

Terms of Service

Last updated: July 1, 2015

These Terms of Service (“**Terms**”) govern your access to and use of Roboplan Technologies Ltd’s d/b/a LetItMake (“**LetItMake**”) website located at www.letitmake.com (the “**Site**”), and services made available through our Website including the ability to download and upload (directly or through third party services) Project and Project Designs, provide Contributions and other Content, message forum and commerce service (collectively defined herein as the “**Services**”), and any Content, Project Design and Contributions as such terms are defined below. Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms and represent and covenant that you are able to form a binding legal agreement.

Further, your use of the Services is subject to those additional terms and conditions provided by LetItMake and, subject to LetItMake’s sole discretion, applicable to certain information, products, and services offerings available through our Services. Such additional terms and conditions include, but are not limited to, license agreements, supplementary user agreements, and the Privacy Policy (collectively, “**Additional Terms**”). The Additional Terms are hereby incorporated by reference into these Terms (if there is any conflict between the Additional Terms and these Terms, the Additional Terms shall prevail with respect to the subject matter of such Additional Terms).

THESE TERMS AND CONDITIONS FORM A BINDING LEGAL AGREEMENT BETWEEN YOU AND LETITMAKE WHICH INCLUDES A RELEASE AND ASSUMPTION OF LIABILITY BY YOU. BY AGREEING TO THESE TERMS, YOU ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS.

YOUR USE OF THE PROJECT DESIGNS AND PROJECT KITS MADE AVAILABLE ON THE SITE CREATES THE DANGER AND RISK OF PERSONAL INJURY, PROPERTY DAMAGE AND DEATH. BY ACCESSING AND USING THE PROJECT DESIGNS AND PROJECT KITS, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREE TO THESE TERMS AND CONDITIONS; THAT YOU VOLUNTARILY ACCEPT ALL RISKS AND ASSUME ALL LIABILITY IN CONNECTION WITH YOUR USE OF THE PROJECT DESIGNS AND PROJECT KITS; AND THAT YOU SPECIFICALLY RELEASE ALL CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.

1. **The Service**

LetItMake provides a web-based platform which enables users to share in the development of products containing both hardware and software elements (each, a “**Project**”). Our Service allows users to download designs for do-it-yourself Projects, to purchase pre-fabricated kits for Projects, to order materials required for such Projects, as well as to interact with other users and provide feedback on the Projects in order to improve, create and share new Projects.

The nature of the Service (or any part thereof) may change from time to time without prior notice. In addition, LetItMake may cease (permanently or temporarily) providing the Service (or any part thereof) to you or generally to other users with or without prior notice.

2. Eligibility

The Services are intended for and offered to natural persons, at least 13 years old. You may not use the Service and may not accept these Terms of Service if: (i) you are not of legal age to form a binding contract in the territory where you reside, or (ii) you are a person barred from using the Service under applicable laws including the country in which you are resident or from which you access the Service. Subject to applicable law, LetItMake may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time.

3. User Account

Most of the Services are provided without the need to register, while some of the Services, such as use of the forum available on the Site or purchase of Project Kits (as defined below) require registration. Some Services may be made available for free while others may incur charges. LetItMake reserves the right to change which Services require registration at any time and may ask you to confirm your registration for additional Services. You may log in to the Service in various means, either through direct log in or using third party authentication service. LetItMake reserves the right to either discontinue such registration process or use any other service at any time.

If you choose to register and login not through a third party services you will be requested to choose a user name and a password which you will be required to provide during your subsequent log-ins.

You are entirely responsible for maintaining the confidentiality of your password and account information. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify LetItMake immediately of any unauthorized use of your account or any other breach of security. LetItMake will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by LetItMake or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the express permission of the account holder.

4. Rules of Conduct in Using the Site

As a condition of use, you agree to use the Service solely for lawful purposes and not to use the Service for any purpose that is prohibited by these Terms. You are responsible for all of your activity in connection with the Service. By way of example, you shall not (and shall not permit any third party to) either (i) take any action or (ii) download, upload, submit, post, or otherwise distribute or facilitate distribution of any Content on or through the Service that:

- a. is illegal, threatening, abusive, invasive of any person's privacy, harassing, defamatory, libelous, false, deceptive, fraudulent, misleading, untruthful, tortious, obscene, offensive, pornographic, or otherwise inappropriate, as LetItMake may determine in its sole discretion;
- b. violates any right of publicity, or other right of any person or entity, or any law or contractual obligation;
- c. infringes any patent, copyright, trademark or other intellectual property right;
- d. constitutes unauthorized or unsolicited advertising, junk or bulk email;

- e. contains any harmful or malicious software or computer codes, files or programs that are designed or intended to damage, disrupt, interfere with, or limit, the proper functionality of any software or hardware, or that enables to obtain unauthorized access to any system, data, password or other information of LetItMake, its users, or any other individual or entity; or
- f. impersonates any individual or entity, including, without limitation, employees or representatives of LetItMake.

5. Content

For purpose of these Terms, the term "**Content**" shall include, without limitation, all comments and information, data, text, photos, graphics (in static or interactive feature) and any other material uploaded, downloaded or made available through the Services.

"Content" expressly excludes all Project Designs and Contributions which are governed by the terms of section 11 below.

LetItMake is not obligated to monitor or control Content posted by users on the Service (including, without limitation, User Content) or other individuals or entities, and cannot be responsible for such Content. Any access, use or reliance on any Content posted through the Service or obtained by you through the Service is at your own risk.

All Content is the property of its copyright owner(s) or other rights-holder(s). Except as expressly provided in these Terms, use of the Service does not grant, waive or limit any ownership rights of such owners or right-holders.

LetItMake grants you a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use LetItMake's Content, solely in connection with the Service. You are prohibited from using, including, without limitation, copying or making any alteration of or derivative works based upon, the LetItMake's Content for any purpose other than your own personal use in connection with the Service and at all times subject to these Terms of Service.

6. User's Content

LetItMake enables you to add, create, submit, distribute, make available, post or allow others to access or use your Content ("**User's Content**") through the Service, e.g. through the forum or other designated public areas on the Site. By submitting any User's Content on or through the Service, you:

- a. acknowledge that you are publishing such User's Content, and that you may be identified publicly by your User Name in association with such User's Content;
- b. understand that whether or not such User's Content is published, LetItMake does not guarantee, and is not under any obligation of, confidentiality with respect to any User's Content, and agree that any User's Content provided in connection with the Service is provided on a non-confidential unrestricted basis;

- c. represent and warrant that you own or have all necessary rights and permissions to use and authorize LetItMake and users of the Service to use all intellectual property rights in and to any User's Content, and to enable inclusion and use thereof in connection with the Service;
- d. represent and warrant that your User's Content does not infringe or violate the rights of any third party, including, without limitation, any copyright, trademark, patent, or other intellectual property or proprietary right, or any right of privacy;
- e. grant LetItMake a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid, sub-licensable and transferable right and license to use, edit, modify, reproduce, publish, make available, store, distribute, prepare derivative works based upon, display, perform, and otherwise exploit and use User's Content in connection with the Service and LetItMake's business, including, without limitation, in connection with any marketing efforts;
- f. waive any "moral rights" or other similar rights you may have in such User's Content; and
- g. without limiting subsection (e) above, agree that LetItMake shall have the right, but not the obligation to, edit, delete, modify, reformat, or translate any User's Content submitted by you, at any time, without notice to you, and for any reason (including, without limitation, upon receipt of a claim relating to such User's Content, or if LetItMake is concerned that you may have violated these Terms), or for no reason.

You further acknowledge and agree that if you choose to share your User's Content or make User's Content available in a forum or otherwise in connection with the Service, you do so at your own risk. You shall be solely responsible for any User's Content submitted by you and to the consequences of posting or publishing such User's Content.

You understand that when using the Service, you may be exposed to User's Content from a variety of sources, and that LetItMake is not responsible for the accuracy, usefulness, safety, or intellectual property rights of, or relating to, such User's Content. You may be exposed to User's Content that are inaccurate, offensive, indecent or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against LetItMake with respect thereto and you agree to indemnify and hold LetItMake, its affiliates and their respective directors, officers, employees and agents harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit through the Service.

7. Copyright policy

LetItMake operates a clear copyright policy in relation to any Content which is alleged to infringe the copyright of a third party as follows:

LetItMake respects the intellectual property rights of others and expects users of the Services to do the same. LetItMake will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please follow our Copyright Policy available at: www.letitmake.com/copyright.

Generally, and without limiting the details in the copyright policy, LetItMake reserves the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without

liability to you. In appropriate circumstances, LetItMake will also terminate a user's account if the user is determined to be a repeat infringer. A repeat infringer is a user who has been notified of infringing activity more than twice.

8. Third Party Websites

The Service contains links to websites or pages which are not maintained by LetItMake. Links to third party websites are provided for your convenience and information only. Third party web sites are not under LetItMake's control and LetItMake is not responsible for the content or accuracy of those sites or the products or services offered on or through those sites. The inclusion of a link through the Service does not imply LetItMake's endorsement of the third party website nor is that LetItMake affiliated with the third party website's owners or sponsors.

9. Proprietary Rights

LetItMake (or its licensors) retains sole and exclusive ownership of all rights, title and interests in the Service and LetItMake's Content and all intellectual property rights relating thereto. This provision shall survive termination and expiration of this Terms of Service and shall remain in full force and effect thereafter. Except as expressly stated in this Terms of Service, no other rights are granted or conveyed to you by LetItMake, or will be deemed to be granted and conveyed, whether by implication, estoppel or otherwise.

10. LetItMake Trademarks

Any and all trademarks, service marks, product names, and trade names of LetItMake appearing on or through the Service are exclusively owned by LetItMake. All other trademarks, service marks, product names, and logos appearing on or through the Service are the property of their respective owners. You may not use or display any trademark, service mark, product name, trade name, or logo appearing on or through the Service without the owner's prior express consent.

11. License Agreements and Contributions

1) LetItMake's Projects License Agreement LetItMake

- a. LetItMake makes its various Projects Designs available to end users under the GPLv3 license with additional supplemental terms which is made available along with each of our Projects ("**License Agreement**").
 - i. For the purpose of clarity and interpretation the term "The Program" under the GPL 3.0 license applies to the Project Design.
 - ii. For all aspects of the Design Project which are not provided in software form the term Source code in the GPL license shall apply to the Project Design.
 - iii. The term Object Code in the GPL license shall apply to the products arising from the Project Design with all applicable and necessary changes to section 6 to the GPL 3.0 license.

- b. The License Agreement is an agreement solely between you and LetItMake with respect to the applicable Project Design.

2) User's Projects License Agreement

- a. You may upload your own Projects to the Site which may include Project Designs. Each Project Design shall be accompanied by its relevant licenses which shall govern the permitted uses of the Project Designs other than with respect to LetItMake; provided that each Project Design you submit to the Site must allow for Contributions of other users.
- b. By publishing, sharing or posting your Project Design or otherwise making it available for other users to use, view or access through the Service, you hereby represent and warrant that you own all rights and title in and to the Project Design and that you have all required rights to allow you to grant all licenses contemplated hereunder. Notwithstanding any license you choose for the distribution of your Project Design, You agree to indemnify, defend and hold harmless LetItMake, its officers, directors, owners, agents, employees and suppliers from all claims, losses, liability, damages, costs and expenses (including but not limited to reasonable attorney's fees) arising out of related to your Project Design.
- c. By publishing, sharing or posting your Project Design or otherwise making it available for other users to use, view or access through the Service, you grant to each other user of the Service a license in accordance with the terms of the license selected by you and posted or linked with your Project Design. You may choose any license form you wish but are required to include a license for your Project Design. Such license is an agreement solely between you and the other user (as licensee) of your Project Design.
- d. By publishing, sharing or posting your Project Design or otherwise making it available through the Service you hereby grant LetItMake a perpetual, worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable license under any and all applicable intellectual property rights you may have now or in the future to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute your Project Design and such derivative works.

3) Contributions to LetItMake's Projects or User's Projects

- a. By publishing, sharing or posting your Contribution to LetItMake's Project Design or otherwise making it available for other users to use through the Service, you hereby agree that your Contribution will be provided to end users under the License

Agreement and further agree that your Contribution is licensed to LetItMake under these Terms.

- b. Except for Contributions for LetItMake's Project Design as detailed in subsection 11(3)(a) above, if the license which accompanies the applicable Project Design does not prohibit or otherwise restrict it, you may affix any form of license you wish to your Contribution, such license is an agreement solely between you and the other user (as licensee) of your Contribution.
- c. By publishing, sharing or posting a Contribution to a Project Design (either a user's Project Design or LetItMake's Project Design) or otherwise making it available through the Service you hereby grant LetItMake a perpetual, worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable license under any and all applicable intellectual property rights you may have now or in the future to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute your Contribution.
- d. By publishing, sharing or posting your Contribution to a Project Design or otherwise making it available for other users to use, view or access through the Service, you hereby represent and warrant that you own all rights and title in and to the Contribution to LetItMake's Project Design and that you have all required rights to allow you to grant all rights and licenses contemplated hereunder.
- e. You agree to indemnify, defend and hold harmless LetItMake, its officers, directors, owners, agents, employees and suppliers from all claims, losses, liability, damages, costs and expenses (including but not limited to reasonable attorney's fees) arising out of related to your Contributions to LetItMake's Projects or other Users Projects.

"Project Design" means software, hardware, any source code, design files and specs, layout data, schematics, bill of materials, manufacturing information and any additional information and documentation related to any Project that may be hosted or made available to download through the Service

"Contributions" means any original work of authorship, invention, derivative work or improvement including any modifications or additions to an existing Project Design that is submitted by you through the Service for inclusion in, or documentation of, any Project Design.

12. **Product Kit Purchase, Delivery and Cancellation Policy**

LetItMake may offer from time to time to purchase pre-fabricated Project kits for assembly of certain Projects. The Project Kits shall include pre-fabricated components, circuit boards and such other items

as may be determined by LetItMake ("**Project Kits**"). The Project Kit may include all or part of the components required for the Assembly of the Project in accordance with the Project Design.

Prices for the Project Kits are available on the Site. Features of the Project Kits as well as prices are subject to change. Any such change shall be effective immediately upon publication at the appropriate location on the Site. All fees may be subject to taxes. LetItMake may collect taxes (e.g., sales tax or VAT) on any transaction where it reasonably believes that tax collection is required and may adjust pricing accordingly.

Subject to applicable law, users who purchase Project Kits have 14 days after their purchase to cancel and receive a full refund. After the cancellation period ends, all purchases are final and all fees paid are non-refundable, even if your account is later terminated by LetItMake. If your account is terminated due to your breach of these Terms during the relevant cancellation period, you will not be refunded. If you have questions, please contact us at support@letitmake.com. Notwithstanding the foregoing, LetItMake may, in its sole discretion, make refunds if it determines that the circumstances warrant a refund.

The ordered Project Kit shall be shipped to you using a common carrier only after full payment. You will be informed by email of the shipment date. Title and Risk of loss of the Project Kit shall transfer to you on the shipment date upon delivery of the Project Kit to the common carrier.

For the avoidance of doubt, ownership of the Project, including without limitation, any intellectual property related to the Project Kits, is and shall remain the sole and exclusive property of the Project owner(s) and your use of the Project is subject to the license detailed in section 11.

The Project Kits are intended for skilled hobbyists interested in learning and building products through the use of do-it-yourself kits and materials. As with any do-it-yourself project, the Project Kits carry the risk of personal injury, property damage or death and Your use of the Project Kits is at your sole risk. The Service is not a substitute for your own judgment or independent professional testing, design, estimation or analysis, as applicable. You are responsible for establishing the safety, accuracy and completeness of Project Kits or any part thereof, and the assembly, results, output or any materials used or developed by you in connection therewith, including all items viewed, designed or created using the Project Kits. There is no support, maintenance or service level agreement made in connection with the Project Kits (except to the extent required according to applicable law).

13. Restriction of use of Project Designs and resulting products

We expect you to respect the rights and dignity of others. In accessing or using the Service, you agree and undertake not to upload any Project Design or Contribution which, in it of itself or its resulting product may be (or may be used to perform any of the following):

- a. threatening, degrading, unlawful, unsafe, harmful, abusive, harassing, stalking, hateful, defamatory, libelous, fraudulent, offensive, inappropriate, obscene, pornographic, vulgar or otherwise objectionable;
- b. violates any applicable law, rule or regulation, or could give rise to legal liability;

- c. violates or infringes any right(s) of ours or of any other person, firm or entity (including contractual and fiduciary rights, copyrights, trademarks, and rights of privacy and publicity);
- d. is misleading or false, or falsely implies an endorsement by us, our affiliates, employees, partners, licensors, licensees or suppliers;
- e. presents a significant risk to public safety or promotes the dangerous or unlawful use of ammunition, explosives, firearms, weapons or other similar materials;
- f. violates any code of conduct or other guidelines applicable to any other area of the Service.
- g. Requires or promotes a dangerous manufacturing/assembly process

14. Disclaimer of Warranties

THE PROJECTS, PROJECT DESIGNS AND PROJECT KITS MAY NOT BE SUITABLE FOR YOUR USE AND WE MAKE NO REPRESENTATION OR WARRANTY AS TO THEIR QUALITY OR SAFETY. THE PROJECTS, PROJECT DESIGNS AND PROJECT KITS DO NOT UNDERGO INDEPENDENT PROFESSIONAL TESTING, DESIGN, ESTIMATION OR ANALYSIS. THE PROJECTS, PROJECT DESIGNS AND PROJECT KITS ARE NOT TESTED IN ALL SITUATIONS UNDER WHICH THEY MAY BE USED AND MAY NOT ACHIEVE THE RESULTS YOU DESIRE. LETITMAKE WILL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY RESULTS OR OUTPUT OBTAINED OR OTHERWISE VIEWED THROUGH THE SERVICE OR ANY PROJECTS, PROJECT DESIGNS AND PROJECT KITS AVAILABLE THROUGH THE SERVICE. YOU ARE SOLELY RESPONSIBLE FOR YOUR ACCESS AND USE OF THE SERVICE AND THE PROJECTS, PROJECT DESIGNS AND PROJECT KITS, WHICH INCLUDES, BUT IS NOT LIMITED TO, THE DETERMINATION OF APPROPRIATE USES FOR THE PROJECTS, PROJECT DESIGNS AND PROJECT KITS AND THE SELECTION OF THE SERVICE, CONTENT AND OTHER PROGRAMS TO ACHIEVE YOUR INTENDED RESULTS. YOU ARE ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE SAFETY, RELIABILITY, SUITABILITY, ACCURACY AND COMPLETENESS OF THE PROJECTS, THE PROJECT DESIGNS AND PROJECT KITS, THEIR OUTPUT OR MATERIALS USED AND/OR DEVELOPED, INCLUDING ALL ITEMS VIEWED, DESIGNED AND/OR CREATED USING THE SERVICE, INCLUDING ANY CONTRIBUTIONS.

THE SITE, SERVICE, CONTENT, PROJECTS, PROJECT DESIGNS, PROJECT KITS CONTRIBUTIONS, OR ANY PART THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS, AND WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, LETITMAKE EXPLICITLY DISCLAIMS ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND QUALITY OF SERVICE AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, EXAMPLE OR DESCRIPTION. ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY LETITMAKE AND WAIVED BY YOU. LETITMAKE MAKES NO WARRANTY THAT THE SITE, SERVICE, CONTENT, PROJECTS, PROJECT DESIGNS, PROJECT KITS CONTRIBUTIONS, OR ANY PART THEREOF WILL MEET YOUR EXPECTATIONS, BE FREE FROM DEFECT IN DESIGN OR WORKMANSHIP, BE FREE OF MALWARE, VIRUSES OR TROJAN HORSES, OR THAT SITE, SERVICE, CONTENT, PROJECTS, PROJECT DESIGNS,

PROJECT KITS CONTRIBUTIONS, OR ANY PART THEREOF WILL BE ACCURATE, RELIABLE OR CURRENT, OR THAT THE SERVICE WILL BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOUR USE OF SITE, SERVICE, CONTENT, PROJECTS, PROJECT DESIGNS, PROJECT KITS, CONTRIBUTIONS, OR ANY PART THEREOF, IS AT YOUR OWN DISCRETION AND SOLE RISK, AND THAT THE ENTIRE RISK OF PERSONAL INJURY, PROPERTY DAMAGE OR DEATH, AND THE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SITE, SERVICE, CONTENT, PROJECTS, PROJECT DESIGNS, PROJECT KITS CONTRIBUTIONS, OR ANY PART THEREOF, OR THE DECISIONS THAT YOU MAY MAKE REGARDING THE SITE, SERVICE, CONTENT, PROJECTS, PROJECT DESIGNS, PROJECT KITS CONTRIBUTIONS, OR ANY PART THEREOF, IS SOLELY YOURS.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LETITMAKE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL LETITMAKE'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE SITE, SERVICE, CONTENT, PROJECTS, PROJECT DESIGNS, PROJECT KITS, CONTRIBUTIONS, OR ANY PART THEREOF EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNTS PAID BY YOU TO LETITMAKE FOR THE APPLICABLE PROJECT KIT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

16. Statute of Limitation

To the extent permitted under applicable law, any action, claim or proceeding of any kind against LetItMake, its officers, directors, owners, agents, employees and suppliers under or related to this Agreement, its subject matter, or the relationship between the parties with respect to this Agreement or its subject matter shall be brought within one year after the cause of action accrues.

17. Privacy Policy

Any information that you provide to LetItMake through the Service is subject to LetItMake's Privacy Policy which can be found www.letitmake.com/privacy and is hereby incorporated by reference. Your use of the Service constitutes your consent to the collection and use of your personal information, as described in the Privacy Policy.

18. Termination

LetItMake may terminate your access to all or any part of the Service at any time, with or without cause, or with or without notice, effective immediately, such termination may result in the destruction of all information and data associated with your Account. If you wish to terminate your Account, you may do so by sending LetItMake an email to support@letitmake.com specifying your request and providing LetItMake with your name and email address. If you terminate your Account, your profile will be removed from the Service, however, deletion may not be immediate and LetItMake may continue keeping your personal information in its records for billing purposes, audits and other administrative purposes.

19. Miscellaneous

These Terms of Service constitutes the entire agreement between the parties concerning the subject matter hereof. The Service shall be provided in accordance with, and these Terms of Service shall be governed by, the laws of the State of Israel without giving effect to any principles of conflicts of laws thereof, and the eligible courts in Tel Aviv, Israel shall have exclusive jurisdiction over all disputes between the parties related to this Terms of Service. You may not assign or otherwise transfer by operation of law or otherwise these Terms of Service or any right or obligation herein without the express written consent of LetItMake. LetItMake expressly reserves its right to assign or transfer these Terms of Service and to delegate any of its obligations hereunder at its sole discretion. If any part of these Terms of Service is found void and unenforceable, it will not affect the validity of the balance of the Terms of Service, which shall remain valid and enforceable according to its terms. The failure of LetItMake to act with respect to a breach of these Terms of Service by you or others shall not constitute a waiver and shall not limit LetItMake's rights with respect to such breach or any subsequent breaches.

20. Changes to the Terms of Service

LetItMake may, in its sole discretion, make changes to these Terms of Service, from time to time with or without notice to you. Each time changes are made to these Terms of Service, a revised version of these Terms of Service will be posted on this page. You can determine when the Terms of Service were last modified by checking the "last updated" notice on the top of the Terms of Service. Your continued use of the Service following such changes constitutes your acceptance of any such changes. You can review and are encouraged to check, from time to time, the most current version of these Terms of Service. At all times, the latest version of these Terms of Service shall be binding and prevail over any other version.