

**TINKERCAD RELEASE
INFORMED CONSENT AND RELEASE**

I, the undersigned parent/legal guardian, hereby understand that Cambridge Public Schools is utilizing the services of Tinkercad, which is an online application that allows users to create and build through 3D modeling. I also understand that in connection with the use of this online application in my child's class, he/she may be posting his/her name, image, likeness, spoken words, student work, performance and movement and/or other personal and/or personally identifiable information, in any form (hereinafter collectively referred to as "Works"), and displaying, publishing, distributing or exhibiting these Works or any part thereof on the Internet and that all or part of these submissions may be viewed, accessed or otherwise seen by members of the general public. I understand that in connection with the use of this online application that I will have to generate an individual account for my child and that I will have to complete an additional consent generated by Tinkercad to complete the establishment of the individual account for this online application. I further hereby acknowledge and agree that the City of Cambridge, Cambridge School Committee and Cambridge Public Schools do not own or control Tinkercad and that my child's Works shall be managed and controlled by Tinkercad in accordance with its privacy policy and terms of service and use, copies of which are attached to this release.

By entering into this informed consent and release and granting the permission as stated herein, I am expressly authorizing my child to participate, use and submit Works for posting on Tinkercad. I also am expressly authorizing the Cambridge Public Schools to use, in whole or in part, my child's Works in connection with Tinkercad, including without limitation, the posting of these Works on or through Tinkercad. I further understand that the City of Cambridge, Cambridge School Committee and/or Cambridge Public Schools and/or their respective officers, directors, agents and/or employees shall not compensate either me or my child in connection with the posting of the Works on or through Tinkercad.

By entering into this informed consent and release and granting the permission as stated herein, I also am releasing the City of Cambridge, Cambridge School Committee and Cambridge Public Schools and their respective officers, directors, agents and/or employees from and against any and all liability, loss, damage, costs, claims and/or causes of action arising out of or related to my child's Works being submitted to Tinkercad and/or for my child participating, using and submitting works to Tinkercad. I have read this Informed Consent and Release and understand its terms. I sign it voluntarily and with full knowledge of its significance.

Child's Name: _____ Grade: _____

Child's Signature: _____ Homeroom Teacher: _____

Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____

Date: _____



SIGN IN

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LEGAL NOTICES & TRADEMARKS

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Autodesk Privacy Statement

Updated: April 24, 2015

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Autodesk and you

We're focused on building tools and communities for people who imagine, design and create great things. You might be a professional, a student, or a design enthusiast working on something in your personal time. You might be engaging with us through a mobile device, desktop computer, or your web browser. No matter who you are or what you do, we appreciate that we've earned your time and attention. We also appreciate that different people have different privacy concerns

How to use this privacy statement

This privacy statement tells you about our online and offline privacy practices.

Our primary goal is to help you understand what we do (and don't do) when it comes to your personal information, so we've done our best to be clear. We've provided different ways for you to look up topics of interest to you. As a result, we may repeat important points.

In this statement we refer to our products, online services and web services, and apps (online, mobile and desktop) as "applications." Sometimes we may refer to something specific like a "website," "mobile application" or "online service" for clarity

What this privacy statement covers (and what it doesn't)

Websites and applications that link to this privacy statement are covered

This privacy statement tells you about our privacy practices for our websites and applications that include a link or reference to this statement. It also tells you about our marketing and advertising practices, and applies to our offline practices.

Sometimes there's more information in context, when you need it

Some of our websites and applications may display supplemental privacy or data collection notices that we share so you can make informed choices about what you want to do at the time you review the notices. For example, you may see a notice explaining a data collection program in an application, and your choices for participating.

Websites and applications that do not link to this privacy statement are covered by other privacy policies or statements

Sometimes, websites and applications owned by Autodesk may have their own privacy statements or policies. For example, we may buy another company to expand our business, and need some time to fully integrate the company's privacy practices with the ones we explain here.

Third parties

Third parties are responsible for their own privacy practices. These include social media platforms or other company websites that we link to from our websites and applications. Be sure to read the privacy policies, supplemental notices, and settings of all websites or platforms that you visit so you can understand their privacy practices and your options.

Terms of use, terms of service and software license agreements cover issues like content

Websites and applications are subject to terms such as our website [terms of use](#), application [terms of service](#), and [software license agreements](#). These terms can help answer questions you may have about the confidentiality and security of designs and other content you create, and the effect when you share and post content.

How to contact us

If you have privacy questions, concerns or complaints you can contact us by the methods below.

In any correspondence, please include the name of the website or application about which you are contacting us:

Contact us through our [webform](#)

By email at (remove the spaces):

privacy.questions@autodesk.com

By postal mail to:

Privacy Questions
Autodesk, Inc.
The Landmark @ One Market
Suite 500
San Francisco, CA 94105
U.S.A.

Regarding children's privacy matters, you can also contact us:

By phone at: 1-415-547-2288

By email at (remove the spaces):

For Tinkercad: tinkercad.parents @ autodesk.com

For 123D Circuits: 123DCircuits.parents @ autodesk.com

For Project Ignite: projectignite.parents @ autodesk.com

Please note that if you contact us to assist you, for your safety and ours we may need to authenticate your identity before fulfilling your request.

Self-regulatory frameworks

Autodesk complies with the US-EU Safe Harbor Framework and US-Swiss Safe Harbor Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland. Autodesk has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view our certification page, please visit <http://www.export.gov/safeharbor/>

In compliance with the US-EU and US-Swiss Safe Harbor Principles, Autodesk commits to resolve complaints about your privacy and our collection or use of your personal information. European Union or Swiss citizens with inquiries or complaints regarding this privacy statement should first contact Autodesk:

By email at (remove the spaces):

[privacy.questions @ autodesk.com](mailto:privacy.questions@autodesk.com)

By postal mail to:

Privacy Questions
Autodesk, Inc.
The Landmark @ One Market
Suite 500
San Francisco, CA 94105
U.S.A.

We have further committed to refer unresolved privacy complaints under the US-EU and US-Swiss Safe Harbor Principles to an independent dispute resolution mechanism, JAMS, in accordance with the JAMS International Mediation Rules. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed by Autodesk, please visit the JAMS web site at www.jamsadr.com for more information and to file a complaint.

Information we receive from and collect about you

We may collect information about you for a number of purposes. We've broken these down into sections for easier reference. For some sections we provide links to additional information that may help answer questions.

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[User IDs, registration, purchases, and contact with us](#)

We collect information that identifies you when you (or someone acting on your behalf, like an administrator, school or parent):

- create a user ID to access our websites or applications (including through social media credentials)
- create a user profile
- register a product or to attend an event
- make a purchase
- contact us for services, support, information or other reasons.

Some information is required, other information is optional.

For our customers who make purchases through our channel partners or ecommerce providers, we will receive personal information about you from these companies so that we can have an accurate record of applications to which you have access.

Please note that if you contact us to assist you, for your safety and ours we may need to authenticate your identity before fulfilling your request.

Data supplementation

To help keep our databases current and to provide you with more relevant content, experiences and offerings, we may combine information you give us with information from public sources and trustworthy companies (such as our resellers and ecommerce providers, and business contact databases), all in accordance with applicable law.

For example, these sources can tell us about the company size and industry of our business customers, and also help us maintain the accuracy of our databases.

Making purchases

When you make purchases through our websites, we use a payment processor and do not receive credit card or other financial information (other than confirmation that payment in a certain amount has been made). We may collect contact information from you that we pass through to the payment processor to facilitate the transaction. Our e-store is run by an ecommerce provider.

You can contact our ecommerce provider and payment vendors as set forth in their respective privacy policies:

- [Digital River](#)
- [BlueSnap](#)
- [PayPal](#)
- [Stripe](#)

Contacting us

When you contact us to request services, support or other information, we may keep a record of the communication to help resolve the matter you contacted us about and consistent with our rules around [data retention](#).

Autodesk desktop product activation, connectivity, and automatic updates

We collect system information during the desktop product activation process.

Many of our desktop applications include features that require online connectivity to make certain features work. We will collect system information during these processes. Also, if you need to login to access our desktop software or certain features, this information may be associated with you.

You can get more information by reading the terms of service or software license agreement that applies to the websites or applications you are using.

Certain of our desktop applications include features that allow you to enable automatic updates. Where these features are enabled:

- We may receive information such as whether the install was successful.
- For our 2015 professional products and beyond, we collect information that may identify you to your system administrator.

Learn more about:

- [Desktop product activation](#)

Websites and applications available on a consumption basis

Some of our websites or applications are available on a consumption basis. This means that you (or the company, organization or institution through which you receive access):

- receive access up to a certain limit
- pay for access based on your amount of use

For these types of websites and applications, we track your usage against how much access you (or the company, organization or institution through which you receive access) have been provided or paid for, as applicable.

Learn more about [sharing with your company, organization or educational institution](#).

In-application data collection programs

- [Desktop applications](#)

Some of our applications include specific data collection programs. Depending on the application or program, we may associate this data with your personal information.

Generally you will see a notice about this data collection in context, and you can follow the instructions to get more information and learn about your choices.

Here is a list of our most common programs:

- [Customer Involvement Program \(CIP\)](#)
- [Desktop Analytics Program \(DAP\)](#)
- Customer Error Reporting (CER) and similar programs

For CIP and DAP, you can change your choice by going to the Help, Preferences, or other menu as prompted, opening the program dialogue box, and following the instructions. For CIP and DAP, your choice will apply to all Autodesk desktop products installed on your computer.

For CER and other error reporting programs, a dialog box will appear in-application after the error has occurred, and you will be told what information the tool will collect, how it will be sent to us, and any other relevant information about the tool or its use. You must choose to send us the report.

- [Trial, preview and pre-release \(beta\) applications](#)

For trial, preview or beta applications your limited or full participation in an in-application analytics program may be a condition of receiving access to those products. Please review the applicable terms of service, license agreement and any specific privacy or data collection notice attached to a given application for more details. If you do not wish to participate please do not use these products.

- [Mobile applications](#)

We may use the Desktop Analytics Program in our mobile applications. We may also use third party analytics services to support analytics for some of our mobile applications. For details about a specific mobile application, please read the About section (iOS and Microsoft mobile devices) or the Legal/Privacy section (Android devices). You can opt-out of data collection for an application by following the in-application instructions. Unless the data collection notice in About or Legal/Privacy tells you otherwise, the control selection will be located in the application or device settings (iOS devices), the settings menu (Android devices) or the About section (Microsoft devices).

For convenience, here is a non-exclusive set of links to the privacy policies and opt-out instructions to services we may use:

- [Flurry](#)
 - Privacy Policy: <http://www.flurry.com/about-us/legal/privacy.html>
 - End user opt-out: Follow instructions provided via the notice in our mobile application.
 - Alternatively, please go to <http://www.flurry.com/user-opt-out.html> or see current instructions in the Flurry Privacy Policy.
- [Mixpanel](#)
 - Privacy Policy: <http://mixpanel.com/privacy/>
 - End-user opt-out: Follow instructions provided via the notice in our mobile application.
 - Alternatively, please go to <https://mixpanel.com/optout/> or see current instructions in the Mixpanel Privacy Policy.
- [Google Analytics \(Measurement Protocol SDK\)](#)
 - Privacy Policy: www.google.com/policies/privacy
 - End-user opt-out: Follow instructions provided via the notice in our mobile application.
- [Cloud services](#)

Our cloud services require you to login. In addition to providing you with entry to our systems, we monitor the general access and use of our applications and cloud services; for example, in order to:

- provide you with access to features and activities on our websites and applications
- confirm your entitlement to use specific features and services
- provide customized content and resources based on your activity
- improve our sites and applications to better serve you on whatever device you are using
- conduct research and analysis to address the performance of our sites and applications
- help maintain a secure system, detect fraud and protect you

Depending on the specific service or features of that service, we may track usage for billing or other reporting purposes ([learn more](#)).

Our websites and servers, your use of browsers

When you communicate with us, access our websites and servers through a browser, application, or other client, our servers automatically collect and record information.

For example, your browser or device may tell us:

- your browser type
- language preference
- the Internet Protocol (IP) address (which may tell us generally where you are located)
- the type of device or system you used

Your browser may also tell us information such as:

- the time and date of your request
- the page that led you to our website
- the search terms you typed into a search engine that led you to our website, if applicable.

Advertising on our websites and in applications

Our websites and applications may feature ads for other companies' products and services, as well as ads for our own applications. We collect information about ad views for reporting purposes using tools like pixels tags (for example, to see how many total unique views of an ad there are).

Please note that if you choose to click on an ad or participate in promotions of any third-party advertisers via an ad that appears in our website or application, this is solely between you and the advertiser and your participation is subject to the terms and conditions associated with that ad or promotion.

[Learn more about how we do \(and don't\) share information with third parties](#)

Advertising networks

We may work with one or more advertising networks (each an Ad Partner) who use cookies, pixels tags, or other technologies to collect information in order to serve you ads and help us track results.

Examples of this information may include, but are not limited to:

- websites you visit
- mobile apps you use
- preferences you may provide us as the application provider (such as language preferences)
- your IP address (for purposes of determining your general location)
- device ID, MAC address, and browser information

This information helps:

- ensure that appropriate advertising is shown in the application or on the website
- calculate and control the number of unique and repeat views of a given ad
- deliver ads that relate to your interests
- measure the effectiveness of ad campaigns

Some technology enables advertising to be temporarily uploaded onto your mobile device and then be replaced while you are online.

Our Ad Partners deliver ads for us and may combine the information collected or obtained from us with other information they have independently collected from other websites and/or other online or mobile products and services relating to your browser's activities across their network of websites.

You may opt out of the use of your information by Ad Partners by using the [Network Advertising Initiative tool](#). If you delete all cookies, use a different browser, or use a different computer, you will need to use the tool to renew your opt out choice.

[Get more information about online advertising from the National Advertising Initiative](#)

[Get information about online advertising from the Interactive Advertising Bureau](#)

[Learn more about how we do \(and don't\) share information with third parties.](#)

"Do not track" and similar mechanisms

Some web browsers may transmit "do-not-track" signals to websites with which the browser communicates. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they are even aware of them.

Participants in the leading Internet standards-setting organization that is addressing this issue are in the process of determining what, if anything, websites should do when they receive such signals. Autodesk currently does not take action in response to these signals. If and when a final standard is established and accepted, we will reassess how to respond to these signals.

For information about cookies, web beacons and similar technologies, please read our [Cookie Policy](#).

Social networking pages

We have pages on many social networking platforms where you can visit and communicate with us. We may collect information when you visit our social networking pages, for example if you follow or "like" us.

Be sure to review the privacy and data usage policies of any social networking platform you use to learn more about its personal information practices and your options.

Social networking widgets and third party tools

Our websites and applications may include buttons, tools, or content that links to another company's services (for example, a Facebook "Like" button on a webpage or a Google Maps feature in an application). We may collect information about your use of these features through our [application usage metrics and analytics programs](#).

In addition, when you see or interact with these buttons, tools, or content, or view our webpage or application containing them, some information from your browser may automatically be sent to the other company. Please read that company's privacy policy for more information.

Information and content that you disclose

Some of our websites and applications allow you to post "likes," comments, profile information (including profile images), videos, photographs, images, design files, and other content that may include or be associated with personal information for others to see.

Please keep the following in mind:

Be thoughtful about what you post

We urge you to be careful and thoughtful when deciding to disclose personal information on our applications and websites. If you are posting information you do not want to be disclosed publicly, make sure you are using a website or application that allows you to control who sees information you have posted.

Information you post may be disclosed to others

In some cases you can limit who can view or access information and content you post. In other cases, the information and content might be available to registered members of the application or website, or even to the general public. For example, information posted on Area, Instructables, or Socialcam will be public by default and posted under your user name.

Your personal information may be disclosed to others

Your name, user name, profile image, or email address (particularly if this is your user name) may be posted along with any message or other content you post through some of our applications and websites.

If you choose to share personal information in a public post or in a direct communication to another user through our application platform, the access limitations, security protocols and other commitments in this privacy statement will not apply to the information shared.

If you close your account after you make public posts on a forum, the posts may remain up after your account closure. In addition, copies may remain viewable in cached or archived pages of our websites, or if other end users have copied or saved the information.

Please see our section on [sharing information with companies, organizations or institutions with which you are affiliated](#).

Profile information

We want to be sure the personal information we maintain is accurate, complete and up to date. You may have the right under applicable data protection laws to access the personal information that we keep for you, on request to us, except in certain limited circumstances (for example, where an applicable law requires us to deny such access).

You can update, correct or delete your profile information by following the instructions below. Also, note that we need to retain certain records for legal or internal business reasons, and some of your information may remain on backup systems, in compliance with applicable law.

- **Autodesk ID.** Login and make edits to your profile and information by following the instructions. A [sign in help page](#) is available if you have any problems.
- **Contact ID.** Users from Japan with a Contact ID, please use the [Japan login page](#).
- **For websites that do not use Autodesk ID.** Login to the applicable website or application and make changes to your profile and information by following the instructions.
- **For applications directed to children.** Please see our [Children's Privacy Policy](#).
- **For help please contact us.**
 - Please tell us the specific website or application you need help with, along with your specific request.
 - Please note that if you contact us to assist you, for your safety and ours we may need to authenticate your identity before fulfilling your request.

Removing content you have posted

To remove content you have shared on our websites and applications, please use the same website or application feature you used to share the content and follow the instructions. An option to remove content may not always be available directly through the website or application, for example on forums.

Where someone has invited you to comment on, or view or edit content through our websites or applications, you may be able to edit or delete your contributions directly through the website or application, or the user who has invited your participation may have control over these options

If you wish to remove content that you have shared, but find that you are unable to do so directly through the website or application, please [contact us](#).

Please also see our section on [storage, retention and deletion of personal information](#).

APIs

For some websites or applications, we may allow access to certain content that you have shared, including personal information, through an application programming interface (API).

[Learn more about APIs.](#)

Customer controlled services

Autodesk customers may invite you to participate in a customer-specific site of an application, such as the Autodesk PLM360, Buzzsaw, or Constructware services. The customer site administrator manages these invitations, and requests to change or update information you provided when registering should be directed to that site administrator. AUTODESK ACTS ONLY AS A SERVICE PROVIDER TO OUR CUSTOMERS IN CONNECTION TO THESE APPLICATIONS, AND IS NOT RESPONSIBLE OR LIABLE FOR THE USE AND/OR DISCLOSURE OF PERSONAL INFORMATION ABOUT YOU BY SUCH CUSTOMERS.

Storage, retention and deletion of personal information

Where we store personal information

We store personal information and data files associated with you on Autodesk servers and servers of companies we hire to provide services to us.

This information may be stored in the United States and in other countries where Autodesk operates, and in countries where our service providers operate.

Please see the [sharing with third parties](#) section for more information about our practices and requirements we place on service providers.

If you are in the European Union, Switzerland, or other regions with laws governing data collection and use

If you are in the European Union, Switzerland, or other regions with laws governing data collection and use, you agree to the transfer to, processing and storage of your personal information in the United States and other countries, the privacy laws of which may be considered less strict than those of your region. This consent applies in addition to other legal grounds for transfer, processing and storage of your personal information, such as for contract fulfillment purposes.

See the [self-regulatory frameworks](#) section for information about our EU/US and Swiss/US Safe Harbor certification.

Data retention

We will keep personal information about you only as long as we need it:

- to honor your choices
- to fulfill the purposes described in this privacy statement

- as required or permitted by applicable laws and regulations. (For example, some laws and regulations may require us to retain certain transactional data.)

We try to maintain our services in a manner that protects information from accidental or malicious destruction. Because of this, please note that when you delete information, we may not immediately delete residual copies from our active servers and may also retain information in our backup systems.

Destruction of information

We take reasonable measures to destroy or permanently de-identify personal information in a secure manner when it is no longer required. (For example, when the information is printed on paper, we take reasonable measures to delete or destroy it by shredding or incineration; where the information is stored electronically; we use technical means to render the information unusable.)

You may also want to review the [security and integrity of personal information](#) section.

How we use personal information

We strive to use personal information about you in useful ways, including:

- **For website, application and service related purposes**
 - verifying eligibility to access our websites and applications
 - delivering services, support or information you have requested
 - for any related purpose that you would reasonably expect, such as general administrative functions
- **For communications**
 - sending necessary business communications, such as
 - application service packs
 - notices about upcoming events like an account or subscription expiration date
 - reminders that you need to take an action such as complete a payment
 - sending platform communications, such as
 - alerts someone has commented on or “liked” a post you have made
 - someone you follow has made a post
 - someone invites you to join their group or view their content
 - sending communications with information about us, including
 - newsletters
 - voluntary surveys
 - new applications
 - special offers or promotions
 - information about events

We may personalize or refine communications content for you based on the products or services you use, subject to your communications choices. For example, we may send you “tips and tricks” communications designed to help you use our products or services more efficiently.

Your communications choices

- You can subscribe to or unsubscribe from Autodesk commercial communications, using our [webform](#), or follow the unsubscribe instructions in communications you receive.
- For websites and applications where you have a user profile or dashboard, login to your account and change your communications preferences, or follow the unsubscribe instructions in communications you receive.
- If you need help please [contact us](#). Remember, we may need to contact you for business reasons so and unsubscribe or opt-out from commercial communications will not affect these business communications.

To facilitate introductions or connections

Sometimes a company or organization (including ones with which we have a business relationship) may ask us to make a business introduction to one or more users of 123dapp.com, Socialcam, Instructables, Pixlr, and similar websites and applications. We may contact you with details to ask if you are interested. We will not share your contact information without your permission.

You can say no to a specific introduction, and you can also ask not to receive requests for introductions in the future.

- **For measurement, improvement and personalization**
 - measuring and better understanding how our websites and applications are used, so we can improve them
 - tailoring your overall experience with us, including our websites, applications and marketing
- **For licensing, safety and security purposes**
 - reducing software piracy and fraud
 - ensuring our applications and websites are used in compliance with applicable terms of the law, protecting our customers and end users
- **To help you make informed choices**
 - to ask you for a permission in context (such as a marketing permission, or permission to access certain information on your mobile device)
 - as explained in any supplemental privacy or data collection notice for a website or application
- **For sharing**
 - we share information [within our family of companies](#), [with third parties](#) and with [your company, organization or educational institution](#) as described below

Sharing information inside the Autodesk family of companies

We may share your personal information within Autodesk or any of [our subsidiary companies worldwide](#) for purposes of:

- data processing or storage
- providing you with access to our websites and applications
- guiding decisions about websites, applications and communications
- for other purposes described in this privacy statement

Autodesk, Inc. is the party responsible for the management of the jointly-used personal information, and we and our subsidiaries agree to follow data privacy principles and procedures that help protect your personal information.

Sharing information with third parties

We may share information about you with third parties under certain circumstances.

- **When you agree to the sharing**

We do not share personal information about consumers with third parties for their own direct marketing purposes unless the consumer agreed to that sharing.

- **Service providers**

We may share information about you with companies, contractors and agents that help us to run our business. (If you are in Europe, you may know these types of companies as "data processors.") These companies, contractors and agents provide services to us like

- fulfilling orders
- sending emails to you on our behalf
- delivering customer support
- storage and analytics services
- processing payments

We require these companies, contractors and agents to agree to use reasonable safeguards to protect information about you. They will have access to some of your information, limited to what they need to provide services to us. They are not allowed to use personal information they receive from us for their own purposes.

- **Our channel partners**

If you are a professional business customer, we may share your personal information with our channel partners and sales partners for operational purposes, such as order fulfillment and to confirm information about what applications you have access to.

Note that you may receive marketing communications from our channel partners based on your relationship with them.

- **To comply with legal process, and address safety and security concerns**

We share personal information when:

- we are required to provide information to comply with applicable laws, subpoenas, court orders or other legal processes
- we have a good faith belief that the disclosure is necessary to prevent or respond to fraud, defend our websites or applications against attacks, or protect the rights, property and safety of Autodesk, our customers and users, or the public
- **Sale of some or all of our business**

If we merge with another company or if we decide to sell or reorganize some part or all of our business, assets or stock (including if we file for bankruptcy or are part of a similar proceeding), we may share personal information. You acknowledge that such transfers may occur, and that any acquirer of the part of our business, assets or stock affected may continue to use information about you as set forth in this privacy statement.

- **Aggregated information**

We may share or publish aggregated information and other information that does not specifically identify you, such as statistics about the number of visitors to our websites or about how customers and end users use our applications.

Please also review our [Cookie Policy](#).

Application programming interfaces (APIs)

We may allow access by third parties to certain content, including personal information, posted through websites or applications through an application programming interface (API).

API access will be mentioned in the applicable terms of service. We place limitations on what third party developers can do with information. You can find links to the applicable App Developer Agreement through the applicable terms of service. For convenient reference, here is a non-exclusive list of the current agreements:

- [Socialcam REST API Terms](#)

Below is information about your choices.

Public information access by third-party applications

On some websites and applications, content you post is public and cannot be marked as non-public or private. Check the posting controls for the specific application or website you are using.

Where there is an option to mark content as private or otherwise choose a non-public status, and you choose the non-public option, third party developers will not be able to access the following information through a public information access API:

- the content (including its title, and public comments you include with the content);
- the name (or pseudonym) associated with your account;
- the profile image associated with you;
- the profile URL (which may include user ID) for the account.

If your content is "public" but you do not want developers to have access to your real name or profile image (for example, if it is a picture of your face), use a pseudonym or "handle" and use a profile image that does not consist of a picture of you.

Authenticated access by applications

You may choose to use third party applications that manage your interactions with our websites or applications. For example, third party applications may want to do the following types of activities:

- **Manage relationships:** to manage user relationships on your behalf, such as follow, unfollow, block, and unblock people, and to approve people who want to follow you on our website or application;
- **Manage content:** to post and remove content on your behalf;
- **Manage likes:** to manage likes and similar actions on your behalf; and
- **Manage comments:** to manage and post comments on your behalf.

We require the app developers to explain what actions they will take and also what information (including personal information) they need to access in order to take these actions, and to get your approval. In addition, we require developers to provide a link to an explanation of their privacy practices.

It is your choice to approve or not approve access by these third party applications.

Limitations on access by third party applications

In both cases described above, third party application developers are not allowed to use your personal information for marketing or promotional purposes without your consent, and are otherwise restricted in their use of your information by the terms of the applicable App Developer Agreement.

Sharing information with companies, organizations or institutions with which you are affiliated

- **Usage information/consumption reporting**

The company, organization or institution through which you have access to our websites and applications may have set up an agreement with us to receive usage information (for example, usage reporting for billing purposes), subject to privacy and employment laws.

This usage information may be reported on in aggregated form, or it may be reported on in various ways, including to the level of individual usage depending on our agreement with you or the company, organization or institution through which you receive access, as applicable.

You can get more information by reading the terms of service or software license agreement that applies to the websites or applications you are using, or by talking to your license or contract administrator.

- **Collaboration tools and features**

Our applications may include collaboration tools that allow others within and outside of your company, organization or institution to view, share and comment on a project on which you have been working (including models, designs or other information). If you have posted information or comments, for example, these will be associated with your user name.

- **Administrator tools**

- Automatic updates

We collect information that may identify you to your system administrator in connection with the automatic update process, to help your administrator determine what updates you need.

Your system administrator can enable his/her ability to view identifying information. The information collected and which might be shown includes:

- Your corporate user login name
- Your computer's name or description (for example, "Liu's Desktop")

- FERPA support

We may provide access to information to an educational institution with which you are affiliated, or to your parent or legal guardian, in order to help the school comply with FERPA obligations.

- COPPA compliance

Please see our [Children's Privacy Policy](#) for information about parent/guardian access to children's information.

Security and integrity of personal information

We use a combination of process, technology and physical security controls to help protect personal information from unauthorized access, use, or disclosure. When sensitive personal information is transferred over the Internet, we encrypt it using Transfer Layer Security (TLS) encryption technology or similar technology. Further, access to personal information is restricted to those employees, contractors, and agents of Autodesk who need to know such data to perform their assigned functions and develop or improve our products and services. However, despite our efforts, no security controls are 100% effective, and we cannot completely ensure or warrant the security of your personal information.

Changes to this privacy statement

We may update this privacy statement from time to time. Check the "last updated" section at the top of this privacy statement to see the last time the privacy statement was changed.

If we decide to make changes to our privacy statement on a forward going basis, we will tell you and other users by placing a notice on www.autodesk.com and/or by sending you a notice to the e-mail address (if any) we have on file for you. We may also give you notice through our applications and on our other websites. You should periodically check www.autodesk.com, our other websites and this privacy statement for updates. Your continued use of our applications and websites constitutes your agreement to this privacy statement.

For changes to this privacy statement that may be materially less restrictive on our use or disclosure of personal information you have provided to us, we will obtain your consent before implementing the change. Please [contact us](#) if you have questions.

Children's Privacy Policy

Some of our websites, products and services ("applications") or application features are "general interest" applications designed for older users. We do not knowingly collect personal information from children in connection with those websites, applications, or features.

Others applications are appropriate for use by children, and in that case this Children's Privacy Policy applies. Where there is a conflict between this Children's Privacy Policy and other sections of our Privacy Statement, this Children's Privacy Policy sets the standard for how we will treat children's personal information.

Our Children's Privacy Policy explains:

- our information collection practices
- how we might disclose personal information, and
- our parental consent practices

in accordance with the U.S. Children's Online Privacy Protection Act ("COPPA").

COPPA applies to information provided online by children under the age of 13 ("child" or "children"). For more information about COPPA and general tips about protecting children's online privacy, please visit [OnGuard Online](#).

Here are some quick links to help you find information:

- [Information we collect from children, how we use it, and how and when we communicate with parents](#)
- [Registration](#)
- [Verifiable parental consent](#)
- [Specific activities](#)
- [When information collected from children is available to third parties](#)
- [Parental Choices and Controls](#)

Information we collect from children, how we use it, and how and when we communicate with parents

Here are ways in which we collect personal information from children, as well as how and when we will provide parental notice and/or seek parental consent. In the event we discover we have collected information from a child in a manner inconsistent with COPPA's requirements, we will promptly either delete the information or seek the parent's consent for that collection.

Consistent with what COPPA requires, where we have an age screen in place and we determine the user is age 12 or under, we will:

- ask for a parent or guardian email address before we collect personal information from the child, or
- offer an age-appropriate experience for the child, consistent with COPPA requirements, or
- not allow access to those sections or features the site or application directed to a general interest audience (those age 13 and over).

Registration

Where an application is age appropriate, children can register with our website or application to (among other things):

- view, interact with and download content
- take tutorials, create, edit, and import content
- like or follow other creators and their content
- comment on others' content
- upload photo
- participate in contests
- view in application notifications
- create "wishlists" of items they are interested in (like robotics kits)

During the registration process, we may ask the child to provide certain personal information for security purposes and so we can send notices to parents, including:

- a parent or guardian's email address
- the child's first name
- the child's member or account username, and password

We also may ask for birth dates from children to validate their ages.

A child's username will be either:

- a random combination of words suggested by our systems, or
- a child can select their own username, and we suggest that children not to provide any personal information in their usernames

If a child chooses not to share their personal information (i.e., a parent or guardian's email for purposes of consent) with us, this limits their access to account creation and certain features.

We will not require a child to provide more information than is reasonably necessary in order to participate in an online activity.

Also, we will keep the information consistent with our [retention practices](#) – that is:

- to honor your choices
- to fulfill the purposes described in this privacy statement; for example:
 - only so long as reasonably necessary to fulfill the activity request or allow the child to continue to participate in the activity
 - to help ensure the security of our users and our services
- as required or permitted by applicable laws and regulations

Verifiable parental consent

Depending on the website or application, we may seek different types of parental consent. In each case, when we ask for consent we will provide notice about the specific activities available to a child through the website or application.

Parental consent

Because our websites and applications include activities that allow children to create, share and publically post content, to become a full member we seek "high-level" consent from a parent as follows:

- by asking for a credit card or other payment method for verification (with a nominal charge involved), or
- by requiring a signed consent form by mail or email attachment.

We also require a parent to open their own account so that they can view and moderate their child's account. For further details, please see [Parental Choices and Controls](#) below

After providing high-level consent, we may offer parents the opportunity to use a pin or password in future communications as a way to confirm the parent's identity.

Teacher consent in lieu of a parent

For school-based activities, COPPA allows teachers and school administrators to act in the place of parents to provide consent for the collection of personal information from children. Schools should always notify parents about these activities.

In some cases, in order that an account is not closed and so that a child can continue to use a website or application outside of the school context, we may ask schools to obtain consent directly from a parent instead of and/or in addition to providing consent in the place of a parent.

For more information on parental rights with respect to a child's educational record under the U.S. Family Educational Rights and Privacy Act (FERPA), please see the [FERPA section](#) below.

Specific activities

Content Generated by a Child

Our websites and applications include activities that allow children to create or manipulate content and save it. Some of these activities do not require children to provide any personal information and therefore may not result in notice to the parent or require parental consent.

If an activity potentially allows a child to insert personal information in their created content, we will seek "high level" parental consent.

Examples of child created content that may include personal information are

- open-text fields
- drawings that allow text or free-hand entry of information
- uploaded content that includes text, models or images

When, in addition to collecting content that includes personal information, we allow children to share content publicly, we will obtain "high-level" parental consent.

We honor the requests of minors to delete any content that they post on our websites and applications, unless we are required by law to retain it. Please see the [removing content you have posted](#) section for more information.

Forums and comments

Certain activities allow users to communicate directly with other users by means user forums or comments sections. We first seek "high level" parental consent before allowing a child access to such features.

We strongly encourage children who use these interactive features on our websites and in our applications never to provide personal information about themselves or any third party, and not to attempt to circumvent any moderation features.

We also recommend that parents carefully supervise their children when the children participate in online activities.

Contests

In all of our contests, we will require only the information necessary to enter the contest, such as user name and parent email address (to notify the parent where required by law). We only contact the parent for more personalized information for prize-fulfillment purposes if the child wins the contest.

Email Contact with a Child

In some of our applications, we may collect online contact information, such as an email address, in order to communicate with a child who makes a specific request through customer service. For example, a child may email us to ask for help in understanding how to use a design tool if she or he is having trouble with. Or the child may want to sign up for a monthly newsletter. Here is how we would handle communication requests.

- One time communication

After we respond to the child's question or request, we or our service provider will delete this information immediately after responding to the question or request.

- Communicating more than once

Where there is an activity or service where we need to communicate with a child more than once and we have not already obtained parental consent:

- If we collect the child's contact information for ongoing communications (like for a newsletter), we will also require a parent's email address (if we have not already obtained verifiable parental consent) so we can notify the parent about the collection and use, and to provide the parent with an opportunity to prevent further contact with the child.
- If a child is engaged in more than one ongoing communication, the parent may need to opt-out of each communication separately.

Persistent Identifiers

When children interact with us, certain information may be collected automatically, both to make our sites and applications more interesting and useful to children and for various purposes related to our business.

Examples include:

- the type of computer operating system
- the child's IP address or mobile device identifier
- the web browser used
- the frequency with which the child visits various parts of our sites or applications
- information regarding the online or mobile service provider

This information is collected using technologies such as cookies, pixel tags, web beacons, and other unique identifiers. This information may be collected by Autodesk or by a third party. Please see our [Cookie Policy](#) for more details.

This data is used for internal purposes, in order to:

- provide children with access to features and activities on our websites and applications
- customize content and improve our sites and applications
- conduct research and analysis to address the performance of our sites and applications
- generate aggregated or de-identified reporting for use by Autodesk

In the event we collect (or allow others to collect) such information from children on our sites and applications for other purposes, we will notify parents and obtain consent prior to such collection.

The list of third-party operators who collect persistent identifiers on our websites and applications may be found at www.autodesk.com/privacy-appendix.

Advertising

After obtaining consent, we may collect persistent identifiers to customize or display advertising for other age-appropriate websites, products and services based on the project and activities children engage in on our applications.

When information collected from children is available to third parties

In addition to those cases where a child's personal information is posted publicly (after receiving high-level parental consent), we also may share or disclose personal information collected from children in a limited number of instances, including the following:

- we may share information with our service providers if necessary for them to perform a business, professional, or technology support function for us
- we may disclose personal information if permitted or required by law, for example, in response to a court order or a subpoena
- to the extent permitted by applicable law, we also may disclose personal information collected from children:
 - in response to a law enforcement or public agency's (including schools or children services) request
 - if we believe disclosure may prevent the instigation of a crime, facilitate an investigation related to public safety or protect the safety of a child using our sites or applications
 - to protect the security or integrity of our sites, applications, and other technology, as well as the technology of our service providers
 - to enable us to take precautions against liability

Please see the [Sharing with Third Parties](#) section of our Privacy Statement.

Parental Choices and Controls

At any time, parents can:

- refuse to permit us to collect further personal information from their children in association with a particular account
- request that we delete from our records the personal information we have collected in connection with that account

Please keep in mind that a request to delete records may lead to a termination of an account, membership, or other service and that any content saved in that account may no longer be accessible.

Where a child under 13 has registered for an account, we use two methods to allow parents to access, change, or delete the personally information that we have collected from their children:

- parents can request access to and delete their child's personal information by logging into the parent's moderator account
- parents can contact us to request access, a change, or delete their child's personal information by sending an email to us at (remove the spaces):
 - For Tinkercad: [tinkercad.parents @ autodesk.com](mailto:tinkercad.parents@autodesk.com)
 - For 123D Circuits: [123DCircuits.parents @ autodesk.com](mailto:123DCircuits.parents@autodesk.com)
 - For Project Ignite: [projectignite.parents @ autodesk.com](mailto:projectignite.parents@autodesk.com)

Any other inquiries can be directed to:

By email at (remove the spaces):

privacy.questions@autodesk.com

By postal mail to:

Privacy Questions
Autodesk, Inc.
The Landmark @ One Market
Suite 500
San Francisco, CA 94105
U.S.A.

Regarding children's privacy matters, by phone at: 1-415-547-2288

In any correspondence such as e-mail or mail, please include:

- the name of the website or application
- the child's username
- the parent's email address and telephone number

To protect children's privacy and security, we will take reasonable steps to help verify a parent's identity before granting access to any personal information.

Education and FERPA

If you are using our applications through a school program, your personal information may be subject to the Family Educational Rights and Privacy Act (FERPA). We have included information here that is most relevant to our products and services when they are used by schools that are subject to FERPA. You can look at the [U.S. Department of Education website](#) for more information.

FERPA is a United States law that provides certain rights with respect to student education records and personal information associated with those records. Parents exercise these rights on behalf of their children under 18. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school (12th grade) level, known as "eligible students".

FERPA gives parents and eligible students certain rights (subject to limitations), including:

- the right to inspect and review the student's education records maintained by the school
- the right to request that a school correct records which they believe to be inaccurate or misleading.

As a general rule, schools subject to FERPA must have written permission from the parent or eligible student in order to release any information from a student's education record. However, under certain circumstances schools are allowed to disclose records without consent, including under the following conditions:

- to school officials with legitimate educational interest
 - this can include vendors providing services to schools
- to other schools to which a student is transferring
- directory information (subject to an opt-out)
- to appropriate officials in cases of health and safety emergencies.

Schools are required to notify parents and eligible students annually of their rights under FERPA. Each school can choose how to provide notification (for example, sending a special letter or including the information in a student handbook).

We help schools comply with their obligations under FERPA in various ways, depending on the application being used. This can include obtaining consent directly from a parent or eligible student and providing them with direct access to relevant information within our applications, or providing schools with the ability to manage parent or eligible student requests.

Cookie Policy

We use cookies and similar technologies (such as pixel tags). Here is more information about cookies, as well as your choices.

- [What "cookies" are](#)
- [Types of cookies](#)
- [Why cookies are useful](#)
- [Who sets cookies](#)
- [Your choices about cookies](#)

What "cookies" are

A cookie is a small amount of data that is sent to a browser from a web server and gets saved on the hard drive of the computer that you are using (in the browser folders). Cookies collect standard information from your browser such as

- browser type
- browser language
- the website address you came from when you visited our website.

They may also collect information about

- your Internet Protocol (IP) address
- your clickstream behavior – this might include
 - the pages you view
 - the links you click
 - the date and time of your visit or request

Cookies may uniquely identify your browser or your account, but they do not necessarily identify you personally. Cookies can also be used to help store personal information, for example where you ask us to "remember" you or keep you logged in.

There are session cookies and persistent cookies.

- Session cookies only last during your session on a website – when you close your browser to end a session, the cookies end as well.
- Persistent cookies last longer, and are used to remember things over time, such as your language preference or that you are a unique user who is returning to a website.

To learn more about cookies and other automatic data collection tools, please visit www.allaboutcookies.org.

Types of cookies

We use what you can think of as three different types of cookies:

Strictly necessary

When you request a service or action through our websites or applications, these cookies are strictly necessary to:

- enable services (for example by letting you stay logged in)
- provide information that you requested
- allow you to use essential features

Here are some examples – cookies that:

- make an online shopping cart work
- support customer support chat functions
- improve security or prevent fraud

If you disable these types of cookies, we may not be able to fulfill your request.

Functional and performance

You make choices that make your experience with our websites and applications better for you and allow us to understand how our end users move around, use and interact with our websites and applications.

Functional and performance cookies help us remember your choices, and can improve your overall experience and enhance our services by giving us non-personal, statistical information about the effectiveness of our operations and promotional campaigns.

Here are some examples of when we would use this type of cookie:

- to remember your language or country preference
- in marketing emails, so we can see whether you open them or click on links in them
- on websites or in online services to understand how many new and returning users are using them

If you disable or opt-out of these cookies or other technologies, it may prevent you from using certain parts of our websites and applications, and it may reduce the support or information that we can provide you.

Marketing

We use these types of cookies to collect information about your browsing or shopping history in order to tailor relevant marketing according to how you use our websites and applications.

We may share this information with third parties to help create and deliver advertising personalized to you and your interests.

If you disable or opt-out of these cookies, it may prevent you from using certain parts of our websites and applications, and it may prevent us from offering you some of our services.

Why cookies are useful

Cookies help us remember information that makes your experience faster and more useful to you ... even if we don't know exactly who you are.

Here are a few examples of how cookies can make your experience better. The application or website you use:

- remembers your language choice
- keeps stuff in your shopping cart
- shows you content that will be more likely to be useful and interesting to you
- makes the "remember me" option work
- helps you log in

Cookies are useful for us, too. They can let us know things like:

- how many unique visitors visit our websites
- whether someone is a new or repeat visitor
- which area or content on a particular website was most viewed or downloaded

Who sets cookies

We and our service providers (acting on our behalf) set cookies.

Third parties may also set cookies that we do not control. For example, when you make purchases, our ecommerce vendors may use cookies. You can review our ecommerce vendor's privacy policy and terms of sale at checkout to understand their practices and your choices.

In addition, we may work with one or more advertising networks (each an Ad Partner) who use cookies to facilitate interest-based advertising on third party websites. This interest-based advertising may include the remarketing of our products and services that you have viewed on our websites through ads on third party websites.

As a reminder, this privacy statement (including this cookie policy) does not apply to third party practices.

Your choices about cookies

Modify your browser settings

You can modify your browser settings to control whether your computer or other device accepts or declines cookies. If you choose to decline cookies, as noted above, you may not be able to use certain interactive features of our websites or applications.

Delete cookies from your browser

You can delete cookies from your browser; however, that means that any settings or preferences managed by those cookies will also be deleted and you may need to recreate them. Depending on your mobile device, you may not be able to control tracking technologies through settings.

Opt-out of specific cookies

When we send you emails, they might include a web beacon or similar technology that lets us know if you received or opened the email and whether you clicked on any of the links in the email. You can opt-out of marketing emails that may use web beacons.

You can also opt-out of certain functional and performance cookies that we use on our websites and applications. You will have to opt-out for each browser that you use.

You can view a non-exclusive list of opt-out options at:

www.autodesk.com/privacy-appendix

Here are some specific examples for ease of reference. We have included links here for your reference, but please check the companies' respective sites for the latest

information:

Google (including Google Analytics):

- [privacy](#)
- [opt out \(browser plug in\)](#)
- [Google Ads Preferences Manager](#)

Adobe (analytics tools):

Follow the opt-out instructions in:

- [Adobe Privacy Center](#)

Mixpanel

- [privacy](#)
- [opt-out](#)

You can also opt-out of receiving marketing advertisements from third party advertisers and ad networks who are members of the Network Advertising Initiative or who follow the Digital Advertising Alliance's Self-Regulatory Principles for Online Behavioral Advertising by visiting the opt-out pages on their websites.

We have included links here for your reference, but please check the organizations' respective sites for the latest information

www.networkadvertising.org/choices

www.aboutads.info/choices/

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-  [YouTube](#)
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 3D CAD software
 3D printing
 Construction software
 Drafting software
 Painting software
 Student downloads
 Design engineering
 Civil engineering
 PLM
 Character animation
 Movie editing
 Visual effects

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Product support
 Learning & productivity
 Installation, registration & activation
 System requirements
 Downloads
 Account Management
 Community resources
 Consulting
 Training & certification

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 Find a reseller
 Subscription
 Support offerings
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TERMS OF SERVICE FOR TINKERCAD

Last Updated: October 10, 2014

Special Service Terms

What are these Terms?

These terms form a binding contract between you and us ("these Terms") regarding your access to and use of any of our web sites, mobile and/or online applications, services, products and Software that contain a link to these Terms (individually and collectively, the "Service"). These Terms include the provisions below and any special terms and conditions relating to the Service (such as, for example, how others can use Your Content, how to contact us, terms regarding membership and subscriptions [if any], the "Special Service Terms"), which can be found at the Special Service Terms link above. **Please Note:** These Terms only cover the Service. If you use any of our other products and services, different terms and conditions will apply. For example, when you use one of our A360 products or services, your contract with us is governed not by these Terms but by the following terms: <http://usa.autodesk.com/adsk/servlet/index?siteID=123112&id=17752585>.

If you have questions on how we collect, store and use data, go to Section 9 below (Consent to Collection and Use of Data) and also read www.tinkercad.com/privacy.

1. Who should access the Service? AN INDIVIDUAL 13 OR OLDER MAY CREATE HIS/HER OWN ACCOUNT. A YOUTH UNDER THE AGE OF 13 MAY CREATE AN ACCOUNT ONLY WITH HIS/HER PARENT'S OR LEGAL GUARDIAN'S APPROVAL (see the Children's Privacy Policy for more details). If you are not an adult, meaning you are not at least the legal age of consent where you reside, you must have your parent or legal guardian agree to these Terms on your behalf and supervise your access to and use of the Service and may need to take additional steps in the registration process. If you don't meet the foregoing requirements, you are not authorized to access or use the Service.

2. Changes to the Service or these Terms. We may make changes to, update (or not update) or discontinue any part, element, functionality, availability or offering of the Service. We may also make changes or updates to these Terms at any time and for any reason in our sole discretion, including complying with applicable law. If we make any material changes to these Terms, we'll provide notice to you in any way we deem reasonable including, for example, by posting a notice of the change on our web site(s) or in-service, or by sending a notice to your email address if you've given it to us. If you don't agree to those changes, see Section 19.g. below (Changes or Updates to these Terms).

3. Your Content.

a. Ownership. These Terms don't grant us (and we don't claim) any ownership rights in Your Content.

b. Our Use of Your Content. By posting, providing, uploading, submitting, sharing, publishing, distributing, making available and/or allowing others to access or use Your Content to or through the Service, you grant to us and our affiliates a world-wide, royalty-free, fully paid-up, perpetual, non-exclusive, transferable, and fully licensable (through multiple tiers) right and license (but not the obligation) to reproduce, distribute, redistribute, modify, translate, adapt, prepare derivative works of, display, perform (each publicly or otherwise) and otherwise use all or part of Your Content, by any and all means and through any media and formats now known or hereafter discovered, but solely in connection with the Service and/or our business activities (such as, without limitation, for promoting and marketing the Service) and/or to comply with legal or technical requirements. Additionally, to the extent permitted under applicable law, you hereby waive and agree not to assert any and all rights that you may have under laws worldwide that concern "moral rights" or "droit moral," or similar rights, in connection with Your Content.

c. Posting Your Content. By posting, providing, uploading, submitting, sharing, publishing, distributing, making available or allowing others to access and/or use Your Content to or through the Service You are solely responsible and liable for the consequences of doing so and you acknowledge and agree that Your Content can and may be viewed worldwide. If you choose to make your personal information publicly available through the Service (for example, in a blog or forum), you do so at your own risk. You covenant, represent and warrant that you have obtained all necessary licenses, rights, consents, permissions and waivers to use and grant all of the rights granted in these Terms (including any Special Service Terms) in and to Your Content and that you will comply with any requirements or restrictions imposed by them; if any such requirements or restrictions for Your Content conflict with or are inconsistent with these Terms, then you must not post that Content or otherwise share it publicly on or through the Service.

4. Our "Be Nice" Policy. We expect you to respect the rights and dignity of others. In accessing or using the Service, you must not post, provide, publish, upload, download, display, use, share, distribute or otherwise make available: (a) any Content that meets any of the following criteria or (b) any Content to, from or through any other web site or service that meets any of the following criteria:

- is threatening, degrading, unlawful, unsafe, harmful, abusive, harassing, stalking, hateful, defamatory, libelous, fraudulent, offensive, inappropriate, obscene, pornographic, vulgar or otherwise objectionable;
- violates any applicable law, rule or regulation, or could give rise to legal liability;
- 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);
- interferes with, destroys or disrupts the Service or any hardware or software through which the Service is made available (including via a virus, worm, malware, spyware, Trojan horse or other similar code, file, or program);
- contains any unauthorized or unsolicited ideas or submissions, offers, advertising, promotional materials, surveys, "junk" or bulk mail, "spam," chain letter," "pyramid schemes," investment opportunity, petitions, or other forms of solicitation;
- impersonates any person, firm or entity, including any of our employees, partners, licensors, licensees or suppliers;
- is misleading or false, or falsely implies an endorsement by us, our affiliates, employees, partners, licensors, licensees or suppliers;
- presents a significant risk to public safety or promotes the dangerous or unlawful use of ammunition, explosives, firearms, weapons or other similar materials;
- involves or helps promote unlawful gambling, sports betting, horse or greyhound racing, or any other similar activity;
- violates any code of conduct or other guidelines applicable to any other area of the Service;
- includes forged headers or data or creates accounts through unauthorized means (such as an automated bot, script, device spider, scraper or crawler); or
- manipulates identifiers or other data in order to disguise the origin of any Content or to manipulate or disguise your presence on the Service.

We have the right (but not the obligation) to pre-screen or monitor any Content or any user's access to or use of the Service, and to remove or block access to (e.g., by way of settings) any Content for any reason, or suspend or terminate any user's access to or use of the Service for any reason (including for violations of our "Be Nice Policy" or any other provision of these Terms). We have no responsibility or liability with respect to any Content, including for any actions that we may take with respect to any Content that we determine violates these Terms.

5. Registering for the Service. You may be required or permitted to register with us to access the Service or certain areas of the Service. With respect to any registration, you agree not to use, and we may refuse to grant you the right to use, a user name (or e-mail address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that personally identifies you; or that violates the intellectual property or other

rights of any person; that is offensive; or that we reject for any other reason in our sole discretion. You may also be able to sign into the Service or use or access certain features of the Service by using a third-party social networking platform account (such as Facebook, Google+ or Twitter). Your registration information (including your user name and password, and any social networking account with which you sign into the Service) is for your personal use only, and not for use by any other person. You are responsible for maintaining the confidentiality of any password you may use to access the Service, and agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Service, to any third party. You are fully responsible for all interaction with the Service that occurs in connection with your registration information (including, without limitation, all purchases). You agree to immediately notify us of any unauthorized use of your registration information or any other breach of security related to your account or the Service, and to ensure that you "log off"/exit from your account with the Service (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations. If you sign into the Service using a third-party social networking platform account, be sure to review the privacy and data usage policies of such platform to learn more about its personal information practices and your options. For more information, see our Privacy Statement: www.autodesk.com/privacy.

6. Special Service Terms (including Memberships and Subscriptions, if any). Special terms and conditions related to the Service (such as how others can use Your Content, how to contact us, terms regarding membership and subscriptions (if any)) can be found through the Special Service Terms link above.

7. Third Parties.

a. Content. The Service might display, contain, link to or make available Content from a variety of sources (including other users and other third parties) including images, models, posts, creations, opinions, recommendations, or advice and such Content may be incomplete or inaccurate, or offensive or objectionable to you. We are not responsible or liable for, and we don't necessarily endorse, any Content. All Content, including Your Content, is the property of its copyright owner(s) or other rightsholder(s). Except as expressly provided in these Terms, use of the Service does not grant, waive, or limit any ownership rights of such owner(s) or rightsholder(s). You must comply with all applicable laws, rules and regulations in relation to your access to and use of the Service, including local laws regarding online conduct, acceptable Content and the exportation of Content from the jurisdiction where you reside.

b. Interactions With Other Users. The Service may provide you the ability to interact with other users or groups of users of the Service. Such interactions are solely between you and such other users, and we are not responsible or liable for such interactions or any consequences thereof.

c. Links and Advertisers. The Service may provide links to and from online, mobile and other platform sites and services (such as advertisers and E-Commerce Providers) that are not under our control. We are not responsible for such online sites or services, including any contents, products or services offered or made available through such sites or services, or any interactions you may have with third parties through such sites or services. Your use of any such sites or services is at your own risk, and is subject to the terms or conditions of such sites or services.

8. Buying and Selling Products or Services. If the Service allows for the purchase or sale of products or services, or otherwise makes available any products or services, the following provisions apply:

a. Placing an Order. By placing an order through our Service, you represent that you are authorized to purchase the products and services ordered, and that such products and services will be used only in a lawful manner. Additional terms and conditions may apply to purchases of products or services and to specific portions or features of the Service, including the E-Commerce Provider's terms of sale (see Section 8.b. below) and promotional and limited-time offer terms.

b. E-Commerce Providers. If you wish to buy any products or services on or through the Service (such as 3D prints or 3D print machines), the Service may link or direct you to a third party e-commerce service, vendor, payment processor or web store run by a company other than us (the "E-Commerce Provider"). Please note that the E-Commerce Provider (and not us) will be the seller or merchant of record and either it or another third party with whom it contracts (and not us) will be responsible for taking, fulfilling and/or shipping your orders. Your interactions and transactions with each E-Commerce Provider are governed by its terms of use and other terms (such as its terms of sale) and we are not responsible for its acts, omissions, products, services or terms. Please be sure to read those terms of sale and other terms and conditions before making any purchases or transacting with an E-Commerce Provider. For example, you (not we) will be responsible for paying all transaction costs relating to your purchases, such as fees, shipping, handling, duties, tariffs, and taxes. You must determine and obey all applicable local, state, federal and international laws (including minimum age requirements) regarding the purchase, possession, use and sale of any product or service purchased or sold through the Service.

c. Display of Products through the Service. Without limitation, we do not guarantee the accuracy of any attribute, specification, proportion or dimension of any models, spaces, products and images visible on or made available through the Service or that they will match or reflect those of any actual physical spaces or products (for example, the Service or your device may not accurately displaying the accurate color, product spec or size of a room, 3D model or 3D printed product), and neither we nor any of Our Parties are responsible or liable for any such inaccuracies. Also, the inclusion of any products or services on the Service at a particular time does not imply or warrant that these products or services will be available at any time. Descriptions, images, references, features, Content, specifications, and prices of any products or services on the Service or obtained through the Service are subject to change with or without notice.

d. Limiting Quantities and Availability. We and all E-Commerce Providers reserve the right, with or without prior notice, to limit the available quantity of or discontinue any product or service; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all purchase; and/or to refuse to provide any user with any product or service.

9. Consent and Collection and Use of Data.

a. Consents. You consent to the collection, use, processing, and storage of your personal information, including cross-border transfers as described in the Privacy Statement. You acknowledge and agree that you are responsible for obtaining all necessary consents, and for complying with all applicable laws (including privacy and data protection laws, related to personal information provided to us in connection with your use of the Service).

b. Third Party Services. Submission of information is governed by our Privacy Statement (See www.autodesk.com/privacy). Please be aware that (among other things) third parties (such as social media platforms or other company web sites that we link to online or from our web sites and applications) are responsible for their own privacy practices. Be sure to read the privacy policies, supplemental notices, and settings of all websites or platforms that you visit so you can understand their privacy practices and your options.

c. Sensitive Personal Information. You acknowledge that any data storage functionality of the Service is not intended for the storage of Social Security numbers, credit or debit card numbers, financial account numbers, driver's license numbers, medical information, health insurance information, sensitive data about personal characteristics or other personal data that may pose a risk of harm to the individual if improperly disclosed (collectively, "Sensitive Personal Information"). You agree not to upload or otherwise submit any Sensitive Personal Information to us in connection with the Service. You agree that we have no responsibility or liability with respect to any such Sensitive Personal Information that is processed, transmitted, disclosed, or stored in connection with the Service.

10. Storage Practices and Limits. There is limited storage space for Content on the Service. While we'll make efforts we believe are reasonable to safeguard and back up Content, and to make Content available in case of loss or deletion, we have no responsibility or liability for the deletion or failure to store or the security of any Content, including Your Content. So be sure to back up Your Content! We reserve the right to mark or treat as "inactive" and archive accounts and/or Content that are inactive for an extended period of time, as determined by us for each Service. We reserve the right to change our practices and storage rules at any time in our sole discretion with or without notice to you.

11. Contests and Promotions. Sweepstakes, contests, promotions or similar opportunities may be made available through the Service (collectively, "Promotions"). By participating in any Promotion, you will become subject to specific rules governing the Promotion, which rules may vary from the terms and conditions set forth herein. To the extent that the rules of a particular Promotion conflict with these Terms, the terms and conditions of the Promotion's rules will control.

12. Ownership and Rights in the Service.

a. Our Rights. As between you and us, we and our licensors own all right, title, and interest (including, without limitation, patents, copyrights, trademarks, trade secrets, and all other intellectual property rights) in and to the Service, the API Information, any technical requirements and end-user documentation for the Service made available to you by us (the "Documentation"), and any Content (excluding Your Content) provided by us (not other users) and used in connection with, or generated by, the Service (collectively "Our Materials"). You agree not take any action to jeopardize, encumber, limit, or interfere in any manner with our or our licensors' ownership and rights with respect thereto. We do not grant to you any right to use our trademarks, trade names, or logos. You have only the limited rights to use the Service as are expressly granted to you under these Terms and/or in any Special Service Terms (see the Special Service Terms link above if applicable) and no other rights are granted or conveyed, or will be deemed to be granted conveyed, whether by implication, estoppel, or otherwise. Your access is to a service. No

license to our Software is granted by these Terms. For the terms and conditions applicable to the license of any Software, please refer to the relevant software license agreement, end user license agreement or license and services agreement attached or linked to such Software. In addition to the other rights granted by you hereunder, you grant to us a royalty-free, worldwide, irrevocable, perpetual license to use, publish, edit, translate, distribute, display and incorporate any ratings, comments, suggestions, feedback, improvement requests or other recommendations you provide relating to the Service and/or any Content ("Feedback"). You should not submit any Feedback to us that you do not wish to license to us as stated above. We have no obligation (1) to maintain any Feedback in confidence; (2) to pay any compensation for any Feedback; or (3) to respond to any user Feedback. You grant us the right to use the name that you submit in connection with any Feedback.

b. Our APIs. Any API Information (unless otherwise specified by us in additional or different terms associated with such API Information): (1) are our confidential information and proprietary to us; (2) and may not be distributed, disclosed or otherwise provided to third parties. Notwithstanding the foregoing, if you develop any services, applications, modules and components in accordance with these Terms, nothing in these Terms will prohibit you from using such services, applications, modules and components with (and porting such applications, modules and components to) other software and hardware (including the software and hardware of third parties), if such services, applications, modules and components: (a) do not incorporate or embody any other Software or materials distributed or made available by us, directly or indirectly (other than the API Information that was used in the development thereof in accordance with these Terms) and (b) do not disclose the API Information. "API Information" means the standard applications programming interface ("API") information generally provided by us to users of the Service that specifies the requirements for interfacing to (e.g., invoking or directing the functions of) the Service or Software included in such Service. API Information does not include any implementation of such interface information or any other Software.

13. Your Right to Access or Use the Service. In accessing or using the Service, you agree not to (or permit anyone else to) do or attempt any of the following:

- distribute, rent, loan, lease, sell, sublicense, or otherwise transfer or offer the Service for any commercial purpose;
- remove or alter, any copyright, trademark, confidentiality or other proprietary notices, designations, or marks;
- modify, translate, adapt, arrange, or create derivative works of the Service, except as permitted in these Terms;
- decompile, disassemble or reverse engineer, or determine any source code, algorithms, methods, or techniques of the Service;
- interfere with, damage, or disrupt the operation or any security-related features of the Service, gain unauthorized access, or restrict or inhibit use by others;
- use any robot, spider, or other system, device or mechanism to access the Service likely to disrupt or disable or destroy the Service or any Content;
- frame or mirror any part of the Service or create a competitive business to the Service;
- collect or store personal information about any person or entity in violation of these Terms;
- create a database by downloading and storing any Content;
- advertise, promote or solicit any goods or services for any commercial purpose except as expressly authorized by us or expressly permitted by these Terms;
- use the Service, any feature thereof or any Content in a way that could or does violate any law or the rights (including without limitation, the copyright, trademark, patent, trade secret other intellectual property, proprietary or other rights) of any person, firm or entity or expose us, any users or any of Our Parties to legal liability; or
- pose a security risk to the Service or to any other user.

We reserve the right to limit the availability of the Service, in whole or in part, to any person, for any purpose, and to any geographic area or jurisdiction we choose, at any time and in our sole discretion.

14. Indemnification. You will, at your sole expense and to the fullest extent permitted by law, indemnify, defend (at our request), and hold harmless us and our affiliates, agents and suppliers and each of their respective officers, directors and employees (individually and collectively, "Our Parties") against any and all losses, liabilities, expenses (including reasonable attorneys' fees) suffered or incurred by Our Parties by reason of any claim, suit or proceeding ("Claim") arising out of or in connection with: (1) Your Content or use of Your Content, including, without limitation, any assertion that Your Content or the use thereof may infringe any copyright, trademark, or other intellectual property or other rights of any individual or entity, or are a misappropriation or violation of any individual or entity's trade secret or other rights, or contain any libelous, defamatory, disparaging, pornographic, or obscene materials, or use thereof caused death or bodily injury or damage to the real or tangible property of any third party; (2) any breach of or failure by you to comply with these Terms or any Policies; or (3) use of the Service by you (or anyone who accesses the Service through you). If we request that you defend a Claim, You will not agree to any settlement without our prior written consent, and we will have the right to participate, at our own expense, in the defense of any Claim with counsel of our own choosing.

15. Warranties. By accessing or using the Service (including any part of the Service) you represent and warrant that either you are at least the legal age of consent in the jurisdiction where you reside or, if you're not, that you are 13 years old or older and your parent or legal guardian has agreed to these Terms on your behalf and will supervise your access to and use of the Service. You also warrant, represent and agree that: (1) you have the requisite rights to submit, develop and use Your Content in connection with the Service; (2) Your Content does not infringe or misappropriate any intellectual property or proprietary right of any third party or violate any applicable laws, rules or regulations; (3) Your Content is not subject to any restriction on disclosure, transfer, download, export or re-export under any applicable law, rule or regulation; and (4) any information you provide in connection with your registration for, or use of, the Service is and will remain true, accurate, and complete, and that you will maintain and update such information regularly.

16. Disclaimers.

a. Warranty Disclaimer. THE SERVICE AND ALL CONTENT RELATED THERETO ARE PROVIDED "AS IS" AND "AS AVAILABLE." OUR PARTIES MAKE NO, AND HEREBY DISCLAIM ALL, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE SERVICE, CONTENT AND ANY THIRD PARTY PRODUCTS AND/OR SERVICES ON OR AVAILABLE THROUGH THE SERVICE, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. YOUR USE OF THE SERVICE (IN WHOLE OR IN PART) AND ANY CONTENT IS AT YOUR OWN DISCRETION AND RISK. OUR PARTIES DO NOT WARRANT THAT ANY USE OF OR ACCESS TO THE SERVICE OR ANY CONTENT WILL BE ERROR-FREE, COMPLETE, SECURE OR THE CONTENT WILL NOT BE OTHERWISE LOST OR DAMAGED OR MEET YOUR REQUIREMENTS OR EXPECTATIONS; THAT OPERATION OR AVAILABILITY WILL BE UNINTERRUPTED; OR THAT ERRORS OR FAILURES WILL BE CORRECTED OR REMEDIATED. OUR PARTIES DO NOT WARRANT THAT THE SERVICE OR ANY CONTENT WILL PERFORM IN ANY PARTICULAR MANNER. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR (AND OUR PARTIES ASSUME NO RESPONSIBILITY AND WILL HAVE NO LIABILITY OF ANY KIND FOR) (1) THE DECISIONS THAT YOU MAY MAKE REGARDING THE SERVICE; (2) USE OF THE SERVICE OR CONTENT INCLUDING WITHOUT LIMITATION ANY CONTENT (OR ANY REPRESENTATIONS, ADAPTATIONS OR TRANSLATIONS THEREOF), DATA, INFORMATION, OR OTHER MATERIAL ACCESSED BY YOU IN CONNECTION WITH THE SERVICE OR THROUGH YOUR ACCOUNT, COMPUTER SYSTEM OR MOBILE DEVICE OR ANY LOSS OF DATA; OR (3) ANY LOSS, DAMAGE OR OTHER EFFECTS ON YOU THAT MAY RESULT FROM USE OF THE SERVICE OR ANY CONTENT (OR ANY REPRESENTATIONS, ADAPTATIONS OR TRANSLATIONS THEREOF) OR THE FAILURE TO COMPLY WITH THESE TERMS. OUR PARTIES MAKE NO WARRANTIES TO ANY THIRD PARTY. We make no warranties or representations that the Service, or any part(s) thereof, OR ANY CONTENT (OR ANY REPRESENTATIONS, ADAPTATIONS OR TRANSLATIONS THEREOF) is/are ACCURATE OR COMPLETE OR IS/ARE appropriate or available for use in any particular jurisdiction. In choosing to access OR USE the Service OR ANY CONTENT, you do so at your own risk, and you are responsible for complying with all local laws, rules and regulations, including local rules regarding online conduct and acceptable content. This Section will be enforceable to the maximum extent allowed by applicable law. No information or advice (whether written, oral or otherwise) provided by Our Parties or their representatives will create any warranty or in any way affect the disclaimers of warranty or limitations of liability expressly provided in these Terms.

b. A Special Note About Fabrication and Handling of Physical Materials. PLEASE NOTE YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF ANY PRODUCTS, SERVICES, MATERIALS AND PROCESSES MADE AVAILABLE TO YOU BY OR THROUGH THE SERVICE. WITHOUT LIMITATION: (A) OUR DISCLAIMERS UNDER THESE TERMS AND UNDER ANY AND ALL POLICIES EXTEND TO ANY AND ALL PRODUCTS OR SERVICES OR ANY MATERIALS USED FOR ANY OUTPUTS OR FOR THE FABRICATION OF PHYSICAL MATERIALS, WHETHER OR NOT CREATED THROUGH OR BY USING THE SERVICE, OR ANY PROCESSES AND/OR PRODUCTS (INCLUDING FROM THIRD PARTIES) MADE AVAILABLE ON OR THROUGH THE SERVICE; (B) PRODUCTS, SERVICES OR MATERIALS USED IN THE MANUFACTURE OF ANY PHYSICAL MATERIALS BY OR THROUGH THE SERVICE MAY ONLY BE SUITABLE FOR DECORATIVE PURPOSES, MAY NOT BE SUITABLE FOR USE FOR PERSONS UNDER THE AGE OF 13 (E.G., MAY NOT BE SUITABLE AS CHILDREN'S TOYS OR PRODUCTS) AND MAY NOT BE SUITABLE FOR THE HANDLING OF CONSUMMABLES SUCH AS FOOD OR DRINK. AMONG OTHER THINGS, SUCH UNSUITABLE PRODUCTS AND MATERIALS SHOULD NOT BE USED FOR CONSUMMABLES OR TOYS, BE GIVEN TO CHILDREN OR COME IN CONTACT WITH ELECTRICITY, FOOD OR LIQUIDS AND SHOULD BE KEPT AWAY FROM HEAT.

c. Functionality Limitations. THE SERVICE (INCLUDING ANY SOFTWARE) IS NOT A SUBSTITUTE FOR YOUR OWN JUDGMENT OR INDEPENDENT PROFESSIONAL TESTING, DESIGN, ESTIMATION OR ANALYSIS, AS APPLICABLE. DUE TO THE LARGE VARIETY OF POTENTIAL APPLICATIONS FOR THE SERVICE, THE SERVICE HAS NOT BEEN TESTED IN ALL SITUATIONS UNDER WHICH IT MAY BE USED AND MAY NOT ACHIEVE THE RESULTS YOU DESIRE. OUR PARTIES WILL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY RESULTS OR OUTPUT OBTAINED OR OTHERWISE VIEWED THROUGH THE SERVICE OR ANY MATERIALS DEVELOPED IN

CONNECTION WITH THE SERVICE, INCLUDING ANY CONTENT. YOU ARE RESPONSIBLE FOR YOUR ACCESS AND USE OF THE SERVICE, WHICH INCLUDES, BUT IS NOT LIMITED TO, THE DETERMINATION OF APPROPRIATE USES FOR THE SERVICE 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 RELIABILITY, ACCURACY AND COMPLETENESS OF SERVICE RESULTS, OUTPUT OR MATERIALS USED AND/OR DEVELOPED BY YOU IN CONNECTION WITH THE SERVICE (IF ANY), INCLUDING ALL ITEMS VIEWED, DESIGNED AND/OR CREATED USING THE SERVICE, INCLUDING ANY CONTENT. THERE ARE NO SERVICE LEVEL AGREEMENTS MADE IN CONNECTION WITH THE SERVICE.

17. Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY OTHER REMEDY OR LIMITATION OF LIABILITY, (1) IN NO EVENT WILL OUR PARTIES BE LIABLE HEREUNDER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR ANY OTHER DAMAGES OF LIKE KIND WHATSOEVER (HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE), INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR OTHER COVER, OR ANY OTHER SIMILAR COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, NOR WILL ANY OF THE FOREGOING PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER RESULTING FROM A FORCE MAJEURE OR AN ACT OF A THIRD PARTY OR OF NO FAULT ON ITS BEHALF; AND (2) THE TOTAL CUMULATIVE COLLECTIVE LIABILITY OF OUR PARTIES FOR ALL COSTS, LOSSES OR DAMAGES FROM ALL CLAIMS, ACTIONS OR SUITS HOWEVER CAUSED OR ARISING FROM OR IN RELATION TO THE SERVICE WILL NOT EXCEED THE GREATER OF (A) ONE HUNDRED DOLLARS (\$100) OR (B) ALL AMOUNTS PAID OR DUE FROM YOU, IF ANY, FOR ACCESS TO OR USE OF THE SERVICE GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM (NO MATTER WHEN PAYMENTS WERE ACTUALLY MADE).

18. Term, Termination and Suspension. These Terms will become effective on the date you first access or use the Service ("Effective Date"). The term of this contract ("Term") will extend from the Effective Date until the first to occur of the following: (1) our termination of all of your rights hereunder; (2) our discontinuation of the Service or (3) the date you cease to use the Service by uninstalling all Software and discontinuing all use of the Service. Without limitation of anything in this paragraph, if any or all of the Service is accessed as part of a membership or subscription, your access to that portion of the Service will terminate when your membership or subscription terminates or expires. We reserve the right in our sole discretion, without prior notice, to terminate or suspend your access to all or part of the Service and/or your account (if applicable) or delete or remove Your Content for any reason, including, without limitation, breach or assignment of these Terms. Further, you agree that we will not be liable to you or any third party for any termination of your access to the Service or deletion of Your Content. Upon any termination of these Terms for any reason, you must immediately cease accessing and using the Service. Sections 2 (Changes to the Service or these Terms) through 20 (Definitions) will survive termination of these Terms for any reason. It is your responsibility to retain copies of Your Content. Upon termination we will have the right to immediately deactivate your account(s) and suspend access to your Content and, may delete, without notice, Your Content, if any, and all backups thereof and Our Parties will not be liable for any loss or damage which may be incurred by you or any third parties as a result of such deletion. Paid Entitlement (e.g., membership, subscription) accounts that are terminated will not be refunded unless otherwise provided in the Special Service Terms for the Service. Notwithstanding anything to the contrary, no expiration or termination of this agreement will terminate or affect any licenses or sublicenses granted by you in accordance with these Terms prior to such termination, including, without limitation to other users of the Service.

19. Miscellaneous.

a. Governing Law and Jurisdiction. These Terms will be governed by and construed in accordance with the laws of (1) Switzerland if you are registered with the Service in a country in Europe, Africa or the Middle East, (2) Singapore if you are registered with the Service in a country in Asia, Oceania or the Asia-Pacific region, or (3) the State of California (and, to the extent controlling, the federal laws of the United States) if you are registered with the Service in a country in the Americas (including the Caribbean) or any other country not specified in subsections (a)(1) or (a)(2). The laws of such jurisdictions will govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act will not apply to (and are excluded from the laws governing) these Terms. In addition, you agree that any claim, action or dispute arising under or relating to these Terms will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the Superior Court of the State of California, County of Marin, or the United States District Court for the Northern District of California in San Francisco, except that if you are registered with the Service in (a) a country in Europe, Africa or the Middle East, any such claim or dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the courts of Switzerland, or (b) a country in Asia, Oceania or the Asia-Pacific region, any such claim or dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the courts of Singapore. Nothing in the foregoing will prevent us from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur.

b. Export Control. You acknowledge and agree that your use of the Service is subject to compliance with United States and other applicable country export control and trade sanctions laws, rules and regulations, including, without limitations the regulations promulgated by the U.S. Department of Commerce and the U.S. Department of the Treasury ("Export Control Laws"). You will be solely responsible for complying with the Export Control Laws and monitoring any modifications to them. You represent and warrant that (1) you are not a citizen of, or located within, a nation that is subject to U.S. trade sanctions or other significant trade restrictions (including, without limitation, Cuba, Iran, Sudan, Syria and North Korea); (2) you are not identified on any U.S. government restricted party lists (including, without limitation, the U.S. Treasury Department's List of Specially Designated Nationals and Other Blocked Persons, the U.S. Department of Commerce's Denied Party List, Entity List and Unverified List and the U.S. Department of State's proliferation-related lists); (3) you will not, unless otherwise authorized under the Export Control Laws, use the Service in any restricted end use, including, without limitation, design, analysis, simulation, estimation, testing, or other activities related to nuclear, chemical/biological weapons, rocket systems or unmanned air vehicles applications; and (4) that no part of Your Content is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws. You agree that you will not use the Service to disclose, transfer, download, export or re-export, directly or indirectly, Your Content or any other content or material to any country, entity or other party which is ineligible to receive such items under the Export Control Laws or under other laws or regulations to which you may be subject.

c. What to do about claims of copyright infringement. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Autodesk's Copyright Agent by email at CopyrightAgent@autodesk.com. For directions and more information about how to submit a claimed copyright notification, click the following link: [Copyright Information. INQUIRIES FAILING TO FOLLOW THIS PROCEDURE WILL NOT RECEIVE A RESPONSE.](#)

d. Filtering. Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the two web sites [GetNetWise \(http://kids.getnetwise.org/\)](http://kids.getnetwise.org/) and [OnGuard Online \(http://onguardonline.gov/\)](http://onguardonline.gov/). Please note that we do not endorse any of the products or services listed at such site.

e. General. The parties' relationship to each other under these Terms is strictly that of independent contractors and nothing in these Terms will in any way constitute or be construed as evidence of intent to establish any association, partnership, joint venture or other relationship. Each party will be responsible for covering their respective costs and expenses in performing their duties under these Terms, unless expressly provided otherwise herein. If for any reason a court of competent jurisdiction finds any provision of these Terms, or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of these Terms and the remainder of these Terms will continue in full force and effect. The section headings used in these Terms are for convenience only and will not be given any substantive effect. The English language version of these Terms is legally binding in case of any inconsistencies between the English version and any translations. If you access the Service in Canada, You agree to the following: The parties hereto confirm that it is their wish that these Terms, as well as other documents relating hereto, including notices, have been and will be written in the English language only. Les parties ci-dessus confirment leur désir que cet accord ainsi que tous les documents, y compris tous avis qui s'y rattachent, soient rédigés en langue anglaise. Except as expressly provided herein, a party may only waive its rights under these Terms by a written document executed by both parties. Any failure to enforce any provision of these Terms will not constitute a waiver thereof or of any other provision hereof. You may not assign or delegate these Terms or any of your rights or obligations hereunder. Any unauthorized assignment will be null and void. You acknowledge and agree that we may assign or sub-contract any of its rights or obligations under these Terms.

f. Communications.

- Special Service Terms. Specific contact information for certain inquiries and notices concerning the Service can be located by locating the applicable instructions in these Terms including, if applicable, clicking the link to the Special Service Terms (see the Special Service Terms link above).
- Notice for California Residents. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please contact us by writing to CopyrightAgent@autodesk.com, or by calling us at 415-507-5000 (Attn: Copyright Agent). California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

g. Changes or Updates to these Terms. If you don't agree with any material changes or updates we make to these Terms, you must notify us of that fact by sending an email to us at license@autodesk.com within thirty (30) days after the effective date of the change ("Effective Date"). Notifying us in this way will terminate the updated terms and conditions as to your use of the Service and the terms and conditions that apply to you will be the terms and conditions in effect immediately before the change (unless the change made was made to comply with applicable law) and those terms and conditions will be in effect until (1) the end of the then-current term identified in your Entitlements, or (2) thirty (30) days after the Effective Date, whichever is earlier (the "End Date"). The End Date will be the end of the term of your Service including your Entitlements. Unless you notify us within 30 days as set forth above, your continued use of the Service after the Effective Date will be deemed an acceptance of these changes and a renewal and extension of the Terms in effect at the Effective Date. Notwithstanding the foregoing, any changes to these Terms will not apply to any dispute between you and us arising prior to the date on which we posted the revised version of these Terms incorporating such changes or otherwise notified you of such changes.

h. Entire Agreement. These Terms (including, without limitation, the Policies) contain the entire agreement between you and us with respect to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Service. In the event of any conflict or inconsistency between any of the terms and conditions of these Terms and any third party software license agreement or service level agreement that contain a link to the Service, the terms and conditions of these Terms will control, except (1) that the Entitlements will control over these Terms with respect to your specific Entitlement; and (2) the Privacy Statement will control to the extent that it expressly overrides these Terms.

20. DEFINITIONS.

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