

MADEINADD PLATFORM TERMS OF USE

1. DEFINITIONS

Additional Information means the requests, data and information in addition to the Basic Information, which the Customer may enter in the “Notes” box during the order handling process

Basic Information means the data and information that the MadeInAdd Platform requests from the Customer after a Template has been uploaded during the order handling process

Code of Ethics means the code of ethics of the Supplier

Contract means the contractual relationship between MadeInAdd and the Customer governed by the Order, MadeInAdd General Conditions and these Terms of Use

Customer means any sole entrepreneur or corporation requesting the provision of the Services by MadeInAdd for purposes solely related to its entrepreneurial, commercial, handicraft or professional activity, with the express exclusion of persons qualifying as consumers pursuant to article 3 of legislative decree no. 206/2005 (Consumer Code) and to the Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011

Delivery Date means the estimated delivery date of a Product to the Customer in the Territory, as specified in the Order

Fee has the meaning set out in Article 4.13 of these Terms of Use

General Conditions for the Supply of Madeinadd Services means the general conditions governing the provision of the Services by MadeInAdd to a Customer, in execution of orders placed by the Customer on the MadeInAdd Platform ([here](#) available)

Hub-Spot Channel is the online platform used by MadeInAdd to communicate via email during the Order handling process (<https://www.hubspot.com/>)

MadeInAdd means MadeInAdd S.r.l., with registered office in Milano, Via Nicolò Copernico 38, tax ID and VAT no. 12722530016, share capital of € 50,000, registration number with the Milano Company Register MI - 2750752

MadeInAdd Platform means the platform owned by MadeInAdd and accessible from the Territory at <https://www.MadeInAdd.com>

Order means the set of Basic Information, any Additional Information and the choice of Service uploaded by the Customer to the Supplier via the MadeInAdd Platform duly confirmed by the Supplier

Party(ies) means the Customer and/or the Supplier either individually or jointly

Privacy Policy means the document containing information on how MadeInAdd collects and processes personal data when the user navigates on the MadeInAdd Platform and serves as information pursuant to Article 13 of EU Regulation 2016/679

Product(s) means the 3D good(s) printed by the Supplier based on the Template delivered by the Customer and processed through the MadeInAdd Platform, or subject of the Services provided by the Supplier in accordance

with the Order

Service(s) means the service(s) proposed by the Supplier and described in the specific '[services' section](#) of the MadeInAdd Platform

Supplier means MadeInAdd

Template(s) means the design(s) uploaded by the Customer to the MadeInAdd Platform in STEP, STL or X_T formats or other allowed formats in respect of which the Services are requested

Terms of Use means these general terms of use, governing the use of the MadeInAdd Platform by the Customer

Territory means the territory of the European Union

User Profile means the profile that each Customer is required to create in order to be able to use the Services, for which the following details are required: registered business name (i.e., name of sole proprietor, partnership, joint-stock company, etc. as the case may be), VAT number and billing details, and shipping address

2. SCOPE AND PURPOSE

2.1 MadeInAdd is active in the field of advanced manufacturing technologies who has implemented the MadeInAdd Platform, a digital configuration platform of its own at <http://www.MadeInAdd.com>, through which it offers its customers multiple services, including the ability to configure product models for 3D printing.

For further details of the Services offered by MadeInAdd, please refer to the specific '[services' section](#) of the MadeInAdd Platform, which the Customer declares to have read and understood by accepting these Term of Use.

2.2 These Terms of Use govern the terms and conditions of use of the MadeInAdd Platform by the Customer for the purposes of completing Orders and otherwise using the Services offered by MadeInAdd.

2.3 The Services are limited to the B2B market and are provided only for purposes exclusively related to entrepreneurial, commercial, handicraft or professional activity, being expressly excluded all the persons who qualify as consumers within the meaning of Article 3 of Legislative Decree no. 206/2005 (Consumer Code) and of the Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011.

2.4 The Customer declares to be aware that, in order to be able to complete the Order and use the Services, it is necessary to:

- (a) register with the MadeInAdd Platform by creating a User Profile as set out in Article 3 below;
- (b) accept these Terms of Use, acknowledging and declaring that they have read and understood the terms and conditions thereof, and to save a copy thereof on a durable support medium;
- (c) read the [Privacy Policy](#) and the [Code of Ethics](#).

2.5 These Terms of Use, the [General Conditions of the MadeInAdd Services](#), and the [Privacy Policy](#) may be amended by MadeInAdd at any time and any amendments and/or new general conditions or terms shall be in force from the time of their publication in the appropriate section of the MadeInAdd Platform. Upon the first use of the MadeInAdd Platform by the Customer after the entry into force of said changes, the Customer shall be required to

read and accept such new General Conditions and/or Terms of Use and/or [Privacy Policy](#). In any case, the applicable provisions shall be those in force on the date the Order is placed.

3. REGISTRATION OF USER PROFILE

- 3.1 In order to obtain MadeInAdd's supply of Services, the Customer shall register with the MadeInAdd Platform by creating a User Profile, clicking on the 'login' button and entering the required identification data.
- 3.2 Registration with the MadeInAdd Platform may be made by the Customer after uploading and entering the necessary Information to get a quotation, which will only be available and visible following the registration of the Customer, who may therefore proceed with the completion of the Order.
- 3.3 At the time of registration, in the event of Article 3.2 the Customer is obliged to create its own User Profile by entering the required Customer identification data of a valid e-mail address and a telephone contact.
- 3.4 By clicking on the 'send' button, the Customer receives a verification e-mail, containing a link that the Customer must click to confirm its profile and complete registration, as well as its password consisting of an automatically created alphanumeric code, not known and not accessible to the Supplier, which is communicated to the Customer via the e-mail address referred to in Article 3.3.
- 3.5 The Customer may at any time retrieve or change its password by following the instructions provided by the MadeInAdd Platform.
- 3.6 During the registration procedure, the Customer is also required to accept these Terms of Use and acknowledgement of the Supplier's [Privacy Policy](#) and [Code of Ethics](#), as a necessary condition for completing the Order and thus being able to benefit from MadeInAdd's supply of the Services.

4. PROCEDURE FOR PLACING ORDERS

(A) Template Upload and Information Input

- 4.1 In order to request the Supplier to provide for the Services, the Customer shall:
- (i) log in to the MadeInAdd Platform via the website <https://www.MadeInAdd.com>;
 - (ii) upload the Template to the MadeInAdd Platform following the relevant instructions and using one of the file formats expressly indicated as compatible in Article 1 above (see the definition of "Template");
 - (iii) enter in the appropriate fields the Basic Information necessary to configure the technical, functional and qualitative requirements of the Product to meet the Customer's requirements and to enable the choice of the best proposal among the solutions referred to in Article 4.6;
 - (iv) enter its credentials if already registered or complete the registration procedure referred to in Article 3 if not yet registered.
- 4.2 If the Customer does not have a Template in STEP, STL, X_T format, or other allowed 3D format, the Madeinadd Platform allows the Customer to upload a model in 2D format that is transformed by Madeinadd using appropriate tools from external suppliers. In this regard, by signing these Terms of Use of the Madeinadd Platform the

Customer acknowledges and accepts that the Template and the Information provided may be used by such external providers to train its artificial intelligence models, algorithms and related technology.

- 4.3 Notwithstanding the provisions of Article 4.1 above, the MadeInAdd Platform allows the Customer to proceed with entering the other data even with a preset Template or without uploading the Template, which may be uploaded at a later date prior to the completion of the Order.
- 4.4 The MadeInAdd Platform allows the Customer to save the Basic Information in view of a future Order via the “save for later” function, i.e., it allows the Customer to proceed with the immediate Order by directing it to the next page (i.e., Order and Shipment).

The option to save for later order is subject to User Profile registration and acceptance of these Terms of Use through the procedure described in Article 3.

- 4.5 In all cases when the Customer drops out of the registration procedure or leaves the MadeInAdd Platform without completing the registration of its User Profile and without accepting these Terms of Use, the Customer’s uploaded Template, email address and Basic Information shall be deleted by the Supplier after a maximum term of 20 (twenty) working days from the date of their upload to the MadeInAdd Platform.

(B) Processing of Solutions, Choice of Service and Fee Calculation

- 4.6 Upon the Customer's input of the Basic Information, the MadeInAdd Platform processes and proposes to the Customer a choice between multiple solutions, indicating for each one the Fee and the foreseeable Delivery Date.
- 4.7 The MadeInAdd Platform allows the Customer to supply any Additional Information, which shall be processed and analysed by the Supplier in accordance with Article 5 below, by entering text notes in a dedicated box. In this regard, the Customer declares to be aware that any Additional Information entered may imply a change in the Fee and/or Delivery Date and that the procedure provided for in Article 6.4 will be applied.
- 4.8 The Customer acknowledges and accepts that, being the Fee calculated automatically by the Madeinadd Platform, calculation errors may take place and that, in such cases, Madeinadd shall report it to the Customer and manage the solution in the confirmation phase described in Article 6 below.
- 4.9 In order to proceed with an Order, the Customer is required to: (i) carry out the registration procedure referred to in Article 3 above or log in, if the Customer has previously registered and created a User Profile; (ii) state a shipping address, a billing address and a payment method among those proposed by the MadeInAdd Platform, as specified in Article 4.13; (iii) accept the [General Conditions of the Supply of Madeinadd Services](#).
- 4.10 As an alternative to an immediate order, the MadeInAdd Platform again allows the Customer to save the Basic Information, any Additional Information and the choice of Service with a view to a later order, subject to its prior registration and creation of a User Profile as specified in Article 3 above.
- 4.11 In the event that the Basic and/or Additional Information entered by the Customer does not allow the MadeInAdd Platform to formulate a proposal or the order request is higher than the threshold indicated in the [‘services’ section](#), the Customer may log in or carry out the registration procedure referred to in Article 3 above by creating a User Profile and may be contacted by the Supplier to assess the activities to be performed and to formulate a quotation for the Services, which may be agreed upon outside the MadeInAdd Platform.

4.12 Whenever the Customer drops out of the registration procedure or otherwise leaves the MadeInAdd Platform without completing the User Profile registration and accepting the General Conditions, the Customer's uploaded Template and any Additional Information made available shall be immediately deleted by the Supplier.

(C) Payment of Fees and Invoicing

4.13 The Customer shall pay the fee for the Supply of Madeinadd Services set forth in the Order (the **Fee**).

4.14 The Customer chooses the payment method from among those proposed, for which please refer to the specific [‘payment methods’ section](#) of the MadeInAdd Platform, which the Customer declares to have read and understood.

4.15 In the event that the Customer chooses the ‘Credit Card’ option, the Supplier guarantees that it does not have access to any information and data entered by the Customer in accordance with the provisions of the [Privacy Policy](#) that the Customer is required to accept pursuant to Article 3.6.

4.16 Without prejudice to the deferred payment option referred to in Article 4.21 below, it is understood that the Supplier shall initiate the Order execution procedures referred to in Article 6 below once it has received confirmation of successful payment. If the payment option fails for any reason, the Customer is entitled to make payment using a different option.

4.17 In the event of errors and discrepancies in payment, the Supplier reserves the right to ask the Customer for additional information and/or send copies of documents proving the ownership and/or legitimate possession of the payment instruments used to order the Products. If the Customer fails to send the requested data and/or documents within the reasonable term advised by the Supplier, which shall not be less than three business days, the Supplier reserves the right not to accept and/or cancel the Order without this giving the Customer any right to claim damages or make other claims.

4.18 In any case, the Supplier shall not be, or be held, liable for any fraudulent and/or unlawful use of payment instruments by third parties during the ordering and payment procedures for the Products.

4.19 The Service Fee is indicated in euros in the Order recap. All Fees to be paid include the performance of the Service selected by the Customer, the cost of any materials used, and the cost of packaging for the shipment and transport of the Products to the address indicated by the Customer.

4.20 For details of the billing arrangements, please refer to the specific [‘Billing’ section](#) of the MadeInAdd Platform, which the Customer declares to have read and understood.

4.21 MadeInAdd at its sole discretion reserves the right to grant the Customer at any time, even on a promotional basis, the option of deferred payment with respect to the supply of the Services. It is expressly understood between the Parties that this method of payment shall be agreed in advance in writing and shall only be applicable where expressly provided for in the Order. Once the Customer has been granted the possibility under this Article, the Customer shall sign for acceptance the additional terms and conditions for the supply of Madeinadd services, governing the deferred payment terms.

5. FINALISATION AND ORDER SUBMISSION BY THE CUSTOMER

- 5.1 The entry of the data relating to the chosen payment method and the subsequent click on the 'Pay with ___' button, constitutes an irrevocable contractual proposal by the Customer with the value of an Order issued by the Customer to the Supplier, related to the supply of a Service under the terms and conditions indicated therein and summarised in the dedicated box. The Customer immediately receives an automatic e-mail message containing the summary of the Order.
- 5.2 The Customer has not the right to receive from the Supplier the Template in native and editable format. The transfer of the Template, if requested in writing by the Customer, may be the subject of a separate agreement between the Parties.
- 5.3 The Customer acknowledges and accepts that the Supplier relies on the correctness of the Order summary sent to the same Customer.

6. EVALUATION AND CONFIRMATION OF THE ORDER BY THE SUPPLIER

- 6.1 The Supplier reserves the right to evaluate and confirm the Customer's Order in the timeframe indicated in the ['services' section](#), which the Customer declares to have read and understood.
- 6.2 In order to proceed with the evaluation and management of the Order, the Supplier reserves the right to contact the Customer via the Hub-Spot Channel for a joint evaluation of the Additional Information of the same and, in accordance with the timeframes indicated in the ['services' section](#), which the Customer declares to have read and understood.
- 6.3 If the Customer does not respond to the Supplier's request for contact within the timeframe indicated in the ['services' section](#), the Order shall be set in 'on hold' mode by the MadeInAdd Platform for a period of 12 (twelve) months, after which the Order shall be automatically cancelled.
- 6.4 If the Supplier's evaluation of the Order reveals that the Additional Information implies a change in the Fee and/or the Delivery Date, the Supplier shall inform the Customer of such changes via the Hub-Spot Channel. In such cases, the Customer may alternatively:
- (i) agree to the proposed change of the Fee and/or Delivery Date via Hub-Spot Channel and within the following 5 (five) business days place a new Order on the MadeInAdd Platform reflecting what has been agreed between the Customer and the Supplier; or
 - (ii) not agree to the proposed change of the Fee and/or Delivery Date via Hub-Spot Channel and cancel the Order on the MadeInAdd Platform.
- 6.5 In the event of point 6.4(i) above, the Supplier shall cancel the first order placed within 5 (five) business days of the new Order placed by the Customer.
- 6.6 After completing the evaluation of the Order, the Supplier shall, in accordance with the timeframe indicated in the ['services' section](#), send the Customer the Order confirmation e-mail containing the information already included in the Order summary e-mail, updated, if necessary, based on the evaluations carried out, these Terms of Use and the Supplier's [Privacy Policy](#).

6.7 In order to enable the Supplier to proceed with the performance of the Order in the timeframe indicated, the Customer shall reply to the e-mail message received from the Supplier within the timeframe set forth therein, attaching the Order duly signed in all its parts.

6.8 It is expressly understood that the Supplier, at its sole discretion, has the right not to confirm the Order by sending an e-mail message to the Customer within the same term required to send the Order confirmation. In this case, the Order shall therefore be deemed to have no effect whatsoever and the Supplier's failure to confirm the Order shall not constitute grounds for the Customer's claims whatsoever against the Supplier, without prejudice exclusively to the refund of any Fee paid.

7. PERFORMANCE OF THE ORDER

7.1 Following the evaluation and confirmation of the Order referred to in Articles 5 and 6 above, the Supplier shall proceed to supply the Services requested by the Customer in accordance with the Order and the [General Conditions of MadeInAdd Services](#), here expressly referred to.

8. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS - CONFIDENTIALITY

8.1 The Customer warrants and represents that it has all rights, without limitation of time and space including, but not limited to, the rights of use for any reason, reproduction, distribution, sale of, and – more specifically – performance of the Services on the design and the technology contained in the Template delivered to the Supplier both in its entirety and in its individual components (including any marks contained in the Template or in the Product).

The Customer warrants and represents that the Template, as well as the performance of the Services by the Supplier, do not and cannot in any way infringe or violate any industrial and/or intellectual property rights, whether registered or unregistered, or any third-party rights, it being understood that the Customer shall be solely and directly liable towards the Supplier and third parties. In any case, the Customer undertakes to indemnify and hold the Supplier harmless from any and all claims, damages, expenses, liabilities and/or penalties that may arise from the use made by the Supplier or any subcontractors of the Template in the performance of the Services. To this end, the Customer shall bear all related costs and charges.

8.2 The Customer undertakes not to disclose any and all information received from the Supplier in the performance of the Services, which will be kept strictly confidential, for as long as such information does not enter the public domain for a reason not attributable, directly or indirectly, to an act or omission of the Customer.

9. COMPLIANCE WITH APPLICABLE LEGISLATION

9.1 The Customer declares that any Template delivered to the Supplier:

- does not breach any statutory, legal or regulatory provisions, and the rights of third parties;
- is not intended for purposes contrary to morality, public order and public decency, including racist and discriminatory purposes;
- is not meant for any weapons or other instruments that are capable of offending or are dangerous to safety and/or health.

9.2 It is expressly understood that, in the event of totally or partially false declarations made by the Customer, including when the Products are, or are considered, dangerous to health and safety, counterfeit and/or noncompliant to the requirements of the applicable legislation:

- the Supplier shall not be liable in any way;
- the Customer shall indemnify and hold the Supplier harmless against any claims from third parties and the competent authorities.

10. PROTECTION OF PERSONAL DATA

10.1 The Supplier and the Customer, in accordance with Regulation (EU) 679/2016, are both independent data controllers for the personal data necessary for the conclusion, performance, and management of the Contract, which are represented by the contact details of individuals (employees, collaborators, consultants, suppliers, etc.) involved in the activities related to it. The Supplier fulfils the obligations of informing the data subjects by publishing its [Privacy Policy](https://www.MadeInAdd.com) on the website <https://www.MadeInAdd.com>.

10.2 The Customer undertakes to indemnify and hold the Supplier harmless against any actions, costs, expenses or claims made by third parties and arising out of failure to comply with the provisions on the processing of personal data by the Customer, including its employees, hired freelancers, consultants or subcontractors, if any, and its data processors and co-controllers.

11. CODE OF ETHICS AND DECREE 231

11.1 The Customer declares to have read and be aware of the content of the Supplier's [Code of Ethics](https://www.MadeInAdd.com), which is an integral part of the Organizational, Management, and Control Model adopted under Legislative Decree 231/2001 and subsequent amendments (the "**Decree 231**"), published on the website <https://www.MadeInAdd.com>. The Customer undertakes to ensure that all its administrators, employees, representatives, and any collaborators comply with the principles contained therein in the execution of the Contract, adopting, in any case, all appropriate measures to prevent conduct contrary to it and reporting to the Supplier any violations of the [Code of Ethics](https://www.MadeInAdd.com) of which they become aware.

11.2 Without prejudice to any right to terminate the Contract provided by the applicable law, in the event of a breach of the obligations set forth in this Article 11 and, in particular, the commission of relevant offenses pursuant to Decree 231 and/or conduct contrary to the principles contained in the [Code of Ethics](https://www.MadeInAdd.com) by administrators, representatives, employees, and any collaborators of the Customer during or in connection with the performance of the Contract, the Supplier shall have the right to immediately declare the Contract terminated, pursuant to Article 1456 of the Civil Code, without prejudice, in any case, to the Supplier's right to compensation for damages. The Customer, however, undertakes to indemnify and hold the Supplier harmless from any damages (direct and indirect), prejudice, liability, expenses (including legal expenses), and any legal and/or judicial action brought against the Supplier by third parties.

12. SEVERABILITY

12.1 In the event that, for any reason, one or more of the provisions of these Terms of Use is or becomes, in whole or in part, invalid, ineffective or unenforceable, the remaining provisions shall remain in force and the Parties shall promptly co-operate in good faith with a view to replacing the invalid provision(s) with one that is of the same or at least similar economic content.

13. SURVIVAL OF CLAUSES

- 13.1 If it is hereby expressly provided that certain provisions of these Terms of Use shall survive the termination of the contractual relationship between the Parties or where any of the provisions hereof shall survive due to their nature or context, they shall remain in full force and effect notwithstanding such termination.

14. APPLICABLE LEGISLATION AND COURT OF COMPETENT JURISDICTION

- 14.1 These Terms of Use are written in the Italian and English language.
- 14.2 It is hereby clarified that all contracts concluded via the MadeInAdd Platform are in any case deemed to be concluded and executed in Italy and are governed by Italian law.
- 14.3 Any dispute arising out of these Terms of Use that cannot be settled amicably shall exclusively be referred to the Court of Turin as the court of competent jurisdiction.

By signing these Terms of Use, the Customer declares that it shall request the Services for purposes exclusively related to its own entrepreneurial, commercial, handicraft or professional activity, and that it is aware that the Supplier does not provide the Services to persons who qualify as consumers within the meaning of Article 3 of Legislative Decree no. 206/2005 (Consumer Code) and to the Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011;

For the purpose of articles 1341 and 1342 of the Italian Civil Code, the Customer expressly accepts and approves the covenants contained in the following Articles of these Terms of Use: 4.18 (limitation of liability for fraudulent and/or unlawful use of payment instruments); 4.17 (limitation of liability for order cancellation); 6.1 (Supplier's right not to accept the Order); 8 (Guarantee and indemnity for violation of intellectual property rights); 9.2 (guarantee and indemnity in favour of the Supplier in the event of violation by the Customer of the provisions on compliance with applicable regulations); 11.2 (termination for commission of offences pursuant to Decree 231 and/or conduct contrary to the principles contained in the [Code of Ethics](#) and indemnity of the Supplier); 14.3 (competent court).