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## See3D, Inc.

### Terms of Service

**Effective Date:** February 1, 2025

Thank you for visiting See3D, Inc. ("Organization", "we", "our", or "us"). These Terms of Service ("Terms") govern your access to and use of our website, See3D.org (the "Website"). By accessing or using the Website, you agree to comply with and be bound by these Terms, including our **Privacy Policy**, which describes how we collect, use, and protect your personal information.

If you do not agree to these Terms, please do not use the Website.

#### 1. Introduction

See3D, Inc. is a **501(c)(3) tax-exempt** nonprofit organization based in Ohio, dedicated to [insert your nonprofit's mission]. These Terms govern your use of the Website, including any content, functionality, and services offered.

The Website collects personal information, including names, email addresses, phone numbers, and physical addresses, and uses website links. By using the Website, you consent to the collection and use of such data in accordance with our **Privacy Policy**.

#### 2. Use of the Website

By accessing or using the Website, you agree to:

- Comply with all applicable laws and regulations, including **federal laws of the United States, state laws of Ohio**, and, if you are located in the **European Union (EU)**, the **General Data Protection Regulation (GDPR)**.
- Use the Website only for lawful purposes, and not for any unlawful, harmful, or fraudulent activities.

You are responsible for ensuring that any information you provide to us is accurate, up-to-date, and complete. You agree not to engage in any conduct that could disrupt the functionality of the Website.

#### 3. Donations and Contributions

Donations made through the Website are processed securely and are voluntary. By donating to See3D, Inc., you acknowledge and agree to the following:

- **Tax-Deductible Donations:** Donations are tax-deductible to the extent permitted by law under **Section 501(c)(3)** of the Internal Revenue Code.
- **Non-Refundable Donations:** Donations are non-refundable, except in cases of technical errors during the processing of payments.
- **Security of Transactions:** We use secure payment gateways to process donations, but we do not store your credit card information directly on our Website.
- **Charity Ratings and Guidelines:** As a tax-exempt nonprofit, we adhere to IRS guidelines, and we are committed to transparency in our financial reporting.

## 4. Privacy Policy and Data Collection

By using the Website, you agree to the collection and use of personal data as described in our **Privacy Policy**. We collect personal information, including:

- Names
- Email addresses
- Phone numbers
- Physical addresses

We use this information to:

- Provide services and communication related to our nonprofit activities.
- Process donations.
- Send newsletters, updates, and promotional materials, subject to your preferences.

### GDPR Compliance (For EU Users)

If you are located in the **European Union (EU)** or the **European Economic Area (EEA)**, the following additional provisions apply:

- **Legal Basis for Processing Data:** We process your personal data based on the following legal grounds: your consent (e.g., when you sign up for our newsletter or make a donation), the necessity for the performance of a contract (e.g., processing donations), and our legitimate interests (e.g., to improve the Website or provide customer support).
- **Your Rights Under GDPR:**
  - **Right to Access:** You have the right to request a copy of your personal data.
  - **Right to Rectification:** You can request that we correct any inaccurate or incomplete data.
  - **Right to Erasure ("Right to be Forgotten"):** You can request that we delete your personal data, subject to certain exceptions.
  - **Right to Data Portability:** You can request a copy of your personal data in a structured, commonly used format.
  - **Right to Object:** You may object to the processing of your personal data in certain circumstances.

- **Right to Withdraw Consent:** You may withdraw your consent to the processing of your data at any time.
- **Data Retention:** We retain your personal data for as long as necessary to fulfill the purposes outlined in our Privacy Policy or as required by law.

If you are a resident of the EU or the EEA, you also have the right to lodge a complaint with a data protection authority.

## 5. Intellectual Property

The content on the Website, including but not limited to text, images, logos, graphics, and multimedia, is protected by copyright, trademark, and other intellectual property laws. You may not use, reproduce, or distribute any of this content without prior written consent, except for personal, non-commercial use consistent with these Terms.

## 6. User-Generated Content

By submitting content to the Website (e.g., comments, feedback, blog posts, or other materials), you grant us a non-exclusive, royalty-free, worldwide license to use, modify, display, and distribute that content for nonprofit purposes.

You agree that you will not submit content that is defamatory, offensive, or violates any laws.

## 7. External Links

The Website may contain links to third-party websites that are not operated or controlled by See3D, Inc. We are not responsible for the content or privacy practices of these websites. You access these third-party websites at your own risk.

## 8. Limitation of Liability

To the fullest extent permitted by law, See3D, Inc. and its affiliates, directors, officers, employees, contractors, volunteers and agents shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the Website, including but not limited to:

- Loss of data
- Loss of donations
- Errors, omissions, or delays in processing transactions

## 9. Dispute Resolution and Governing Law

**Arbitration:**

Any disputes or claims arising out of or related to these Terms or your use of the Website will be resolved by binding arbitration in accordance with the **American Arbitration Association's (AAA)** rules. The arbitration will take place in Ohio, United States.

#### **Governing Law:**

These Terms are governed by and construed in accordance with the laws of the **State of Ohio**, United States, without regard to its conflict of law principles.

If you are a resident of the **European Union**, the laws of your country of residence may apply to the extent required by applicable law.

### **10. Modifications to These Terms**

We may revise or update these Terms from time to time. Any changes will be posted on this page, and the **effective date** will be updated. Please check this page periodically for updates. Your continued use of the Website after any changes constitutes your acceptance of the updated Terms.

### **11. Termination of Access**

We reserve the right to suspend or terminate your access to the Website if you violate these Terms. Upon termination, your obligation to comply with certain provisions of these Terms, such as those related to intellectual property and dispute resolution, will continue.

### **12. Contact Information**

If you have any questions or concerns about these Terms or the Website, please contact us at:

**See3D, Inc.**  
info@see3d.org

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