



Invoice number SQYNEJWZ-0002

Date of issue June 26, 2026

Date due August 25, 2026

Fit3D, Inc.

4465 Granite Dr.

Suite 1041

Rocklin, California 95677 United States help@fit3d.com

Bill to

trevor.materasso@apexnc.org Apex Police Department

205 Saunders Street Apex, NC, North Carolina 27502 United States

+1 919-362-8661

Ship to

trevor.materasso@apexnc.org Apex Police Department

205 Saunders Street Apex, NC , North Carolina 27502 United States

+1 919-362-8661

\$1,200.00 USD due August 25, 2026

[Pay online](#)

(https://invoice.stripe.com/i/acct_16sf5sKZVmwaNgfw/live_YWNjdF8xNnNmNXNLWIZtd2FOZ2Z3LF9VbUJNMGNVRnpXZUNRZDluUXoybFZrOXQyckJWMIhRLDE3MzAzNzU2MQ0200DIQzvF7h?s=pd)

Thanks for your business!

Pricing Quote for SNAP Digital Annual Subscription for Fit3D. By paying this invoice, you are signing up for a subscription.

View and download all invoices by visiting: fit3d.com/billing

Description	Qty	Unit price	Amount
-------------	-----	------------	--------

SNAP Starter Service Plan 1	1	\$1,200.00	\$1,200.00
-----------------------------	---	------------	------------

Subtotal \$1,200.00

Total \$1,200.00

Amount due \$1,200.00 USD

For direct wire transfer, please use the account information below:

J.P. Morgan Chase Bank 2300 Broadway St Redwood City, CA 94063 SWIFT: CHASUS33XXX ABA Routing: 322271627

Account: 190772795

EIN Tax Number: 46-1394311

Older versions of this invoice have been voided: SQYNEJWZ-0001

Page 1 of 1

Terms of Use

Last Updated: December 13, 2024

These Terms and Conditions (the "Terms"), as amended from time to time, and as incorporating the Fit3D Privacy Policy and Limited Warranty, are a legal agreement between Fit3D, Inc. ("Fit3D," "Fit3D, Inc.," "us," or "we") and you ("You"). Please read these Terms carefully because they govern the purchase and use of any hardware products from us including the Fit3D 3D Body Scanner ("Fit3D Unit"), rotating scale, charging cables and related accessories ("Products") you buy from us and services you receive from us including use of the Fit3D App and other Apps we may release from time to time and our websites including the site www.fit3d.com (the "Services"). We refer to our Products and Services as the "Fit3D Platform."

Any software installed in our Products or offered with our Products is licensed to you, not sold. You may only use this software for its normal, intended use with our Products and in accordance with the Software License section below. When we say "sell" and "purchase" in these Terms, we mean "sell" and "purchase" only with respect to the non-

software elements of the Product. These Terms apply whether or not they are included with the Products sold hereunder.

BY USING THE OUR PRODUCTS AND SERVICES, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT USE THE SITES AND/OR THE SERVICES. WE DO NOT ACCEPT ANY CHANGES TO OR REJECTION OF THESE TERMS THAT YOU MAY COMMUNICATE TO US IN ANY FORM AND ALL SUCH CHANGES SHALL BE NULL AND OF NO EFFECT.

Minimum Age Requirements

YOU MUST BE AT LEAST 18 YEARS OF AGE TO PURCHASE AND USE OUR PRODUCTS OR SERVICES. By purchasing or ordering the Product, you represent and warrant that: (i) you are 18 years of age or older; (ii) any Order information you submit to Fit3D is truthful and accurate; (iii) you will maintain the accuracy of such information; and (iv) your use of the Product or our Services does not violate any applicable law or regulation. Fit3D may refuse a sale of a Product or access to its Services to anyone at any time, in its sole discretion for any or no reason. Additionally, you cannot access or use the Fit3D if you are barred from receiving services under applicable law or have previously been suspended or removed from the Fit3D Platform.

If you are between the ages of 13 and 18 and using the Fit3D Platform with the permission of your parent or legal guardian, or that you are an emancipated minor between the ages of 13 and 18. If you are a parent or legal guardian who is registering for a child, you hereby agree to bind your child to these Terms and to fully indemnify and hold harmless Fit3D if your child breaches or disaffirms any term or condition of these Terms. If you are using the Site on behalf of a company, you represent that you are authorized to legally bind the company to these Terms.

If Fit3D believes that you do not meet any of these requirements Fit3D may immediately terminate your use of the Site and/or Services.

Creating an Account

Full use of the Fit3D Platform requires that you create an account by providing us with information such as your full name and a valid email address, as well as a strong password in the event that you do not use the Single Sign-On (SSO) option for account creation. You are responsible for all activity that occurs in association with your account. Fit3D is not liable for any loss or damages caused by your failure to maintain the confidentiality of your account credentials for either your Fit3D account or the account linked to your chosen SSO provider. Please contact service@fit3d.com if you discover or suspect any security breach related to the Fit3D Platform or your account.

Use of Our Services and Products

Unauthorized Use

You agree not to (1) upload or sync any content with the Fit3D Platform that contains software viruses or is designed

to interrupt, destroy, or limit the functionality of any equipment or services, or that contains other harmful, disruptive, or destructive files or content; (2) use or attempt to use another user's Fit3D account without authorization, or impersonate any person or entity; (3) harvest, solicit, or collect information of other users for any reason whatsoever, including, without limitation, for sending unsolicited communications; (4) post, advertise, or promote products or services commercially, or upload any content that is advertising, promotional material, junk mail, spam, or a contest or sweepstake, or that furthers or promotes criminal activity; or (5) use the Fit3D Platform in any manner that, in our sole discretion, is objectionable or restricts or inhibits any other person from using or enjoying the Fit3D Platform, or which may expose us or our users to any harm or liability of any type. We have the right to investigate violations of these Terms and any conduct that affects the Fit3D Platform, and in response may take any action we may deem appropriate including suspending your Account and access to the Fit3D Platform.

Monitoring Use

We are not obligated to monitor access or use of the Fit3D Platform, Fit3D Content, or Your Content or to review or edit any Fit3D Content or Your Content, but we have the right to do so for the purpose of operating the Fit3D Platform, to administer compliance with these Terms, and to comply with applicable law or other legal requirements. We may consult with and disclose unlawful conduct to law enforcement authorities and, pursuant to valid legal process, we may cooperate with law enforcement authorities to prosecute users who violate the law. We reserve the right (but are not required) to remove or disable access to the Fit3D Platform, any Fit3D Content, or Your Content at any time and without notice, and at our sole discretion, if we determine that the Fit3D Content, Your Content, or your use of the Fit3D Platform is objectionable or in violation of these Terms.

Authorized Connections Only

You may only connect to Fit3D Platform using (i) a device that is manufactured, distributed, or sold by Fit3D or through its authorized resellers or agents; (ii) our mobile applications and software, or approved third-party applications, software, or devices; or (iii) our websites ("Authorized Connections"). You may not connect to the Fit3D Platform with any device that is not manufactured, distributed or sold by Fit3D itself or through its authorized resellers or agents (such as a knock off or counterfeit version of a Fit3D device) or through a device that otherwise intends to resemble or purports to be a Fit3D device or any unauthorized application or third-party connection. Any violation or attempted violation of this provision may result in the immediate termination of your ability to access the Fit3D Platform. If you have questions about whether a product or application qualifies as an Authorized Connection, please contact service@fit3d.com.

Your Use of the Fit3D Platform is at Your Own Risk

Our goal is to provide helpful and accurate information on the Fit3D Platform, but we make no endorsement, representation, or warranty of any kind about any Fit3D Content, information, or services. The accuracy of the data collected and presented through the Fit3D Platform is not intended to match that of medical devices or scientific measurement devices. We are not responsible for the accuracy, reliability, availability, effectiveness, or correct use of

information you receive through the Fit3D Platform. The accuracy of the information received from the Fit3D Platform may be affected by a number of factors including improper use of the Fit3D Device.

Use of the Fit3D Platform should not replace your good judgment and common sense. Please read and comply with all safety notices, and consult a doctor before beginning any diet or fitness regimen. We are not responsible for any health problems that may result from training programs, consultations, products, or events you learn about through the Fit3D Platform or decisions you make based on information provided by the Fit3D Platform. If you engage in any exercise program you receive or learn about through the Fit3D Platform, you agree that you do so at your own risk and are voluntarily participating in these activities.

Changes to the Fit3D Platform

We may change or discontinue, temporarily or permanently, any feature or component of the Fit3D Platform at any time without notice. Fit3D is not liable to you or to any third party for any modification, suspension, or discontinuance of any feature or component of the Fit3D Platform. We reserve the right to determine the timing and content of software updates, which may be automatically downloaded and installed by Fit3D without prior notice to you.

CONTENT ON THE FIT3D PLATFORM

Fit3D Content

"Fit3D Content" includes any photos, images, graphics, video, audio, data, text, music, exercise regimens, food logs, recipes, comments, software, works of authorship of any kind, and other information, content, or other materials that are posted, generated, provided, or otherwise made available by us through the Fit3D Platform. Fit3D Content, the Fit3D Platform, and its underlying technology are protected by copyright, trademark, patent, intellectual property, and other laws of the United States and foreign countries. We reserve all rights to the Fit3D Content including those rights not expressly set forth in these Terms. You agree not to remove, change or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Fit3D Content or incorporated into the Fit3D Platform. Our logos and any other Fit3D trademarks that may appear on the Fit3D Platform, and the overall look and feel of the Fit3D Platform, including page headers, graphics, icons, and scripts, may not be copied, imitated or used, in whole or in part, without our prior written permission. Other trademarks, product, and service names and company names or logos mentioned on the Fit3D Platform are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder.

Sharing your information on or via the Fit3D Platform

The Fit3D Platform may enable you to post, upload, store, share, send, or display photos, images, video, data, scans, achievements, comments, and other information and content ("Your Content") to and via the Fit3D Platform. You retain all rights to Your Content that you post to the Fit3D Platform. By making Your Content available on or through the

Fit3D Platform you hereby grant to Fit3D a perpetual, non-exclusive, transferable, sub-licensable, worldwide, royalty-free license to use, copy, modify, and analyze your data. Once Your Content enters the Fit3D Platform, Fit3D shall own all of Your Content and shall have the right to use Your Content in any manner it chooses as long as it abides with applicable laws and Fit3D's privacy policy, located at <https://www.fit3d.com/privacy>. Fit3D may reserve the right to not allow team members to view your scans without your permission. You are responsible for Your Content.

You represent and warrant that you own Your Content or that you have all rights necessary to grant us a license to use Your Content as described in these Terms. You represent and warrant that Your Content and the use and provision of Your Content on the Fit3D Platform will not (a) infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (b) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (c) be fraudulent, false, misleading, or deceptive; (d) be defamatory, obscene, pornographic, vulgar, or offensive; (e) promote discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (f) be violent or threatening or promote violence or actions that are threatening to any person or entity; or (g) promote illegal or harmful activities or substances.

Fit3D may, in its sole discretion, alter, remove, or refuse to display any of Your Content, and may forbid you from posting, uploading, storing, sharing, sending, or displaying Your Content to and via the Fit3D Platform. We further reserve the right to suspend your access to the Fit3D Platform if you have violated these Terms.

ORDERS

Ordering Products

If you want to purchase Products from us, you may order using the then available order methods provided by Fit3D. Once you place your order, we will email you with an order confirmation ("Order Confirmation") that indicates that we have accepted your order. We are not bound to sell you any Product until we have accepted and processed your payment. With your Order Confirmation, we will confirm the quantity of Products you purchased, their price, and an estimated shipment date ("Estimated Shipment Date"). Our acceptance of your order is expressly conditioned on your unconditional acceptance of these Terms, even if you communicate with us otherwise. The terms of our Limited Warranty apply to any purchase and are incorporated herein by reference.

Pre-Orders

Fit3D commonly is back ordered, and therefore conducts pre-order sales for our Products whereby Fit3D takes orders and payment for our Products to be shipped at a future date ("Pre-Orders"). To secure a Pre-Order you will be required to pay a deposit to reserve your Product. At the time you place a Pre-Order, Fit3D will be able to provide an estimated timeframe for the shipment of the Product or service, but such estimates are not guaranteed and may be

revised, extended, or modified by Fit3D. You will be contacted prior to shipment to supply a correct shipping address for Pre-Order Products and complete your payment in full. As a general policy, we do not allow Pre-Orders to be canceled and we do not provide refunds. If we do make an exception, Fit3D will determine whether or not we will provide you any portion of your payment as a refund.

Order Cancellation

As a general policy, we do not allow Orders to be canceled and we do not provide refunds. If we do make an exception, Fit3D will determine whether or not we will provide you any refund. You agree to not issue a chargeback or dispute the payments already made to Fit3D.

Shipment and Delivery

We may provide a single shipping method and carrier, or multiple methods and carriers, for Product delivery, at our sole discretion. You will be responsible for all freight, packing, insurance and other shipping-related costs and expenses. Once the Product is sent to the carrier, ownership of the Product and the risk of that Product's loss passes to you. If Fit3D incurs any additional costs to deliver the product to You, You will be responsible for those additional costs.

You understand that all scheduled shipment dates and Estimated Shipment Dates are estimates only. We will make reasonable efforts to meet the scheduled shipment dates, but in no event will we be liable for any loss, damage, or penalty resulting from any delay in shipment or delivery, nor will the carrier be deemed our agent. If you purchase multiple Products, we may send you your Products in installments and charge you separately for each installment. We have the right to allocate our available inventory of the Products among other purchasers in such manner as We see fit. If We are not able to charge your payment method or You fail to pay for Your purchase, We have the right to delay or suspend shipment of the Products.

Prices and Taxes

The prices for the Products will be as specified when we finalize your Order. Prices are stated in U.S. dollars.

You agree to pay all fees incurred by Your Account, including applicable taxes, in accordance with these Terms and other billing terms that may be in effect at the time that the fee becomes payable. Fit3D may add new Products and Services for additional fees, or proactively amend fees for existing Services, at any time in its sole discretion. You represent to Fit3D that You are an authorized user of the chosen method of payment used to pay all fees You incur.

Our fees only include California Sales Tax where such California Sales Tax is applicable. If the Products are subject to Sales Tax in any jurisdiction other than California and you have not remitted the applicable Sales Tax to us, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority. You agree to indemnify us for any liability or expense we may incur in connection with such Sales Tax. Upon our request,

you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "Sales Tax" shall mean any sales or use tax, and any other tax measured by sales proceeds, that we are permitted to pass to customers that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

RETURNS & WARRANTY

Returns

As a general policy, We do not accept returns. If we do make an exception, Fit3D will determine whether or not we will provide you any refund after we receive your Product in good working order with no cosmetic blemishes. You agree to not issue a chargeback or dispute the payments already made to Fit3D. If We do allow for a return, please work with Our service team (service@fit3d.com) to follow our RMA processes.

Limited Two-Year Warranty

Our Products are warrantied against manufacturing defects for a period of two (2) years from the original date of shipment of the Product to you ("Limited Two-Year Warranty"). Our sole obligation under this Limited Warranty in the event of such defects during this period is to repair or replace the defective part or Product with a comparable part or Product; how we replace or repair the Product is at our sole discretion. Replaced or repaired Products will be warrantied only for the remainder of the original warranty period. Please note that this warranty ONLY applies to the original purchaser. This Limited Two-Year Warranty is not assignable and does not transfer.

Warranty Exclusions

You agree to fully read the instructions and guidance we provide and review the Product's capabilities and constraints before using the Product. Notwithstanding the Limited Two-Year Warranty above, you assume all liability and we have no obligation whatsoever to you or anyone else for any of the following (collectively the "Disclaimed Activities"):

Use of the Product for High-Risk Activities (defined below);

- Use of the Product other than in accordance with the terms distributed by us that outline acceptable uses of the Products and Services ("Published Specifications");
- Modifications, alterations, adjustments or repairs to the Product made by a party other than one we authorize;
- Failure by you or a third party to comply with environmental and storage requirements for the Product specified by us in our Published Specifications, including, without limitation, temperature or humidity ranges;
- Damage from external causes such as dirt, sand, battery leakage, power surges, or improper usage of any electrical source;
- Damage from a force majeure event;

- Use of the Product in combination with any third-party devices or products that we have not provided or specified as compatible in our Published Specifications;
- Any damage to property or persons caused by your use of the Product that is not caused by a material defect in the Product, including your failure to understand the functionalities of the Product;
- Leaving the Product in direct sunlight for long periods;
- Using the Product on unstable surfaces or dangerous terrain;
- Attempting to charge the Product with any charger other than one provided by Fit3D;
- Attempting to affix anything to the Product;
- Failure to determine the suitability of the Product for your intended use;
- Failing to make sure that any other person who uses the Product also complies with these terms and any other guidance we provide you, whether such guidance is included in writing with the Product or made available on our website;
- Any continued use of the Product after you detect any material defect; and
- Any other improper use of the Product.

All Products that are returned to us become our property. We are not responsible for any content or information stored in any Product you return to us, whether under warranty or not. You agree to read, and abide by any written instructions shipped with your Product and all safety precautions contained therein. If you do not understand any part of any of these instructions or the functionality of Product, you may view Product details and user instructions at www.fit3d.com or contact us at service@fit3d.com. The Product is not designed or intended for use in any application or hazardous environment that requires fail-safe performance, where the failure or inaccuracy of the Product might result in or cause death or personal injury ("High-Risk Activities"). High-Risk Activities include scanning anything else other than human beings, scanning more than one person at the same time, placing the Product on an uneven surface or using the Product other than for its intended purpose.

ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY ABOVE. ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, ARE DISCLAIMED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM FIT3D OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY LOST DATA OR

REVENUE, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. The foregoing limitations will apply even if any warranty or remedy provided under this Agreement fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Return Procedure and Costs

Returns Process

You must obtain a Return Materials Authorization ("RMA") number from us prior to returning any Products to us under this Warranty. You agree to pack the Product that you are returning carefully and return it to us, using the freight prepaid shipping label we will provide, together with the RMA. The returned Product must be in the original package and free of any defect or damage caused by shipping.

If your Product is eligible for repair or replacement under the Limited Two-Year Warranty, we will pay the costs for ground shipping both ways. If we reasonably determine that the Product you returned is not defective or You are outside the Limited Two-Year Warranty, we will contact you and will arrange for reshipment to you at your cost, plus a handling fee equal to \$100.00 USD. If you decline to pre-pay such shipping and handling costs, we are under no obligation to return such non-defective Product to you.

Before requesting an RMA, please contact our Customer Service Team by submitting a service request at service.fit3d.com. We are often able to solve the problem quickly via email or remote video support.

You can only make returns to us as follows:

- If we determine that your product has an issue that falls under the Warranty, the Fit3D Customer Service Team will issue an RMA number.
- If our Customer Service Team determines that your problem qualifies under Warranty coverage, you will be issued an RMA number.
- Please retain original packaging. If you do not have original packaging, you can purchase replacement packaging at cost plus shipping & handling.
- Package Products along with a copy of the RMA form received from our Customer Service Team.
- Write the RMA number on the outside of the box, affix the label to the outside of the box provided by the Fit3D Customer Service Team and send it to the address provided by the Fit3D's' Customer Service Team.
- If the inspection finds user-caused damage, We will give You the option to allow us to fix, or replace the Products at your own expense depending on available inventory and resources. You will be billed for the time and materials

required to either fix or replace the Products and payment must be received before we begin processing your request.

If You have not answered or have provided payment within 30 days of Our request, we reserve the right to close the service request and dispose of, or reuse the Products with another Customer, with no additional liability.

· Please do not hand-deliver your product. Our locations do not receive visitors.

Indemnification

You agree to defend, indemnify, and hold Fit3D, its subsidiaries and affiliates, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected to your violation of these Terms and your participation in Disclaimed Activities (as defined in our Limited Product Warranty), or for liabilities, interest, penalties or fees assessed against us arising from any failure by you to pay any required taxes.

Limitations of Liability

SUBJECT TO OUR WARRANTY AND RETURNS PROGRAM, THE PRODUCT AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND YOUR USE OF THE PRODUCT AND SERVICES IS AT YOUR OWN RISK, AND IN NO EVENT WILL FIT3D BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, USE, PROFITS, DATA, OR GOODWILL) OR COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THESE TERMS OR THE PURCHASE, SALE, USE, OPERATION OR PERFORMANCE OF THE PRODUCTS OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT FIT3D HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. YOU AND FIT3D HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL FIT3D'S' LIABILITY TO YOU ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THESE TERMS, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE ACTUAL AMOUNT PAID TO FIT3D BY YOU FOR THE PRODUCT AND SERVICES THAT GIVES RISE TO THE CLAIM.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Software License

Subject to your compliance with these Terms, Fit3D grants you a limited, revocable, non-exclusive, non-transferable, non-sublicenseable license to use the software in the Product and related mobile and web applications (the "Software") as part of your use of the Product for your purposes and for no other purposes. You may not (i) copy, modify or create derivative works based on the Software; (ii) distribute, transfer, sublicense, lease, lend or rent the Software to any third party; (iii) reverse engineer, decompile or disassemble the Software; or (iv) make the

functionality of the Software available to multiple users through any means. Fit3D reserves all rights in and to the Software not expressly granted to you under these Terms. All Software is protected by U.S. copyright law and international treaties.

Copyright Policy

Fit3D respects the intellectual property rights of others and provides this Copyright Policy to describe Fit3D's policy of prohibiting users from uploading, posting, or otherwise transmitting on or to Fit3D Platform any information or materials that violate another party's intellectual property rights. This Copyright Policy is incorporated into and part of the Fit3D Terms and Conditions.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. It is our policy to respond to notices and counter-notices that properly conform to the DMCA's requirements. Accordingly, notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see the Copyright Office's web page at www.copyright.gov for details of the current DMCA requirements.

Notification of Alleged Copyright Infringement

If you believe in good faith that materials hosted by Fit3D infringe your copyright (for example, materials posted by a user through one of our Services), you (or your agent) may send us a written notification pursuant to the DMCA, by providing our DMCA Agent with the information listed below (and as further set forth in 17 U.S.C. § 512(c)(3)) and requesting that the material be removed or access to it blocked.

The written notification must include:

1. In sufficient detail the copyrighted work that you claim has been infringed. If multiple copyrighted works on the Fit3D Platform are covered by a single notification, you may provide a representative list of such works, however, the representative list must still contain sufficient detail of the copyrighted works so that we can identify them;
2. The URL or other specific location on the Fit3D Platform that contains the material that you claim to be infringing your copyright. You must provide us with reasonably sufficient information to enable us to locate the alleged infringing material(s), so that we can comply with your request to remove or deny access to it/them;
3. Your name, address, telephone number and email address (if available);
4. The electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf;
5. A statement that you have 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
6. A statement that you swear under penalty of perjury that the information contained in your notification is accurate and that you are the copyright owner or that you are authorized to act on behalf of the owner of an exclusive right that

is allegedly infringed.

7. You acknowledge that if you fail to comply with all of the requirements of this Section A, your DMCA notice will not be valid.

You must submit any notification of an alleged copyright infringement to Fit3D's DMCA Agent by mail or email as set forth below:

Fit3D

Attn: DMCA Agent

Fit3D, Inc., 4465 Granite Drive, Suite 1041, Rocklin, CA 95677, US

Email: legal@fit3d.com with the subject line "Copyright Policy - DMCA Notification"

This contact information is for DMCA notifications and counter notifications ONLY. ALL OTHER INQUIRIES DIRECTED TO THE DMCA AGENT WILL NOT BE ANSWERED.

Please note that you may be liable for damages, including court costs and attorney fees, if you materially misrepresent that materials on the Fit3D Platform are infringing a copyright.

Counter Notification

If you believe in good faith that your own copyrighted material has been removed from the websites as a result of a mistake or misidentification, you may submit a written counter notification letter to Fit3D's DMCA Agent pursuant to Sections 512(g)(2) and (3) of the DMCA. To be an effective counter notification under the DMCA, your written correspondence must include substantially the following:

1. Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled;
2. A statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or in the United States District Court for the Northern District of California if your address is outside the United States;
3. A statement that you will accept service of process from the party that filed the notification of alleged copyright infringement or the party's agent;
4. Your name, address and telephone number;
5. A statement that you swear under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled, or that the material identified by the complaining party has been removed or disabled at the URL or website location and will no longer be shown or accessible; and
6. Your physical or electronic signature.

You acknowledge that if you fail to comply with all of the requirements of this Section B, your DMCA counter notification will not be valid.

You may submit your counter notification to Fit3D's DMCA Agent by mail or email as set forth below:

Fit3D, Inc
Attn: DMCA Agent
400 Capitol Mall, Suite 900, Sacramento, CA 95814

Email: legal@fit3d.com with the subject line "Copyright Policy - DMCA Counter Notification"

This contact information is for DMCA notifications and counter notifications ONLY. ALL OTHER INQUIRIES DIRECTED TO THE DMCA AGENT WILL NOT BE ANSWERED.

If a counter notice is received by Fit3D's DMCA Agent, we may send a copy of the counter notification to the original complaining party informing that person that Fit3D may replace the removed content or cease disabling it. Unless the copyright owner files an action seeking a court order against Fit3D or the user, the removed content may be replaced or access to it restored by Fit3D.

Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees.

Account Termination

Please be aware that it is Fit3D's policy to terminate the user accounts of repeat infringers. If you believe that a user is a repeat infringer, please follow the requirements above, but also include information or evidence that will reasonably prove to Fit3D that the user is a repeat infringer.

If you provide false information to Fit3D regarding any of the above notifications, counter-notifications or repeat infringer notifications, Fit3D, may immediately terminate your user account and you may be subject to legal and equitable remedies.

You will refrain from posting any information or items to the Sites or through the Services which are copied, in whole or in part, from third party sources without authorization. For further clarification, please see the U.S. Law on Copyrights, or see the web sites of the U.S. Copyright Office or U.S. Trademark Office. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If You believe in good faith that materials hosted by COMPANY infringe your copyright, You (or your agent) may send us a notice requesting that the material be removed or access to it

blocked.

Please see the requirements and specific instructions for submitting a notice to COMPANY in COMPANY'S Copyright Policy. Our Copyright Policy is incorporated into these Terms by reference. If You believe in good faith that a notice of copyright infringement has been wrongly filed against You, the DMCA permits You to send COMPANY a counter-notice. Please refer to COMPANY'S Copyright Policy for the requirements and instructions for submitting a counter-notice.

Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.copyright.gov> for details. Notices and counter-notices with respect to the Sites, including the Services, should be sent to the COMPANY'S DMCA Agent for notice of claims of copyright infringement at: DMCA Agent, 548 Market St., PMB 79166, San Francisco, CA 94104, or by emailing legal@fit3d.com (with the subject line "DMCA Communication").

COMPANY'S DMCA Agent should be contacted only for the purposes set forth in this Section. ALL OTHER INQUIRIES DIRECTED TO COMPANY'S DMCA AGENT WILL NOT BE ANSWERED.

Privacy Policy

You understand that any information provided by you or collected by us in connection with your use of our website, the Products and our Services will be used in the manner described in these Terms of Use and in our Privacy Policy, such privacy policy (the "Privacy Policy") being incorporated into and made a part of these Terms by this reference. If you do not agree to the Privacy Policy you may not use the Services.

DISPUTE RESOLUTION

Choice of Law

These Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions.

Agreement to Arbitrate

For any dispute with Fit3D, you agree to first contact us at legal@fit3d.com and attempt to resolve the dispute with us informally. In the unlikely event that Fit3D has not been able to resolve a dispute it has with you after thirty (30) days, you and Fit3D agree that any dispute, claim or controversy arising out of or relating to these Terms or the use of the Product (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's

copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an "IP Protection Action"); and (iii) you retain the right to litigate any Dispute other than an IP Protection Action by providing Fit3D with written notice of your desire to do so by email or regular mail at our contact information at the bottom of these Terms within thirty (30) days following the date you first accept these Terms (such notice, an "Arbitration Opt-out Notice").

If you do not provide Fit3D with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except as expressly set forth in clauses (i) and (ii) above. The exclusive jurisdiction and venue of any IP Protection Action or, if you timely provide Fit3D with an Arbitration Opt-out Notice, will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts. Unless you timely provide Fit3D with an Arbitration Opt-out Notice, you acknowledge and agree that you and Fit3D are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Fit3D otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879). The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015820 and a separate form for California residents at http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015822). The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure

Unless you and Fit3D otherwise agree, the arbitration will be conducted in the county where We reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and

Fit3D submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Fit3D will seek to recover attorneys' fees and expenses if it prevails in arbitration.

Arbitration Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Fit3D will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes to the Dispute Resolution Clause

If Fit3D changes this "Dispute Resolution" section after the date on which you placed your order for a Product, you may reject any such change by sending us written notice (including by email to legal@fit3d.com) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Fit3D's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Fit3D in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

GENERAL TERMS

Complete Agreement

These Terms constitute the entire and exclusive understanding and agreement between Fit3D and You regarding the purchase and use of the Product and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Fit3D and you regarding any purchase and use.

Severability

If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Assignment
You may not assign or transfer these Terms, by operation of law or otherwise, without Fit3D's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Fit3D may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications provided by Fit3D under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the www.fit3d.com. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Waiver

Fit3D's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Fit3D. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Notice for California Users

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

Headings

Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

Feedback and Recommendations

If you submit comments, ideas, or feedback to us, you agree that we can use, disclose, reproduce, distribute, and exploit them without any restriction or compensation to you. We do not waive any rights to use similar or related ideas or feedback previously known to us, developed by Fit3D, or obtained from sources other than you.

Contact Info

If you have any questions about these Terms, please contact Fit3D by sending an email to legal@Fit3D.com.