

PREMIUM 3D PLUS TERMS OF SERVICE

Effective Date: April 29, 2026

Operated by: Novaforge Technologies Inc. (“**Company**”, “**we**”, “**us**”, or “**our**”)

Brand: Premium 3D Plus

Address: Chicago, Illinois, United States

Website: www.premium3dplus.com

IMPORTANT NOTICE: THIS IS A LEGALLY BINDING CONTRACT. Please read these Terms of Service carefully before accessing or using the Service. By creating an account, subscribing to any plan (including Trial, Starter, Popular, Pro, Early Access, or Enterprise plans), accessing, browsing, or using the Premium 3D Plus platform, P3D+ Assistant, Studio Creator, Store, Academy, Magazine, Providers, Engineer, or any associated features, tools, APIs, or content (collectively, the “Service”), you acknowledge that you have read, understood, and agree to be bound by these Terms of Service (the “Terms”). If you do not agree to these Terms, you must immediately cease all use of the Service and delete your account.

These Terms constitute the entire agreement between you and the Company regarding your use of the Service and supersede all prior agreements, understandings, or representations. If you are entering into these Terms on behalf of a company, organization, or other legal entity, you represent and warrant that you have the authority to bind such entity to these Terms.

1. Definitions

- **Service:** The global AI-powered 3D manufacturing HUB known as Premium 3D Plus, including but not limited to P3D+ Studio Creator, P3D+ Assistant, P3D+ Store (marketplace), P3D+ Academy, P3D+ Magazine, P3D+ Providers, P3D+ Engineer, flywheel ecosystem, websites, mobile applications, APIs, integrations, and all related software, tools, features, and content.
- **Your Content:** Any prompts, text, images, sketches, files, designs, CAD models, or other materials you upload, submit, or input into the Service.
- **AI Outputs:** Any 3D models, meshes, CAD files (STL, STEP, OBJ, etc.), textures, assemblies, simulations, or other results generated or assisted by the Company’s AI technologies.
- **Subscription:** Any paid or trial access plan to the Service.
- **User:** Any individual or entity accessing or using the Service.

2. Eligibility and Account Registration

You must be at least 18 years of age (or the age of majority in your jurisdiction of residence) and fully capable of entering into binding contracts. By using the Service, you represent and warrant that you meet these requirements and that all registration

information is accurate, current, and complete. You agree to update your information promptly if it changes.

Accounts are personal and non-transferable. You are solely responsible for maintaining the confidentiality of your password and all activities under your account. You must notify us immediately of any unauthorized use or security breach. The Company reserves the right to refuse registration, suspend, or terminate accounts at its sole discretion for any reason, including suspected violations or risk to the Service.

3. Subscriptions, Billing, Payments, and Cancellation

- The Service is provided on a subscription basis with monthly recurring billing. Plans include Trial, Starter, Popular, Pro, and future tiers.
- Subscriptions automatically renew each month on the anniversary date unless properly canceled.
- You may cancel your subscription at any time through your account dashboard. Cancellation takes effect at the end of the current billing period; you will retain full access until then. No refunds for partial months except where required by applicable law.
- Early Access Founder Pricing: Subscribers during April–May 2026 retain a 30% discount for 12 full months provided they do not cancel.
- All fees are non-refundable. Prices may be adjusted with at least 30 days' prior notice via email or in-app notification.
- You are responsible for all taxes, duties, and governmental charges. Payments are processed through third-party providers (e.g., Stripe); we are not responsible for their actions.
- Late payments may result in suspension and interest charges at the maximum rate permitted by law.
- For B2B/Enterprise plans, additional Order Forms or Master Service Agreements may apply and are incorporated herein.

4. License Grant and Restrictions

Subject to your compliance with these Terms and timely payment of all fees, we grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable, and revocable license during the active Subscription term to access and use the Service solely for your internal personal or business purposes in accordance with these Terms.

You shall not (and shall not permit others to):

- Copy, modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works of the Service or any part thereof (including AI models or algorithms).
- Use the Service to build, train, or improve any competing product or service, including any AI system.
- Scrape, crawl, or extract data from the Service.

- Remove or obscure any proprietary notices.
- Use the Service in violation of any applicable laws, including export controls, sanctions, or intellectual property laws.

Any unauthorized use automatically terminates the license granted herein.

5. Intellectual Property Rights

- **Company IP:** The Service, all underlying technology, AI models and training methodologies, algorithms, software, interfaces, databases, trademarks (including “Premium 3D Plus,” “P3D+,” “Novaforge Technologies”), logos, designs, and all content (except Your Content) are the exclusive property of Novaforge Technologies Inc. or its licensors and are protected by U.S. and international copyright, trademark, trade secret, and other intellectual property laws. No ownership rights are transferred to you.
- **Your Content and AI Outputs:** You retain ownership of Your Content and any AI Outputs you generate. However, by using the Service, you grant the Company a worldwide, royalty-free, non-exclusive, sublicensable, transferable, and irrevocable license to host, store, process, reproduce, modify, create derivative works from, distribute, display, and use Your Content and AI Outputs solely as necessary to provide, maintain, improve, and enhance the Service (including for AI training on an anonymized or aggregated basis where permitted by law).
- You represent and warrant that Your Content does not infringe any third-party rights and that you have all necessary permissions to grant the above license.
- Commercial use of AI Outputs is permitted subject to these Terms, payment of applicable fees, and full compliance with all laws (including IP clearance, product safety, and export regulations).
- **Feedback:** Any suggestions, ideas, or feedback you provide become the Company’s property without compensation to you.

6. AI Outputs and Manufacturing – Critical Disclaimers and Limitations

ALL AI OUTPUTS ARE PROVIDED STRICTLY “AS IS” AND “AS AVAILABLE” WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND. The Company does not guarantee accuracy, completeness, structural integrity, printability, material compatibility, safety, functionality, or fitness for any particular purpose (including but not limited to manufacturing, commercial sale, medical, defense, or consumer use).

You acknowledge that AI-generated 3D models may contain errors, defects, hallucinations, or incompatibilities. You are solely and exclusively responsible for:

- Independently verifying, testing, simulating (including FEA, stress analysis, thermal simulation, etc.), prototyping, and validating all AI Outputs.
- Ensuring compliance with all applicable safety, regulatory, export control, and industry standards before any manufacturing or distribution.
- All risks associated with physical fabrication, use, or sale of products derived from AI Outputs.

The Company bears no liability whatsoever for any defects, failures, injuries, property damage, product liability claims, or losses arising from AI Outputs or manufactured products. This disclaimer applies even if the Company has been advised of the possibility of such damages.

7. P3D+ Store (Marketplace), Academy, Providers, and Engineer Services

- The Store functions as a platform for users to list, buy, and sell 3D models. The Company acts solely as an intermediary and is not a party to transactions between users.
- Sellers warrant that all models listed do not infringe third-party IP and comply with all laws. Buyers purchase at their own risk.
- The Company does not guarantee sales, quality, delivery, payment processing, or dispute resolution between users.
- Academy content is for educational purposes only; no professional advice or guarantees of results.
- Providers and Engineer connections are facilitated “as is.” The Company is not responsible for the performance, quality, or contracts between you and third-party manufacturers or service providers.
- You are responsible for all legal, regulatory, and contractual obligations in any manufacturing or commercial transactions.

8. Acceptable Use Policy (AUP) – Fully Incorporated by Reference

You agree not to use the Service in any manner that:

- Infringes or violates any intellectual property, privacy, publicity, or other rights.
- Generates or uploads illegal, harmful, violent, discriminatory, obscene, defamatory, or prohibited content (including designs for weapons, regulated items, or export-controlled technologies).
- Violates U.S. export control laws (ITAR, EAR), sanctions programs, or product safety regulations.
- Attempts to train, fine-tune, or improve any competing AI system using Service data or Outputs.
- Interferes with the Service’s operation (e.g., viruses, overload, scraping).
- Constitutes fraud, misrepresentation, or spam.

Violations may result in immediate suspension or permanent termination without refund or notice. The Company may report violations to law enforcement.

(For the full detailed AUP, see our separate Acceptable Use Policy document, which is incorporated herein by reference.)

9. Data Storage, Retention, Backups, and Security

We use commercially reasonable efforts to store Your Content securely. Data is retained while your Subscription is active plus 30 days after cancellation to allow export. Thereafter, we may permanently delete it (except as required by law or for

aggregated/anonymized analytics). We maintain disaster recovery backups but do not guarantee against all data loss. You are responsible for maintaining your own backups of critical files.

See our Privacy Policy for full details on data handling, processing, and your rights.

10. Confidentiality

You agree to treat non-public information about the Service (including AI performance metrics, pricing strategies, and roadmaps) as confidential and not to disclose it without our prior written consent.

11. Warranties and Disclaimers

THE SERVICE, INCLUDING ALL AI FEATURES AND OUTPUTS, IS PROVIDED “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS.” THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, UNINTERRUPTED OPERATION, OR FREEDOM FROM VIRUSES OR ERRORS.

No oral or written information or advice from the Company creates any warranty.

12. Limitation of Liability

IN NO EVENT SHALL THE COMPANY’S AGGREGATE LIABILITY TO YOU FOR ANY CLAIM OR CAUSE OF ACTION EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY YOU TO THE COMPANY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

Under no circumstances will the Company be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages (including loss of profits, revenue, data, goodwill, business opportunities, manufacturing costs, or product liability claims), even if advised of the possibility of such damages.

This limitation applies regardless of the legal theory (contract, tort, strict liability, etc.) and even if a remedy fails of its essential purpose.

13. Indemnification

You agree to indemnify, defend, and hold harmless Novaforge Technologies Inc., its officers, directors, employees, affiliates, partners, and licensors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to:

- Your Content or AI Outputs.
- Your use or misuse of the Service or any manufactured products.
- Your violation of these Terms or any applicable law.
- Any claim by a third party related to your activities on the Service.

We reserve the right to assume the exclusive defense and control of any matter subject to indemnification, in which case you agree to cooperate fully.

14. Termination and Suspension

The Company may suspend or terminate your access to the Service at any time, with or without notice, for any reason, including breach, non-payment, legal risk, or service discontinuation. Upon termination, your license ends immediately, but payment obligations, IP provisions, liability limitations, indemnification, and governing law survive.

15. DMCA and Copyright Infringement Policy

We respect third-party intellectual property rights. If you believe content on the Service infringes your copyright, please send a DMCA notice to legal@premium3dplus.com with all required information under 17 U.S.C. § 512. Repeat infringers will have their accounts terminated.

16. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Illinois, United States, without regard to conflict of laws principles.

ARBITRATION AGREEMENT: Any dispute arising out of or relating to these Terms or the Service shall be resolved by binding arbitration in Chicago, Illinois, under the rules of the American Arbitration Association. You waive any right to a jury trial or to participate in a class action lawsuit. The arbitrator's decision is final and binding.

17. Changes to These Terms

We may modify these Terms at any time. Material changes will be notified by email or prominent in-app notice at least 30 days in advance. Your continued use after the effective date constitutes acceptance of the revised Terms. If you do not agree, you must stop using the Service and cancel your subscription.

18. Miscellaneous Provisions

- **Entire Agreement:** These Terms (together with the Privacy Policy, AUP, and any Order Forms) constitute the entire agreement.
- **Severability:** If any provision is held invalid, the remainder remains enforceable.
- **Waiver:** No waiver is effective unless in writing.
- **Force Majeure:** The Company is not liable for delays or failures caused by events beyond its reasonable control (including AI provider outages, strikes, pandemics, or regulatory changes).
- **Export Compliance:** You agree to comply with all U.S. export control and sanctions laws. You represent that you are not on any prohibited persons list.

- **Assignment:** You may not assign these Terms without our prior written consent. We may assign freely.
- **Electronic Communications:** You consent to receive all notices electronically.
- **No Third-Party Beneficiaries:** These Terms benefit only the parties hereto.
- **Survival:** All provisions that by their nature should survive termination shall survive.

Contact Us

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c/o Premium 3D Plus

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