policy Password:**

Keep your password secure. You are fully responsible for all activity, liability and damage resulting from your failure to maintain password confidentiality. You agree to immediately notify Kraftwurx of any unauthorized use of your password or any breach of security. You also agree that Kraftwurx cannot and will not be liable for any loss or damage arising from your failure to keep your password secure. Account Information: You must keep your account information up-to-date and accurate at all times, including a valid email address. To sell items on Kraftwurx, you must have a valid Paypal account and address on file with Kraftwurx at all times.

### **Account Transfer**

You may not transfer or sell your Kraftwurx account and User ID to another party. If you are registering as a business entity, you personally guarantee that you have the authority to bind the entity to this Agreement.

### **Right to Refuse Service:**

For account holders: Kraftwurx reserves the right to refuse service to anyone, for any reason, at any time including termination of an account.

For orders: Kraftwurx may at its' sole discretion, cancel any order at any time.

### Fees and Services

Joining and setting up a shop on Kraftwurx is free. Kraftwurx does not charge a fee for listing an item for sale. Kraftwurx does charge a fee for transactions (sales) of items in the form of a percentage of the sale price when an item listed sells. When you list an item you have an opportunity to review and accept the fees that you will be charged. Kraftwurx Fees Policy, which is subject to change, is incorporated into this Agreement by reference. Changes to the Fees Policy and the fees for Kraftwurx services are effective after Kraftwurx provides you with at least fourteen (14) days' notice by posting the changes on the Site. However, Kraftwurx may choose to temporarily change the Fees Policy and the fees for Kraftwurx's services for promotional events (for example, free listing days); such changes are effective when Kraftwurx posts the temporary promotional event on the Site. Kraftwurx may, at Kraftwurx's sole discretion, change some or all of Kraftwurx's services at any time. In the event Kraftwurx introduces a new service, the fees for that service are effective at the launch of the service. Unless otherwise stated, all fees are quoted in US Dollars (USD).

You are responsible for paying all fees associated with using Kraftwurx. Kraftwurx keeps sellers' valid Paypal account and address on file. At the end of each month, each account is emailed an invoice detailing the transactions, sales commissions and amounts paid to Kraftwurx. You are paid at the end of each month via Paypal or check via mail and the amount is deducted from your account. Your account must accrue minimum earnings of \$100 to be paid. If your account balance is below \$100 you will not be paid, but your balance will remain in your account and you may request the balance via check manually by contacting us. If for any reason your sellers or makers account is not reconciled each month, you risk penalties such as the suspension of privileges and/or termination of the account.

**Fees and Termination:** If Kraftwurx terminates your account, if you close your account, or if the payment of your Kraftwurx fees cannot be completed for any reason, you remain obligated to pay Kraftwurx for all unpaid fees plus any penalties, if applicable. If you have a question or wish to dispute a charge, contact Kraftwurx.

### Listing, Selling

**Listing Description:** By listing an item on the Site you warrant that you and all aspects of the item comply with Kraftwurx policies. You also warrant that you may legally sell the item. You must accurately describe your item in your Kraftwurx shop. Your listings may only include text descriptions, graphics, pictures and other content relevant to the sale of that item. All items must be listed in an appropriate category with appropriate tags. Each listing must accurately

and completely describe the item/items for sale in that listing. Each unique item must have its own listing.

All sellers are urged to outline shop policies for their Kraftwurx shop. These policies may include, for example: shipping, returns, payment and selling policies. Sellers must create reasonable policies in good faith and must abide by such policies. All shop policies must comply with Kraftwurx site-wide policies. Sellers are responsible for enforcing their own reasonable shop policies. Kraftwurx reserves the right to request that a seller modify a shop policy.

**Binding Sale:** All sales are binding. The seller is obligated to ensure that the order can be filled with the buyer in a prompt manner including ensuring the model is printable, unless there is an exceptional circumstance, such as: (a) the buyer fails to meet the terms of the seller's listing (such as payment method), or (b) the seller cannot authenticate the buyer's identity. The buyer is obligated to deliver appropriate payment for items purchased, unless there is an exceptional circumstance.

## **Prohibited, Questionable and Infringing Items and Activities**

You are solely responsible for your conduct and activities on and regarding Kraftwurx and any and all data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links (together, Content) that you submit, post, and display on Kraftwurx.

**Restricted Activities:** Your Content and your use of Kraftwurx shall not: Be false, inaccurate or misleading. Be fraudulent or involve the sale of illegal, counterfeit or stolen items. Infringe upon any third party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy (See also, Kraftwurx Copyright and Intellectual Property Policy

Violate this Agreement, The "Do's and Dont's" of Kraftwurx, any site policy or community guidelines, or any applicable law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising) Contain items that have been identified by the U.S. Consumer Products Safety Commission (CPSC) as hazardous or restricted to sell to consumers.

Be defamatory, trade libelous, unlawfully threatening, unlawfully harassing, impersonate or intimidate any person (including Kraftwurx staff or other users), or falsely state or otherwise misrepresent your affiliation with any person, through for example, the use of similar email address, nicknames, or creation of false account(s) or any other method or device (although parody may be acceptable).

Be obscene or contain child pornography Contain or transmit any code of a destructive nature that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information Host images not part of a listing Modify, adapt or hack Kraftwurx or modify another website so as to falsely imply that it is associated with Kraftwurx; Appear to create liability for Kraftwurx or cause Kraftwurx to lose (in whole or in part) the services of Kraftwurx ISPs or other suppliers Link directly or indirectly, reference or contain descriptions of goods or services that are prohibited under this Agreement, the Privacy Policy, the Do's and Don'ts of Kraftwurx, or other policy documents as posted on Kraftwurx.

Furthermore, you may not list any item on Kraftwurx (or consummate any transaction that was initiated using Kraftwurx service) that, by completing the sale and production through Kraftwurx that could cause Kraftwurx to violate any applicable law, statute, ordinance or regulation, or that violates the Terms of Use.

## Content

License: Kraftwurx does not claim ownership rights to your Content unless you grant release. You grant Kraftwurx a license solely to enable Kraftwurx to use any information or Content you supply Kraftwurx with, so that Kraftwurx is not violating any rights you might have in that Content. You grant Kraftwurx a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in the Content, in any media now known or not currently known, with respect to your Content. You agree to allow Kraftwurx to store or re-format your Content on Kraftwurx and display your Content on Kraftwurx in any way as Kraftwurx chooses. Kraftwurx will only use personal information in accordance with Kraftwurx's Privacy Policy.

As part of a transaction, you may obtain personal information, including email address and shipping information, from another Kraftwurx user. Without obtaining prior permission from the other user, this personal information shall only be used for that transaction or for Kraftwurx-Related communications. Kraftwurx has not granted you a license to use the information for unsolicited commercial messages. Without limiting the foregoing, without express consent from the user, you are not licensed to add any Kraftwurx user to your email or physical mail list. For more information, see Kraftwurx Privacy Policy.

Re-Posting Content: By posting Content on Kraftwurx, it is possible for an outside website or a third party to re-post that Content. You agree to hold Kraftwurx harmless for any dispute concerning this use. If you choose to display your own Kraftwurx-hosted image on another website, the image must provide a link back to its listing page on Kraftwurx.

### Information Control

Kraftwurx does not control the Content provided by users that is made available on Kraftwurx. You may find some Content to be offensive, harmful, inaccurate, or deceptive. There are also risks of dealing with underage persons or people acting under false pretense.

Additionally, there may also be risks dealing with international trade and foreign nationals. By using Kraftwurx, you agree to accept such risks and that Kraftwurx (and Kraftwurx officers, directors, agents, subsidiaries, joint ventures and employees) is not responsible for any and all acts or omissions of users on Kraftwurx. Please use caution, common sense, and practice safe buying and selling when using Kraftwurx.

Other Resources: Kraftwurx is not responsible for the availability of outside websites or resources linked to or referenced on the Site. Kraftwurx does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You agree that Kraftwurx shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or resources.

#### 8. Meetings

Users may arrange and attend online virtual meetings or in-person meetings (Meetings) with one or more individuals. Users are solely responsible for interactions with others. Users must comply with Kraftwurx policies and acknowledge and agree to comply with the laws of the city, county and country in which the Meeting occurs. Additional eligibility requirements for a particular group or Meeting may be set by the group's contact person. Kraftwurx is only involved with user generated groups on a limited basis. Kraftwurx does not supervise or control the Meetings, user-initiated online or offline gatherings, or the interactions among and between users and other persons or companies. Users are solely responsible for interactions with others. Users understand that Kraftwurx does not in any way screen its users. All users agree to exercise caution and good judgment in all interactions with others, particularly if meeting offline or in person.

Groups or User Fees: Some user-generated groups on Kraftwurx may require or request that users pay fees in order to be a member of the group, participate in a promotion, or participate in Meetings. KRAFTWURX IS NOT INVOLVED IN THE TRANSACTIONS, THE PAYMENTS OR THEIR PROCESSING. THE PAYMENT DOES NOT GO TO KRAFTWURX; THIS MONEY IS SEPARATE FROM ANY FEES OR CHARGES ASSESSED BY KRAFTWURX, AND KRAFTWURX HAS NO CONTROL OVER THE MONEY, THE USER-GENERATED GROUPS, PROMOTIONS, THE MEETINGS, OR THE LEADER OF THE GROUP IN CONNECTION WITH ITS USE. YOU ACKNOWLEDGE AND AGREE THAT KRAFTWURX IS NEITHER INVOLVED NOR A PARTY IN ANY PAYMENT, TRANSACTION OR INTERACTION BETWEEN OR AMONG USER-GENERATED GROUPS, KRAFTWURX USERS AND/OR THIRD PARTIES (together a Third Party Transaction), AND THAT YOU BEAR ALL RISK IN CONNECTION WITH YOUR THIRD PARTY TRANSACTIONS. Users should use common sense and be careful in deciding whether to contribute money.

### Resolution of Disputes and Release

In the event a dispute arises between you and Kraftwurx, please contact Kraftwurx. Should you have a dispute with one or more users, or an outside party, you release Kraftwurx (and Kraftwurx's officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Kraftwurx encourages users to report user-to-user disputes to your local law enforcement, postmaster general, or a certified mediation or arbitration entity, as applicable.

Kraftwurx, for the benefit of users, may try to help users resolve disputes. Kraftwurx does so in Kraftwurx sole discretion, and Kraftwurx has no obligation to resolve disputes between users or between users and outside parties. To the extent that Kraftwurx attempts to resolve a dispute, Kraftwurx will do so in good faith based solely on Kraftwurx policies. Kraftwurx will not make judgments regarding legal issues or claims. 10. Kraftwurx's Intellectual Property Kraftwurx, and other Kraftwurx graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks, trademarks or trade dress of Kraftwurx, Inc. in the U.S. and/or other countries. Kraftwurx's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names or email addresses, in connection with any product or service in any manner that is likely to cause confusion.

### Access and Interference

Kraftwurx may contain robot exclusion headers which contain internal rules for software usage. Much of the information on Kraftwurx is updated on a real-time basis and is proprietary or is licensed to Kraftwurx by Kraftwurx's users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access Kraftwurx for any purpose without Kraftwurx prior express written permission. Additionally, you agree that you will not:

Take any action that imposes, or may impose, in Kraftwurx sole discretion, an unreasonable or

disproportionately large load on Kraftwurx infrastructure Copy, reproduce, modify, create derivative works from, distribute or publicly display any user Content (except for your Content, or other allowed uses as set out in the the Do's & Don'ts of Kraftwurx from the Site without the prior expressed written permission of Kraftwurx and the appropriate third party, as applicable Interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site

Bypass Kraftwurx robot exclusion headers or other measures Kraftwurx may use to prevent or restrict access to Kraftwurx

Attempt to access this site for the purposes of reverse engineering, industrial espionage, or access this site for fun or financial gain in any manner in which has not been exclusively granted to you.

## Breach

Without limiting any other remedies, Kraftwurx may, without notice, and without refunding any fees, delay or immediately remove Content, warn Kraftwurx community of a user's actions, issue a warning to a user, temporarily suspend a user, temporarily or indefinitely suspend a user's account privileges, terminate a user's account, prohibit access to the Site, and take technical and legal steps to keep a user off the Site and refuse to provide services to a user if any of the following apply:

Kraftwurx suspects (by information, investigation, conviction, settlement, insurance or escrow investigation, or otherwise) a user has breached this Agreement, the Privacy Policy, the Do's &



Don'ts of Kraftwurx, or other policy documents and community guidelines incorporated herein; Kraftwurx is unable to verify or authenticate any of your personal information or Content; Or Kraftwurx believes that a user is acting inconsistently with the letter or spirit of Kraftwurx policies, has engaged in improper or fraudulent activity in connection with Kraftwurx

or the actions may cause legal liability or financial loss to Kraftwurx's users or to Kraftwurx. 13. Privacy

Except as provided in Kraftwurx Privacy Policy Kraftwurx will not sell or disclose your personal information (as defined in the Privacy Policy) to third parties without your explicit consent. Kraftwurx stores and processes Content on computers located in the United States that are protected by physical as well as technological security.

## WARRANTY

3D PRINTING IS A NEW TECHNOLOGY JUST BEING EXPLORED BY THE PUBLIC. AS SUCH, THERE ARE INHERENT DESIGN CONSIDERATIONS IN EACH 3D PRINTING TECHNOLOGY THAT YOU MAY PRINT WITH USING THE KRAFTWURX 3D PRINTING SERVICE. IN OTHER WORDS, YOU ARE EXPERIMENTING WITH DOZENS OF TECHNOLOGIES THAT EACH HAS INHERENT LIMITATIONS AND CAPABILITIES. KRAFTWURX WARRANTS THAT THE MODEL WE MANUFACTURE FOR YOU, USING 3D PRINTING IN THE MATERIAL THAT YOU CHOOSE, WILL SUBSTANTIALLY RESEMBLE THE FEATURES AND DESIGN OF THE 3D MODEL WITHIN THE INDIVIDUAL LIMITATIONS OF THE 3D PRINTING TECHNOLOGY CHOSEN BY YOU. CERTAIN MATERIALS AVAILABLE THROUGH KRAFTWURX ARE LIMITED IN USE AND KRAFTWURX DOES NOT GUARANTEE THAT "PROTOTYPING" MATERIALS ARE VIABLE FOR ANY PARTICULAR PURPOSE OR USE. KRAFTWURX WARRANTS THAT THE MODEL YOU ORDER WILL BE FREE FROM REASONABLE DEFECTS THAT ARE NOT CAUSED BY THE DESIGN OF THE MODEL OR THE MATERIAL AND PRINTING TECHNOLOGY CHOSEN.

## RETURNS

WHEN YOUR 3D PRINT ARRIVES, PLEASE INSPECT IT IMMEDIATELY. IF THE MODEL IS DEFECTIVE AND YOU BELIEVE THAT A REPLACEMENT IS WARRANTED IN

ACCORDANCE WITH THE KRAFTWURX WARRANTY AND RETURN POLICY, YOU MAY REQUEST A REPLACEMENT BY CONTACTING US WITHIN 10 DAYS OF DELIVERY. THIS MEANS THAT YOU MAY NOT REQUEST A RETURN OR EXCHANGE AFTER 10 DAYS. DO NOT RETURN THE MODEL TO KRAFTWURX FOR ANY REASON UNLESS KRAFTWURX SUPPORT REQUESTS YOU TO DO SO. THE DECISION TO OFFER A REFUND OR REPRINT, SHIPPING COSTS AND OTHER FEES INCURRED IN REPLACING YOUR FAULTY ORDER WILL BE THE RESPONSABILITY OF KRAFTWURX UNLESS OTHERWISE NOTIFIED.

KRAFTWURX MAKES NO OTHER WARRANTY THAN THOSE MADE EXPRESSLY IN THIS TERMS AND CONDITIONS TO THE FULLEST EXTENT PERMITTED BY LAW, KRAFTWURX HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. PLEASE NOTE THAT THE MATERIALS WE USE FOR MANUFACTURING THE MODELS MAKE THE MODELS SUITABLE ONLY FOR DECORATIVE PURPOSES AND THEY ARE NOT SUITED FOR ANY OTHER PURPOSE. THE MODELS ARE NOT SUITED TO BE USED AS TOYS, TO BE GIVEN TO CHILDREN. THE MODELS SHOULD NOT COME IN CONTACT WITH ELECTRICITY OR FOOD OR LIQUIDS AND SHOULD BE KEPT AWAY FROM HEAT. KRAFTWURX, KRAFTWURX'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND KRAFTWURX'S SUPPLIERS PROVIDE KRAFTWURX'S WEB SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. KRAFTWURX, KRAFTWURX'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND KRAFTWURX'S SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM KRAFTWURX SHALL CREATE ANY WARRANTY. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

## Liability Limit

IN NO EVENT SHALL KRAFTWURX, AND (AS APPLICABLE) KRAFTWURX'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR KRAFTWURX'S SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE, KRAFTWURX SERVICES, OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BODILY INJURY, EMOTIONAL DISTRESS, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

KRAFTWURX'S LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF KRAFTWURX'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO KRAFTWURX IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (B) \$100. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. 16. Indemnity

YOU AGREE TO INDEMNIFY AND HOLD KRAFTWURX AND (AS APPLICABLE) KRAFTWURX'S PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT OR THE DOCUMENTS IT INCORPORATES BY REFERENCE, OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.

## No Guaranty

Kraftwurx does not guarantee continuous, uninterrupted access to the Site, and operation of the Site may be interfered with by numerous factors outside Kraftwurx control. 18. Legal Compliance

You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of Kraftwurx service and your listing, purchase, solicitation of offers to purchase, and sale of items

### **Severability**

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

### **No Agency**

You and Kraftwurx are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. 21. Kraftwurx Service

Kraftwurx reserves the right to modify or terminate the Kraftwurx service for any reason, without notice, at any time. Kraftwurx reserves the right to alter these Terms of Use or other Site policies at any time. If the alterations constitute a material change to the Terms of Use, Kraftwurx will notify you via email to the email address in your account. What constitutes a "material change" will be determined at Kraftwurx's sole discretion, in good faith, and using common sense and reasonable judgment.

### **Choice of Law**

This Agreement shall in all respects be interpreted and construed with and by the laws of the State of Texas and disputes arising under this Agreement will be adjudicated by the courts of the State of Texas.

### **Survival**

If any section of this policy is proven to be non-enforceable, all remaining sections shall remain enforceable and survive any termination or expiration of this Agreement.

Except as explicitly stated otherwise, any notices shall be given by postal mail to Kraftwurx Attn: Legal Department; 16125 Cypress Rosehill Road, Cypress, TX 77429-1429 (in the case of Kraftwurx) or, in your case, to the email address you provide to Kraftwurx (either during the registration process or when your email address changes). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, Kraftwurx may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Kraftwurx. In such case, notice shall be deemed given three days after the date of mailing.

For issues with intellectual property, please provide the notice as specified in Kraftwurx Copyright and Intellectual Property Policy.

## Disclosures

The services hereunder are offered by Kraftwurx., located at

**Kraftwurx 16125 Cypress Rosehill Road Cypress, TX 77429-1429**

If you are a Texas resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.

## Nonexclusive License Agreement

The following terms of this Nonexclusive License Agreement ("Agreement") apply if you create products with the Kraftwurx system and or customization tools and/or publish a Design to be displayed and/or offered for sale on websites owned or operated by or for Kraftwurx (the "Site"). "Design" means any and all artwork, photographs, sketches, drawings, text, 3D models or other files, and digital images that you send to Kraftwurx for placement on the Site or on physical or electronic products made by or for Kraftwurx ("Products").

**Licenses.** By uploading Designs to the Site or creating Designs with Kraftwurx, you grant the following licenses to Kraftwurx : the nonexclusive, worldwide, transferable, sublicensable right to use, reproduce, publicly display, sell, and distribute the Design in or on Products and in advertising, marketing, samples, and promotional materials for the purpose of promoting the Site and Products; and the right to make modifications to your Design as necessary to prepare your Design for use in a particular Product category if you agree that your Design may be used in such category. If you select the "customizable" option, you also agree that Kraftwurx and its customers may make changes to the Design for the purposes of creating and ordering Products.

You may remove your Design from the Site at any time, and you retain all copyright and other intellectual property rights in your Design. Upon the removal of a Design, the licenses above will terminate, except that Kraftwurx will fulfill any orders placed prior to termination and Kraftwurx may continue to use your Design in marketing and promotional materials if such materials were printed prior to removal of the Design.

**Tags & Descriptions.** At the time you publish a Product, you will be asked to provide information (title, description, tags, categories) about your Design so that visitors to the Site can search and find relevant products. You will make best efforts to provide accurate, non-misleading information about your Designs and you will not submit unrelated information in connection with your Design for any purpose. If Kraftwurx determines that information is misleading or inaccurate or that it violates the rights of a third party, Kraftwurx may delete such information or your Design, in its sole discretion.

**Pricing.** Kraftwurx determines the prices at which Products are sold on the Site. The actual retail price for products incorporating your Designs may vary based upon Your Royalty/commission Rate.

**Royalty.** Kraftwurx will pay you a royalty for all sales of public Products incorporating your Design ("Royalty"). You have the option of setting your own Royalty rate, as a flat dollar amount for every product you sell ("Your Royalty Rate"). Kraftwurx retail prices are based upon production cost plus your Royalty Rate.

**Ineligible Sales.** Kraftwurx will not pay you a Royalty for sales of any Products which incorporate a Design that violates any terms of service, use or license Agreement on the Kraftwurx website. For example, if Kraftwurx discovers that one of your Designs infringes someone Else's copyright or that you do not have the right to use the Design, Kraftwurx reserves the right to reverse all Royalties for such Designs, whether due or already paid.

**Statements and Payments.** Royalties are payable for all sales of Products incorporating your Design. Kraftwurx maintains a statement of Your Royalties (both pending and paid). You may check your statement from your sellers control panel. Kraftwurx will pay Your Royalty in accordance with the selections you make in the "commission markup settings" for your account. Kraftwurx offers the following payment terms to sellers:

1. Payment is made to you at the end of each month via PayPal for all transactions that have been delivered to the customer.
2. Payments are not made if your account balance is below \$100. Once your account reaches \$100 in royalties, we will send you the entire balance.
3. We will make minimum balance withdrawals available (less than \$100) manually in the future. In the mean time, you may contact us to arrange payments.
4. We currently only provide PayPal payments.

**Marketing & Promotions.** Kraftwurx may market, promote, and sell Products on the Site, on other websites, and/or through distributors and wholesale or retail channels. Kraftwurx may run promotions (including volume discounts and special sales discounts). Kraftwurx is responsible for the cost of promoting the offer and producing and fulfilling the orders, and you acknowledge that your Royalty will be based on the amount of revenue Kraftwurx actually receives for the sale of Products.

**Representations.** You represent that:

- You are the owner of the Design or that the Design is in the public domain; and
  - You have the legal right to grant this license to Kraftwurx and to enter into this Agreement;
- and
- To your knowledge, no one else claims ownership of, or exclusive rights to, the Design;
- and
- The Design does not infringe the privacy, celebrity, moral or other rights of any third party;
- and
- The Design is not defamatory or obscene; and
  - The Design does not contain any defamatory, obscene or discriminatory content or any illegal material; and
- Kraftwurx may legally make and sell products incorporating the design you upload without infringing the rights of any third party and without being obligated to make any payments to, or obtain any permission from, any third party.



**Note: This section shall serve as a supplement to the Terms of Service used throughout the site. It is specifically applicable to service bureaus.**

By using the Kraftwurx.com web site ("Kraftwurx" or The Site), a service of Kraftwurx, llc., you (the bureau or service provider) agree to be bound by the following supplemental terms and conditions (the Supplemental Terms of Use or the "Supplemental Agreement"), including those available by herin. If you have any questions, please refer to the Help section of the Site.

Before you may become a bureau for Kraftwurx, you must read and accept all the terms and conditions in, and linked to, this supplemental Agreement. The Agreement is effective on July 26th, 2011, and upon acceptance for new bureaus.

### **Accepting Orders (Binding Agreement)**

By Accepting orders offered to your bureau by Kraftwurx, you agree to produce the order for the offered price and deliver the part to the address provided on the shipping label in a timely manner. The time for delivery is dictated by the terms you specify for average delivery within your account.

Pricing for production is dictated by your bureau and used to compute the offered prices for production. Kraftwurx Digital Factory system provides an order number and PO number for each order. If you accept an order, you are accepting the offered price for production. Upon acceptance, the PO becomes assigned to your company and the order is no longer available to others. If you do not agree to the price offered, **DO NOT ACCEPT THE ORDER**. Should there be a major pricing issue, please contact kraftwurx at [bureaus@kraftwurx.com](mailto:bureaus@kraftwurx.com).

### **Production (Manufacturing)**

By accepting orders for production, your bureau accepts that the models sent to your bureau for production are the intellectual property of the seller. As such, you may only print the part for

the order at hand on behalf of Kraftwurx. At no times shall you print the part for personal use, for trade shows or display unless the owner of the design has put the object in the public domain. Additionally, you agree to maintain confidentiality of the part and will at no time transmit or otherwise copy the file and or distribute it. You will also maintain sellers privacy and will not disclose any information regarding the sellers and store owners of Kraftwurx.

Kraftwurx requires strict guidelines for manufacturing and quality control. You are accepting responsibility to manufacture and deliver products to the end customer directly. You are representing both and the seller. It is expected that your attention to detail including shipping & packaging will ensure the quality of the products that you produce for Kraftwurx meets or exceeds the customers expectations. If you are ever in doubt about the expectations for producing a product, contact kraftwurx at [bureaus@kraftwurx.com](mailto:bureaus@kraftwurx.com).

### Fit & Finish

Kraftwurx has provided you with a way to visualize finishes for products. When a customer order for a product requires a finish, you have the opportunity to see the rendering of the product, a rendering of the finish and potentially a brand name or Pantone color to match for the order. If you have any doubt, contact kraftwurx at [bureaus@kraftwurx.com](mailto:bureaus@kraftwurx.com).

All product designs are the property of the seller. Your bureau will not be liable at any time for any incorrect orders that are poorly designed or that have unusable tolerances applied. These errors will be absorbed by Kraftwurx.

### Packaging

Kraftwurx desires to be viewed as a **"Green"** company but we also expect products to arrive intact. All packaging should adhere to UPS packing guidelines

[HERE](#)

. The use of substandard packaging may result in a back charge for shipping charges. Kraftwurx prefers that you utilize biodegradable packaging peanuts. You may obtain your packing peanuts from any vendor of choice and we make no other requirements for packaging materials inside the box.

Stickers: Kraftwurx will provide your bureau with packaging labels in the form of self adhesive labels. These small labels should be affixed to the box on a side aligned as centered as possible both vertically and horizontally. **No tape or label should cover the Kraftwurx logo sticker at any time.**

Boxes: Kraftwurx prefers the use of no-bleached plain brown boxes. This is in-line without green image. If your bureau already uses white boxes, you may continue to do so. Kraftwurx wishes to minimize your difficulties in being a service provider for us.

## Shipping

Shipping of Kraftwurx products is accomplished semi-automatically. We provide your bureau with shipping account labels through the Kraftwurx UPS or USPS account. Labels are generated automatically when you tell us the order is ready to ship. Simply select Ready to Ship and a popup will allow you to print the label. This means that all orders shipped for Kraftwurx will be shipped at Kraftwurx expense and you may not use your own shipping methods and charges however; any order shipped that is mislabeled or delivered to the incorrect address will be back-charged to you. Please ensure that all orders are shipped to the correct address.

Kraftwurx uses standard UPS labels for laser printers which can be obtained from UPS for free. DO NOT use an inkjet printer as the shipping label may become unreadable or illegible if it comes in contact with moisture. If you have a special shipping label issue, please contact kraftwurx at [bureaus@kraftwurx.com](mailto:bureaus@kraftwurx.com).

**Branding:** Kraftwurx is building a brand. We provide our service bureaus with box stickers and packing tape carrying our logo. In order to help build our brand, we require that you ship all packages for our customers using the proper packing materials provided. We will periodically and randomly test the system to ensure compliance. You may not include any information in the packaging that presents or exposes your own company

## Payment Terms

Joining and setting up a bureau account on Kraftwurx is free. Kraftwurx does not charge

anything for you to maintain your bureau account or to receive job opportunities from Kraftwurx that match your capabilities. Whenever you produce a part for Kraftwurx, you will not pay for shipping. You will only have the production expense for making the part.

Kraftwurx will make payment by Electronic Funds Transfer or paper check payable to your bureau using standard net 30 terms (Paper checks are only available by manual request). These payment terms will not change and will be generally accepted to mean 30 days from the date of shipping.

Kraftwurx carries all liability for the shipped product. If the customer is not satisfied, and the product design is at fault, your bureau will still receive payment for the job. You may be tasked to reprint the product however; it will not be asked of you to do this for free. The only time that your bureau may be asked to reprint the product at your expense is when your packaging results in a broken part or there is obvious defects in workmanship or printing.

### **Production Issues**

By becoming a manufacturer for Kraftwurx, you acknowledge that your bureau is representing Kraftwurx to the globe. We require you to treat all orders as if they are your own and expect that all parts meet the highest quality standards. Your parts should match the order request exactly. Your packaging should not be careless and the customers out-of-box experience must be excellent.

### **Breach**

Without limiting any other remedies, Kraftwurx may, without notice, and without refunding any fees, delay or immediately remove Content, from the Kraftwurx community of a user's actions, issue a warning to a user, temporarily suspend a user, temporarily or indefinitely suspend a user's account privileges, terminate a user's account, prohibit access to the Site, and take technical and legal steps to keep a user off the Site and refuse to provide services to a user if any of the following apply:

Kraftwurx suspects (by information, investigation, conviction, settlement, insurance or escrow investigation, or otherwise) a user has breached this Agreement, the Privacy Policy, the Do's & Don'ts of Kraftwurx, or other policy documents and community guidelines incorporated herein; Kraftwurx is unable to verify or authenticate any of your personal information or

Content; Or Kraftwurx believes that a user is acting inconsistently with the letter or spirit of Kraftwurx policies, has engaged in improper or fraudulent activity in connection with Kraftwurx or the actions may cause legal liability or financial loss to Kraftwurx's users or to Kraftwurx.

Except as provided in Kraftwurx Privacy Policy Kraftwurx will not sell or disclose your personal information (as defined in the Privacy Policy) to third parties without your explicit consent. Kraftwurx stores and processes Content on computers located in the United States that are protected by physical as well as technological security.

### **No Warranty**

KRAFTWURX, KRAFTWURX SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND KRAFTWURX SUPPLIERS PROVIDE KRAFTWURX WEB SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. KRAFTWURX, KRAFTWURX SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND KRAFTWURX SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM KRAFTWURX SHALL CREATE ANY WARRANTY. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

### **Liability Limit**

IN NO EVENT SHALL KRAFTWURX, AND (AS APPLICABLE) KRAFTWURX SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR KRAFTWURX SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE, KRAFTWURX SERVICES, OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BODILY INJURY, EMOTIONAL DISTRESS, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

KRAFTWURX LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF KRAFTWURX SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO KRAFTWURX IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (B) \$100. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. 16. Indemnity

YOU AGREE TO INDEMNIFY AND HOLD KRAFTWURX AND (AS APPLICABLE) KRAFTWURX PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT OR THE DOCUMENTS IT INCORPORATES BY REFERENCE, OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.

### **No Guaranty**

Kraftwurx does not guarantee continuous, uninterrupted access to the Site, and operation of the Site may be interfered with by numerous factors outside Kraftwurx control. 18. Legal Compliance

You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of Kraftwurx service and your listing, purchase, solicitation of offers to purchase, and sale of items

### **Severability**

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

### **No Agency**

You and Kraftwurx are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. 21. Kraftwurx Service

Kraftwurx reserves the right to modify or terminate the Kraftwurx service for any reason, without notice, at any time. Kraftwurx reserves the right to alter these Terms of Use or other Site policies at any time. If the alterations constitute a material change to the Terms of Use, Kraftwurx will notify you via email to the email address in your account. What constitutes a "material change" will be determined at Kraftwurx sole discretion, in good faith, and using common sense and reasonable judgment.

### **Choice of Law**

This Agreement shall in all respects be interpreted and construed with and by the laws of the State of Texas and disputes arising under this Agreement will be adjudicated by the courts of

the State of Texas.

### **Disclosures**

The services hereunder are offered by Kraftwurx., located at

**Kraftwurx16125 Cypress Rosehill RoadCypress, TX 77429-1429**

If you are a Texas resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.