

TERMS AND CONDITIONS WWW.WESHARE3D.COM

These terms and conditions (the **Terms**) govern your access to and the use of www.weshare3d.com (**WESHARE3D** or the **Website**), its products and services (the **Services**). Please read these Terms carefully, and contact us if you have any questions. By accessing or using our Website, you agree to have read, understood and to be bound by these Terms.

1. **About WESHARE3D**

- 1.1 WESHARE3D is a platform for 3D content that enables users to contribute, share and download 3D videos.
- 1.2 WESHARE3D is a website operated by Dimenco Displays B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its statutory seat at Veldhoven, the Netherlands, and its registered office at De Run 4281 (5503 LM) in Veldhoven, the Netherlands, registered with the trade register (handelsregister) with number 62669885.

2. **Registration**

- 2.1 Before you will be able to use all of our Services, you are required to register at our Website and to provide us with complete and accurate registration information.
- 2.2 We encourage you to use your real name. If you are a business, government, or non-profit entity, you must use the actual name of your organization. You may not use someone else's name, a name that violates any third party right, or a name that is obscene or otherwise objectionable.
- 2.3 You may delete your account at any time. WESHARE3D may suspend, disable, or delete your account (or any part thereof). Upon termination, any user licenses granted in accordance with section 5.1 remain in effect as well as sections 4.3, 4.4, 4.6, 4.8, 4.9, 5, 7, 8 and 11.
- 2.4 You must keep your user name and password confidential at all times and you must not allow others to use your account. You are responsible for all activity that occurs under your account, including any activity by authorised or unauthorised users. If you know or suspect that anyone other than you knows your password, you must promptly change your password and notify us.
- 2.5 Before registration, as an unregistered user, you are permitted to make limited use of the Services, to the extent that you can view a limited amount (of previews) of 3D videos on the Website, which may be restricted in use.

3. **Use of the Website**

- 3.1 You may not use the Website or User Content for any purpose other than the use of the Services. You are specifically prohibited from: (a) downloading, copying, or re-transmitting any or all of the Website or User Content without, or in violation of, a written license with WESHARE3D; (b) using any data mining, robots or similar data gathering or extraction methods; (c) manipulating or otherwise displaying the Website or User Content by using framing or similar navigational technology; (d) registering, subscribing, unsubscribing, or attempting to register, subscribe, or unsubscribe any party for any Services if you are not expressly authorized by such party to do so; and (e) using the Website or User Content other than for its intended purpose, including to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others, and/or to publish, post, distribute or disseminate any defamatory, infringing, obscene, pornographic, sexual, indecent or unlawful material or information.
- 3.2 Except as expressly permitted by WESHARE3D, you will not scrape, reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble the Website or

the User Content. Nor will you attempt to circumvent any of WESHARE3D's technical measures or take any measures to interfere with or damage the Website or User Content.

4. **Contribution of Content**

General

- 4.1 WESHARE3D allows you to contribute and share content including 3D videos, comments, links, and other materials. Anything that you post or otherwise make available on our Website is referred to as "**User Content**". As between you and WESHARE3D, you shall be considered the owner of, and are solely responsible for (all intellectual property rights in) any User Content you contribute.
- 4.2 We reserve the right to remove or modify User Content for any reason including User Content that we believe violates these Terms or our other policies.
- 4.3 You warrant that (i) you own or have the necessary licenses, rights, consents, and permissions to publish the User Content you contribute, (ii) the User Content does not contain defamatory, hateful, sexually explicit, discriminatory or in any other way unlawful material and (iii) the User Content is free from viruses or bugs. During the term of these Terms and thereafter, you indemnify WESHARE3D for any third party claims in connection with or in relation to the User Content you have contributed to WESHARE3D. You will take complete control over the litigation and settlement of any action or claim, but at any time, we shall have the right to take over control over any litigation and settlement procedure if you do not take control over or take steps to defend or settle these claims.
- 4.4 WESHARE3D has the right to disclose your identity to any third party who is claiming that the User Content contributed by you constitutes a violation of their intellectual property rights or any other rights, or is in any other way unlawful against the third party.
- 4.5 For the purpose of these Terms, the User Content shall consist of video related material and non-video related material.

Non-video related materials

- 4.6 All non-video related materials contributed on the Website will be the sole property of WESHARE3D. You hereby transfer to WESHARE3D all intellectual property rights in your non-video content to the extent legally possible and as far as allowed under Dutch law, you waive any so-called "moral rights" in your non-video content. You further grant all users of our Website permission to view your non-video content. If you make suggestions to WESHARE3D on improving or adding new features to our Services, we shall have the right to use your suggestions without any compensation to you.

Video related materials

- 4.7 Before contributing any video-related material, you can choose to make this material available to other users of our Website for free or against a licence fee (the **Licence Fee**). Furthermore, you can choose to watermark any (previews of) any video-related material.
- 4.8 By contributing video-related material, you grant WESHARE3D an unlimited, non-exclusive, royalty-free, transferable, sub licensable, worldwide license to use, store, display, modify, sell and distribute your video-related material on or via our Website, whether for commercial or non-commercial purposes, provided that WESHARE3D shall only be allowed to sub licence the material to third parties (not being affiliates of WESHARE3D) subject to clause 6. You also grant WESHARE3D an irrevocable power of attorney to grant the same licence to use the video-related material for free to each person that has already obtained a sub licence via our Website

in case WESHARE3D wishes to terminate the sub licence granted in accordance with section 5.1.

- 4.9 Each license to video related material will continue until you or WESHARE3D removes it from our Website, in which case the license referred to in clause 4.8 will automatically expire, provided that, as far as the license has been sublicensed by WESHARE3D to other users of the Website in accordance with section 5.1, this licence remains in existence.

5. **Use and download of video related material**

- 5.1 By viewing or downloading video related material, WESHARE3D grants you a revocable, limited, non-exclusive license to access and use the video related material within your own business for commercial and non-commercial purposes. This license may be subject to the Licence Fee further set out in section 6.1, is personal to your business and may not be assigned or sublicensed to anyone else.

- 5.2 WESHARE3D holds the right to revoke the license granted in accordance with clause 5.1 to use the video related material at all times and/or replace the license with another license to use the video related material.

6. **Payment and Commission**

- 6.1 If the contributor of video related material has chosen that it can only be sub licenced by WESHARE3D against a Licence Fee, any user that intends to download or view the video related material shall first pay the applicable Licence Fee to WESHARE3D.

- 6.2 WESHARE3D shall then subtract 10% of the Licence Fee as commission and will, after receipt of the Licence Fee, as soon as reasonably possible transfer the remaining part of the Licensing Fee to the contributor of the video related material.

- 6.3 Any prices quoted on our Website exclude VAT and transaction costs, which shall be added to the Licence Fee.

7. **Intellectual Property Rights**

- 7.1 We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors. No other use of the intellectual property is permitted than necessary to use the Services, unless WESHARE3D has given its prior written consent.

- 7.2 WESHARE3D respects the intellectual property rights of others. If you believe that your copyright has been infringed, please send us a notice at info@dimenco.eu.

8. **Limitation of liability**

- 8.1 The Services and all content are provided on an "as is" basis without warranty of any kind, whether express or implied. WESHARE3D takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts, transmits or download using our Services. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose.

- 8.2 WESHARE3D specifically disclaims any and all warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing or usage of trade.

8.3 In no event shall WESHARE3D be liable for any damages in connection with or arising under the Terms, including without limitation your use of, reliance upon, access to, or exploitation of the Website, User Content or any part thereof, or any rights granted to you hereunder, whether the action is based on contract, tort, infringement of intellectual property rights or otherwise, unless it results from WESHARE3D's intent or gross negligence.

9. **Service access**

9.1 While WESHARE3D endeavours to ensure that the Website is available twenty-four (24) hours a day, we do not warrant that the Website, or any materials thereon, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons.

9.2 Our Website may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third party website, service, or content from WESHARE3D, you do so at your own risk and you agree that WESHARE3D will have no liability arising from your use of or access to any third-party website, service, or content.

10. **Privacy**

10.1 In providing the Services, we may collect and process your personal data, being among others email address, user name and IP address. The main purpose of collecting the personal data is to provide the Services to the users.

10.2 We try to prevent unauthorised access to personal data and we will not disclose or sell your personal data to any third party unless we have a legitimate interest in doing so or if you have consented to this.

10.3 You are able to request access to your personal data and correct, amend or delete personal data, provided that you will reimburse any reasonable costs related thereto. To exercise your rights in regard with your personal data, you can contact us at info@dimenco.eu.

10.4 WESHARE3D uses cookies when providing the Services. The use of cookies helps us to provide you with a good experience and better services. It further allows us to improve the Website. You are able to block the cookies by changing the browser-settings.

11. **General Provisions**

11.1 Governing Law and Jurisdiction. The Terms will be governed by the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded. Any disputes arising out of or in connection with the Terms shall be subject to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands.

11.2 Severability. If one or more of the provisions in the Terms is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions should not be affected. Such provisions should be revised only to the extent necessary to make them enforceable.

11.3 Modification. WESHARE3D reserves the right to determine the form and means of providing notifications to you. We may amend the provisions of the Terms from time to time and the most current version will always be published on our website. WESHARE3D shall notify you of any amendments to the provisions of the Terms. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Services.

- 11.4 Assignment. These Terms, and any rights and licenses granted hereunder, cannot be transferred or assigned by you, but may be assigned by WESHARE3D without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.
- 11.5 Notices. All notices required to be sent to WESHARE3D under the Terms should be sent via email to info@dimenco.eu. All notices to you will be sent via email to the email address set out in your account.