

CREO THINGS INC.

Terms of Service

Effective date: June 22 , 2026

Welcome to Creo Things. These Terms of Service set out the rules for using our platform. Please read them carefully. They are the base agreement that applies to everyone who uses the platform; if you offer printing services, digital files or products, additional terms also apply to you.

1. About These Terms

- 1.1 These Terms of Service (the “**Terms**”) are a binding agreement between you and **Creo Things Inc.** (“Creo Things”, “we”, “us” or “our”), a corporation incorporated under the *Canada Business Corporations Act* (corporation no. 1770724-0), with a registered office at 181 University Avenue, 3rd Floor, Toronto, Ontario M5H 3M7. They govern your access to and use of the Creo Things website, mobile and web applications, and related services (together, the “**Platform**”).
- 1.2 By creating an account, accessing or using the Platform, or completing any signup flow that presents these Terms, you confirm that you have read, understood and agree to be bound by these Terms. If you do not agree, you must not use the Platform.
- 1.3 Some users take on additional roles (for example, a “Maker” who offers printing services or a “Creator” who lists digital design files). Those roles are governed by these Terms **and** by the separate **Maker / Seller Agreement**, which is presented and accepted when you sign up for a Seller account. Where the Maker / Seller Agreement conflicts with these Terms on a matter specific to Sellers, the Maker / Seller Agreement governs for that matter.

2. Definitions

“**Content**” means any file, design, image, text, model, listing, message, review or other material uploaded, submitted, posted or transmitted to or through the Platform.

“**Creator**” means a user who lists or licenses digital design files through the Design marketplace.

“**Customer**” means a user who purchases printing services, licenses or physical products through the Platform.

“**Listing**” means an offer of a service, digital file or physical product made available on the Platform.

“**Maker**” means a user who offers custom printing or manufacturing services through the Print marketplace.

“**Seller**” means a Maker, Creator or any other user who offers a service, file or product for sale or license.

“**User**”, “**you**” means any person who accesses or uses the Platform, in any role.

3. Eligibility and Accounts

- 3.1 **Minimum age.** You must be at least 18 years old to create an account or use the Platform. We require users to be 18 or older because the Platform involves payment accounts, location-based interactions and the possibility of in-person meetups. By using the Platform you represent that you are at least 18.
 - 3.2 **Accurate information.** You agree to provide accurate, current and complete information when you register and to keep it up to date. You are responsible for all activity that occurs under your account, and for keeping your login credentials confidential.
 - 3.3 **Truthfulness of identity and age.** You acknowledge that the Platform relies on the information you provide and cannot independently verify every user's identity or age. Providing false, misleading or impersonating information is a breach of these Terms, may result in suspension or termination under Section 23, and may expose you to liability. We may, but are not obligated to, use verification tools or request additional information.
4. The Platform and Our Role
- 4.1 **A marketplace and venue.** The Platform is a peer-to-peer marketplace that connects Users. It has three sections: **Print** (location-based custom printing services), **Design** (a digital design-file marketplace) and **Shop** (a marketplace for physical 3D-printed products). Except where we are the direct provider of a service, Creo Things is not the seller, manufacturer, shipper or licensor in transactions between Users. Contracts for services, files and products are formed directly between the Customer and the relevant Seller.
 - 4.2 **What we take responsibility for.** We take responsibility for operating the Platform itself in a reasonable and professional manner, including: operating Platform functionality; responding to reports and maintaining community standards; removing Listings where appropriate; using reasonable, risk-based efforts to detect and address suspicious activity, fraudulent accounts and obvious scams or abuse, though we do not guarantee that we will detect or prevent all such activity; implementing reasonable safeguards for user data (as described in our Privacy Policy); and arranging payment processing through our third-party processor.
 - 4.3 **What Users are responsible for.** You are responsible for your own conduct, Content and transactions, including: compliance with intellectual-property rights and the prohibited-item rules; the manufacturing and fulfilment of requests you accept; the quality of products and services you provide; shipping obligations you undertake; compliance with all laws that apply to you; the accuracy of your Listings; and your safety in any in-person interaction or meetup. You act on your own account, just as you would if you produced or sold independently.
 - 4.4 **No endorsement.** We do not guarantee the quality, safety, legality or accuracy of any Listing, Seller, file or product, and the presence of a Listing on the Platform is not an endorsement.
 - 4.5 **Release.** To the maximum extent permitted by law, you release Creo Things and its directors, officers and employees from any claim, demand, dispute, loss or

damage of any kind arising out of or relating to transactions, dealings, Content or interactions between Users, including defective or non-conforming items, misrepresentations by a Seller, intellectual-property infringement by a User, and any loss, injury or damage arising from any in-person interaction. If you have a dispute with another User, you will pursue it against that User and not against Creo Things. Nothing in this Section limits any right or remedy that cannot be excluded under applicable law, including the non-waivable consumer rights preserved in Section 21.4.

5. Changes to and Availability of the Platform

5.1 The Platform is evolving. We may add, change, suspend or discontinue features, sections or services (including the Print, Design or Shop sections, or particular licensing options) at any time, and some features may launch, or be available, only at later dates or in stages. We will use reasonable efforts to avoid disrupting active transactions when we make changes.

5.2 We may set, and change, reasonable operational rules, limits and policies for the Platform. Those rules form part of these Terms when posted.

6. Print — Custom Printing Services

6.1 The Print section lets Customers request custom printing from Makers, including on a location-based basis. The scope, specifications, price and timing of each job are agreed between the Customer and the Maker through the Platform.

6.2 **In-person interactions.** Some Print transactions may involve in-person pickup, drop-off or meetups. You arrange and attend any in-person interaction at your own risk. We do not screen, supervise or vet Users for in-person interactions, and we are not responsible for what happens during them. You agree to take reasonable safety precautions. To the extent permitted by law, we are not liable for any loss, injury or damage arising out of any in-person interaction between Users (see Section 21). Where in-person interaction takes place, you should meet in safe, public locations and take reasonable precautions for your own safety. We may report conduct to law enforcement or other authorities where we consider it appropriate, including suspected criminal activity or threats to the safety of any person.

6.3 Makers are responsible for the manufacture, quality and conformity of the items they produce, and for compliance with Sections 13, 14 and 15.

7. Design — Digital Design-File Marketplace

7.1 **How licensing works.** The Design section lets Creators make digital design files available to Customers under a defined license. To keep licensing clear and consistent, files are offered under a set of standard license options made available through the Platform, rather than under terms each Creator writes individually. These options may include: (a) a **Platform-Only Access License**, under which files are not downloadable by Customers, remain stored within the Platform, and are made available before purchase only as degraded preview versions through authenticated, short-lived links, and after purchase remain non-downloadable to the Customer and are used only through Platform-enabled workflows (including transmission to a Maker to fulfil a print order); and (b) one or

more **Commercial / Download Licenses**, under which files may be downloaded and used within defined permissions (for example, personal use only, or the right to sell physical prints made from the file). The detailed terms of each option are presented to you at the point of listing or purchase and, where applicable, in the separate **Creator Licensing Terms**. Commercial / Download Licenses apply only if and when those license options are enabled through the Platform. Where a file offered under a Platform-Only Access License is sent to a Maker to fulfil a print order, the Maker is provided with a limited, single-purpose copy of the file solely to produce that order, and is required under the Maker / Seller Agreement not to retain, reuse, reproduce or distribute the file for any other purpose.

7.2 **Licence relationship.** For each Design transaction, the license is granted by the Creator to the Customer on the standard terms presented at the point of purchase. Creo Things is not a party to that license; it operates the Platform that facilitates it.

7.3 **Creator responsibility.** Creators represent that they own or have all necessary rights to the files they list and to grant the licenses they offer, and that the files do not infringe any third party's rights or violate Sections 13 to 15.

8. Shop — Physical Products

8.1 The Shop section lets Sellers list and sell physical 3D-printed products to Customers. The Seller is the merchant of record for these sales. Sellers are responsible for product descriptions, quality, safety, packaging, shipping and any applicable warranties.

8.2 Sellers must ensure their products are lawful to sell and ship, comply with applicable product-safety and consumer-protection laws, and do not breach Sections 13 to 15.

9. Orders, Payments and Fees

9.1 **Payment processing.** Payments on the Platform are processed by our third-party payment processor, Stripe, including through Stripe's marketplace / connected-account functionality. By transacting on the Platform you agree to the applicable Stripe terms in addition to these Terms. We do not store full payment-card numbers.

9.2 **Platform fees.** We may charge fees for use of the Platform, which will be disclosed to you before you incur them. Seller fees, commissions and payout timing are set out in the Maker / Seller Agreement. Before you complete a purchase, the total price payable, including our fees and any mandatory charges within our control, is shown to you, and we do not add undisclosed mandatory fees at checkout.

9.3 **Taxes.** Prices may be subject to applicable taxes. Sellers are responsible for determining, collecting and remitting any taxes applicable to their sales, except where the Platform is required by law to collect and remit them. Where Creo Things is itself required, as the operator of a distribution platform or online marketplace, to collect and remit sales tax (including GST/HST) on a transaction, it will do so, and that tax will be shown to you at checkout.

10. Off-Platform Transactions

10.1 The Platform's protections, payment processing and dispute support apply only to transactions completed through the Platform. You must not use the Platform to solicit or arrange a transaction off the Platform in order to avoid fees, or to move communications or payments off the Platform in a way that circumvents these Terms. Transactions taken off the Platform are at your own risk and are not covered by our protections. This includes sharing contact details or external links to take a transaction off the Platform, using the Platform to advertise off-Platform sales, and arranging payment by cash, transfer or other means that bypass our payment processor, in each case to avoid fees or to circumvent these Terms. For clarity, sharing contact, location, pickup or drop-off details through the Platform's approved workflows in order to complete a transaction on the Platform is permitted; the restrictions in this Section apply to moving communications or payments off the Platform to avoid fees or otherwise circumvent these Terms.

11. Returns and Refunds

- 11.1 **Custom print orders.** Because custom prints are made to order, they are generally non-refundable once production has started, except where the item is defective or materially fails to conform to the agreed specifications, or where a refund is required by law.
- 11.2 **Digital files.** Digital file purchases and licenses are generally non-refundable once access has been granted, except where the file is defective or unusable, or where a refund is required by law.
- 11.3 **Physical products.** Returns and refunds for physical products may vary by Seller and will be set out in the Seller's policy at the point of sale. The Platform reserves the right to intervene and resolve disputes on a case-by-case basis.
- 11.4 **Your legal rights.** Nothing in this Section limits any non-waivable right or remedy you may have as a consumer under applicable law, including the *Consumer Protection Act, 2002* (Ontario).

12. Reviews and Ratings

- 12.1 The Platform may let Users post reviews and ratings. Reviews must be honest and based on your own genuine experience. You must not post fake, misleading or incentivized reviews, post reviews where you have an undisclosed personal or financial connection to the Seller or item, or manipulate ratings.
- 12.2 We may remove reviews that breach these Terms or applicable law. We will not remove or suppress a review simply because it is negative, and we do not prohibit you from sharing your honest experience.

13. Prohibited Items and Conduct

- 13.1 You must not list, offer, request, upload, produce, sell or transmit any of the following through the Platform:
- firearms, firearm parts, and files or items whose primary purpose is to produce a functional firearm, a critical firearm component, or to increase the lethality of a weapon;

- weapons and items designed or adapted to cause injury, and instructions or files whose primary purpose is to produce them;
 - realistic imitation firearms and items designed to closely resemble real firearms;
 - illegal items, controlled goods, or items that are unlawful to make, possess, sell or ship;
 - dangerous products that present an unreasonable risk to health or safety;
 - Content that infringes a third party’s intellectual-property or other rights (see Section 16); and
 - Content that is fraudulent, deceptive, harassing, hateful, or otherwise unlawful.
- 13.2 **Prohibited conduct.** You must not misuse the Platform, including by: circumventing fees or payment processing; scraping or harvesting data; introducing malware; attempting to gain unauthorized access; impersonating others; or using the Platform to facilitate any of the prohibited items above.
- 13.3 **Our enforcement rights.** We may remove any Listing or Content, refuse or cancel any transaction, and suspend or terminate any account that we reasonably believe violates this Section, with or without notice (see Sections 18 and 23).
14. Weapons, Replicas and Imitation Firearms
- 14.1 **Strict prohibition on functional and realistic items.** The Platform strictly prohibits firearms, firearm parts and critical firearm components, functional weapons, and realistic imitation or replica firearms. Canadian law regulates both real firearms and items that resemble them; for example, the *Criminal Code* (s. 84) defines a “replica firearm” and regulates imitation firearms, and certain realistic imitations are treated seriously regardless of whether they can actually fire.
- 14.2 **Legitimate creative content.** We recognize that cosplay, collectibles, prop-making, gaming accessories, fantasy weapons, anime and sci-fi props, airsoft-style items and similar fan-created items are a legitimate part of the 3D-printing community. These are permitted provided they are not designed to function as weapons, are not realistic imitations of real firearms, and do not otherwise breach Section 13. Where an item falls in a grey area, we may classify, restrict, age-gate or remove it at our discretion.
- 14.3 **How we moderate.** Our approach is to prohibit the items above and to enforce on report, supported by proactive safeguards. We use automated keyword and content flagging and may route flagged Listings or uploads to manual review before they become publicly visible. We may also act on user reports. We reserve broad authority to moderate proactively, to remove content immediately, and to suspend or terminate accounts, but we do not guarantee that we will detect or remove every prohibited item.
15. Regulated, Unsafe and Safety-Critical Items

- 15.1 **Seller compliance.** If you make, list or sell items through the Platform, you are responsible for ensuring they comply with all applicable product-safety, labelling and regulatory requirements, including (where they apply) the *Canada Consumer Product Safety Act* and regulations for items such as children's toys, products that may pose choking or other hazards, and items intended to contact food. You agree to cooperate with any recall, takedown, suspension, refund, notice or other corrective action where a product or file you provide creates, or is reasonably believed to create, a safety, regulatory or legal issue.
- 15.2 **Not for safety-critical use.** 3D-printed items and digital design files are not, unless expressly stated and appropriately certified, suitable for safety-critical, structural, load-bearing, medical, protective, automotive, aerospace or similar applications where failure could cause injury or significant loss. You must not market or use items or files for such applications unless you are qualified and authorized to do so and have satisfied all applicable requirements.
- 15.3 **Nature of 3D printing.** You acknowledge that 3D-printed results vary with the file, printer, material and settings used, that dimensional tolerances and material properties differ between prints, and that a file or print may not be fit for any particular purpose. The Platform does not test or certify files, prints or products.
16. Intellectual Property and Content
- 16.1 **Your Content.** You retain ownership of the Content you upload. You grant Creo Things a non-exclusive, worldwide, royalty-free license to host, store, reproduce and display your Content to the extent necessary to operate the Platform and to provide the services you request, and to use thumbnail or preview versions of your Content to promote your listing, your seller profile, the relevant marketplace category, or the Platform feature in which your Content appears. For files offered under a Platform-Only Access License, you authorize us to generate degraded previews and to control access through authenticated, short-lived links. Where you request that your file be printed by a Maker, you authorize us to provide the Maker with the access or copy reasonably necessary to fulfil your order, subject to the Maker's obligations under the Maker / Seller Agreement.
- 16.2 **Your responsibility for rights.** You represent that you own or have all rights necessary to upload your Content and to grant the licenses you offer, and that your Content does not infringe any third party's intellectual-property or other rights. Compliance with intellectual-property law is your responsibility.
- 16.3 **Reporting alleged infringement (Notice-and-Notice).** Creo Things operates under Canada's notice-and-notice regime (the *Copyright Act*, ss. 41.25–41.27). A rights holder who believes Content infringes their copyright may send us a notice that complies with the Act. On receipt of a compliant notice, we will forward it to the relevant User as required and may, at our discretion, remove or disable access to the Content. We do not adjudicate ownership disputes between Users and rights holders. Forwarding a notice is not a determination that any Content is infringing and is not an admission of liability by us or by the User.
- 16.4 **Trademark and other complaints.** For alleged trademark infringement or other rights complaints not covered by the notice-and-notice regime, we act on receipt

of a credible complaint and may remove Content and take enforcement action at our discretion.

- 16.5 **Repeat infringers.** We may suspend or terminate the accounts of Users who repeatedly infringe or are the subject of repeated credible complaints.

17. Our Intellectual Property

- 17.1 The Platform, and the Creo Things name, logos and branding, are owned by Creo Things or its licensors and are protected by intellectual-property laws. We grant you a limited, non-exclusive, non-transferable, revocable license to use the Platform for its intended purpose under these Terms. You may not copy, modify, reverse-engineer or use our name, logos or branding without our prior written consent.

- 17.2 If you give us feedback or suggestions about the Platform, you grant us a perpetual, royalty-free license to use them without obligation to you.

18. Trust, Safety and Moderation

- 18.1 We maintain community standards and may use automated tools, manual review and user reporting to enforce them. We may, at our discretion and without obligation, review, refuse, label, age-gate, restrict, remove or delay any Content or Listing, and suspend or terminate accounts, to protect Users and the integrity of the Platform.

- 18.2 Our moderation rights are discretionary. Our exercise (or non-exercise) of them does not make us responsible for User Content or conduct, and does not create a duty to monitor all Content.

19. Third-Party Services

- 19.1 The Platform relies on third-party providers, including **Stripe** (payment processing), **Vercel** (infrastructure hosting) and **Supabase** (data storage). Your use of the Platform may be subject to Stripe's terms, in particular where payments are processed through Stripe's marketplace or connected-account functionality; Vercel and Supabase act as our infrastructure and storage providers and do not provide services directly to you. We select our vendors responsibly and take reasonable steps toward secure integration, but we are not responsible for the acts, omissions, outages or security of third-party services beyond our reasonable control.

20. Privacy

- 20.1 Our collection, use and disclosure of personal information is governed by our **Privacy Policy**, which forms part of these Terms and describes how we handle personal information consistent with our obligations under applicable Canadian privacy law, including the *Personal Information Protection and Electronic Documents Act* (PIPEDA). By using the Platform, you acknowledge our Privacy Policy and, where consent is required, consent to our collection, use and disclosure of personal information as described there.

21. Disclaimers and Limitation of Liability

- 21.1 **As is.** Except as required by law, the Platform is provided "as is" and "as available", without warranties of any kind, whether express or implied. We do not

warrant that the Platform will be uninterrupted, error-free or secure, or that any file, product or service offered by a User will meet your expectations.

- 21.2 **User transactions and items.** To the maximum extent permitted by law, we are not liable for: the acts or omissions of other Users; the quality, safety, legality or fitness of any file, product or service; defective prints or manufacturing defects; intellectual-property infringement by Users; or any loss, injury or damage arising from in-person interactions or meetups.
- 21.3 **No indirect damages; cap.** To the maximum extent permitted by law, we are not liable for indirect, incidental, special or consequential damages, and our total aggregate liability arising out of or relating to the Platform or these Terms will not exceed the greater of (a) the total fees you paid to Creo Things in the 12 months before the event giving rise to the claim, and (b) CAD 100.
- 21.4 **Consumer rights preserved.** Nothing in these Terms excludes or limits liability that cannot be excluded or limited under applicable law, including for fraud, for personal injury caused by negligence, or any non-waivable consumer right. The *Consumer Protection Act, 2002* (Ontario) prevails over any inconsistent term to the extent it applies.

22. Indemnification

- 22.1 To the maximum extent permitted by law, you agree to indemnify and hold harmless Creo Things and its directors, officers and employees from any claim, loss, liability, cost or expense (including reasonable legal fees) arising out of: your Content; your use of the Platform; your transactions with other Users; your breach of these Terms; or your violation of any law or third-party right.

23. Suspension and Termination

- 23.1 You may stop using the Platform and close your account at any time. We may suspend or terminate your access, with or without notice, if you breach these Terms, if required by law, or to protect the Platform or other Users.
- 23.2 On termination, the provisions that by their nature should survive (including Sections 4.5, 10, 11.4, 13, 14, 15, 16, 17, 21, 22 and 24) continue to apply. Pending transactions may be completed, cancelled or refunded as appropriate.
- 23.3 Where it is reasonable and lawful to do so, we will give you notice of a suspension or termination, the general reason for it, and an opportunity to respond. We need not do so where we are legally prohibited, where there is a risk to safety or to other Users or the Platform, or in cases of fraud, illegality or repeated breach.

24. Governing Law and Dispute Resolution

- 24.1 **Governing law.** These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable there, without regard to conflict-of-laws rules.
- 24.2 **Consumers.** If you are a consumer, we will first try to resolve any dispute informally. If we cannot, you may pursue your dispute through mediation or the courts. Nothing in these Terms requires you to arbitrate a dispute or waive any right to commence or participate in a class proceeding, and nothing limits your

rights under the *Consumer Protection Act, 2002* (Ontario). The courts of Ontario have jurisdiction over consumer disputes, and you may also have access to the Small Claims Court.

- 24.3 **Makers, Sellers and other business users.** If you use the Platform in a business capacity (including as a Maker, Creator or Seller), any dispute that cannot be resolved informally will be finally resolved by binding arbitration seated in Toronto, Ontario, conducted in English under the *Arbitration Act, 1991* (Ontario), before a single arbitrator. This clause does not prevent either party from seeking urgent injunctive relief from a court. Maker- and Seller-specific dispute terms in the Maker / Seller Agreement supplement this Section.

25. General

- 25.1 **Entire agreement.** These Terms, together with the Privacy Policy and (for Sellers) the Maker / Seller Agreement and any Creator Licensing Terms, are the entire agreement between you and us regarding the Platform.
- 25.2 **Changes to these Terms.** We may update these Terms from time to time. For minor or procedural changes, we will post the updated Terms on the Platform. For changes that materially affect your rights or obligations, we will give you reasonable advance notice (for example, by email or through the Platform) before they take effect. If you do not agree to a material change, your remedy is to stop using the Platform and close your account before the change takes effect, and where the law requires your consent to a change we will obtain it. Your continued use of the Platform after a change takes effect constitutes acceptance.
- 25.3 **Electronic communications.** You agree that we may communicate with you electronically and that agreements entered and acceptances given electronically (including by clicking to accept) satisfy any legal requirement that they be in writing.
- 25.4 **Severability.** If any provision is held unenforceable, the remaining provisions continue in effect, and the unenforceable provision is modified to the minimum extent necessary.
- 25.5 **Assignment.** You may not assign these Terms without our consent. We may assign them in connection with a reorganization, merger or sale.
- 25.6 **No waiver.** Our failure to enforce any provision is not a waiver of it.
- 25.7 **Events beyond our control.** We are not liable for any delay or failure to perform caused by events beyond our reasonable control.
- 25.8 **Notices and contact.** We may provide notices to you through the Platform or by email. You may contact us, including to report prohibited items or alleged infringement, at legal@creothings.com.