

[01/09/2020]

---

## 3Dgenero End User License Agreement & Terms and Conditions

### 1. THE PARTIES

This Agreement is made between you, hereinafter the "User", "Data Controller" or "you", "your".

AND

Objective Associates Limited, Pavilion 3, Castlecraig Business Park, Springbank Road, Stirling, FK7 7WT, Scotland, Registered in Scotland SC233985, hereinafter the "Supplier", "Processor" or "us", "we", "our".

Together "The Parties".

Where, Supplier is a professional organization engaged in the provision of the 3Dgenero services, "the services". And User wishes to use the services provided by 3Dgenero.

#### 1a. DEFINITIONS

"**GDPR**" means Regulation (EU) 2016/679, the General Data Protection Regulation, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities.

"**Personal Data**" has the meaning given to it in Article 4(1) of the GDPR: "any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person," but only to the extent such personal data pertains to residents of the European Economic Area (EEA) or are otherwise subject to the GDPR.

"**Personal Data Breach**" has the meaning given to it in Article 4(12) of the GDPR: "[any] breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed."

"**Processing**" has the meaning given to it in Article 4(2) of the GDPR: "any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction."

"**Sub-processor**" means any processor as defined in Article 4(8) of the GDPR: "[any] natural or legal person, public authority, agency or other body which processes personal data" on behalf of the Processor (including any affiliate of the Processor).

"**Transfer**" means to disclose or otherwise make Personal Data available to a third party (including to any affiliate or Sub-processor), either by physical movement of the Personal Data to such third party or by enabling access to the Personal Data by other means.

"**Intellectual Property Rights**" or "**IPR's**" means any confidential information, trade mark, trade name, copyright, operational behaviour, know-how, patents, rights in inventions, design rights, database rights, collated data, software, API's, DLL's, scripts, object code, bespoke and custom modifications, trade secrets, domain names and any other propriety right in each case whether registered or not and as may be exercised in any part of the world.

---

---

The Parties hereto agree as follows:

## **2. INTELLECTUAL PROPERTY RIGHTS**

### **2.1 TITLE AND PATENT RIGHTS**

2.1.1 Supplier grants to User a non exclusive right and license to use 3Dgenero for the purpose of sharing 3D printer designs and related capabilities. Supplier warrants that it has the right to grant such license.

### **2.2 COPYRIGHT**

2.2.1 Supplier warrants that 3Dgenero is the product of Suppliers original effort.

### **2.3 OTHER INTELLECTUAL PROPERTY RIGHTS**

2.3.1 Supplier retains all IPR's in and to 3Dgenero.

2.3.2 User accepts that it has ownership and appropriate legal rights to upload any intellectual property to 3Dgenero.

2.3.3. Supplier accepts that it has no rights over User IPR.

2.3.4 User accepts that uploading any of its IPR to the site will allow it to be shared in a public domain.

2.3.5 User accepts that the Supplier may refuse to display any of the content uploaded by the Supplier and to remove it from its site if it so decides.

### **2.4 NON-DISCLOSURE**

2.4.1 User agrees not to disclose Suppliers confidential information including the operational behaviour of 3Dgenero. User will maintain such information in confidence. User will only disclose such confidential information to its regular, full time employees who have a need to know such information to perform services for User and who are obligated to maintain the confidentiality of such information and to limit its use as required by this Agreement.

2.4.3. The User accepts that its uploaded information such as company details and any IPR will be shared on a public platform.

## **3. FEES**

There are no fees for the use of 3Dgenero, though Supplier reserves the right to introduce fees in the future at their sole discretion and with suitable prior notification to user.

## **4. SUPPORT**

### **4.1 EMAIL SUPPORT**

4.1.1 User will have access to limited support from the Supplier. Such support is provided in the first instance by email published on the 3Dgenero site.

### **4.3 SUPPORT HOURS**

4.3.1 Support is provided during normal UK office hours 9am to 5pm, Monday to Friday. Bank Holidays are excluded. We endeavour to acknowledge your query within 1 working hour of receipt and to respond with either a resolution or planned resolution within 10 working days should one be required.

## **4 WARRANTS**

4.1 The Supplier warrants that it has sole rights in the granting of this license.

4.2. The Supplier warrants that all services and support is carried out in a professional and diligent manner.

## **5 DURATION AND TERMINATION**

- 5.1 You may cancel this agreement at any time, via your Admin access to the site.
- 5.3 It is understood and agreed that this Agreement may be terminated immediately at any time on written notice by either party due to either the Supplier or User deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or where they call a meeting or have granted a petition to wind up (save for a solvent reconstruction) or appoint an administrator or have an administrative receiver appointed. User shall remain obligated to pay for any outstanding contracted fees, and for partially or completed services, performed by Supplier prior to termination.
- 5.6 Supplier reserves the right to terminate the use of the services by a User should the use of the service, be deemed to be inappropriate, violate any IPRs , be out with normal use or consistently incorrect.

**6 LIABILITY**

- 6.1 The Supplier is not liable for any consequential losses arising from the use of 3Dgenero by the User. Where such consequential losses include but are not limited to a loss of business, profitability, goodwill, or time.
- 6.2 The Supplier take's no responsibility for any IPRs uploaded to the site and reserves the right to remove any IPR it deems inappropriate or which is subject to a complaint or ownership claim.
- 6.3 User accepts that it accepts liability for any IPR it uploads where they do not have legal rights or ownership.
- 6.4 User accepts that they are responsible for their own actions when adding listings and accepts full and sole responsibility for their listings.

**7 GDPR CONTROLLER / PROCESSOR AGREEMENT**

- 7.1 The Supplier, also the Processor, takes its responsibilities under GDPR seriously. And recognises the User is the Data Controller and owner of the Personal Data that is processed as part of the service provided by 3Dgenero. User guarantees it has the legal consent to transfer such Personal Data consisting of end name, address, contact numbers and email address to the Processor.
- 7.2 In accordance with GDPR Article 28(1), Processor represents that it has implemented appropriate technical and organisational measures in such a manner that its Processing of Personal Data will meet the requirements of the GDPR and ensure the protection of the rights of the data subjects.
- 7.3 In accordance with GDPR Article 28(2), the Processor shall not engage any Sub-processor without prior specific or general written authorisation of User.
- 7.4 In the case of general written authorisation, the Processor shall inform User of any intended changes concerning the addition or replacement of other Sub Processors and give User the opportunity to object to such changes.
- 7.5 The Processor shall also comply with the requirements for sub-processing as set forth in Article 28(4), namely that the data protection obligations set forth herein (and as may otherwise be agreed by the Processor in the Agreements) shall be imposed upon the Sub-processor, so that the Processor's contract with the Sub-processor contains sufficient guarantees that the Processing will meet the requirements of the GDPR.
- 7.6 In accordance with GDPR Article 28(3):
  - (a) The Processor shall only process the Personal Data;
    - i. as needed to provide the Services related to the listing and managing of the Users uploads;
    - ii. in accordance with the specific instructions that it has received from User, including with any Transfers;
  - and
  - iii. as needed to comply with law.
  - (b) Processor shall ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

- 7.7 As required by GDPR Article 32, Processor shall implement technical and organisational measures to ensure a level of security appropriate to the risk, including:
- i. the pseudonymisation and/or encryption of Personal Data;
  - ii. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of systems and services;
  - iii. the ability to restore access to Personal Data in a timely manner in the event of a physical or technical incident;
  - iv. a process for testing, assessing and evaluating the effectiveness of technical and organisational measures.
- 7.8 In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed.
- 7.9 The Processor shall take steps to ensure that any natural person acting under the authority of the Processor who has access to Personal Data does not process them except on instructions from User, unless he or she is required to do so by EEA Member State law.
- 7.10 Taking into account the nature of the processing, Processor shall reasonably assist User by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of User's obligation to respond to requests for exercising the data subject's rights.
- 7.11 Taking into account the nature of processing and the information available to the Processor, Processor shall comply with (and shall reasonably assist User to comply with) the obligations regarding Personal Data Breaches (as set forth in GDPR Articles 33 and 34), data protection impact assessments (as set forth in GDPR Article 35), and prior consultation (as set forth in GDPR Article 36). Processor will notify User of any: Data Access Requests; Complaints; or Data Breaches affecting the Personnel Data.
- 7.12 At User's discretion, the Processor shall delete or return all the Personal Data to User after the end of the provision of services relating to Processing, and delete existing copies unless applicable EEA member state law requires storage of the Personal Data.
- 7.13 The Processor shall provide User with all information necessary to demonstrate compliance with the obligations laid down in the GDPR, and allow for and contribute to audits, including inspections, conducted by User or another auditor mandated by User.
- 7.14 The Processor shall immediately inform User if, in its opinion, an instruction infringes the GDPR, other Union, or Member State data protection provisions.
- 7.15 The Processor shall not Transfer any Personal Data (and shall not permit its Sub Processors to Transfer any Personal Data) without the prior consent of User. The Processor understands that User must approve and document that adequate protection for the Personal Data will exist after the Transfer, using contracts that provide sufficient guarantees (such as standard contractual clauses) unless another legal basis for the Transfer exists.
- 7.16 The Processor will promptly and thoroughly investigate all allegations of unauthorised access to, use or disclosure of the Personal Data. Processor will notify User without undue delay in the event of any Personal Data Breach.
- 7.17 The Processor shall maintain all records required by Article 30(2) of the GDPR, and (to the extent they are applicable to Processor's activities for User) Processor shall make them available to User upon request.

## **8 GENERAL PROVISIONS**

- 8.1 This Agreement will be construed under and governed by the laws of Scotland and each party submits to the non exclusive jurisdiction of the Scottish Courts in respect of all disputes arising from or in connection with this Agreement. And each party is responsible for bearing its own expenses in relation to this agreement.
- 8.2 It is agreed between The Parties that this Agreement contains all express or implied agreements of The Parties and that there are no other agreements or understandings either oral or written. Each party acknowledges that: (a) upon entering into this Agreement, it does not rely, nor has it relied upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to this Agreement or not), except those expressly set out in this Agreement; (b) the only remedy available in respect of any misrepresentation or untrue statement made to it will be a claim for damages for breach of contract under this Agreement; and (c) this clause will not apply to any statement, representation, warranty made fraudulently, or to any provision of this Agreement which was induced by fraud for which the remedies available will be those available under Scottish law.
- 8.3 This Agreement shall be binding upon and inure to the benefit of The Parties, their assigns and their successors. Permitted successors and assigns shall include, without limitation, any partnership or other entity continuing all or any substantial part of the business of either party that is controlled by or under common control with any one or more of the partners of either party.
- 8.4 Unless expressly provided in this Agreement, no terms of this Agreement is enforceable by any person who is not a party to it.
- 8.5 Supplier agrees that, in performing their obligations under this Agreement, it will comply with the Data Protection Acts 1984 and 1998 and any other applicable data protection laws.
- 8.6 Both parties accept that they are independent entities and no partnership or agency relationship exists between them.
- 8.7 If any provision of this Agreement shall be found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, the validity or enforceability of such provisions not affected by such invalidity or enforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provisions.

## **9 NOTICES**

- 9.1 All notices under this agreement are deemed delivered two working days following first class postage or next working day if delivered by email transmission.
- 9.2 You may contact 3Dgenero at the support email address published on the site.