

# **PRIVACY POLICY**

Last modified: 06/01/2021

## **CADSPARC Privacy Notice**

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### **I. Introduction**

When you use CADSPARC, you trust us with your personal data. We're committed to keeping that trust. That starts with helping you understand our privacy practices.

This notice describes the personal data we collect, how it's used and shared, and your choices regarding this data. We recommend that you read this along with our privacy overview, which highlights key points about our privacy practices.

**Last modified: June 1, 2021**

**Effective date: June 1, 2021**

### **II. Overview**

#### **A. Scope**

This notice applies to users of CADSPARC's services anywhere in the world, including users of CADSPARC's apps, websites, features, or other services.

This notice describes how CADSPARC collect and use personal data. This notice applies to all users of our apps, websites, features or other services anywhere in the world, unless covered by a separate privacy notice. This notice specifically applies to:

**3D Print Recipients:** individuals who request or receive 3D printed objects, including those who receive 3D print requested by another individual

**3D Print Partners:** individuals who provide 3D printed objects to 3D Print Recipients individually or through partner 3D printing companies

This notice also governs CADSPARC's other collections of personal data in connection with CADSPARC's services. We may also collect the personal data of those who start but do not complete applications to be a 3D print partner and/or submit a contract for **DESIGN SERVICES**.

All those subject to this notice are referred to as 'users' in this notice.

## **B. Data controller and transfer**

CADSPARC LLC. is the data controller for the personal data collected in connection with use of CADSPARC's services anywhere around the world.

CADSPARC operates, and processes data, globally. We may also transfer data to countries other than the one where our users live or use CADSPARC's services. We do so in order to fulfill our agreements with users, such as our Terms of Use, or based on users' prior consent, adequacy decisions for the relevant countries, or other transfer mechanisms as may be available under applicable law, such as the Standard Contractual Clauses.

Questions, comments, and complaints about CADSPARC's data practices can be submitted to [support@cadsparc.com](mailto:support@cadsparc.com).

## **III. Data collections and uses**

### **A. The data we collect**

CADSPARC collects:

Data provided by users to CADSPARC, such as during account creation

Data created during use of our services, such as location, app usage, and device data

Data from other sources, such as VirtualPrint partners and third parties that use CADSPARC APIs

The following data is collected by or on behalf of CADSPARC:

## **1- Data provided by users. This includes:**

User profile: We collect data when users create or update their CADSPARC accounts. This may include their name, email, phone number, login name and password, address, profile picture, payment or banking information (including related payment verification information), driver's license and other government identification documents (which may indicate document numbers as well as birth date, gender, and photo). This also includes emergency contact information, user settings, and evidence of 3D print ownership to provide services using CADSPARC apps.

We may use the photos submitted by users to verify their identities, such as through facial recognition technologies. For more information, please see the section titled "How we use personal data."

Background check and identity verification: We collect background check and identity verification information for 3D print partners. This may include information such as 3D print receipt (where permitted by law), and right to work. This information may be collected by an authorized vendor on CADSPARC's behalf.

Demographic data: We may collect demographic data about users, including through user surveys. In some countries, we may also receive demographic data about users from third parties.

User content: We collect the information users submit when they contact CADSPARC customer support, provide ratings or compliments for other users or 3D print partners, or otherwise contact CADSPARC. This may include feedback, photographs or other recordings collected by users.

## **2- Data created during use of our services. This includes:**

Location data (3D print partners): CADSPARC collects this data when the partner application is submitted by using the zip-code provided.

Location data (3D print recipients). We collect precise or approximate location data from 3D print recipients' mobile devices if they enable us to do so. CADSPARC collects this data from the time a 3D print is requested until it is delivered. We use this data to enhance your use of our apps, including to improve pick-up locations, enable safety features, and prevent and detect fraud.

Transaction information: We collect transaction information related to the use of our services, including the type of services requested or provided, order details, delivery information, date and time the service was provided, amount charged, distance traveled, and payment method. Additionally, if someone uses your promotion code, we may associate your name with that person.

Usage data: We collect data about how users interact with our services. This includes data such as access dates and times, app features or pages viewed, app crashes and other system activity, type of browser, and third-party sites or services used before interacting with our services. In some cases, we collect this data through cookies, pixels, tags, and similar tracking technologies that create and maintain unique identifiers. To learn more about these technologies, please see our Cookie Notice.

Device data: We may collect data about the devices used to access our services, including the hardware models, device IP address, operating systems and versions, software, preferred languages, unique device identifiers, advertising identifiers, serial numbers, device motion data, and mobile network data.

**3- Data from other sources. This includes:**

CADSPARC feedback, such as ratings or feedback.

Publicly available sources.

Marketing service providers.

CADSPARC may combine the data collected from these sources with other data in its possession.

**B. How we use personal data**

CADSPARC collects and uses data to enable reliable and convenient 3D Printed parts, design services, and other products and services. We also use the data we collect:

To enhance the safety and security of our users and services

For customer support

For research and development

To enable communications between users

To send marketing and non-marketing communications to users

In connection with legal proceedings

CADSPARC does not sell or share user personal data with third parties for their direct marketing, except with users' consent.

CADSPARC uses the data it collects for purposes including:

**1- Providing services and features. CADSPARC uses the data we collect to provide, personalize, maintain, and improve our products and services.**

This includes using the data to:

Create and update users' accounts.

Deliver digital contract agreements using third party providers, including DocuSign

Verify 3D print partners' identity, background history, and eligibility to work.

Enable transportation, deliveries, including USPS and FedEx

Offer, process, or facilitate payments for our services.

Offer, obtain, provide, or facilitate insurance, vehicle, invoicing, or financing solutions in connection with our services.

Track and share the progress of 3D prints or 3D print deliveries.

Enable features that allow users to share information with other people, such as share ETA and location of their 3D printed parts or design services.

Enable features to personalize users' CADSPARC accounts, such as creating bookmarks for favorite 3D prints, and to enable quick access to previous designs. Please see the section of this notice titled "Choice and transparency" to learn how to object to this use of personal data.

Enable Accessibility features that make it easier for users with disabilities to use our services.

Perform internal operations necessary to provide our services, including to troubleshoot software bugs and operational problems; to conduct data analysis, testing, and research; and to monitor and analyze usage and activity trends.

**2- Safety and security. We use personal data to help maintain the safety, security, and integrity of our services and users. This includes:**

Screening 3D print recipients and 3D print partners before enabling their use of our services and at subsequent intervals, including through reviews of background checks, where permitted by law, to help prevent use of our services by unsafe 3D print partner and/or 3D print recipient.

In certain regions, using information derived from driver's license photos, and other photos submitted to CADSPARC, for safety and security purposes. This includes CADSPARC Identity check, which prompts 3D Print Partners to share a selfie before going online to help ensure that the 3D Print Partners using the VirtualPrint 3D Printing Platform matches the CADSPARC account we have on file. This also includes comparing photographs that we have on file against photographs (i) of other users to prevent identity-borrowing, and (ii) from public databases to verify user identity.

Using device, location, profile, usage, and other data to prevent, detect, and combat fraud or unsafe activities.

We may refer to user ratings and feedback to encourage compliance with our Community Guidelines and as grounds for deactivating 3D print partners with low ratings or who otherwise violated such guidelines in certain countries.

**3- Customer support. CADSPARC uses the information we collect (including recordings of customer support calls with notice to and the consent of the user) to provide customer support, including to:**

Direct questions to the appropriate customer support person

Investigate and address user concerns

Monitor and improve our customer support responses and processes

**4- Research and development. We may use the data we collect for testing, research, analysis, product development, and machine learning to improve the user experience. This helps us to improve and enhance the safety and security of our services, improve our ability to prevent the use of our services for illegal or improper purposes, develop new features and products, and facilitate insurance and finance solutions in connection with our services.**

**5- Marketing. CADSPARC may use the data we collect to market our services to our users. This includes sending users communications about CADSPARC services, features, promotions, sweepstakes, studies, surveys, news, updates, and events.**

We may also send communications to our users about products and services offered by CADSPARC partners. Although we may send users communications about CADSPARC partners' products and services, we do not sell users' personal data to, or share it with, such partners or others for purposes of their own direct marketing or advertising, except with users' consent.

We may use the data we collect to personalize the marketing communications (including advertisements) that we send, including based on user location, past use of CADSPARC's services, and user preferences and settings.

We may also send users communications regarding elections, ballots, referenda, and other political and notice processes that relate to our services.

**6- Non-marketing communications. CADSPARC may use the data we collect to generate and provide users with receipts; inform them of changes to our terms, services, or policies; or send other communications that aren't for the purpose of marketing the services or products of CADSPARC or its partners.**

**7- Legal proceedings and requirements. We may use the personal data we collect to investigate or address claims or disputes relating to use of CADSPARC's services, or as otherwise allowed by applicable law, or as requested by regulators, government entities, and official inquiries.**

## **8- Automated decision-making**

We use personal data to make automated decisions relating to use of our services. This includes:

Enabling dynamic pricing, in which the price of a 3D print, or design services, is determined based on constantly varying factors such as the estimated time and delivery distance, the predicted route, estimated 3D printing time, and the number of 3D print recipients and 3D print partners using CADSPARC at a given moment.

Matching available 3D print recipients and 3D print partners to users requesting services. Users can be matched based on availability, proximity, and other factors.

Determining 3D print recipients and 3D print partners ratings, and deactivating 3D print recipients and 3D print partners with low ratings.

Deactivating users who are identified as having engaged in fraud or activities that may otherwise harm CADSPARC, its users, and others. In some cases, such as when a user is determined to be abusing CADSPARC's services.

Using 3D print partner location information, and communications between 3D print recipients and 3D print partners, to identify cancellation fees earned or induced through fraud. To object to such adjustment, please contact CADSPARC customer support at [support@cadsparc.com](mailto:support@cadsparc.com)

## **C. Cookies and third-party technologies**

CADSPARC and its partners use cookies and other identification technologies on our apps, websites, emails, and online ads for purposes described in this notice.

Cookies are small text files that are stored on browsers or devices by websites, apps, online media, and advertisements. CADSPARC uses cookies and similar technologies for purposes such as:

Authenticating users

Remembering user preferences and settings

Determining the popularity of content

Delivering and measuring the effectiveness of advertising campaigns

Analyzing site traffic and trends, and generally understanding the online behaviors and interests of people who interact with our services

We may also allow others to provide audience measurement and analytics services for us, to serve advertisements on our behalf across the Internet, and to track and report on the performance of those advertisements. These entities may use cookies, web beacons, SDKs, and other technologies to identify the devices used by visitors to our websites, as well as when they visit other online sites and services.

#### **D. Data sharing and disclosure**

Some of CADSPARC's products, services, and features require that we share data with other users or at a CADSPARC's request. We may also share data with our affiliates, subsidiaries, and partners, for legal reasons or in connection with claims or disputes.

CADSPARC may share the data we collect:

##### **1- With other users**

This includes sharing:

3D print recipient' first name, delivery address, and pickup and/or dropoff locations with 3D print partners.

We also provide 3D print recipient and 3D print partners with receipts containing information such as a breakdown of amounts charged, 3D print recipient first name, 3D model, and such other information required on invoices in the country or region where the driver or delivery person operates.

For those who participate in CADSPARC's referral program, we share certain personal data of referred users, such as 3D print count, with the user who referred them, to the extent relevant to determining the referral bonus.

##### **2- At the user's request**

This includes sharing data with:

CADSPARC business partners. For example, if a user requests a service through a partnership or promotional offering made by a third party, CADSPARC may share certain data with those third parties. This may include, for example, other services, platforms, apps, or websites that integrate with our APIs; services; those with an API or service with which we integrate; or other CADSPARC business partners and their users in connection with promotions, contests, or specialized services.

### **3- With the general public**

Questions or comments from users submitted through public forums such as CADSPARC blogs and CADSPARC social media pages may be viewable by the public, including any personal data included in the questions or comments submitted by a user.

### **4- With the CADSPARC account owner**

If a user requests a 3D print or design services using an account owned by another party, we may share their order information, including real-time delivery data, with the owner of that account.

### **5- With CADSPARC subsidiaries and affiliates**

We share data with our subsidiaries and affiliates to help us provide our services or conduct data processing on our behalf. For example, CADSPARC processes and stores data in the United States on behalf of its international subsidiaries and affiliates.

### **6- With CADSPARC service providers and business partners**

CADSPARC provides data to vendors, consultants, marketing partners, research firms, and other service providers or business partners. These include:

Payment processors and facilitators

Background check and identity verification providers (3D print partners only)

Cloud storage providers

Marketing partners and marketing platform providers, including social media advertising services

Data analytics providers

Research partners, including those performing surveys or research projects in partnership with CADSPARC or on CADSPARC's behalf

Vendors that assist CADSPARC to enhance the safety and security of its apps and services

Consultants, lawyers, accountants, and other professional service providers

Insurance and financing partners

## **7- For legal reasons or in the event of a dispute**

CADSPARC may share users' personal data if we believe it's required by applicable law, regulation, operating license or agreement, legal process or governmental request, or where the disclosure is otherwise appropriate due to safety or similar concerns.

This includes sharing personal data with law enforcement officials, public health officials, other government authorities, or other third parties as necessary to enforce our Terms of Service, user agreements, or other policies; to protect CADSPARC's rights or property or the rights, safety, or property of others; or in the event of a claim or dispute relating to the use of our services. If you use another person's credit card, we may be required by law to share your personal data, including trip or order information, with the owner of that credit card.

Please see CADSPARC's Guidelines for Law Enforcement Authorities for more information.

This also includes sharing personal data with others in connection with, or during negotiations of, any merger, sale of company assets, consolidation or restructuring, financing, or acquisition of all or a portion of our business by or into another company.

## **8- With consent**

CADSPARC may share a user's personal data other than as described in this notice if we notify the user and they consent to the sharing.

## **E. Data retention and deletion**

CADSPARC retains user data for as long as necessary for the purposes described above.

CADSPARC may request deletion of their accounts at any time. CADSPARC may retain user data after a deletion request due to legal or regulatory requirements or for the reasons stated in this policy.

CADSPARC retains user data for as long as necessary for the purposes described above. This means that we retain different categories of data for different periods of time depending on the category of user to whom the data relates, the type of data, and the purposes for which we collected the data.

Users may request deletion of their account at any time by contacting [support@cadsparc.com](mailto:support@cadsparc.com)

Following an account deletion request, CADSPARC deletes the user's account and data, unless they must be retained due to legal or regulatory requirements, for purposes of safety, security, and fraud prevention, or because of an issue relating to the user's account such as an outstanding credit or an unresolved claim or dispute. Because we are subject to legal and regulatory requirements relating to 3D print recipient and 3D print partners, this generally means that we retain their account and data for a minimum of 7 years after a deletion request. For to 3D print recipient and 3D print partners, their data is generally deleted within 90 days of a deletion request, except where retention is necessary for the above reasons.

## **F. Grounds for processing**

We only collect and use personal data where we have lawful grounds to do so. These include processing user personal data to provide requested services and features, for purposes of CADSPARC's legitimate interests or those of other parties, to fulfill our legal obligations, or based on consent.

We collect and use personal data only where we have one or more lawful grounds for doing so. Such grounds may vary depending on where our users are located, but generally include processing personal data:

### **A- To provide requested services and features**

In order to provide our services, we must collect and use certain personal data. This includes:

User profile data, which we use to establish and maintain user accounts; verify user identity; communicate with users about their trips, orders, and accounts; and enable users to make payments or receive earnings

Background information, which is used to verify an applicant's eligibility to be a 3D print partner

Usage data, which is necessary to maintain, optimize, and enhance CADSPARC's services

Transaction information

Information relating to customer support

#### **B- For purposes of the legitimate interests of CADSPARC or other parties**

This includes using personal data to maintain and enhance our users' safety and security. For example, we use personal data to prevent use of our services by users who have engaged in inappropriate or dangerous behavior, such as by retaining data of banned users to prevent their use of CADSPARC. We also use usage data to prevent matching of 3D print recipients and 3D print partners for whom there is higher risk of conflict (for instance, because they have been the subject of prior complaints from other users).

This also includes purposes such as combating fraud; improving our services, direct marketing, research, and development; and enforcing CADSPARC's Terms of Service.

In addition, it includes using personal data to the extent necessary for the interests of other people or the general public, such as in connection with legal or insurance claims, and to protect the rights and safety of others.

#### **C- To fulfill CADSPARC's legal obligations**

For example, CADSPARC is subject to laws and regulations in many cities and countries that require it to collect and retain data about our users' 3D print and design requests, and to provide copies of such data to the government or other authorities. We collect and use personal data to comply with such laws.

CADSPARC may also share data with law enforcement regarding criminal acts or threats to public safety, or requests by third parties pursuant to legal processes. CADSPARC may also share information with public health authorities where required or permitted by law.

#### **D- With consent**

CADSPARC may collect and use personal data based on the user's consent. For example, we may collect personal data through voluntary surveys. Responses to such surveys are collected on the basis of consent and will be deleted once no longer necessary for the purposes collected.

A user who has provided consent to a collection or use of their personal data can revoke it at any time. However, the user will not be able to use any service or feature that requires collection or use of that personal data.

#### **IV. Choice and transparency**

CADSPARC enables users to access and control the data that CADSPARC collects, including through:

In-website 3D print settings

Device permissions

In-website ratings pages

Marketing opt-outs

CADSPARC also enables users to request access to or copies of their data, changes or updates to their accounts, deletion of their accounts, or that CADSPARC restrict its processing of user personal data.

##### **A- Marketing opt-outs**

Users may opt out of receiving promotional emails from CADSPARC. Users may also opt out of receiving emails and other messages from CADSPARC by following the unsubscribe instructions in those messages. We may still send users who have opted out non-promotional communications, such as receipts for 3D prints, design services, or information about their account.

##### **B- User data requests**

CADSPARC provides users with a variety of ways to learn about, control, and submit questions and comments about CADSPARC's handling of their data. To make a request, please email [support@cadsparc.com](mailto:support@cadsparc.com)

Accessing data: Users can ask for an explanation of the data we collect from them and how we use it.

Receiving data: Users can ask for a copy of data that CADSPARC collects from them with their consent or as necessary to provide our services.

Changing or updating data: Users can edit the name, phone number, email address, payment method, delivery address, and photo associated with their account through the My Account menu in the account portal. They may also ask that CADSPARC change or update their data, including if they believe such data is inaccurate or incomplete.

Deleting data: Users may request deletion of their account at any time by contacting [support@cadsparc.com](mailto:support@cadsparc.com)

Objections, restrictions, and complaints: Users may request that we stop using all or some of their personal data, or that we limit our use of their data. CADSPARC may continue to process data after such objection or request to the extent required or permitted by law.

In addition, depending on their location, users may have the right to file a complaint relating to CADSPARC's handling of their personal data with the data protection authority in their country. For example, users in the European Union and South America may submit such requests to the data protection authorities in the country in which they live.

#### **V. Updates to this notice**

We may occasionally update this notice. Use of our services after an update constitutes consent to the updated notice to the extent permitted by law.

We may occasionally update this notice. If we make significant changes, we will notify users in advance of the changes through the CADSPARC website or through other means, such as email. We encourage users to periodically review this notice for the latest information on our privacy practices.

After such notice, use of our services by users in countries outside the European Union will be understood as consent to the updates to the extent permitted by law.

# **TERMS OF USE**

Last modified: 5/31/2021

## **U.S. Terms of Use**

### **1. Contractual Relationship**

These Terms of Use ("Terms") govern your access or use, from within the United States and its territories and possessions, of the 3D printing platform ("VirtualPrint") and any related content or services (collectively, the "Services," as more fully defined below in Section 3) made available in the United States and its territories and possessions by CADSPARC LLC. PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND CADSPARC. In these Terms, the words "including" and "include" mean "including, but not limited to."

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you regarding the use of the Services.

Notwithstanding the foregoing, these Terms do not supersede or otherwise impact the enforceability of any agreements you may have with CADSPARC regarding 3D printing and/or design services. To the extent (but only to the extent) any agreement you may have with CADSPARC regarding 3D printing and/or design services conflicts with these Terms, those agreements (and not these Terms) will prevail.

CADSPARC may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

IMPORTANT: PLEASE BE ADVISED THAT THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND CADSPARC CAN BE BROUGHT, INCLUDING THE ARBITRATION AGREEMENT (SEE SECTION 2 BELOW). PLEASE REVIEW THE ARBITRATION AGREEMENT BELOW CAREFULLY, AS IT REQUIRES YOU TO RESOLVE ALL DISPUTES WITH CADSPARC ON AN INDIVIDUAL BASIS AND, WITH LIMITED EXCEPTIONS, THROUGH FINAL AND BINDING ARBITRATION (AS DESCRIBED IN SECTION 2 BELOW). BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

Supplemental terms may apply to certain options or offers available through the Services, such as policies for a particular 3D print or design option, event, program, activity, or promotion. Such supplemental terms will be disclosed to you in connection with the applicable option or offer. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the

applicable option or offer. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable option or offer.

CADSPARC may make changes to these Terms from time to time. If CADSPARC makes changes, it will provide you with notice of such changes, such as by sending an email, providing a notice through the Services, or updating the date at the top of these Terms. Unless CADSPARC says otherwise in its notice, the amended Terms will be effective immediately and your continued access to and use of the Services after CADSPARC provides such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using the Services.

CADSPARC's collection and use of personal information in connection with the Services is described in CADSPARC's Privacy Notice located at <https://www.cadsparc.com/privacy-notice>.

## **2. Arbitration Agreement**

By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against CADSPARC on an individual basis in arbitration as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against CADSPARC, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against CADSPARC by someone else. For the avoidance of doubt, this precludes you from bringing or participating in any kind of any class, collective, coordinated, consolidated, representative or other kind of group, multi-plaintiff or joint action against CADSPARC.

### **(a) Agreement to Binding Arbitration Between You and CADSPARC.**

Except as expressly provided below in Section 2(b), you and CADSPARC agree that any dispute, claim or controversy in any way arising out of or relating to (i) these Terms and prior versions of these Terms, or the existence, breach, termination, enforcement, interpretation, scope, waiver, or validity thereof, (ii) your access to or use of the Services at any time, (iii) incidents or accidents resulting in personal injury that you allege occurred in connection with your use of the Services, whether the dispute, claim or controversy occurred or accrued before or after the date you agreed to the Terms, or (iv) your relationship with CADSPARC, will be settled by binding arbitration between you and CADSPARC, and not in a court of law. This Agreement survives after your relationship with CADSPARC ends.

You acknowledge and agree that you and CADSPARC are each waiving the right to a trial by jury or to bring or to participate as a plaintiff or class member in any class, purported class, collective, coordinated, consolidated, or representative proceeding.

This Arbitration Agreement shall be binding upon, and shall include any claims brought by or against any third-parties, including but not limited to your spouses, heirs, third-party beneficiaries and assigns, where their underlying claims are in relation to your use of the Services. To the extent that any third-party beneficiary to this agreement brings claims against the Parties; those claims shall also be subject to this Arbitration Agreement.

**(b) Exceptions to Arbitration**

Notwithstanding the foregoing, this Arbitration Agreement shall not require arbitration of the following claims: (i) individual claims brought in small claims court so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; (ii) individual claims of sexual assault or sexual harassment occurring in connection with your use of the Services; and/or (iii) injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

Such claims may be brought and litigated in a court of competent jurisdiction by you on an individual basis only. On an individual basis means that you cannot bring such claims as a class, coordinated, consolidated, collective, or representative action against CADSPARC. For the avoidance of doubt, this precludes you from bringing claims as or participating in any kind of any class, collective, coordinated, consolidated, representative or other kind of group, multi-plaintiff or joint action against CADSPARC and no action brought by you may be consolidated or joined in any fashion with any other proceeding. Where your claims are brought and litigated to completion on such an individual basis in a court of competent jurisdiction, CADSPARC agrees to honor your election.

The parties' agreement not to require arbitration in these limited instances does not waive the enforceability of this Arbitration Agreement as to any other provision (including, but not limited to, the waivers provided for in Section 2(a), which will continue to apply in court as well as in arbitration), or the enforceability of this Agreement as to any other controversy, claim or dispute.

**(c) Rules and Governing Law.**

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879.

The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this

Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are applicable, unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel. If there is a dispute about whether this Arbitration Agreement can be enforced or applies to a dispute, you and CADSPARC agree that the arbitrator will decide that issue.

Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties to be bound by the provisions of the FAA for all purposes, including, but not limited to, interpretation, implementation, enforcement, and administration of this Arbitration Agreement, and that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue regarding the interpretation or enforcement of this Arbitration Agreement, then that issue shall be resolved under the laws of the state where you reside when you accept these Terms.

Any dispute, claim, or controversy arising out of or relating to incidents or accidents resulting in personal injury (including but not limited to sexual assault or harassment claims) that you allege occurred in connection with your use of the Services, whether before or after the date you agreed to the Terms, shall be governed by and construed in accordance with the laws of the state in which the incident or accident occurred.

**(d) Process.**

Pre-Arbitration Dispute Resolution and Notification. Prior to initiating an arbitration, you and CADSPARC each agree to notify the other party in writing of any dispute and to attempt to negotiate an informal resolution. Notice of the dispute must include the party's name, preferred contact information, a brief description of the dispute, and the relief sought. Notice to CADSPARC must be sent to support@cadsparc.com. Neither party shall initiate arbitration until 30 days after the notice is sent. Engaging in this pre-arbitration dispute resolution and notification process is a requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal resolution process required by this paragraph.

Initiating Arbitration. In order to initiate arbitration, a party must provide the other party with a written Demand for Arbitration and file the Demand with AAA as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879). A party initiating an arbitration against CADSPARC must send an e-mail to support@cadsparc.com. The Arbitrator will be either (1) a retired judge or (2) an attorney licensed to practice law in the state where the arbitration is conducted. The Arbitrator will be selected by the parties from the AAA's National Roster of Arbitrators. If the parties are unable to agree upon an

Arbitrator after a good faith meet and confer effort, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.

**(e) Location and Procedure.**

Unless you and CADSPARC otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$5,000, then the arbitration will be conducted solely on the basis of documents you and CADSPARC submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your claim exceeds \$5,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

**(f) Arbitrator's Decision.**

The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. If you prevail in arbitration you may seek an award of attorneys' fees and expenses to the extent permitted under applicable law. CADSPARC will not seek, and hereby waives all rights CADSPARC may have under applicable law to recover attorneys' fees and expenses if CADSPARC prevails in arbitration.

**(g) Fees.**

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

**(h) Severability and Survival.**

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from these Terms; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

### **3. VirtualPrint 3D Printing Platform & Design Services**

CADSPARC operates a VirtualPrint 3D Printing Platform that is offered in a number of forms, including mobile and/or web based applications (“Applications”). Among other things, the VirtualPrint 3D Printing Platform enables you to receive: (i) services rendered by CADSPARC that facilitate your connection to independent third party providers, including 3D print partners and design services (“Third Party Providers”), for the purchase of services or goods, such as VirtualPrint 3D printing and/or design services from those Third Party Providers; and (ii) any related content or services, including payment processing and customer support. The VirtualPrint 3D Printing Platform and the CADSPARC content or services described in this Section are collectively referred to as “the Services”. Unless otherwise agreed by CADSPARC in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use.

YOU ACKNOWLEDGE THAT YOUR ABILITY TO OBTAIN 3D PRINTING AND/OR DESIGN SERVICES FROM THIRD PARTY PROVIDERS THROUGH THE USE OF THE VIRTUALPRINT 3D PRINTING PLATFORM AND DESIGN SERVICES DOES NOT ESTABLISH CADSPARC AS A PROVIDER OF 3D PRINTING OR DESIGN SERVICES. CADSPARC IS NOT A COMMON OR MANUFACTURER AND USE OF THE VIRTUALPRINT 3D PRINTING PLATFORM IS ONLY OPEN TO REGISTERED USERS OF THE VIRTUALPRINT 3D PRINTING SERVICE AND NOT TO THE GENERAL PUBLIC.

YOU ACKNOWLEDGE THAT INDEPENDENT THIRD PARTY PROVIDERS, INCLUDING 3D PRINT PARTNERS ARE NOT ACTUAL AGENTS, APPARENT AGENTS, OSTENSIBLE AGENTS, OR EMPLOYEES OF CADSPARC IN ANY WAY.

YOU ALSO ACKNOWLEDGE THAT ANY SAFETY RELATED EFFORT, FEATURE, PROCESS, POLICY, STANDARD OR OTHER EFFORT UNDERTAKEN BY CADSPARC, IN THE INTEREST OF PUBLIC SAFETY (WHETHER REQUIRED BY APPLICABLE REGULATIONS OR NOT), IS NOT AN INDICIA OF AN EMPLOYMENT, ACTUAL AGENCY, APPARENT AGENCY, OR OSTENSIBLE AGENCY RELATIONSHIP WITH AN INDEPENDENT THIRD PARTY DRIVER.

#### **License.**

Subject to your compliance with these Terms, CADSPARC grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by CADSPARC and CADSPARC's licensors.

**Restrictions.**

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by CADSPARC; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

**Third Party Services and Content.**

The Services may be made available or accessed in connection with third party services and content (including advertising) that CADSPARC does not control. Once you click on a link to third party services or content, you will be subject to the terms and conditions and privacy policy of that website, destination, or third party service provider. CADSPARC will not warn you that you have left the Services or that you are subject to the terms and conditions (including privacy policies) of another website, destination, or third party service provider. You use all links in third party websites and advertisements at your own risk as these are not part of the Services and are not controlled by CADSPARC. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. CADSPARC does not endorse such third party services and content and in no event shall CADSPARC be responsible or liable for any products or services of such third party providers.

**App Stores.**

You acknowledge and agree that the availability of the Applications may be dependent on the third party from which you received the Application's license, e.g., the Apple iPhone or Android app stores ("App Store"). You acknowledge and agree that this Agreement is between you and CADSPARC and not with the App Store and that CADSPARC is responsible for the provision of Services as described in this Agreement. However, if you downloaded the Application from the Apple App Store, Apple and its subsidiaries are third-party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof. This Agreement incorporates by reference Apple's Licensed Application End User License Agreement, for purposes of which, you are "the end-user." In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement will control.

**Ownership.**

The Services and all rights therein are and shall remain CADSPARC's property or the property of CADSPARC's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights in or related to the Services except for the limited license granted above.

You agree that you will not use CADSPARC's trademarks, service marks, or trade dress or any similar names, marks, or trade dress ("CADSPARC's Marks"), aside from use incidental to your use of the Services, without express, written permission from CADSPARC. This prohibition on using CADSPARC's Marks includes, but is not limited to, use in domain names, websites, and social media accounts.

#### **4. Access and Use of the Services**

##### **User Accounts.**

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account, unless a specific Service permits otherwise. You cannot register for or maintain an Account if you have previously been banned from accessing or using the Services. Account registration requires you to submit to CADSPARC certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method supported by CADSPARC. For more information regarding CADSPARC's use of your personal information, please see our Privacy Notice currently available at <https://cadsparc.com/privacy-notice>. You agree to maintain accurate, complete, and up-to-date information in your Account, including a valid phone number, address and payment method. Your failure to comply with these Terms (including policies and supplemental terms) including, without limitation, your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by CADSPARC in writing, you may only possess one Account.

##### **User Requirements and Conduct.**

You agree to abide by the CADSPARC Community Guidelines, available here. Failure to comply with the Community Guidelines or any violation of these terms may result in the permanent loss of access to the Services.

The Services are not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive 3D printing or design services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes (e.g., no printing of unlawful or hazardous materials). You may not in your access or use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. If you request an inappropriate 3D print or design, you acknowledge and agree that neither CADSPARC nor the Third Party Provider is responsible for the misuse of the service. You acknowledge and agree that it is your obligation to ensure that the 3D print is appropriate and that

the design is acceptable. If you request a 3D print or design with sharp or shocking hazardous objects, you acknowledge and agree that neither CADSPARC nor the Third Party Provider is responsible for any injury or incident that may arise out of the 3D printed object provided by the Third Party Provider. In certain instances you may be asked to provide proof of age, identity or other method of identity verification to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of age, identity or other method of identity verification.

#### **Text Messaging and Telephone Calls.**

You agree that CADSPARC LLC, and its subsidiaries, representatives, affiliates, officers and directors, may contact you by telephone or text messages (including by an automatic telephone dialing system and/or with an artificial or pre-recorded voice) at any of the phone numbers provided by you or on your behalf in connection with an CADSPARC account, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services. You also understand that you may opt out of receiving text messages from CADSPARC at any time, either by replying "STOP" using the mobile device that is receiving the messages, or by contacting support@cadsparc.com. If you do not choose to opt out, CADSPARC may contact you as outlined in its User Privacy Notice, located at <https://www.cadsparc.com/privacy-notice>.

You agree that CADSPARC may contact you using any of the phone numbers you provided in connection with an CADSPARC account (including via text or voice-recorded message) or your email address in the case of suspected fraud or unlawful activity.

#### **User Provided Content.**

CADSPARC may, in CADSPARC's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to CADSPARC through the Services textual, audio, and/or visual content and information, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to CADSPARC, you grant CADSPARC a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and CADSPARC's business and on third party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant CADSPARC the license to the User Content as set forth above; and (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor CADSPARC's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or

proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by CADSPARC in its sole discretion, whether or not such material may be protected by law. CADSPARC may, but shall not be obligated to, review, monitor, and remove User Content, at CADSPARC's sole discretion and at any time and for any reason, without notice to you.

#### **User Feedback.**

As CADSPARC respects your rights to your ideas, please do not submit any confidential ideas, information, or suggestions in any form to CADSPARC or any of its affiliates. For any ideas, information, or suggestions you do submit, regardless of what your communication regarding your submissions says, you understand that your submissions are voluntary and the following terms shall apply to your submissions: (i) your submissions and their contents will automatically become the property of CADSPARC, without any compensation to you; (ii) CADSPARC has no obligation to review your submissions; (iii) CADSPARC may implement and distribute any portion of your submissions and their contents for any purpose in any way, without any compensation to you; and (iv) CADSPARC has no obligation to keep your submissions confidential unless agreed upon a non-disclosure agreement between you and CADSPARC.

#### **Network Access and Devices.**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. CADSPARC does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

#### **5. Payment**

You understand that use of the Services may result in charges to you for the services or goods you receive ("Charges"). CADSPARC will enable your payment of the applicable Charges for services or goods obtained through your use of the Services. Charges will include applicable taxes where required by law. Charges may include other applicable fees, product return fees, cancellation fees, estimated or actual tolls, and/or surcharges. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand or due to other marketplace factors.

All Charges and payments will be enabled by CADSPARC using the preferred payment method designated in your Account, after which you will receive a receipt. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that CADSPARC may use a secondary payment method in your Account, if available. Charges paid by you are final and non-refundable, unless otherwise determined by CADSPARC.

As between you and CADSPARC, CADSPARC reserves the right to establish or adjust Charges for any or all services or goods obtained through the use of the Services at any time. CADSPARC will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Certain users may from time to time receive promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. Promotional offers and discounts are subject to change or withdrawal at any time and without notice. You may elect to cancel your request for Services at any time prior to the commencement of such Services, in which case you may be charged a cancellation fee on a Third Party Provider's behalf.

With respect to Third Party Providers, Charges you incur will be owed directly to Third Party Providers, and CADSPARC will collect payment of those charges from you, on the Third Party Provider's behalf as their limited payment collection agent, and payment of the Charges shall be considered the same as payment made directly by you to the Third Party Provider. In such cases, you retain the right to request lower Charges from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods, and Charges you incur will be owed to the Third Party Provider. CADSPARC will consider in good faith any request from a Third Party Provider to modify the Charges for a particular service or good. This payment structure is intended to fully compensate a Third Party Provider, if applicable, for the services or goods obtained in connection with your use of the Services. There also may be certain Charges you incur that will be owed and paid directly to CADSPARC or its affiliates. For the avoidance of doubt, CADSPARC does not charge a fee for a user to access the VirtualPrint 3D Printing Platform, but retains the right to charge users a fee or any other Charge for accessing Services made available through the 3D printing Platform. Even if not indicated on the VirtualPrint 3D Printing Platform, you understand that the prices for 3D printing and design services may differ from the prices offered or published by Third Party Providers for the same product or menu items and/or from prices available at other third party websites/mobile applications.

If you think a correction should be made to any Charge you incurred, you must let CADSPARC know in writing within 30 days after the Charge took place or CADSPARC will have no further responsibility and you waive your right to later dispute the amounts charged.

## **6. Disclaimers; Limitation of Liability; Indemnity.**

### **Disclaimer.**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." CADSPARC DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, CADSPARC MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

CADSPARC DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

CADSPARC DOES NOT CONTROL, MANAGE OR DIRECT ANY THIRD PARTY PROVIDERS INCLUDING 3D PRINT PARTNERS. THIRD PARTY PROVIDERS ARE NOT ACTUAL AGENTS, APPARENT AGENTS, OSTENSIBLE AGENTS, OR EMPLOYEES OF CADSPARC.

CADSPARC DOES NOT CONTROL, ENDORSE OR TAKE RESPONSIBILITY FOR ANY USER CONTENT OR THIRD PARTY CONTENT AVAILABLE ON OR LINKED TO BY THE SERVICES. CADSPARC CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

### **Limitation of Liability.**

CADSPARC SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF CADSPARC, EVEN IF CADSPARC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CADSPARC SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF CADSPARC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CADSPARC SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND CADSPARC'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY PROVIDERS PROVIDING 3D PRINTING

SERVICES REQUESTED THROUGH SOME CADSPARC SERVICES MAY OFFER 3D MODELING DESIGN SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. YOU ACKNOWLEDGE THAT THIRD PARTY PROVIDERS ARE NOT OSTENSIBLE AGENTS, APPARENT AGENTS, ACTUAL AGENTS, OR EMPLOYEES OF CADSPARC.

THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE 3D PRINTING AND/OR DESIGN SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT CADSPARC HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY 3D PRINTING AND/OR DESIGN SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

CADSPARC SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF LACK OF OR IMPROPER PACKAGING FROM THIRD PARTY PROVIDERS.

CADSPARC SHALL NOT BE LIABLE FOR ANY OBJECT OR MATERIAL PACKAGED FOR DELIVERY RESULTING FROM VIRTUALPRINT 3D PRINTING AND/OR DESIGN SERVICES FROM THIRD PARTY PROVIDERS.

THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, CADSPARC'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON CADSPARC'S CHOICE OF LAW PROVISION SET FORTH BELOW.

#### **Indemnity.**

You agree to indemnify and hold CADSPARC and its affiliates and their officers, directors, employees, and agents harmless from and against any and all actions, claims, demands, losses, liabilities, costs, damages, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) CADSPARC's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

#### **7. Other Provisions**

##### **Choice of Law.**

These Terms shall be governed by and construed in accordance with the laws of the State of Massachusetts, U.S.A., without regard to the choice or conflict of law principles of any jurisdiction, except as may be otherwise provided in the Arbitration Agreement in Section 2 above or in

supplemental terms applicable to your region. This Choice of Law provision applies only to the interpretation of these Terms and is not intended to create any other substantive right to non-Bostonians to assert claims under Massachusetts law or bring claims in Massachusetts courts whether that be by statute, common law, or otherwise. These provisions, and except as otherwise provided in Section 2 of these Terms, are only intended to specify the use of Massachusetts law to interpret these Terms, and these provisions shall not be interpreted as generally extending Massachusetts law to you if you do not otherwise reside in Massachusetts.

Any dispute, claim, or controversy arising out of or relating to incidents or accidents resulting in personal injury (including but not limited to sexual assault or harassment claims) that you allege occurred in connection with your use of the Services, whether before or after the date you agreed to the Terms, shall be governed by and construed in accordance with the laws of the state in which the incident or accident occurred.

#### **Choice of Forum.**

Any dispute, claim or controversy arising out of or relating to these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, shall be brought exclusively in the state and federal courts of Massachusetts, notwithstanding that other courts may have jurisdiction over the parties and subject matter, except as may be otherwise provided by the Arbitration Agreement above or in supplemental terms applicable to your region.

Notwithstanding the foregoing, any dispute, claim, or controversy arising out of or relating to incidents or accidents resulting in personal injury (including but not limited to sexual assault or harassment claims) that you allege occurred in connection with your use of the Services, whether before or after the date you agreed to the Terms, shall be brought exclusively in the state and federal courts in the State in which the incident or accident occurred, notwithstanding that other courts may have jurisdiction over the parties and subject matter, and except as may be otherwise provided in the Arbitration Agreement above or in supplemental terms applicable to your region, to the extent permitted by law.

The foregoing Choice of Law and Choice of Forum provisions do not apply to the Arbitration Agreement in Section 2, and we refer you to Section 2 for the applicable provisions for such disputes.

#### **Claims of Copyright Infringement.**

Claims of copyright infringement should be sent to CADSPARC via e-mail at [support@cadsparc.com](mailto:support@cadsparc.com).

**Notice.**

CADSPARC may give notice by means of a general notice on or through the Services, electronic mail to the email address associated with your Account, telephone or text message to any phone number provided in connection with your account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or at the time of sending (if sent by email, telephone, or on or through the Services). You may give notice to CADSPARC, with such notice deemed given when received by CADSPARC, at any time by first class mail or pre-paid post to our registered agent for service of process, c/o CADSPARC LLC. If another provision of these Terms addresses any specific notice (for example, notice of updates to these Terms, or notice of a dispute or arbitration demand), those specific notice provisions shall prevail to the extent there is any conflict or inconsistency between those provisions and this notice provision.

**General.**

You may not assign these Terms without CADSPARC's prior written approval. CADSPARC may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of CADSPARC's equity, business or assets; or (iii) a successor by merger. Any purported assignment by you in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, CADSPARC or any Third Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. CADSPARC's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CADSPARC in writing. This provision shall not affect the Severability and Survivability section of the Arbitration Agreement of these Terms.