Please read the following carefully. It sets forth the legally binding terms for your use of the Service and other Services made available through the Service. These terms require you arbitrate any disputes you have with us and you waive the ability to bring claims against us in a class action format.

Welcome to Xometry’s Seller Marketplace! The website(s) including the domain and subdomains of https://www.Xometry.com/suppliers (the “Site”) referencing this Xometry Seller Marketplace Terms of Use (the “Terms of Use”) are owned and operated by Xometry, Inc. (“Xometry”, “we” or “us”). These Terms of Use set out important information regarding the terms and conditions of your access and use of the Site and the features and functionality of the Xometry services described below (together with the Site, the “Services”). These Terms of Use form an agreement between Xometry and you. The terms “you”, “your” or “User” refers to the person browsing, accessing or otherwise using the Services (“use” or “using” in these Terms of Use will mean any of the foregoing).

If you do not agree to be bound by these Terms of Use, do not access the Site or use the Services. In some instances, both these Terms of Use and separate guidelines, rules, or terms of use or sale setting forth additional or different terms and/or conditions will apply to your use of the Services or to a service or product offered via the Services (in each such instance, and collectively, “Additional Terms”). These Terms of Use do not alter in any way the Additional Terms you may have or will have with Xometry. To the extent that there is any conflict between these Terms and any Additional Terms or other agreements you have with Xometry, those other Additional Terms or agreements will govern. By using the Site or the Services, you further acknowledge and accept Xometry’s Privacy Policy and consent to the collection and use of your data in accordance with our Privacy Policy.

If you are having any trouble accessing these Terms and Conditions or the Site, please contact us at 240-335-7980 or seller.marketplace@xometry.com.

1. Electronic and Telephonic Communications.

a. Communications Generally. When you visit the Site or send e-mails, texts or other electronic messages to us, you are communicating with us electronically and you consent to receive communications from us and/or our partners electronically. We will communicate with you by e-mail or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. The use of the term “partner” is not intended to indicate that the “partners” are in a legal partnership with Xometry. Rather, the term is used in a marketing sense to show participation by the other parties involved in the Xometry products and services.

b. Email Communications. By creating an account on the Site, you acknowledge and agree that Xometry will send service-related e-mails relating to your account and transactions, including service updates, appointment reminders and booking confirmations. These communications can be managed through user features made available through the Site from time to time. If you are a
member of the Xometry mailing list you will also receive email communications from us regarding our products, services and initiatives (including collaborations and partnerships). If you do not wish to receive these communications, you can unsubscribe from such promotional e-mails at any time by clicking on the unsubscribe link in any of our e-mail communications. Please note that unsubscribing from promotional e-mail communications will not affect any transactional emails we send to you.

c. Telephonic Communications. By opting in to receive calls and text messages from us and our partners, as described in our Privacy Policy and any applicable Additional Terms, you acknowledge and agree that you are solely responsible for providing Xometry with accurate contact information, including your mobile device number and email address. You verify that you are the current subscriber or owner of any telephone number that you provide. Should any of your contact information change, including ownership of your telephone numbers, you agree to immediately notify us before the change goes into effect by changing your user settings or emailing us at seller.marketplace@xometry.com. Xometry is not responsible for user errors and omissions. You agree to indemnify, defend, and hold Xometry harmless from and against any and all claims, losses, liability, costs, and expenses (including reasonable attorneys’ fees) arising from failure to update your contact information (including your telephone number), your voluntary provision of a telephone number that is not your own, and/or from your violation of any federal, state, or local law, regulation, or ordinance.

2. Changes to these Terms of Use and the Services.

These Terms (or if applicable Additional Terms), in the form posted at the time of your use of the applicable services to which it applies, shall govern such use (including transactions entered during such use). As our Service evolves, the terms and conditions under which we offer the Service may prospectively be modified and we may cease offering the Service under the Terms or Additional Terms for which they were previously offered. Accordingly, each time you sign in to or otherwise use the Service you are entering into a new agreement with us on the then applicable terms and conditions and you agree that we may notify you of other terms by posting them on the Service (or in any other reasonable manner of notice which we elect), and that your use of the Service after such notice constitutes your going forward agreement to the other terms for your new use and orders. We reserve the right to change the Services at any time, without notice.

3. Privacy.

We only use your information as described in the Privacy Policy. We view protection of users’ privacy as a very important community principle. You represent and warrant to us that any data, information, records and files that you load, transmit to or enter into the Site will only contain Personal Information, as defined in the Privacy Policy, in respect of which you have provided all necessary notices and disclosures, obtained all applicable third party consents and permissions and otherwise have all authority, in each case as required by applicable laws, to enable us to make available the Services.

4. Services.
Xometry may make certain Services, including the seller marketplace (“Seller Marketplace”) Services, available to you. To access certain features of the Services, you may be required to successfully sign up for a user account on the site and be issued a username and password login credentials (the “User ID”). If you are issued a User ID, you will keep your User ID secure and will not share your User ID with anyone else, and we will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with these Terms and any applicable Additional Terms. Our practices governing any resulting collection and use of your personal information are disclosed in our Privacy Policy. All applicable payment terms are set forth in our Xometry Pay Terms and Conditions and the Xometry Advance Card and Supplemental Xometry Pay Terms and Conditions, which you agree to by using our Services. Any purchases of goods and services that are made through the Seller Marketplace will be governed by the applicable Additional Terms, including the Vendor Tooling and Materials Purchase Terms and Conditions and the General Terms and Conditions.

a. Seller Marketplace Services. Xometry makes available Seller Marketplace Services to allow manufacturers to list your own manufacturing and manufacturing-related services for sale and search for and negotiate and contract with other sellers of manufacturing and manufacturing-related services. The Seller Marketplace offers integrated document management, quoting, and invoicing tools and the ability to collect and make payments through Xometry Pay. Invoices processed through the Seller Marketplace are eligible for FastPay, Xometry’s next-day payment service. You agree to use Xometry’s Seller Marketplace only for any the following purposes and for no other purpose:

- Listing your own manufacturing or manufacturing-related services;
- Finding a manufacturer for yourself or your customers;
- Negotiation and contracting with other manufacturers for the provision of manufacturing services;
- Reading reviews and ratings of manufacturing service providers;
- Submitting your own reviews and ratings of manufacturing service providers with whom you have a relationship;
- Or any other purpose authorized by Xometry from time to time.

b. Responsibilities When Using the Services. By using the Services, you agree to:

- Provide only true, accurate, current, and complete information; and maintain and promptly update such information to keep it true, accurate, current, and complete.
- Comply with all applicable laws and regulations, including, but not limited to, all intellectual property, data, privacy any export control laws;
- Upload and disseminate only content or information that you own all required rights to under law, are authorized to disseminate (and are not subject to any confidentiality obligations), and do so only consistent with applicable law and as permitted by any agreements to which you are bound;
- Not disclose to any third parties any information disclosed to you by other users of the Services (the “Disclosing Party”) in connection with the provision or receipt of manufacturing-related services, as applicable, unless otherwise authorized in writing by the Disclosing Party.
- Use reasonable efforts to prevent unauthorized access to or use of the Services;
Keep User IDs and all other login information confidential;
Monitor and control all activity conducted through your account in connection with the Services; and
Promptly notify us if you become aware or reasonably suspect any illegal or unauthorized activity or a security breach involving your account, including any loss, theft, or unauthorized disclosure or use of a User ID or account.

If we have reason to believe that you have failed to comply with the above, Xometry may without notice suspend or terminate your access to our Services and refuse any and all current or future use of our Services (or any portion thereof).

5. Submissions to Xometry.

a. User Submissions. Xometry may now or in the future offer users of the Site and Services, including the Xometry Seller Marketplace, the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Site or Services (collectively, “submit”) reviews, messages, text, illustrations, files, images, graphics, photos, comments, feedback, surveys, responses, sounds, music, videos, information, content, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, “User Submissions”). We may allow you to do this through forums, email, and other communication functionality. Except as otherwise described in the Privacy Policy or any Additional Terms, you agree that: (a) your User Submissions will be treated as non-confidential – regardless of whether you mark them “confidential,” “proprietary,” or the like – and will not be returned; and (b) Xometry does not assume any obligation of any kind to you or any third party with respect to your User Submissions.

For any and all User Submissions, you represent, warrant, and covenant that:

- You are the sole author and owner of the intellectual property and other rights to the User Submissions and/or you have a lawful right to submit the User Submissions and grant Xometry the rights to it that you are granting by these Terms and any Additional Terms;
- You will not submit any User Submissions that contains information or materials that are subject to confidentiality obligations;
- The User Submissions will be a true representation of your experience with the particular manufacturing service provider, if applicable;
- The User Submissions will not be false, misleading, or untrue;
- The User Submissions will not infringe any intellectual property or other right of any third party; and
- User Submissions which consist of reviews will not include your name or any other personally identifiable information that may be used to identify you or another person including, but not limited to, any contact information email addresses, instant messenger usernames, telephone numbers, postal mail addresses, website URLs, or full names through your publicly posted information. Reviews that include personally identifiable information may be edited to remove such information. Xometry further reserves the right to refuse to post any review that contains personally identifiable information.

b. Content Guidelines. As a user of the Service, these Content Guidelines (“Guidelines”) are here to help you understand the conduct that is expected of visitors of the Site and Services’ online
forums. Your participation in such forums is subject to all of the Terms, including these Guidelines:

- Do not use any User Submissions that belong to other people and pass it off as your own. If anyone contributes to your User Submissions or has any rights to your User Submissions, then you must also have their permission to submit such.
- Your User Submissions must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, or physical handicap. Your User Submissions must not be disparaging, defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit.
- Your User Submissions must not advertise or promote a politician, public servant, or law.
- Your User Submissions must not promote any infringing, illegal, or other similarly inappropriate activity.
- Do not impersonate any other person, user, or company, and do not submit User Submissions that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company.

c. **License to User Submissions.** Except as otherwise described in any applicable Additional Terms, you grant to Xometry the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and royalty-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your User Submissions (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User Submissions and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User Submissions for any purposes whatsoever, including developing, producing, and marketing products and/or services. In order to further effect the rights and license that you grant to Xometry to your User Submissions, you also hereby grant to Xometry the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any User Submissions, without any obligation or remuneration to you. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this section.

6. **Provision of Customer Data to Xometry.**

a. **Customer Data.** If you use the Seller Marketplace Services, you agree that Xometry will be required to collect, use, and process data from your organization for the purpose of providing the Services (“**Customer Data**”), subject to our **Privacy Policy** and any applicable Additional Terms. Customer shall make available all billing and other required information and documentation in a format reasonably requested by Xometry. Xometry is not responsible for inability to perform the Services due to incorrect information, improperly formatted or corrupt files, viruses on media provided, or incompatible backup media or software. Customer shall maintain an accurate backup copy of all data provided to Xometry. Customer acknowledges that transferring Customer Data in connection with the Services is subject to the possibility of human and machine errors, omissions, and losses, including inadvertent loss of data, or damage to media that may give rise to loss or
7. Proprietary Rights; Limited License.

b. **Limited License.** Subject to your strict compliance with these Terms and any Additional Terms, we grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download (temporary storage only), display, view, use, play, and/or print one copy of the Xometry Materials (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device for your personal, non-commercial use only. The foregoing limited license: (i) does not give you any ownership of, or any other intellectual property interest in, any Xometry Materials, and (ii) may be immediately suspended or terminated for any reason, in our sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Xometry Materials, subject to certain Additional Terms.
8. No Unlawful or Prohibited Use.

You will not use the Services in violation of these Terms of Use, of any agreement between you and any third party (including agreements with your customers), or of any applicable law. Without limiting the generality of the foregoing, you will not (and will not attempt to) directly or indirectly:

- Use the Site or Services if you are not 18 years of age or older;
- Send, upload, collect, transmit, store, use, post, publish, or otherwise communicate on the Site any data, information, pictures, videos, music or other materials or content that: (i) contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; (ii) you do not have the lawful right to send, upload, collect, transmit, store, use, post, publish, or otherwise communicate; (iii) is false, intentionally misleading, or impersonates any other person, including reviews that are not representative of your experience; (iv) is libelous, slanderous, defamatory, bullying, harassing, abusive, threatening, vulgar, obscene, or offensive, or that contains pornography, nudity, or graphic or gratuitous violence, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual; (v) is harmful to minors in any way or targeted at minors; (vi) infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity); or (vii) encourages any conduct that may violate any applicable laws or would give rise to civil or criminal liability;
- Share, transfer or otherwise provide access to an account designated for you to another person;
- Misuse the Xometry domain or use the Xometry trademark.
- Disable, overly burden, impair, or otherwise interfere with servers or networks connected to the Site (e.g., a denial of service attack);
- Gain unauthorized access to the Site or otherwise circumvent or violate the security of the Site, including without limitation: (a) accessing content that is not intended for you; (b) attempting to breach or breaching Site security or authentication measures; (c) restricting, disrupting or disabling service to Site users, hosts, servers or networks by any means, or (d) otherwise attempting to interfere with the proper working of the Site, including but not limited to by introducing any material that is malicious or technologically harmful;
- Use any data mining, robots, or similar data gathering or extraction methods, or copy, modify, reverse engineer, reverse assemble, disassemble, or decompile the Services or any part thereof or otherwise attempt to discover any source code;
- Use the Services for the purpose of building a similar or competitive product or service; or
- Authorize, permit, enable, induce or encourage any third party to do the above.


You acknowledge and agree that:

- The list of service providers listed on the Site may not be a complete list of every service provider within the specified specialty category or specified distance of the address specified and may not be updated on a regular basis even if we have been advised of incorrect or incomplete information;
- The information contained about a particular service provider may not be accurate or complete and may not be updated on a regular basis even if we have been advised of incorrect or incomplete information;
- Any map displayed may not be complete, accurate, or up-to-date;
• The inclusion of any service provider on the Site is not an endorsement of such service provider by Xometry and does not in any way mean that Xometry has conducted any due diligence or other investigation regarding the service provider.

10. Linked Sites; Social Networking Services.

a. Links from the Site. The Site may provide links or access to third party content, websites, or services. Xometry does not endorse any third-party content, websites, services, or systems, or guarantee their quality, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability, or fitness for any purpose. Third-party content, websites, services, or systems are not under Xometry’s control, and if you choose to access any such content, websites, or services, or to access the Site from such systems, you do so entirely at your own risk. You acknowledge that you may be required to accept terms of use applicable to third party content, websites, services, or systems and agree to accept and comply with any such terms of use.

b. Social Networking. The Site may integrate with social networking services. You understand that we do not control such services and are not liable for the manner in which they operate. While we may provide you with the ability to use such services in connection with our Site, we are doing so as an accommodation and, like you, are relying upon those services to operate properly and fairly.

c. Links to the Site. We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Site, so long as: (a) the links only incorporate text, and do not use any of Xometry’s trademarks, (b) unless otherwise authorized by Xometry, the links and the content on your website do not suggest any affiliation with Xometry or cause any other confusion, and (c) the links and the content on your website do not portray Xometry or its services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to Xometry. Xometry reserves the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

11. Disclaimer and Disruptions or Interruptions in Service.

THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LEGAL WARRANTIES, CONDITIONS OR REPRESENTATIONS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS IN THESE TERMS OF USE (INCLUDING THE FOLLOWING DISCLAIMERS) MAY NOT APPLY AND YOU MAY HAVE ADDITIONAL RIGHTS.

YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT, EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OF USE, THE SITE AND ALL MATERIALS PROVIDED THROUGH THE SITE OR OTHERWISE BY XOMETRY ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND EITHER EXPRESS OR IMPLIED AND XOMETRY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE SERVICES
WHETHER EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, COMPATIBILITY, TITLE, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, RELIABILITY, CURRENCY, TIMELINESS, QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, OR AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR THAT THE SITE IS OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

IN THE EVENT THAT THERE IS AN INTERRUPTION OR DISRUPTION IN ANY OF THE SERVICES OFFERED BY XOMETRY FOR WHATEVER REASON, EVEN IF XOMETRY HAS BEEN MADE AWARE OF AN ISSUE THAT COULD RESULT IN OR IS LIKELY TO RESULT IN AN INTERRUPTION OR DISRUPTION OF SERVICES, XOMETRY WILL NOT BE REQUIRED TO ISSUE A REFUND FOR ANY PURCHASE MADE BY YOU. AS SOON AS XOMETRY HAS IDENTIFIED THE CAUSE OF AN INTERRUPTION OR DISRUPTION, XOMETRY WILL USE REASONABLE EFFORTS TO RETURN SERVICE AS SOON AS REASONABLY POSSIBLE.

12. Indemnity.

To the fullest extent allowed by law, you agree to defend, indemnify and hold us, our affiliates and each of their and our officers, directors, agents, and employees, and any licensees, successors and assigns (“Xometry Parties”) harmless from any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including reasonable legal and accounting fees, arising out of or in connection with:

- Your breach or alleged breach of any provision of these Terms of Use, any Additional Terms, or any documents referenced herein;
- Your User Submissions and Customer Data;
- Your negligence, willful misconduct or violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities or the rights of a third party (including intellectual property rights);
- Your use or the use by any third party using your User ID of the Services;
- Any misrepresentation made by you; and
- Xometry Parties’ use of the information that you submit to us (including your User Submissions) (all of the foregoing, “Claims”)

You will cooperate as fully required by the Xometry Parties in the defense of any Claims. Notwithstanding the foregoing, Xometry Parties retain the exclusive right to settle, compromise, and pay any and all Claims. Xometry Parties reserve the right to assume the exclusive defense and control of any Claims. You will not settle any Claims without, in each instance, the prior written consent of an officer of an Xometry Party.

13. Limitations of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT
LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES; OR LOST PROFITS, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES, IN EACH CASE, WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE SERVICES OR THESE TERMS OF USE. FOR ANY OTHER DAMAGES, OR TO THE EXTENT THAT THE FOREGOING LIMITATION IS NOT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY IN CONNECTION WITH OR UNDER THESE TERMS OF USE, OR YOUR USE OF, OR INABILITY TO MAKE USE OF, THE SERVICES EXCEED $1,000. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS OF USE WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

14. ARBITRATION AGREEMENT; CLASS ACTION WAIVER

PLEASE READ THESE PROVISIONS CAREFULLY, AS THEY AFFECT YOUR RIGHTS

The laws of the State of Maryland shall govern these Terms of Use. While we will make reasonable efforts to resolve any disagreements you may have with Xometry, if these efforts fail you agree that all claims, disputes or controversies against Xometry arising in connection with or in any way relating to the relationship between you and Xometry, including your use of the Site and the Services, ("Claims") will be determined mandatory binding individual (not class) arbitration (except for matters that may be taken to small claims court), no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third- party claims, interpleaders or otherwise; and Claims made independently or with other claims. The party filing arbitration must submit Claims to the American Arbitration Association and follow its rules and procedures for initiating and pursuing arbitration. Any arbitration hearing that you attend will be held at a place chosen by the American Arbitration Association in Maryland, or at some other place to which you and Xometry agree in writing, and the arbitrator shall apply Maryland law consistent with the Federal Arbitration Act. You may obtain copies of the current rules, and forms and instructions for initiating arbitration by contacting the American Arbitration Association at using the contact information noted below.

American Arbitration Association
Website: www.adr.org

A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years’ experience or a retired or former judge, selected in accordance with the rules of the American Arbitration Association. The arbitration will follow the procedures and rules of the American Arbitration Association which are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with these Terms and Conditions, in which case these Terms and Conditions will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect your customer account information and other confidential information if requested to do so by you or us. Each party to the arbitration will bear the expense of that party’s attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. The arbitrator’s award is final and binding on the parties.
YOU AND XOMETRY 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 ACTION LAWSUIT OR REPRESENTATIVE PROCEEDING, CONSOLIDATED ACTION, OR PRIVATE ATTORNEY GENERAL ACTION. UNLESS YOU AND XOMETRY AGREE, NO ARBITRATOR OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, CONSOLIDATED ACTION OR PRIVATE ATTORNEY GENERAL ACTION.

15. Term and Termination; Survival.

These Terms of Use will commence on the day you first use the Services and will continue for as long as you use the Services or until terminated in accordance with the provisions of these Terms of Use (the “Term”). At any time, Xometry may: (i) suspend or terminate your rights to access or use the Services; or (ii) terminate these Terms of Use; if, in the sole discretion of Xometry, you fail to comply with any of these terms of these Terms of Use or engage in any fraudulent activity. You may terminate these Terms of Use at any time and with immediate effect by ceasing use of the Services. For greater certainty, if you continue to use any portion of the Services after these Terms of Use has been terminated, the Terms of Use will continue to apply to the extent of such use. In the event of termination, you are no longer authorized to access the benefits of this Site.

The provisions of these Terms of Use and any Additional Terms which expressly or by their nature should survive termination or expiration, or which contemplate performance or observance subsequent to termination or expiration of these Terms of Use or any Additional Terms, will survive expiration or termination of these Terms of Use for any reason, including the rights and licenses you grant to Xometry in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, and no class action.

16. Ideas.

If you provide any solicited or unsolicited ideas to Xometry or the Site, including without limitation suggestions about advertising or promotions, additions to our services, or changes in methods of doing business, you understand and acknowledge that such ideas are not submitted in confidence and we assume no obligation, expressed or implied, by considering them. You further understand that we shall exclusively own all known or hereafter existing rights to such ideas everywhere in the world, and that such ideas are hereby irrevocably assigned to us.

17. Digital Millennium Copyright Act ("DMCA") Notice:

Materials may be made available via the Site by third parties not within our control. We are under no obligation to, and do not, scan content posted on the Site for the inclusion of illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe another party’s copyright to remain on the Site.

If you believe any materials on the Site infringe a copyright, you should provide us with written notice that at a minimum contains:
● A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
● Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website;
● Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
● Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
● A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
● A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All DMCA notices should be sent to our designated agent as follows:
Kristie Scott
Xometry, Inc.
7529 Standish Place, Suite 200
Derwood, MD 20855 USA
legal@xometry.com

It is our policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.

18. General.

a. **Governing Law.** These Terms of Use are governed by and shall be construed in accordance with the laws of Maryland, USA without giving effect to any principles of conflicts of law and such laws apply to your access to or use of the Services, notwithstanding your domicile, residency or physical location.

b. **Entire Agreement.** These Terms of Use constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Services. A printed version of these Terms of Use and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

c. **Waiver.** Our failure to insist upon or enforce strict performance of any provision of these Terms of Use will not be construed as a waiver of any provision or right. A waiver of any provision of these Terms of Use must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.
d. **Severable.** If any provision of these Terms of Use proves unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions.

e. **Assignment.** You do not have any right to assign these Terms of Use or any of your rights to the Services to any third party without our prior written consent. Xometry may assign any or all of its rights and obligations under these Terms of Use to any third party without your consent. Any assignment in violation of this Section will be void. The terms of these Terms of Use will be binding upon permitted assignees. These Terms of Use will inure to the benefit of and be binding upon the parties, their permitted successors and permitted assignees.

f. **Not Confidential.** We do not guarantee the confidentiality of any communications made by you through the Site. We do not guarantee the security of data transmitted over the Internet or public networks in connection with your use of the Site.

g. **Geographic Restrictions.** Xometry makes no representation that Services are appropriate or available for use in locations outside of the United States. We provide the Services for use only by persons located in certain cities in the United States. If you choose to access this site from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws, if and to the extent, local laws apply.

h. **English Language.** It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English.