

Terms of Use

By using any of the services and products of It's3DNow! LLC (hereinafter, "Company"), including without limitation, viewing our website, purchasing and viewing services and products, you are agreeing to be bound by the following terms of use ("Terms of Use").

1. **Acceptance.** By using or visiting this Website, including, without limitation, all Company Content (as defined below) and functionality available through the Website you signify your agreement to be bound by these Terms of Use and the Privacy Policy, incorporated herein by reference and available at www.its3dnow.com, whether or not you purchase services or products on this Website. Company may, in its sole discretion, modify these Terms of Use from time to time. Your continued use of the Website constitutes your acceptance of such modifications. Company will post modifications to the Terms of Use on this page and indicate the date of the most recent modification at the top of the page.
2. **Eligibility.** This Website is intended for users who are eighteen (18) years of age or older. By using the Website, you agree to abide by the terms and conditions of these Terms of Use.
3. **Third-Party Websites.** This Website may contain links to third-party websites that are not owned or controlled by Company. Company has no control over, and assumes no responsibility for, the content, terms and conditions, privacy policies or practices of any third-party websites. Company cannot censor or edit the contents of any third-party website. You hereby release Company from all liability arising from your access to or use of any third-party website.
4. **Use of the Website.** You understand and agree that your access to and use of the Website is subject to the following terms:
 - a. You agree not to copy or distribute the Website in any medium, form or format, now known or later developed, in whole or in part, without the Company's prior written authorization.
 - b. You agree not to alter, modify or reverse engineer any part of the Website, including, without limitation, software programs and applications provided through the Website;
 - c. You agree not to sell access to the Website;
 - d. You agree not to provide unauthorized access to the Website and the Company Content (as defined below);
 - i. You agree not to access or attempt to access any portion of the Website to which you have not been granted access.
 - ii. You agree not to use or launch any automated system, including, without limitation, "robots," "spiders" or "offline readers" that access the Website in a manner that sends more requests to the Website servers in a given period than a human can reasonably produce in the same period by using a conventional online browser;
 - iii. You agree not to harvest or collect email addresses or other contact information of other users from the Website by electronic or other means for the purposes of sending unsolicited communications;
 - iv. You agree not to use the Website in any manner that could damage, disable, overburden or impair the Website;

- v. You agree not to upload, post, transmit, share or otherwise make available any material that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment; and
 - vi. You agree to use the Website in a manner that complies with all applicable local, national and international laws and regulations.
5. **Content.** The Website, including, without limitation, applications, trademarks, graphics, information, software, scripts and interactive features provided by or for Company (individually and collectively, "Company Content") is owned by and is the exclusive property of Company, subject to trademark, copyright and other intellectual property laws. COMPANY CONTENT ON THE WEBSITE ARE PROVIDED TO YOU AS IS, FOR YOUR INFORMATION ONLY AND MAY NOT BE UPLOADED, POSTED, DISTRIBUTED, TRANSMITTED, BROADCAST, DISPLAYED, SOLD, LICENSED, MODIFIED, REPUBLISHED OR OTHERWISE EXPLOITED FOR ANY PURPOSE WHATSOEVER WITHOUT THE PRIOR WRITTEN CONSENT OF COMPANY. You agree not to circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict the use or copying of Company Content.
6. **Digital Millennium Copyright Act.** If you are a copyright owner or an agent thereof and believe that any content on the Website infringes upon or violates your copyright, you may submit to our Copyright Agent (as defined below) a notification pursuant to the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512(c)(3) that contains the following information:
- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 - c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient for Company to locate the material;
 - d. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - e. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Please send all notices of claimed infringement to customerservice@its3dnow.com. In accordance with the DMCA, Company will remove or disable access to allegedly infringing material.
7. **Discontinue Use.** Company may, in its sole discretion, from time to time, without prior notice: a) discontinue transmitting all or any part of the Website; b) change, discontinue or limit access to the Website. You understand and agree that the Company may, but is not obligated to, review the Website and may delete or remove, without notice, any content, in its sole discretion, for any reason.
8. **Trademarks.** IT'S 3D NOW! are trademarks of Company. All rights reserved. All other trademarks appearing the Website are the property of their respective owners.

9. Availability of Website and Content. Access to Company's Website is permitted on a temporary basis, and Company reserves the right to withdraw or amend the service provide on the Website without notice. Company will not be liable if for any reason the Website is unavailable at any time or for any period.
10. **WARRANTY DISCLAIMER; LIMITATION OF LIABILITY:** YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE, COMPANY CONTENT AND YOUR USE THEREOF. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF COMPANY CONTENT OR OF ANY SITES LINKED TO THE WEBSITE AND ASSUME NO LIABILITY OR RESPONSIBILITY TO YOU, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LOSS OF BUSINESS, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING FROM OR IN CONNECTION WITH ANY (I) ERRORS, MISTAKES, OR INACCURACIES IN ANY COMPANY CONTENT OR USER CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, ARISING FROM OR IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY PERSON OR ENTITY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN THE WEBSITE OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY COMPANY CONTENT OR USER CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY PERSON OR ENTITY, WHETHER OR NOT A USER, THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.
11. **Indemnification.** You agree to defend, indemnify and hold harmless Company, its officers, directors, members, managers, employees, contract trainers, content providers, and agents for, from and against any and all claims, damages, obligations, losses, liabilities, judgments, costs, penalties, fees, fines, interest, debt and expenses (including, without limitation, attorneys' fees and expert witness fees) arising from: a) your use of and access to the Website; b) your violation of any provision of these Terms of Use; and c) your violation of any third-party rights, including, without limitation, any trade secret, patent, copyright, trademark, property, publicity or privacy right. This indemnification obligation shall survive the termination of these Terms of Use and the termination of your use of the Website.

12. **Miscellaneous.** You agree that: (a) the Website shall be deemed solely based in Arizona; and (b) the Website shall be deemed a passive website that does not give rise to personal jurisdiction over Company, either specific or general, in jurisdictions other than Arizona. These Terms of Use shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflict of laws principles. The parties agree that the state and federal courts located in Maricopa County, Arizona shall have jurisdiction over any claim or dispute that arises from the Website and that venue in such courts is proper. The parties further agree to waive any objection or defense to jurisdiction and venue in the state and federal courts located in Maricopa County, Arizona. The Terms of Use, together with the Privacy Policy and any other legal notices published by Company on the Website shall constitute the entire agreement between you and Company. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect. The rights of Company under these Terms of Use shall inure to the benefit of Company, its successors and assigns. No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision. You and Company agree that any cause of action arising out of or related to the Website must be commenced within one (1) year after the cause of action accrues. Company shall have the right to seek temporary, preliminary and permanent injunctive relief, in addition to, and not exclusive of, any and all other remedies available to Company, against users of the Website to protect Company's rights under these Terms of Use. Company shall be entitled to seek an award against users of attorneys' fees, expert witness fees and costs incurred by Company in connection with any dispute arising from or in connection with these Terms of Use.