

## **WEBSITE TERMS OF USE**

Last updated: September 22, 2017

### **Introduction**

Welcome to GeckoTek3d.com (the “**Website**”), the website of EZ Print, LLC d.b.a. GeckoTek (the “**Company**”, “**GeckoTek**” “**we**” or “**us**” or “**our**”). The following terms and conditions (together with any documents referred to in them) (collectively, these “**Terms of Use**”) apply to you and your use of the Website, including any content, functionality and services offered on or through www.geckotek3d.com, any external widgets, and our corresponding API’s, whether as a guest or a registered user.

### **Acceptance of the Terms of Use**

Please read the Terms of Use carefully before you start to use the Website or any of its services. **By using the Website or by clicking to accept the Terms of Use when this option is made available to you, you agree to be bound by these Terms of Use and our Privacy Policy, found by clicking [here](#), incorporated here by reference.** If you do not want to agree to these Terms of Use or the [Privacy Policy](#), you must exit the Website.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. All material changes will apply prospectively only. Any changes to the dispute resolution procedures set forth below in Governing Law and Jurisdiction shall not apply to any disputes for which the parties had actual notice as of the date the change was posted on the Website. Your continued use of the Website following the posting of revised Terms of Use means that you agree to the changes.

### **Underage Users**

The Company does not sell products for purchase by children. This Website is intended for use by adults only. **If you are not of legal age to form a binding contract (in many places, this is 18 years old), then you must get your parent or guardian to read these Terms of Use and agree to them for you, before you use this Website or provide any information to us. You must review these Terms of Use with your parent or guardian, so that you both understand how the Website works and what restrictions apply to your use of our Website.** However, if you are under 13 years old, then you may not use this Website under any circumstances.

### **Accessing the Website and Account Security**

By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company.

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some or all of the Website, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Website.

You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use, and that they comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete.

If you choose, or you are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You agree to immediately notify the Company of any unauthorized use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user identification code or password, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including, if in our opinion, you have failed to comply with any provision of these Terms of Use.

### **Intellectual Property Rights**

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

You are permitted to use the Website for your personal, non-commercial use only or legitimate business purposes related to your role as a current or prospective customer, supplier or distributor of the Company. You must not copy, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material in the Website, except to:

- Store copies of such materials temporarily in RAM.
- Store files that are automatically cached by your Web browser for display enhancement purposes.
- Print a reasonable number of pages of the Website for a permitted use.

You must not:

- Modify copies of any materials from the Website.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website.

- Reproduce, sell or exploit for any commercial purposes any part of the Website, access to the Website or use of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: [info@geckotek.co](mailto:info@geckotek.co).

If you print, copy, modify, download or otherwise use any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

### **Company Trademarks**

The Company name, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, brands and marks are used for identification purposes only and are the trademarks of their respective owners.

### **Copyright and Trademarks**

Access to this Website does not confer and shall not be considered as conferring upon anyone any license under any of the Company's or any third party's intellectual property rights. The Company expressly reserves all intellectual property and other proprietary rights in all content, format, imagery, text, programs, products, processes, technology, and other materials that appear on this Website.

### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms.
- To transmit, or procure the sending of, any advertising or promotional material without the Company's prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company or a Company employee, another user, or person or entity (including, without limitation, the use of e-mail addresses or screen names associated with any of the foregoing).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the application or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including to monitor or copy any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without the Company's prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs, malware, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

### **Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

### **Changes to the Website**

We may update the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material. We may change the Website at any time with or without notice. We may suspend access to the Website, or close it indefinitely.

### **Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#). You represent and warrant that all data provided by you is accurate.

### **Linking to the Website**

You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

The website or application from which you are linking must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

### **Links from the Website**

If the Website contains links to other sites or applications and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites, applications, or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites or applications linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites and applications.

### **Geographic Restrictions**

The owner of the Website is based in the state of Ohio in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR

ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify and hold harmless the Company from and against any causes of action, claims, demands, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or in any way relating to facilities, services, equipment, or premises of the Company and its Affiliates or resulting from your violation of these Terms of Use or your use of the Website, including, without limitation, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

### **Risk of Loss**

All items purchased from the Company, on its Website or by other means, are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you, the buyer, upon our delivery to the carrier.

### **Returns, Refunds, and Title**

EZ Print, LLC d.b.a. GeckoTek does not take title to returned items until the item is received by agents or employees of the Company. At our discretion, a refund may be issued without requiring a return. In that situation, the Company does not take title to the refunded item. Please consult the terms of our sales agreement located on your individual order form. For further questions regarding returns, please contact us at: [info@geckotek.co](mailto:info@geckotek.co).

### **Governing Law and Jurisdiction**

These Terms of Use and any dispute or claim arising out of, or related to, them, their subject matter or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be resolved by binding arbitration, rather than in court, in Hamilton County, Ohio.

The Federal Arbitration Act and federal arbitration law apply to this agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms of Use as a court would.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

**Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**Waiver and Severability**

No waiver of these Terms of Use by the Company shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Entire Agreement**

The Terms of Use and our [Privacy Policy](#) constitute the sole and entire agreement between you and EZ Print, LLC d.b.a. GeckoTek with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

**Your Comments and Concerns**

This Website is operated by EZ Print, LLC d.b.a. GeckoTek at 1776 Mentor Ave., Suite 175 Cincinnati, OH 45212.

All notices of copyright infringement claims should be directed to the Company's Designated Agent as indicated above: [info@geckotek.co](mailto:info@geckotek.co).

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: [info@geckotek.co](mailto:info@geckotek.co).

Thank you for visiting the Website.