The 3D Lab®
Terms of Use

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Use of Information.
The 3D Lab Franchising LLC reserves the right, and you authorize us, to use and assign all information regarding website uses by you and all information provided by you in any manner consistent with governing law.

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If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

(a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
(b) A description of the copyrighted work that you claim has been infringed;
(c) A description of where the material that you claim is infringing is located on the website;
(d) Your address, telephone number, and e-mail address;
(e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
(f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the website is Jessica Wallace, who can be reached as follows: Office Address - The 3D Lab Franchising LLC, 5 Stangl Road, Flemington, New Jersey 08822. Phone: 732-742-9837 Email: franchising@the3Dlab.com

Applicable Law.
You agree to and accept that the laws of the State of New Jersey, without regard to conflicts of laws provisions will govern these Terms of Use and any dispute that may arise between you and The 3D Lab Franchising LLC or its affiliates.

Severability.
If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

Waiver.
The failure of The 3D Lab Franchising LLC to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by The 3D Lab Franchising LLC must be in writing and signed by an authorized representative of The 3D Lab Franchising LLC.

Termination.
The 3D Lab Franchising LLC may terminate this Agreement at any time, with or without notice, for any reason.

Relationship of the Parties.
Nothing contained in this Agreement or your use of the website shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party.

Arbitration.
Any dispute relating to the Terms, interpretation or performance of this Agreement (other than claims for preliminary injunctive relief or other pre-judgment remedies), shall be resolved at the request of either party through binding arbitration. Arbitration shall be conducted in or about Flemington, New Jersey, under the Consumer Arbitration Rules and Procedures of the American Arbitration Association ("AAA"). The parties shall request that the AAA appoint of a single arbitrator, whom shall possess knowledge of website Terms of Use legal precedent. Each party shall bear their share of the costs and expenses of the arbitration, where permitted by the AAA rules. However, the arbitrator shall have the authority to award damages, costs and expenses to the prevailing party. The arbitrator shall render a reasoned decision. Both parties agree to arbitration. Note that by agreeing to arbitration, ***you waive the right to present your claim in a court of law and jury.***

This section shall not apply to disputes where a small claims court would have jurisdiction over the matter.

Awards of costs and expenses shall be available to those authorized by applicable law and the governing rules.

Entire Agreement.

This Terms of Use constitutes the entire agreement between you and The 3D Lab Franchising LLC and governs the Terms and conditions of your use of the website, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and The 3D Lab Franchising LLC with respect to this website. Notwithstanding the foregoing, you may also be subject to additional Terms and conditions, posted policies, guidelines, or rules that may apply when you use the website of The 3D Lab Franchising LLC, which may revise this Terms of Use at any time by updating this Agreement and posting it on the website. Accordingly, you should visit the website and review the Terms of Use periodically to determine if any changes have been made. Your continued use of the website after any changes have been made to the Terms of Use signifies and confirms your acceptance of any such changes or amendments to the Terms of Use.

Contact Information.
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