

Terms of Service

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Thank you for your interest in Divergent Technologies and our website at divergent3d.com (collectively, the "Service"). These Terms of Service are a legally binding contract between you and Divergent Technologies regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING DIVERGENT TECHNOLOGIES PRIVACY POLICY (TOGETHER, THESE "TERMS"). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND DIVERGENT TECHNOLOGIES PROVISION OF THE SERVICE TO YOU, CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 14, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND DIVERGENT TECHNOLOGIES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 14.)

1. **Divergent Technologies Service Overview.** The Service is intended to provide information about the Divergent Technologies. The Service is provided for informational purposes only and should not be relied upon for other purposes.
2. **Eligibility.** You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.
3. **Accounts and Registration.** To access some features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you

will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you must immediately notify us at info@divergent3d.com.

4. Usage Rights

1. **Limited Rights.** Subject to your complete and ongoing compliance with these Terms, Divergent Technologies grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Service and any images and videos posted on the Service (“Content”).
 2. **Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, you may not use it.
 3. **Feedback.** If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service (“Feedback”), then you hereby grant Divergent Technologies an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.
5. **Ownership; Proprietary Rights.** The Service is owned and operated by Divergent Technologies. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service (“Materials”) provided by Divergent Technologies are protected by intellectual property and other laws. All Materials included in the Service are the property of Divergent Technologies or its third party licensors. Except as expressly authorized by Divergent Technologies, you may not make use of the Materials. Divergent Technologies reserves all rights to the Materials not granted expressly in these Terms.
6. **Third Party Terms.** Divergent Technologies may provide tools through the Service that enable you to export information to third party services. By using one of these tools, you agree that Divergent Technologies may transfer that information to the applicable third party service. Third party services are not under Divergent Technologies’s control, and, to the fullest extent permitted by law, Divergent Technologies is not responsible for any third party service’s use of your exported information. The Service may also contain links to third party websites. Linked websites are not under Divergent Technologies’s control, and Divergent Technologies is not responsible for their content.
7. **Communications.** We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.
8. **Prohibited Conduct. BY USING THE SERVICE YOU AGREE NOT TO:**
1. use the Service for any illegal purpose or in violation of any local, state, national, or international law;

2. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
 3. interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
 4. interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
 5. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission;
 6. sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 5) or any right or ability to view, access, or use any Materials; or
 7. attempt to do any of the acts described in this Section 7 or assist or permit any person in engaging in any of the acts described in this Section 7.
9. **Modification of these Terms.** We reserve the right to change these Terms on a going-forward basis at any time upon 7 days' notice. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we may require that you accept the modified Terms in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Except as expressly permitted in this Section 9, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.
10. **Term, Termination and Modification of the Service**
1. **Term.** These Terms are effective beginning when you accept the Terms or first access the Service, and ending when terminated as described in Section 10.2.
 2. **Termination.** If you violate any provision of these Terms, your authorization to access the Service and these Terms automatically terminate. In addition, Divergent Technologies may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice. You may terminate your account and these Terms at any time by describe termination process or contacting customer service at info@divergent3d.com.
 3. **Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service;

(b) you will no longer be authorized to access your account or the Service; (c) Sections 4.3, 5, 10.3, 12, 13, 14, and 15 will survive.

4. Modification of the Service. Divergent Technologies reserves the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Divergent Technologies will have no liability for any change to the Service or any suspension or termination of your access to or use of the Service.
11. Indemnity. To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify Divergent Technologies and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the "Divergent Technologies Entities") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.
12. Disclaimers; No Warranties

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. DIVERGENT TECHNOLOGIES DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. DIVERGENT TECHNOLOGIES DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DIVERGENT TECHNOLOGIES DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR DIVERGENT TECHNOLOGIES ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE DIVERGENT TECHNOLOGIES ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE

THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Divergent Technologies does not disclaim any warranty or other right that Divergent Technologies is prohibited from disclaiming under applicable law.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE DIVERGENT TECHNOLOGIES ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY DIVERGENT TECHNOLOGIES ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

EXCEPT AS PROVIDED IN SECTION 14.5 AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE DIVERGENT TECHNOLOGIES ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO DIVERGENT TECHNOLOGIES FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$100.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 13 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. Dispute Resolution and Arbitration

1. Generally. In the interest of resolving disputes between you and Divergent Technologies in the most expedient and cost effective manner, and except as described in Section 14.2 and 14.3, you and Divergent Technologies agree that every dispute arising in connection with these Terms will be resolved by

binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND DIVERGENT TECHNOLOGIES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

2. Exceptions. Despite the provisions of Section 14.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.
3. Opt-Out. If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 14 within 30 days after the date that you agree to these Terms by sending a letter to Divergent Technologies, Inc., Attention: Legal Department – Arbitration Opt-Out, 19601 S. Hamilton Ave., Torrance, CA 90502 that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration (“Opt-Out Notice”). Once Divergent Technologies receives your Opt-Out Notice, this Section 14 will be void and any action arising out of these Terms will be resolved as set forth in Section 15.2. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.
4. Arbitrator. Any arbitration between you and Divergent Technologies will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Divergent Technologies. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.
5. Notice of Arbitration; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“Notice of Arbitration”). Divergent Technologies’s address for Notice is: Divergent Technologies, Inc., 19601 S. Hamilton Ave., Torrance, CA 90502. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach

an agreement to do so within 30 days after the Notice of Arbitration is received, you or Divergent Technologies may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or Divergent Technologies must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by Divergent Technologies in settlement of the dispute prior to the award, Divergent Technologies will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$10,000.

6. Fees. If you commence arbitration in accordance with these Terms, Divergent Technologies will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Los Angeles, CA, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Divergent Technologies for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
7. No Class Actions. YOU AND DIVERGENT TECHNOLOGIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Divergent Technologies agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
8. Modifications to this Arbitration Provision. If Divergent Technologies makes any future change to this arbitration provision, other than a change to Divergent Technologies's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to Divergent Technologies's address for Notice of Arbitration, in which case your account with Divergent Technologies will be immediately terminated

and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

9. Enforceability. If Section 14.7 or the entirety of this Section 14 is found to be unenforceable, or if Divergent Technologies receives an Opt-Out Notice from you, then the entirety of this Section 14 will be null and void and, in that case, exclusive jurisdiction and venue described in Section 15.2 will govern any action arising out of or related to these Terms.

15. Miscellaneous

1. General Terms. These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Divergent Technologies regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to”. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.
2. Governing Law. These Terms are governed by the laws of the State of California without regard to conflict of law principles. You and Divergent Technologies submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Los Angeles, CA for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in California, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.
3. Privacy Policy. Please read the Divergent Technologies [Privacy Policy](#) carefully for information relating to our collection, use, storage, disclosure of your personal information. The Divergent Technologies Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
4. Additional Terms. Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “Additional Terms”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
5. Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements,

disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

6. **Contact Information.** The Service is offered by Divergent Technologies, Inc., located at 19601 S. Hamilton Ave., Torrance, CA 90502. You may contact us by sending correspondence to that address or by emailing us at info@divergent3d.com.
7. **Notice to California Residents.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.
8. **No Support.** We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.
9. **International Use.** The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.