

## Glowforge Terms of Service

Last Updated: June 21, 2017

Welcome, and thank you for your interest in Glowforge, Inc. ("Glowforge," "we," or "us") and our website at glowforge.com and subdomains including app.glowforge.com and community.glowforge.com, along with our related websites, networks, applications, and software provided in connection with the Product (as defined below), and other services provided by us (collectively, the "Service"). These Terms of Service are a legally binding contract between you and Glowforge regarding your use of the Service, including to purchase the Product, Designs and Materials (as defined below).

PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY CLICKING "I ACCEPT," OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND, BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE GLOWFORGE PRIVACY POLICY (TOGETHER, THESE "TERMS"). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND GLOWFORGE'S PROVISIONS OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY GLOWFORGE AND BY YOU TO BE BOUND BY THESE TERMS.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 21, you agree that disputes arising under these Terms (including any dispute arising from your purchase or use of a Product) will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND GLOWFORGE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 21).

Overview. Glowforge makes available wireless hardware products, including those known as "Glowforge Basic", "Glowforge Pro", and "Glowforge Air Filter", and related accessories (collectively referred to as the "Product" in these Terms) that, together with the Service, can print on a variety of materials. Users may also purchase additional materials from Glowforge that may be used with the Product ("Materials"), upload designs to the Service to use with the Product, and print designs ("Designs") provided by Glowforge (as available). You must be connected to the Service in order to use the Product.

Eligibility. You must be at least 13 years old to use the Service. If you are under 18, you must have the consent of your parent or guardian on your behalf and only use the Service under their direct supervision. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 13 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

Accounts and Registration. To access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password. Each user must have their own account and you also agree that you will not allow others to use your account. If you believe that your account is no longer secure, then you must immediately notify us at support@glowforge.com.

Use of the Product; Glowforge Service. You represent that each Product you have offered to purchase is for your own use and not for resale. Use of the Product may be subject to local laws, regulations, and ordinances in your jurisdiction, including air quality laws, noise control laws, and other health and safety laws. You are responsible for complying with all applicable laws. It is your responsibility to determine whether your use of the Product complies with local laws, regulations, and ordinances. For example, Glowforge makes units available with air filters, but you are still responsible for determining whether the air filter meets any standards required by the laws in your jurisdiction. You may request information about the Product from Glowforge to assist you in making your determination,

but Glowforge may not have such information available and will not be liable for errors in that information or for your determination. If you do not have sufficient information to determine whether your use of the Product will comply with all applicable laws, regulations, and ordinances, then you should not purchase the Product. You must also use each Product in strict accordance with the user documentation provided together with the Product. The Product will not work without an Internet connection and an account on the Service. Use of the Service is subject to these Terms. If you violate the Terms, you may not be able to use the Product or certain features of the Product. Glowforge will not be liable for your inability to use the Product.

**General Payment Terms.** In order for your offer to purchase the Product to be eligible for Glowforge's acceptance, you must pay the amount for the Product elected by you as set forth on the Service by credit card through PayPal, Stripe, or another payment method designated on our website. Payment does not guarantee acceptance of your pre-order. Glowforge may elect to offer premium features that require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All prices and fees are in U.S. Dollars and are non-refundable.

**Pricing.** Glowforge reserves the right to determine pricing for the Product, Service, Designs and Materials, as well as charges for shipping the Product or Materials. Glowforge will make reasonable efforts to keep pricing information published on the website up to date. We encourage you to check our website periodically for current pricing information. Glowforge, at its sole discretion, may make promotional offers with different features and different pricing to any of Glowforge's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms. Except in the case of sales tax for certain locations which are identified when payment is provided, all import duties, taxes, tariffs, and other charges are not included in the Product, Service, Designs or Materials price or shipping costs. These charges are your responsibility. Please check with your state and country's customs office to determine if there will be additional costs prior to completing your order. If you have already placed a pre-order and discovered that such taxes make your pre-order untenable for you, please contact Glowforge support at support@glowforge.com to rescind your pre-order, and we will refund the amount you paid in connection with your pre-order in full. All orders for the Product, Service, Designs or Materials must be paid in full, including shipping, prior to delivery by Glowforge of the Product, Service, Designs or Material to the carrier. Glowforge reserves the right to suspend delivery and performance until full payment is received.

**Authorization.** You authorize Glowforge to charge all sums for the orders that you make and any level of Service you select as described in these Terms or published by Glowforge, to the payment method specified in your account. If you pay any fees with a credit card, Glowforge may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

**Subscription Service.** In the future, the Service may include additional, premium features that include automatically recurring payments for periodic charges ("Subscription Service"), for example, monthly delivery of materials. If you decide to activate a Subscription Service, you authorize Glowforge to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. The "Subscription Billing Date" is the date when you purchase your first subscription to the Service. Your account will be charged automatically on the Subscription Billing Date all applicable fees for the next subscription period. The subscription will continue unless and until you cancel your subscription or we terminate it. You must cancel your subscription before it renews in order to avoid billing of the next periodic subscription fee to your account. We will bill the periodic subscription fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). Glowforge may increase the subscription fee for any subsequent subscription period if Glowforge gives you advance notice of the increase before it applies. Glowforge may decrease the subscription fee for any subsequent subscription period without notice. You may cancel a Subscription Service by contacting us at: support@glowforge.com.

**Delinquent Accounts.** Glowforge may suspend or terminate access to the Service for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees.

Licenses

Limited License. Subject to your complete and ongoing compliance with these Terms, Glowforge grants you, solely for your personal use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service. License Restrictions. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Service; (b) make modifications to the Service; (c) access the Service (or any component of the Service) in order to build a competitive or similar service; or (d) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, you may not use it.

Feedback. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service ("Feedback"), then you hereby grant Glowforge an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

#### User Content

User Content Generally. Certain features of the Service may permit users to upload content to the Service, including messages, designs, specifications, reviews, photos, video, images, folders, data, text, and other types of works ("User Content") and to publish User Content on the Service. You retain any copyright and other proprietary rights that you may hold in the User Content that you post to the Service, except as modified by your own action or actions to grant a license in accordance with Section 7.2 or 7.3.

Limited License Grant to Glowforge. By submitting, posting, publishing, or sharing User Content to a public area of the Service (e.g. the Glowforge community forum), you grant Glowforge a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or later developed. User Content uploaded to a private area of the Service (e.g., a design for use with your Product) shall be considered confidential and treated by Glowforge with the same care as its own confidential data. By uploading this User Content to a private area of the Service, you grant Glowforge a worldwide, non-exclusive, royalty-free, fully paid right and license to host, store, transfer, display, perform, reproduce, and modify, that User Content for the full period of time that you maintain your account on the Service, solely to enable your use of that User Content or to resolve any issues that may arise with the Service.

Limited License Grant to Other Users.

By submitting, posting, publishing, or sharing User Content with other users of the Service, you grant those users a non-exclusive license to access and use that User Content as permitted by these Terms, any additional terms you agree to at the time that you upload that User Content, and the functionality of the Service. Glowforge may allow you to require payment from other users of the Service in exchange for use of your User Content. Such an arrangement will be conditional on your acceptance of additional license terms in a separate document or agreement.

Notwithstanding Section 7.3.1, if you submit, post, publish, or share any of your designs to [community.glowforge.com](http://community.glowforge.com), then (a) you grant other users of the Service a non-exclusive license to use and modify the design for non-commercial purposes, to submit, post, publish, or share any modifications on [community.glowforge.com](http://community.glowforge.com), and to use the Service to produce and share physical objects made from these designs with others for non-commercial purposes, (b) you retain your right to license your designs to other people in your sole discretion, and (c) you represent that you are the sole and exclusive owner of all rights in the designs.

User Content Representations and Warranties. Under Section 17.2, Glowforge disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of submitting, posting, publishing, or sharing User Content. By submitting, posting, publishing, or sharing User Content, you affirm, represent, and warrant that:

you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize Glowforge and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by Glowforge, the Service, and these Terms;  
your User Content, and the use of your User Content as contemplated by these Terms,

complies with the requirements under Section 9 (Prohibited Activities).

User Content Disclaimer. Glowforge is under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. Glowforge may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment may violate these Terms or is otherwise objectionable. You understand that when using the Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Glowforge with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Glowforge does not permit copyright-infringing activities on the Service.

Monitoring Content. Glowforge does not control and does not have any obligation to monitor: (a) User Content; (b) any content made available by third parties; or (c) the use of the Service by its users. You acknowledge and agree that Glowforge reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time Glowforge chooses to monitor the content, Glowforge still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy.

#### Digital Millennium Copyright Act

DMCA Notification. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the Service, you may contact our Designated Agent at the following address:

Glowforge, Inc.  
ATTN: Legal Department (Copyright Notification)  
2200 1st Avenue South  
1st Floor  
Seattle, WA, 98134, USA  
Email: [copyright@glowforge.com](mailto:copyright@glowforge.com)

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- a description of the copyright-protected work or other intellectual property right that you claim has been infringed;
- a description of the material that you claim is infringing and where it is located on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the use of those materials on the Service is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Repeat Infringers. Glowforge will promptly terminate without notice the accounts of users that are determined by Glowforge to be "Repeat Infringers." A Repeat Infringer is a user who has been notified of infringing activity or has had User Content removed from the Service at least twice.

#### Prohibited Conduct. BY USING THE SERVICE YOU AGREE NOT TO:

- use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- use the Service to design or manufacture any dangerous or illegal material, or in any way that may cause physical harm to a person or animal or damage any property;
- use the Product, Service, Design or Materials other than intended as described in the User Manual;

violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right; post, upload, or distribute any User Content or other content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;

interfere with security-related features of the Service, including by: (a) disabling or circumventing features that prevent or limit unlicensed use or copying of any content; or (b) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law; or (c) attempting to interact with the Service in a way not authorized by this agreement;

interfere with the operation of the Service or any user's enjoyment of the Service, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Service; (c) attempting to collect personal information about another user or third party without consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service, or violating any regulation, policy, or procedure of any such network, equipment, or server;

perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, providing incorrect information when creating or modifying a Service account, or falsifying your age or date of birth;

sell or otherwise transfer the access to the Service granted under these Terms or any materials available via the Service or any right or ability to view, access, or use any material available via the Service;

use an account to access the Product without express permission from the owner of that Product;

use, evaluate, view, or copy the Service, including any source code or user interface, in whole or in part, in order to compete with the Service; or

attempt to do any of the acts described in this Section 9, create tools to facilitate the acts described in this Section 9, or assist or permit any person in engaging in any of the acts described in this Section 9.

#### Third Party Terms

**Third-Party Services and Linked Websites.** Glowforge may provide tools through the Service that enable you to export information, including User Content, to third party services, including through features that allow you to link your account on Glowforge with an account on the third party service, such as Twitter for Facebook, or through our implementation of third party buttons (such as "like" or "share" buttons). By using one of these tools, you agree that we may transfer that information to the applicable third-party service. Third party services are not under Glowforge's control, and Glowforge is not responsible for any third party service's use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under our control, and we are not responsible for their content.

**Third Party Software.** The Service may include or incorporate third party software components, which may be subject to additional third-party terms, or may be licensed directly from third parties. Glowforge is not responsible for any third party software components.

**Term, Termination of Use; Discontinuation and Modification of the Service.** These Terms are effective beginning at the earlier of when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in this Section. You may terminate your account at any time by contacting customer service at support@glowforge.com. If you violate any provision of these Terms, your permission from us to use the Service will terminate automatically. In addition, Glowforge may in its sole discretion suspend or terminate your access to the Service, or portions of the Service, during an investigation of a violation of these Terms. Glowforge's determination that a violation has occurred will be in its sole and absolute discretion. Upon Glowforge's determination that a violation has occurred, Glowforge may immediately terminate your access to the Service or portions of the Service. Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer have access to your account; (c) you must pay Glowforge any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination will survive. Glowforge also reserves the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the

Service), temporarily or permanently, without notice to you. Glowforge will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service.

Privacy Policy; Terms & Conditions for Online Offers to Purchase; Additional Terms

Privacy Policy. Please read the Glowforge Privacy Policy posted at <https://glowforge.com/privacy-policy/> carefully for information relating to our collection, use, storage and disclosure of your personal information. The Glowforge Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

Additional Terms. Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the "Additional Terms"), such as end-user license agreements for any downloadable software applications, User Manuals, or rules that applicable to a particular feature or content on the Service, subject to Section 15. All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

#### Purchase of the Product and Materials

Terms & Conditions for Online Offers to Purchase the Product. Each pre-order you submit for a Product constitutes an offer to purchase that Product. Pre-orders are complete when Glowforge informs you that your shipment is ready and you provide final approval to ship. Completed pre-orders are subject to Glowforge's acceptance and may be rejected at any time and for any reason at Glowforge's discretion. If Glowforge rejects your offer, Glowforge will, as your sole and exclusive remedy and Glowforge's sole and exclusive liability, refund the amount you paid as described in Section 13.6. Glowforge will send you an email to the address provided by you once the Product is ready for shipment to indicate whether your pre-order has been accepted or rejected. If you have any questions, comments, or concerns regarding Glowforge's pre-order acceptance policy, or if you believe that your pre-order was rejected in error, please contact Glowforge at [support@glowforge.com](mailto:support@glowforge.com). If you do not provide your shipping information within 30 days of Glowforge's request, Glowforge may, at its sole discretion, provide you a full refund of the amount you paid or continue to attempt to contact you. Glowforge will make reasonable efforts to contact you to provide a refund after that 30 day period, but if Glowforge does not receive a response from you within 90 days of Glowforge's initial request for your shipping address, or if Glowforge is not able to process your refund after that 30 day period (for example, due to a cancelled credit card or closed PayPal account), then Glowforge will treat the amount that you paid as unclaimed property in accordance with applicable law.

Changes. Glowforge expressly reserves the right, at any time and without notice, to discontinue the production or change the specifications of any Product, Service, Designs or Material.

Shipping Charges. We list shipping charges for each country on our website, and you must pay all shipping charges for the location of the address you provide. You must also pay all tariff, import, customs, tax, and other charges applicable in your jurisdiction. If shipping costs to the address that you provide for an accepted pre-order are higher than the shipping costs you paid at the time that you offered to purchase the Product, Glowforge may, in its sole discretion, require you to pay additional shipping fees or refund the full amount you paid.

Export Control. You acknowledge that the Product may be subject to export control laws and other laws and regulations of the United States and other countries, and that if Glowforge ships the Product to you, the Product may be impounded or otherwise confiscated by customs or other authorities. You are responsible for compliance with all applicable export control laws and regulations. You represent that you will not export, re-export, or transfer indirectly or directly any Product outside of the United States without obtaining proper authorization from the applicable government agencies. Without limiting the immediately preceding sentence, you will not export, re-export, or transfer directly or indirectly any Product to: (i) an embargoed/terrorist supporting country, including Cuba, Iran, North Korea, Syria, Sudan, or any other such country as determined by the U.S. government; (ii) a person or entity barred by the U.S.

Government on export activity lists, including persons or entities on the Treasury Department Specially Designated National List, Entities List, and Denied Persons List; or (iii) any destination for an end use that is prohibited by applicable law. You will defend and hold Glowforge harmless against all claims, damages, or liability resulting

from breach of the foregoing.

**Title, Risk of Loss, Delivery, and Inspection.** Title to all the Product and Materials will pass to you when the Product or Material is delivered to the carrier, after which all risk of loss or damage to any Product or Material will be yours. Glowforge will attempt in good faith to deliver the Product and Materials in accordance with your order or any other schedule Glowforge may provide to you when placing the order, but Glowforge will not be responsible or liable for any delays or failure in such delivery. Glowforge expressly reserves the right to effect delivery of the Product or Materials ordered in any number of separate shipments, and the modes of transport and carriers will be decided at Glowforge's discretion. During any period of shortage, Glowforge may allocate its supply of the Product or Materials in any manner Glowforge deems appropriate. Glowforge will not be responsible or liable for any delay or failure to deliver due to any cause which is unavoidable or beyond Glowforge's reasonable control. In such cases, Glowforge will have the right, at its option, without penalty or any liability for breach, to terminate all or any part of any order or to reschedule delivery within a reasonable time. You should carefully examine all deliveries of the Product and Materials upon delivery, and notify Glowforge of any alleged error, shortage, defect or non-conformity of any Product or Materials within 5 days after receipt. Your failure to examine and report will constitute a waiver of any claim against Glowforge arising under these Terms or by law with respect to any such error, shortage, defect, or non-conformity reasonably discoverable by examination. You agree to make any and all claims for damage or loss in transit against the carrier.

**Refunds Before Shipment.** Glowforge allows you to request a refund for the Product until you provide final approval to ship. Refunds may take up to 10 business days to process. For more details on our refund policies, please visit our [FAQ page](#).

**Pre-Production Units.** If you have received a pre-production unit of the Product, your unit of that Product may be subject to additional or different terms provided when you confirm your address for shipment of that unit. You will cooperate with Glowforge to replace your pre-production unit of the Product with a production unit upon request.

**Product, Service, Designs and Material Use.** You agree that you will use the Product, Service, Designs and Materials in accordance with the Glowforge User Manual available in this document.

**Support.** You may request support for the Service, including any problems with the Product, by contacting us at [support@glowforge.com](mailto:support@glowforge.com). Glowforge is under no obligation to provide specific levels of support, or to meet specific response or resolution times.

**Modification of these Terms.** We reserve the right to change these Terms on a going-forward basis at any time upon 7 days' prior notice. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, you are required to accept the modified Terms in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

**Ownership; Proprietary Rights.** The Service is owned and operated by Glowforge. The Product and the visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), software, services, and all other elements of the Service are protected by intellectual property and other laws, and are the property of Glowforge or our third-party licensors. You may not make use of the Service except as expressly authorized by Glowforge. Glowforge reserves all rights in and to the Service not granted expressly in these Terms, and all rights in and to the Products not granted expressly in these Terms, any Purchase Offer Terms, or other Additional Terms. Glowforge may be independently creating content (including designs) that may be similar to or competitive with your, or another user's, User Content. Nothing in this Agreement will be construed as restricting or preventing Glowforge from creating new content and exploiting any of Glowforge's intellectual property rights, without any obligation to you.

**Indemnity.** You are responsible for your use of the Service and all Products, and you will defend and indemnify Glowforge and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with: (a) your access to, use of, or misuse of, the Service or any Product, in a way that is harmful to others; (b) your violation of any

portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

#### Warranties and Disclaimers

Limited Warranty for the Product and Materials. Please review the limited warranty for the Product and Materials, located at [glowforge.com/warranty](http://glowforge.com/warranty), carefully before making a purchase decision.

All Designs Licensed As-Is Without Warranty. All Designs are provided as-is, without any warranty. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL GLOWFORGE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE DESIGNS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF GLOWFORGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

\_\_\_No Warranty for Items Made Through Use of the Product. \_\_\_ GLOWFORGE DOES NOT WARRANT ANY ITEM THAT YOU MAKE THROUGH USE OF THE PRODUCT OR THE DESIGNS. YOU UNDERSTAND AND AGREE THAT YOU BEAR SOLE RESPONSIBILITY FOR ANY ITEMS MADE THROUGH USE OF THE PRODUCT, INCLUDING THE SOLE RESPONSIBILITY FOR ENSURING THAT WHAT YOU MAKE IS SAFE AND SUITABLE FOR HOW IT IS USED.

No Warranty for the Service or Items Made with the Service. THE SERVICE AND ALL CONTENT (INCLUDING ALL DESIGNS) AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. GLOWFORGE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL CONTENT AVAILABLE THROUGH THE SERVICE (INCLUDING ANY DESIGNS), INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. GLOWFORGE DOES NOT WARRANT ANY ITEM THAT YOU MAKE THROUGH USE OF THE PRODUCT OR THE DESIGNS. YOU UNDERSTAND AND AGREE THAT YOU BEAR SOLE RESPONSIBILITY FOR ANY ITEMS MADE THROUGH USE OF THE PRODUCT OR WITH THE DESIGNS, INCLUDING THE SOLE RESPONSIBILITY FOR ENSURING THAT WHAT YOU MAKE IS SAFE AND SUITABLE FOR HOW IT IS USED. GLOWFORGE DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY CONTENT OFFERED THROUGH THE SERVICE (INCLUDING ANY DESIGNS), WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND GLOWFORGE DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR ANY CONTENT AVAILABLE THROUGH THE SERVICE (INCLUDING ANY DESIGNS) WILL CREATE ANY WARRANTY THAT IS NOT EXPRESSLY STATED IN THESE TERMS. GLOWFORGE IS NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT GLOWFORGE IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY INCLUDING ANY DAMAGE TO YOUR PROPERTY CAUSED BY THE PRODUCT, SERVICE, DESIGNS, MATERIALS, USER CONTENT, ANY OTHER MATERIALS OR PROPERTY, OR ANY ITEMS THAT YOU MAKE THROUGH USE OF THE PRODUCT, SERVICE, OR DESIGNS, OR ANY LOSS OF DATA.

HOWEVER, GLOWFORGE DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT GLOWFORGE IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

#### Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL GLOWFORGE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE, ANY CONTENT ON THE SERVICE, OR ANY PRODUCT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GLOWFORGE HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. EXCEPT AS PROVIDED IN SECTION 21.4(iii), (A) THE AGGREGATE LIABILITY OF GLOWFORGE TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR ANY CONTENT ON THE SERVICE UNDER THESE



TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (1) THE AMOUNT YOU HAVE PAID TO GLOWFORGE FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (2) \$100; and (B) THE AGGREGATE LIABILITY OF GLOWFORGE TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PRODUCT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE AMOUNT YOU PAID TO GLOWFORGE FOR THAT PRODUCT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 18 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Governing Law. These Terms are governed by the laws of the State of Washington without regard to conflict of law principles. You and Glowforge agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Seattle, Washington for the resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in Washington, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.

General. These Terms, together with the Privacy Policy, Terms & Conditions, and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Glowforge regarding your use of the Service. Except as expressly permitted above, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to." If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, Sections 6.3, 11, and 15 through 21, along with the Privacy Policy, Terms & Conditions, and any other accompanying agreements, will survive.

#### Dispute Resolution and Arbitration

Generally. In the interest of resolving disputes between you and Glowforge in the most expedient and cost effective manner, and except as described in Section 21.2, you and Glowforge agree that every dispute arising in connection with these Terms (including any dispute arising from your purchase or use of a Product) will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND GLOWFORGE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Exceptions. Despite the provisions of Section 21.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

Arbitrator. Any arbitration between you and Glowforge will be settled under the Federal Arbitration Act and administered by the American Arbitration Association ("AAA") under

its Consumer Arbitration Rules (collectively, "AAA Rules"). The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Glowforge. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

**Notice of Arbitration; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("Notice of Arbitration"). Glowforge's address for Notice is: Glowforge, Inc., 2200 1st Avenue South; 1st Floor; Seattle, WA 98134, USA. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Glowforge may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Glowforge must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, Glowforge will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by Glowforge in settlement of the dispute prior to the arbitrator's award; or (iii) \$5,000.

**Fees.** If you commence arbitration in accordance with these Terms, Glowforge will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in King County, Washington, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Glowforge for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

**No Class Actions.** YOU AND GLOWFORGE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Glowforge agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**Modifications to this Arbitration Provision.** If Glowforge makes any future change to this arbitration provision, other than a change to Glowforge's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to Glowforge's address for Notice of Arbitration, in which case your account with Glowforge will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected, will survive.

**Enforceability.** If Section 21.6 is found to be unenforceable or if the entirety of this Section 21 is found to be unenforceable, then the entirety of this Section 21 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 19 will govern any action arising out of or related to these Terms.

**Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

Contact Information. The Service is offered by Glowforge, Inc., located at 2200 1st Avenue South, 1st Floor; Seattle, WA 98134, USA. You may contact us by sending correspondence to that address or by emailing us at support@glowforge.com.

Notice Regarding Apple. This Section 24 only applies to the extent you are using a mobile application provided by Glowforge on an iOS device. You acknowledge that these Terms are between you and Glowforge only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Service or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement or discharge of any third party claim that the Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to these Terms against you as a third party beneficiary of these Terms. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

Please scroll to the bottom and read all material provided before you agree