

Terms and Conditions:

i-make3d, available through the website i-make3d.com (hereafter "the Site") is a service provided by Young-soo. Young-soo is a company, established and registered in Romania, having the registration number: J39/1166/2022

- You can contact us:
 - By giving us a call: + 32 (0) 496 34 98 28;
 - By sending us an email: support@i-make3d.com

Agreement:

Your usage of the Site is subject to your compliance with the terms and conditions set forth below. If you do not agree with these Terms of Use, do not use the Site.

i-make3d may modify these terms and conditions at any time, and such modifications shall be effective immediately upon posting of the modified version on the Site. Your continued use of the Site shall be deemed your conclusive acceptance of the modified terms and conditions. However, contracts concluded on the basis of previous terms and conditions remain unaffected, but you have to prove the terms which are applicable.

Orders placed by you are accepted and all contracts are made subject to these terms and conditions which shall prevail and be effective notwithstanding any variations or additions contained in any order or other document submitted by you. No modification of these terms shall be binding upon i-make3d / Young-soo or any of its subsidiaries or affiliated companies (hereafter 'Young-soo) unless made in writing by an authorized representative of Young-soo.

The Site is available in English. Orders can be placed in English, French, German, Romanian.

Usage of the service:

i-make3d offers the service of creating your design. You can use the services provided that you are of legal age to make a binding contract.

You are solely responsible for providing true, accurate, current and complete information.

Ordering process:

The ordering process happens as follows: you upload or select the model you would like to be reproduced by i-make3d; you choose the material, color, surface and size of the model (pay attention, the thickness must be sufficient); you choose the address where the part must be delivered; after submission and confirmation of the order, you will receive an email with a quotation and delivery times. Upon confirmation of the order over the email, you will receive an invoice. You confirm the order and execute the payment.

You must ensure that the information you submit in your order is accurate and complete before paying it, because afterwards it is impossible to bring any modification because production starts immediately. Should it not be the case, modifications will be allowed so far it has been agreed by i-make3d in writing.

When you place an order, you make an offer to us to buy a product. After you have placed an order, we will send you an e-mail confirming your order details. This confirmation means that a binding agreement will exist between us, except if your offer is based on a file which contains two or more models "grouped models" (for further explanation, please click on the word "grouped models") or if there is an inability to process orders, which you shall be informed at last within two working days after filing your order.

i-make3d may, at any time during the quotation and the ordering and the manufacturing process, revoke and/or cancel any quotation/order, if there are technical reasons to do so. In such case, i-make3d will reimburse you all monies paid.

i-make3d acts according to its mission, which is to make the world a better place to live in. Therefore, i-make3d reserves the right to refuse at its own discretion and at all times an order that is in conflict with its mission and value statement. Creating firearms, their components, or any other prototype or model intended for the weapon industry, or models for which i-make3d has ethical concerns in general, are rejected to be quoted or produced. i-make3d reserves the right to discontinue the execution process of those orders.

You expressly acknowledge that i-make3d is not in the position to act as a medical professional. The product that was ordered must not be used in any way for the diagnosis or treatment of disease or in surgery, or in any way as a medical device or part thereof.

The prices charged upon placement of the orders, are calculated based on building types with a certain attainable level of detail. Due to technical reasons, it may be impossible for certain models to be produced in the requested material-surface-color-quantity combination. In such cases, i-make3d undertakes best effort to contact you. In any case, i-make3d then reserves the right to either build the part with a different thickness and/or switch to another production technique, and apply any modification to the order (such as

modification of price, of terms/term of delivery, ...) resulting from such decision.

i-make3d shall not share your uploaded design file with a third party, unless it is required for production reasons. This third party will be bound to a similar level of confidentiality as i-make3d is towards you.

i-make3d maintains records of orders and recommends that you keep a printed copy of these terms and conditions as well as a copy of the order confirmation and invoice.

Price – Payment:

The price calculated by i-make3d contains the cost for the services rendered by i-make3d, the manufacturing of the product and the shipment of the product, as well as taxes when applicable. There is no insurance. Other duties and taxes applicable for the delivery of the product, even if not mentioned in the invoice sent by Young-soo, will be paid by you.

The price is calculated in EURO. Offsetting against any kind of non-approved counter-claims as well as execution of right of retention of goods shall be excluded unless established in court, undisputed or recognized by Young-soo. Young-soo remains the sole owner of the products until their entire payment, transport and taxes included.

Separate parts of a quote can be invoiced separately. Young-soo reserves the right to refrain from execution of further components of a quote, or of a following quote, or to terminate a delivery, as long as the outstanding issued invoices remain unpaid. i-make3d retains full legal title to products until it has received in full all amounts due on those products and payment on any other products that you have ordered. Young-soo, at its own absolute discretion and under exceptional circumstances, may allow payment of orders after delivery. In such exceptional circumstances, payment terms will be 30 days after the end of the month in which the invoice was issued.

Term of delivery – Risk of transport:

The average time required to produce the model is about 10 working days. This is a preliminary indication, but does not bind i-make3d in any way. The actual delivery time is determined by a number of circumstances, for example (but not included to) working conditions applicable at the time the agreement is concluded, on the punctual delivery of the materials ordered by i-make3d for the execution of the order.

Should your payment details be incorrect, the delivery will be postponed until the correct information is received from you.

i-make3d uses its discretion in selecting a reputable carrier and appropriate means of delivery. All risks during transport are borne by you.

Inspection - Returns – Replacements – Refunds:

As the products are made immediately on the basis of your specifications, there is no right to return or possibility of cancelling your order within a certain period of time.

Upon delivery of the product, i-make3d expects that you submit the product to a thorough inspection. If, upon inspection, you feel that the product is not in conformity with the order, you should contact us as soon as possible and at the latest 14 days after your receipt of the product. In the case that you omit to exercise this control or decides to use a non-conform product, you dismiss Young-soo from any liability for the possible consequences of the usage of this product.

You should not return products without having received an explicit request from i-make3d to do so.

i-make3d reserves the right to revoke and/or modify (part of) a quotation and/or order confirmation for technical reasons. The liability of i-make3d vis-à-vis you for real and proven damage will, regardless the gravity of the failure, be limited to the price of the product directly related to the reason of the claim. All other liability of i-make3d, such as that for consequential loss, other indirect loss and loss as a result of third party liability, is excluded.

Internet communications are capable of data corruption and therefore i-make3d does not accept any responsibility for changes made to such communications after their dispatch. It may therefore be inappropriate to rely on information/advise contained in an e-mail without obtaining written confirmation of it. i-make3d does not accept responsibility for any errors or problems that may arise through the use of Internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by you. If you do not agree to accept this risk, you should notify i-make3d in writing that e-mail is not an acceptable means of communication.

Intellectual property:

Young-soo grants you a limited, non-exclusive license to generate quotes and place orders with Young-soo. Young-soo retains all ownership and intellectual property rights

to the Site. You may not cause or permit reverse engineering, disassembly or decompile the Site.

The i-make3d.com website contains names, which are trademarks and/or brand names of i-make3d. These marks and other i-make3d brand names may not be used without the written permission of i-make3d. The copyright in the content of the Site is owned by i-make3d or other third parties. No part of the Site may be copied or reproduced for commercial purposes without the express written permission of i-make3d or the identified owner of the information and content.

i-make3d.com provides an automated internet-based service to users, which they use to design and sell products. i-make3d contractually prohibits its users from using the service to order and/or sell products that infringe third party intellectual property rights (including among others copyright, trademark, design and model, patent, trade dress and right **of publicity, etc.**). **You are solely responsible for the content that you upload on the Site. By submitting an order to i-make3d, you confirm that you are the owner and/or you have obtained from a third party the rights necessary for submitting this order to i-make3d for production and commercial use (see the article re. the challenges) without any violation of any intellectual property rights.** Young-soo **will not claim any rights on your design. If the design you submit to Young-soo risks infringing the intellectual property rights of third parties, Young-soo reserves the right to either not produce the design or produce the design without the part that risks infringing the rights of third parties. Should your user generated content nevertheless be found to be infringing and/or in violation of any law, you will defend i-make3d against third party claims, and be held liable for all (direct and indirect) damages and costs incurred by i-make3d with respect to such claims.**

You acknowledge that electronic communications, databases and websites are subject to errors, malfunctions, tampering and break-ins, or that use thereof may result in damages to your systems or operations. While i-make3d will implement reasonable precautions to attempt to prevent such occurrences, you further acknowledge that i-make3d does not guarantee such events will not take place and that i-make3d will not be liable for any such occurrences. You shall be solely responsible for ensuring that any information or content downloaded from the Site or any other website accessed from the Site does not contain any virus or other computer software code or subroutine designed to disable, erase, impair or otherwise damage its systems, software or data, and you shall indemnify, defend and hold i-make3d harmless from any liability, claim, cost or damage arising out of any third-party claim or suit caused by such virus or code or subroutine.

Confidentiality

i-make3d agrees to treat your 3D file as strictly confidential. It will use the design file to produce the model and it will not share the file with a third party unless it is required for production reasons. This third party will apply the same level of confidentiality as i-make3d guarantees towards you.

By submitting an entry (including a 3D file, pictures and text description) to i-make3d as part of a contest/challenge, you grant a non-exclusive, royalty free, unlimited in the time, worldwide license to i-make3d to display the design you submitted and/or a reproduction of this design for marketing purposes. i-make3d has the right to reproduce the design in 3D, to take photographs/pictures and reproduce the pictures of the design on any support (CD, DVD, internet, folder, etc.) for marketing purposes. Young-soo shall never reproduce the design for which you grant a license in order to sell it. By submitting your design to the contest, you confirm that you are the sole creator of the model and that you do not infringe any copyright or any other intellectual property right (trademark, design and mode, patent, etc.) of a third party and/or that you obtained all the necessary permissions in order to duly allow such a license to i-make3d.

Limitation of liability:

The information and content provided on the Site and your access of the Site does not create any relationship between you and i-make3d

ALL INFORMATION AND CONTENT ON OR OBTAINED THROUGH THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. YOU HEREBY WAIVE ALL OTHER WARRANTIES RELATING THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT. i-make3d DOES NOT WARRANT THAT THE USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY ERROR OR DEFECTS WILL BE OR CAN BE CORRECTED. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO ALL USERS.

i-make3d SHALL NOT IN ANY EVENT BE LIABLE TO ANY USER OR TO ANY THIRD PARTY FOR ANY DIRECT DAMAGES, LOST PROFITS, REVENUES, BUSINESS OPPORTUNITIES OR FOR LOSS OF INCOME, BARGAIN, REVENUE, CONTRACTS, GOODWILL, USE, ENJOYMENT, TIME, DATA, ELECTRONICALLY TRANSMITTED ORDERS OR OTHER ECONOMIC ADVANTAGE WHATSOEVER (BUT NOT TO THE EXTENT THAT APPLICABLE LAW PROHIBITS LIABILITY EXCLUSIONS OR LIMITATIONS FOR INTENTIONAL TORTS, GROSS NEGLIGENCE, DAMAGES ARISING OUT OF PRODUCT LIABILITY OR OTHER FAULT BASES), NOR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR INCIDENTAL LOSSES,

DAMAGES OR EXPENSES DIRECTLY OR INDIRECTLY RELATING TO THE USE OR MISUSE OF THE SITE, OR THE INFORMATION OR CONTENT, IRRESPECTIVE OF THE BASIS FOR SUCH CLAIM.

UNDER NO CIRCUMSTANCE CAN Young-soo BE HELD LIABLE FOR ANY PRODUCT DEFECTS OR SPECIFICATIONS WHICH HAVE BEEN REQUESTED/ANALYSED IN THE QUOTATION PHASE. THE LIABILITY OF Young-soo VIS-À-VIS YOU FOR REAL AND PROVEN DAMAGE WILL, REGARDLESS THE GRAVITY OF THE FAILURE, BE LIMITED TO THE PRICE OF THE PRODUCT DIRECTLY RELATED TO THE REASON OF THE CLAIM.

Data protection and privacy:

By submitting orders:

- you consent to the processing of data personal to you, such as your name and title, address, telephone number, contact details and other personal details ("Personal Data"), in accordance with the terms of Young-soo; subject to the situation that these Personal Data are required to process your order and to fulfill our legal obligations.
- you acknowledge that the processing of your Personal Data is necessary for the performance of the contract and you consent to such processing.

In certain circumstances i-make3d may seek additional personal information such as photocopies of identification documents or credit cards for example for identity verification or fraud prevention purposes. Where such additional information is submitted to Young-soo it shall also be regarded as "Personal Data".

The Personal data are collected by i-make3d in order to :

- fulfill its obligations under any sale and purchase contract and any other contract with you
- ask your opinions on its products and services
- provide you with the latest products and services information
- improve the products and services for you

i-make3d will not disclose Personal Data to entities and persons, other than Young-soo, ("third parties") without your consent, except in the cases below.

Personal Data may be disclosed to third parties to enable compliance with legal obligations to which Young-soo or its Affiliates are subject.

Personal Data may be disclosed to third parties to enable them to provide services for or on behalf of, or at the direction of, Young-soo. In such cases, i-make3d takes measures to ensure that the third parties comply with Young-soo's privacy policy and that such recipients:

- do not use Personal Data other than for the purposes permitted;
- obtain and process Personal Data only on condition that they secure that Personal Data from unauthorized use and adopt and comply with similarly stringent policies and terms on Personal Data protection and use; and
- comply strictly with applicable laws.

Governing Law, Jurisdiction:

The sale of products and these terms shall be governed by and construed under the laws of Romania. All disputes will be submitted to the exclusive jurisdiction of the Courts of Romania.

Warranty:

Young-soo warrants that the printed model shall substantially meet the features of the ordered model within the limitations of the current 3D printing technology. Young-soo will decide solely about the building orientation of the model. A printed model cannot be refused because of the chosen printing orientation. Because of production reasons (different print orientation, composition of raw materials,...), there may be minor visual differences between multiple copies of one model.

If the printed model is made of precious metals, Young-soo warrants that the model will be in accordance with the documentation shared by the Customer.

Young-soo MAKES NO WARRANTY OTHER THAN THOSE MADE EXPRESSLY IN THIS TERMS AND CONDITIONS TO THE FULLEST EXTENT PERMITTED BY LAW. YOUNG-SOO HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

Other – General:

No waiver:

No omission or delay on the part of any party to insist on strict performance of any terms, or in exercising any right, power or remedy under these terms, shall operate as a waiver

thereof, nor shall any single or partial exercise by any party of any right, power or remedy preclude the further or other exercise thereof or the exercise of any other right, power or remedy. Without limitation, no waiver by any party of any breach of any provision of these terms shall be a waiver of any subsequent breach of that or any other term.

Circumstances beyond our reasonable control:

i-make3d will make every effort to perform its obligations under these terms. However, i-make3d is not liable in case of force majeure. Force majeure implies any circumstance beyond the control of Young-soo – even if this circumstance was foreseeable at the time the agreement was concluded – which permanently or temporarily prevents fulfilment of the agreement, including in particular transport failure, strikes, terrorist acts, war, supplier/transport issues, governmental or regulatory action and natural disasters. In the event of a delay, i-make3d will perform our obligations as soon as reasonably possible.

Severability:

If all or any part of one or more of these terms is or becomes illegal, invalid, unenforceable, or prohibited in any respect under any applicable law or regulation or found to be illegal or unenforceable in whole or in part under any applicable law, or regulation of any jurisdiction or country, or with respect to a certain category of persons, such provision or part shall to that extent, be deemed not to form part of the contract. The legality, validity or enforceability of the remainder of these terms or the remaining parts of the relevant term shall not in any way be affected or impaired thereby (in relation to such jurisdiction or country, or category of persons). The legality, validity or enforceability of such provision under the applicable laws of any other jurisdiction or country or category of persons, shall not in any way be affected or impaired.

If any part of this disclaimer is held to be invalid, the remaining models will continue to be valid and enforceable.

If you have any questions or comments regarding the Site, please contact us by email at contact@i-make3d.com.

Terms of use of the website

This website is the property of Young-soo.

Contact details :

- call at: + 32 (0) xxx xx xx xx;

- send an email at: support@i-make3d.com

By accessing and using the website you express your explicit agreement with the following general terms and conditions. Young-soo reserves the right to alter or delete material from the website at any time, and Young-soo may, at any time, revise the terms and conditions, the legal disclaimer or other policies set forth in this website by updating it. Such modifications shall be deemed effective immediately upon posting on Young-soo's website. Any continued use of the website shall be deemed conclusive of your acceptance of the modified terms and conditions, the legal disclaimer of Young-soo and other policies.

Use of "cookies":

When you visit the site 'cookies' may be installed on the hard disk of your computer with the sole purpose of streamlining the site more to the needs of recurrent visitors. These mini files or cookies are not used to check the surf behavior of the visitor on other websites. Internet browsers allow you to block the use of cookies. You receive a warning when a cookie is installed or that cookies can be removed from your hard disk afterwards. Please consult the help function of your Internet browser for this.

You can opt-out of each cookie category (except strictly necessary cookies) by clicking on the "cookie settings" button below:

Cookie Settings

Intellectual property rights:

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All the trademarks used on the website are the property of their respective holders.

You are prohibited from altering, damaging or defacing the website or adding any unauthorized material or to attempt to alter, damage or deface the website or add any unauthorized material.

Intellectual property policy:

i-make3d encourages intellectual property rights owners to contact i-make3d if they believe that a user of the i-make3d service has infringed their rights. For this reason, if you let us know that your rights are being infringed by one of the i-make3d users, i-make3d will verify your claim and will (in its discretion) require that the user's content is removed from products and, if the user continues to infringe your rights (or infringes the rights of others) terminate the user's access to our services.

If you believe that your intellectual property rights have been infringed by a user of the i-make3d service, please provide our Intellectual Property Rights Agent with a notification that contains the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or other rights that have been allegedly infringed.
2. Identification of the copyright, trademark or other rights that have been allegedly infringed.
3. The URL or product number(s) used in connection with the sale of the allegedly infringing merchandise.
4. Your name, address, telephone number and email address.
5. A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the rights owner, its agent or the law.
6. A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright or other right that is allegedly infringed.

In case of questions about intellectual property rights or other legal matters, please contact support@i-make3d.com

User Contributed Content/Comments:

You are solely responsible for the content that you upload, publish or display (hereinafter, "post") on or through the Site, or transmit to or share with or allow to be shared with other users (collectively the "User Content"). You may not post, transmit, share or allow to be shared User Content on the Site that you did not create or that you do not have permission to post. You understand and agree that i-make3d may, but is not obligated to, review the Site and that i-make3d may delete or remove (without notice) any Site content or User Content.

i-make3d will remove any posts which are offensive, which contain unlawful or impermissible content or which promotes an illegal copy of another person's copyrighted work.

You acknowledge that by sending to the Site and i-make3d any information or material, in whatever form, you grant i-make3d and to any visitor of the Site a nonexclusive, worldwide and royalty-free license to use, execute, reproduce, display, perform, modify, create or have created derivative works of, transmit and distribute, internally and/or externally, and sublicense, in any medium or distribution technology, without accounting to you, including the right to grant any or all of the foregoing rights and licenses to others.

You acknowledge that electronic communications, databases and websites are subject to errors, malfunctions, tampering and break-ins, or that use thereof may result in damages to your systems or operations. While i-make3d will implement reasonable precautions to attempt to prevent such occurrences, you further acknowledge that i-make3d does not guarantee such events will not take place and that i-make3d will not be liable for any such occurrences. You shall be solely responsible for ensuring that any information or content downloaded from the Site or any other website accessed from the Site does not contain any virus or other computer software code or subroutine designed to disable, erase, impair or otherwise damage its systems, software or data, and you shall indemnify, defend and hold i-make3d harmless from any liability, claim, cost or damage arising out of any third-party claim or suit caused by such virus or code or subroutine.

LEGAL DISCLAIMER:

i-make3d provides users with a set of complete e-commerce tools needed to create, order and/or sell a wide variety of products featuring their ideas and designs, and ability to formulate comments on the i-make3d blogs.

Therefore, the content of i-make3d is partly created by users of service, offered by i-make3d, and the hosting of the content by i-make3d does not in any way reflect the opinions and views of i-make3d.

The information specified on this website is only intended for general information purposes.

Due to the changing nature of laws and regulations and the intrinsic risks of electronic communication, there may be delays, defects or other inconsistencies in the information provided on this website.

The information provided on this website may not be considered as legal or other professional advice. Accordingly no actions should be taken based on this information without prior expert advice.

Although Young-soo aspires to the greatest precision possible in the compilation and maintenance of the information provided on this website, Young-soo cannot guarantee that this information is exact, complete and correct. Young-soo further assumes no liability or responsibility for any errors or omissions in the content of the website.

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Without limiting the foregoing, everything on the website is provided to you "AS IS" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

Young-soo reserves the right to alter or delete material from the website at any time, and Young-soo may, at any time, revise the terms and conditions, the legal disclaimer or other policies set forth in this website by updating it. Such modifications shall be deemed effective immediately upon posting on Young-soo's website. Any continued use of the website shall be deemed conclusive of your acceptance of the modified terms and conditions, the legal disclaimer of Young-soo and other policies.