

HP Inc. 3D Digital Platform Terms of Service

June 22, 2020



Welcome to the HP Inc. (HP) 3D Digital Platform [<http://www.hp.com/go/3DPrint>] (“HP 3D Digital Platform”)!

Your use of the HP 3D Digital Platform is subject to the terms and conditions set out in this page, including applicable policies incorporated herein by way of reference, which are in addition to the HP Website terms of use <https://www8.hp.com/us/en/terms-of-use.html#20> and which control in the event of a conflict (collectively “3DDP Terms of Service”). For the purpose of these 3DDP Terms of Service, wherever the context so requires, "you" or "user" shall mean any natural or legal person who has agreed to become a buyer on the HP 3D Digital Platform by creating an account on it, or who visits or accesses the HP 3D Digital Platform. The terms "we", "us" and "our" shall mean HP.

These 3DDP Terms of Service constitute an electronic record or contract within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures. READ THESE TERMS CAREFULLY BEFORE BROWSING THIS HP 3D DIGITAL PLATFORM. USING THIS HP 3D DIGITAL PLATFORM INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE THIS HP 3D DIGITAL PLATFORM. YOUR USE OF THE HP 3D DIGITAL PLATFORM WILL BE DEEMED AS ACCEPTANCE OF THESE TERMS.

We reserve the right to change, modify, add or remove portions of the 3DDP Terms of Service, at any time with prior written notice to you. HP will post any such updated Terms on the HP 3D Digital Platform and change the last updated date above to reflect the date of the change. It is your responsibility to review the 3DDP Terms of Service periodically for updates or changes. Your continued use of the HP 3D Digital Platform following the posting of changes shall mean that you accept and are bound by the revisions made.

1. Your account

If you use the HP 3D Digital Platform, you are responsible for maintaining the confidentiality of your account and password, and for preventing unauthorized access to your account. You should take all necessary steps to ensure that the password is secure and inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. You agree to accept responsibility for all activities that occur under your account or password.

2. Access to Website

We will use reasonable commercial efforts to ensure that the availability of the HP 3D Digital Platform will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. Your access to the HP 3D Digital Platform may be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction. We reserve the right to suspend your access to the HP 3D Digital Platform, at our sole discretion, should your use of the HP 3D Digital Platform be in violation of any applicable law or these 3DDP Terms of Service.

3. Communications

When you use the HP 3D Digital Platform or send emails or other data, information or communication through the HP 3D Digital Platform, you agree and understand that you are communicating with us through electronic records. You may be required to provide a valid phone number, e-mail or other info while placing an order through the HP 3D Digital Platform. HP may communicate with you by e-mail, SMS, phone call or by posting notices on the HP 3D Digital Platform or by any other mode of communication. For contractual purposes, you consent to receive communications (including transactional, promotional and/or commercial messages), from us with respect to your use of the HP 3D Digital Platform and/or your order placed on the HP 3D Digital Platform.

4. Privacy

To the extent that any personal data is collected and processed, you and HP agree to comply with all applicable privacy and data protection laws and regulations. Our Privacy Statement available at <https://www8.hp.com/us/en/privacy/privacy.html> shall govern your visit to the HP 3D Digital Platform and the personal information/ data that you provide to us in the course of your use of the HP 3D Digital Platform. Your use of the HP 3D Digital Platform makes you bound by the Privacy Statement and the information you provide shall be governed in accordance with the Privacy Statement and applicable law.

5. Purchase and use of the Products on the HP 3D Digital Platform

You agree, understand and acknowledge that the HP 3D Digital Platform is an online platform that enables you to purchase Products and Services (defined below) listed on the HP 3D Digital Platform from HP. Products listed and sold on the platform are manufactured and sold by HP.

6. Terms of Sale and Delivery of the Products

The terms of sale and delivery of the Products and Service purchased through this HP 3D Digital Platform will vary depending upon the seller. Prior to purchasing the Products or Services you are required to review and agree to the terms of sale for the Products or Services. If you do not agree to the terms of sale from the applicable seller then do not purchase the Products or Services.

Unless HP is acting as a direct seller, HP is an independent party to any and all agreements concluded through the HP Marketplace ("Transaction") and, therefore, HP will not be held accountable for any liability arising from any breach of any Transaction. Seller will be solely responsible for any liability arising from the breach of Transaction, including but not limited liability for delay in delivery, non-conforming products or non-performance, subject to the applicable terms of sale or the agreement freely agreed with you and applicable law.

7. Indemnity

- a) THE HP 3D DIGITAL PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE AND THE SITE IS WITH YOU. EXCEPT WHERE PROHIBITED BY LAW, HP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE HP 3D DIGITAL PLATFORM (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS). EXCEPT WHERE PROHIBITED BY LAW, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HP MAKES NO WARRANTY THAT THE HP 3D DIGITAL PLATFORM WILL MEET YOUR REQUIREMENTS OR THAT THE HP 3D DIGITAL PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE OR THAT DEFECTS IN THE HP 3D DIGITAL PLATFORM WILL BE CORRECTED. HP MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE HP 3D DIGITAL PLATFORM OR THE ACCURACY OR

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- b) You shall defend, indemnify and hold harmless HP, its subsidiaries, affiliates and their respective officers, directors, agents and employees, from all third party claims, losses, liabilities, costs, damages, judgments, awards, expenses (including but not limited to attorney's fees, expert witness fees, and bonds) arising out of your breach of these 3DDP Terms of Service or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party. HP shall provide prompt notification of the claim and HP reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with HP's defense of such claim.
- c) THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Limitation of Liability

- a) To the extent allowed under applicable law, HP's liability to you under these 3DDP Terms of Service is limited to one hundred (100) US dollars or if you have purchased HP Product(s) directly from HP through the HP 3D Digital Platform, then HP's liability to you is the amount payable by you to HP for the relevant order. Neither you nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data, anticipated savings, or indirect, special or consequential costs or damages. This provision does not limit either your or HP's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; nor any liability which may not be excluded or limited by applicable law.
- b) Notwithstanding anything to the contrary contained herein or otherwise communicated to you, the Products have not been designed, manufactured or tested by HP for compliance with legal requirements for specific 3D Printed Parts and their uses, and you are responsible for determining the suitability of Products for their uses (including but not limited to medical, dental, food contact, automotive, aerospace, heavy industry, and consumer products) that are regulated by US, EU and other applicable governments), ensuring compliance with applicable laws and regulations, and being aware that other safety or performance considerations may arise when using, handling, storing, or disposing the Products. To the extent permitted by local law, HP shall not be liable for damages or losses of any kind or nature that result from the use of the Products.
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- d) You hereby expressly release HP and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the vendors and specifically waive any claims or demands that you may have in this behalf under any statute, contract or otherwise.
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not apply to you. To the extent HP may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the amount of HP's liability shall be limited to the minimum amount permitted under such applicable law.

9. Intellectual Property Rights

- a) When placing orders using the HP 3D Digital Platform, you may be asked to upload or otherwise provide information related to the production of a Product or Products ("Product Production Information"). In connection with your orders and subject to any confidentiality obligations, you authorize HP and its designees to use, copy, store, delete, display, perform, modify, adapt, and create derivative works of any Product Production Information so provided. Product Production Information may include but is not limited to Part files, CAD Files, and any product descriptions you may provide. Unless you authorize otherwise, HP will only use your Product Production Information in connection with your orders.
- b) Except as otherwise provided herein, each party shall retain all rights in and to its intellectual property, and no transfer of ownership of any intellectual property will occur under these 3DDP Terms of Service.
- c) All content included on the HP 3D Digital Platform, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of HP, its affiliates, or its content suppliers (e.g., third party sellers) and is protected by US and international copyright, authors' rights and database right laws. The compilation of all content on this HP 3D Digital Platform is the exclusive property of HP and its affiliates and is protected by the laws of the US and international copyright and database right laws. All software used on this HP 3D Digital Platform is the property of HP, its affiliates or its software suppliers and is protected by US and international copyright and author's rights laws.
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- e) You may, from time to time, provide feedback regarding an HP product or service including but not limited to the HP 3D Digital Platform ("Feedback"). You agree that all Feedback is, and shall be given, entirely voluntarily. Feedback, even if designated by you as confidential, shall not create any confidentiality obligation for HP. You shall not give HP any Feedback that you desire to be made subject to any license terms that seek or require any HP product, technology, service or documentation incorporating or derived therefrom, or any HP intellectual property, to be licensed or otherwise shared with any third party. Furthermore, you agree that HP shall be free to use, disclose, reproduce, license or otherwise distribute, incorporate and otherwise exploit any Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of any intellectual property rights or otherwise.

10. Confidentiality

- a) With the exception of any Feedback, Confidential Information shall mean any and all information which HP or you disclose orally or in writing and designated as confidential or which should reasonably be understood to be confidential considering circumstances of disclosure or nature of the information. Unless otherwise agreed, your Product Production Information is your Confidential Information.

- b) Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for the later of three (3) years from the date of receipt or for such period as the information remains confidential.

Confidential Information shall not include information that: (i) was known or becomes known to the receiving party without obligation of confidentiality; (ii) is independently developed by the receiving party; or (iii) where disclosure is required by law or a governmental agency.

11. Your Conduct

You must not use the HP 3D Digital Platform in any way that causes, or is likely to cause, the HP 3D Digital Platform or access to it to be interrupted, damaged or impaired in any way. You understand that you, and not HP, are responsible for all electronic communications and content sent from your computer to us and you must use the website for lawful purposes only. You must not use the HP 3D Digital Platform for any of the following:

- a) for fraudulent purposes, or in connection with a criminal offense or other unlawful activity;
- b) to send, use or reuse any material that does not belong to you; or is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libellous, obscene, pornographic, pedophilic or menacing; ethnically objectionable, disparaging or in breach of copyright, trademark, confidentiality, privacy or any other proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any spam;
- c) to cause annoyance, inconvenience or needless anxiety.

12. HP 3D Printing Responsible Use Policy

You represent, warrant, and agree that you have and will exercise appropriate policies to ensure that all digital files printed using the Product may legally be 3D printed using the Product in accordance with US and other applicable laws. You further represent, warrant, and agree that if the digital file is for a firearm, you will ensure: (1) the end user of the resulting firearm 3D Printed Part is a licensed and regulated firearms manufacturer, (2) the resulting firearm 3D Printed Part is detectable by airport or similar weapons/firearms security screening technology in accordance with US and other applicable laws, and (3) the resulting firearm 3D Printed Part will be traceable by US and other applicable law enforcement. You agree that HP may require you to periodically certify that you are in compliance with this "Responsible Use" provision. You further represent, warrant, and agree that you will not use the Products for any purposes prohibited by US law, including without limitation, the development, design, manufacture or production of nuclear weapons, missiles, chemical or biological weapons. In addition to other remedies available at law or in equity, HP reserves the right to disable the Product and/or stop selling Products and Services if HP determines that you have violated this provision.

13. Children

Use of the HP 3D Digital Platform is available only to persons who can form a legally binding contract under US laws, or any other laws as applicable.

14. Amendments to 3DDP Terms of Service

We reserve the right to make changes to our HP 3D Digital Platform, policies, and these 3DDP Terms of Use at any time without prior written notice to you. HP will post any such updated Terms on the HP 3D Digital Platform and

change the last updated date above to reflect the date of the change. It is your responsibility to review the 3DDP Terms of Service periodically for updates or changes. Your continued use of the HP 3D Digital Platform following the posting of changes shall mean that you accept and are bound by the revisions made.

You will be subject to the policies and 3DDP Terms of Service in force at the time that you use the HP 3D Digital Platform or that you order Products from it, unless any change to those policies or these 3DDP Terms of Service is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these terms is deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining 3DDP Terms of Service.

15. Events Beyond our Reasonable Control

HP will not be held responsible for any delay or failure to comply with our obligations under these 3DDP Terms of Service if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

16. Waiver

If you breach these 3DDP Terms of Service and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these 3DDP Terms of Service.

17. Governing Law and Jurisdiction

These 3DDP Terms of Service shall be governed by the laws of the State of California as applied to agreements made, entered into, and performed entirely in California by California residents, notwithstanding Your actual place of residence or business. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to these Terms. All lawsuits arising from or relating to 3DDP Terms of Service or Your use of this HP 3D Digital Platform shall be brought in the Federal or State courts located in Santa Clara County, California, and You hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose.

18. Our Details

This HP 3D Digital Platform is operated by HP Inc. and you can contact HP by visiting: <https://www8.hp.com/us/en/contact-hp/contact.html>

19. Sanctions and Export Policy

You agree to be responsible for complying with all laws and regulations including, without limitation, laws and regulations applicable to import and export, such as the trade control laws of the United States and other national governments. You understand and acknowledges that Products are subject to US and other national export and import regulations and certify that you are not a citizen, party of a country which are subject to certain trade control embargoes, sanctions, prohibition and restriction, to include all countries identified in country groups D:1, E:1 and E:2, as identified in Supplement No. 1 to Part 740 of the U.S. Export Administration Regulations, see <https://www.bis.doc.gov/index.php/documents/regulation-docs/2255-supplement-no-1-to-part-740-country-groups-1/file>, without having first obtained required government authorization. HP may suspend performance if customer is in violation of any applicable laws or regulations.

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