

TERMS OF SERVICE

Effective Date: November 1, 2025

Last Updated: March 26, 2026

1. ACCEPTANCE OF TERMS

Welcome to Cartoform, a geospatial data processing service operated by Traverse Labs LLC ("**Company**," "**we**," "**us**," or "**our**"). These Terms of Service ("**Terms**") govern your access to and use of our website, applications, and services (collectively, the "**Service**").

BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

These Terms constitute a legally binding agreement between you ("**you**," "**your**," or "**User**") and Traverse Labs LLC.

Contact Information:

- **Company Name:** Traverse Labs LLC
 - **Address:** 487 N High Ridge Rd, Saratoga Springs, UT 84045
 - **Email:** info@traverselabs.net
 - **Support:** support@cartoform.com
 - **Phone:** +1 712-318-3827
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2. DESCRIPTION OF SERVICE

Cartoform is a Software-as-a-Service (SaaS) platform that enables users to:

- Upload and process geospatial elevation data (DEM, DSM, LIDAR files in formats including LAZ, LAS, and GeoTIFF)
- Provide URLs to external geospatial data sources
- Define regions of interest (ROI) for data processing
- Generate 3D printable STL (stereolithography) files from geospatial data
- Store and manage geospatial projects
- Access API functionality (Premium tier only)
- Browse, purchase, and download marketplace model collection versions (the "**Marketplace**")
- Sell model collection versions on the Marketplace (Premium tier with marketplace entitlement only)

The Service is provided on a subscription basis with multiple tiers (Hobby, Standard, Premium) as described in Section 5. The Marketplace is described in Section 5A.

3. ELIGIBILITY AND ACCOUNT REGISTRATION

3.1 Eligibility

You must be at least 13 years of age to use the Service. By using the Service, you represent and warrant that you meet this age requirement and have the legal capacity to enter into these Terms.

The Service is not intended for children under 13 years of age. If you are under 13, do not use the Service or provide any information to us.

3.2 Account Registration

To use certain features of the Service, you must create an account by providing:

- A valid email address
- Your first and last name
- A secure password meeting our complexity requirements

You agree to:

- Provide accurate, current, and complete information during registration
- Maintain and promptly update your account information
- Keep your password confidential and secure
- Notify us immediately of any unauthorized access to your account
- Accept responsibility for all activities that occur under your account

3.3 Account Security

We implement security measures including:

- Password complexity requirements (minimum 8 characters with uppercase, lowercase, digit, and special character)
- Password rotation policy (90-day expiration with email notifications)
- Password history tracking (prevents reuse of last 5 passwords)
- Account lockout after failed login attempts
- JWT token-based authentication with 1-hour session timeout

You are solely responsible for maintaining the confidentiality of your account credentials. We are not liable for any loss or damage arising from your failure to protect your account information.

3.4 Account Termination by User

You may terminate your account at any time through:

- **Self-Service Deletion:** Navigate to Account Settings → Privacy tab and use the "Delete My Account" option
- **Customer Support:** Contact support@cartoform.com for assistance

Upon termination:

- Your access to the Service will cease immediately
- Your data will be permanently deleted according to our data retention policies (see Section 11)
- Billing records will be retained for 7 years as required by law
- You will not receive a refund for any unused portion of your subscription
- **Marketplace buyer impact:** Access to marketplace purchases tied to your account will be lost. Previously purchased files stored locally on your devices are not affected.
- **Marketplace seller impact:** Your published listings will become non-discoverable. Existing buyers who purchased your listings before your account deletion retain their download access to those purchased versions indefinitely. Published marketplace assets are preserved in dedicated marketplace storage for buyer access.

3.5 Account Suspension or Termination by Company

We reserve the right to suspend or terminate your account and access to the Service at any time, with or without notice, for any reason, including but not limited to:

- Violation of these Terms
 - Fraudulent, abusive, or illegal activity
 - Non-payment of subscription fees
 - Prolonged inactivity
 - At our sole discretion
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4. GEOGRAPHIC SCOPE AND AVAILABILITY

Cartoform is operated by Traverse Labs LLC, a U.S.-based company. Our services are available to users worldwide, including users located in the European Economic Area (EEA), United Kingdom (UK), and other jurisdictions.

Users who access Cartoform from outside the United States are responsible for compliance with local laws, including but not limited to export control regulations, data protection laws, and geospatial data restrictions.

4.1 European Economic Area and United Kingdom Users

If you are located in the EEA or UK, the following additional terms apply:

Data Protection: Your personal data is processed in accordance with the General Data Protection Regulation (GDPR) and the UK GDPR. Please see our Privacy Policy for details on how we process your data, your rights, and the legal bases for processing.

International Data Transfers: When we transfer your personal data to the United States or other countries outside the EEA/UK, we rely on Standard Contractual Clauses (SCCs) approved by the European Commission and UK authorities as our legal mechanism for such transfers.

Your Rights: You have additional rights under GDPR, including the right to access, rectify, erase, restrict processing, data portability, and object to processing. See our Privacy Policy for details.

Supervisory Authority: You have the right to lodge a complaint with your local data protection supervisory authority.

4.2 Other International Users

We make no representation that the Service complies with the laws of jurisdictions outside the United States, EEA, and UK. If you access the Service from other jurisdictions, you do so at your own risk and are responsible for compliance with local laws.

5. SUBSCRIPTION TIERS AND BILLING

5.1 Subscription Tiers

Cartoform offers three subscription tiers with different features and limitations. Current pricing and specific entitlement limits are displayed on our pricing page and may be updated from time to time.

Hobby Tier (Free)

- **Price:** Free
- **Projects:** Limited number of active projects
- **Tiles:** Limited STL tiles per project
- **Storage:** Limited total storage
- **API Applications:** No API access
- **Project Retention:** Limited retention period from last activity
- **License:** Non-commercial use only (see Section 7.2)
- **Advertising:** May include advertising to support free tier

Standard Tier

- **Price:** Monthly or annual subscription (see pricing page)
- **Projects:** Increased project limits
- **Tiles:** Increased STL tile limits per project
- **Storage:** Increased total storage
- **API Applications:** No API access
- **Project Retention:** Extended retention period from last activity
- **License:** Non-exclusive commercial use (see Section 7.2)

Premium Tier

- **Price:** Monthly or annual subscription (see pricing page)
- **Projects:** Highest project limits
- **Tiles:** Highest STL tile limits per project
- **Storage:** Highest total storage allocation
- **API Applications:** API access with multiple external applications
- **API Rate Limit:** Monthly request limits per application
- **Project Retention:** Extended retention during active subscription
- **License:** Exclusive commercial use during subscription term (see Section 7.2)

We reserve the right to change the features, limitations, and pricing of subscription tiers at any time by publishing new SKU versions. Changes will take effect upon your next renewal, at which point your subscription will be migrated to the then-current SKU version for your tier. Each renewal constitutes a new subscription agreement at the then-current pricing and entitlements. Current tier specifications are available on our pricing page.

5.2 Billing and Payment

Billing Cycle: Subscriptions are billed on a monthly or annual basis, as selected during signup.

Payment Processing: All payments are processed through Stripe, a third-party payment processor. We do not store your credit card information. By providing payment information, you agree to Stripe's terms and privacy policy.

Auto-Renewal: Subscriptions automatically renew at the end of each billing period unless you cancel before the renewal date. You authorize us to charge your payment method for the renewal amount. Upon renewal, your subscription will be migrated to the then-current published version of your subscription tier, which may include changes to pricing, features, and entitlements. Each renewal constitutes a new subscription agreement under the terms of the then-current SKU version.

No Free Trial: We do not offer a free trial period because we provide a free Hobby tier.

No Refunds: All subscription fees are non-refundable. If you cancel your subscription, you will not be charged for subsequent billing periods, and you will retain access to your subscription tier until the end of your current billing period.

5.3 Subscription Changes

Upgrades: You may upgrade your subscription at any time. Upgrades take effect immediately, and you forfeit any remaining time on your previous subscription. You will be charged the full amount for the new tier.

Downgrades: You may downgrade your subscription at any time. Downgrades take effect at the end of your current billing period. You will retain access to your current tier until the end of the billing period.

Prorated Charges: We do not offer prorated charges for upgrades or downgrades.

SKU Version Migration: When we publish a new version of a subscription tier, existing subscribers on older versions may be migrated to the new version. Migration may occur immediately upon publication (at our discretion) or at the next renewal. If migration results in a price change, you will be notified via email at least 14 days in advance. Entitlements and features associated with your subscription tier may change between versions. If you do not agree to the changes, you may cancel your subscription before the migration takes effect.

5.4 Failed Payments and Account Downgrade

Grace Period: If a payment fails, we will attempt to process the payment for up to 7 days.

Account Downgrade: If payment cannot be processed after the grace period, your account will be automatically downgraded to the Hobby tier. Once downgraded:

- Your account becomes subject to Hobby tier limitations (see Section 5.1 for current limits)
- Projects exceeding the Hobby tier limits will be subject to the Hobby tier retention policy
- You will have read-only access to projects that exceed your tier limits
- You may be required to delete projects or upgrade to regain full access

Data Deletion: Projects that exceed your tier limits and are not accessed within the retention period will be automatically deleted.

5.5 Cancellation

You may cancel your subscription at any time through your account settings or by contacting customer support. Cancellation is effective at the end of your current billing period. You will not receive a refund for the unused portion of your subscription.

After cancellation, your account will be downgraded to the Hobby tier and subject to Hobby tier limitations and retention policies.

5A. MARKETPLACE TERMS

The Cartoform Marketplace enables the sale and purchase of versioned STL model collection versions derived from Cartoform projects. By using the Marketplace as a buyer or seller, you agree to the following additional terms.

5A.1 Marketplace Item Definition

A marketplace item is a **Model Collection Version**: an immutable, purchasable snapshot of a project's generated STL outputs plus its publication metadata. Marketplace items are not projects. A marketplace item is tied to a specific version number, a specific set of STL files, a specific price, and a specific revenue-share configuration. Buyers purchase access to a specific published version of a model collection.

5A.2 Buyer Terms

Eligibility: Any person may purchase marketplace items. Authenticated users purchase using their existing Cartoform account. Guest buyers may purchase using only an email address without creating an account.

License: By purchasing a marketplace model collection version, you receive the Default Marketplace Buyer License described in Section 5A.5. You must view and accept this license before completing checkout and before downloading any purchased files.

Perpetual Download Access: Upon successful purchase, you receive an access grant entitling you to download the purchased version's STL files at any time in the future, even if the seller later unpublishes the listing, deletes the project, or deletes their account. Published marketplace assets are stored in dedicated marketplace-managed storage that is independent of the seller's project storage.

No Refunds: Marketplace purchases are non-refundable except where required by applicable law. If a refund, chargeback, or payment reversal occurs, your access to the purchased files will be automatically revoked.

Ratings: Authenticated buyers with active access grants may rate purchased versions (1–5 stars, no text reviews). If your access is revoked due to a refund, chargeback, or payment reversal, your rating will be automatically hidden and will no longer contribute to public averages.

Guest Purchases: If you purchase as a guest using only an email address, you will receive a purchase confirmation email with a download link. You may also restore access to your purchases at any time by requesting a magic link sent to your purchase email. If you later create a Cartoform account using the same email address, your guest purchases will be automatically migrated to your account.

Duplicate Purchases: You may not purchase the same version twice. Repeat purchase attempts are matched by email address and will be redirected to your existing access.

5A.3 Seller Terms

Eligibility: Only users with the `MARKETPLACE_SELLING` entitlement (assigned by platform administrators) may sell on the Marketplace. Sellers must also:

- Have a configured and unique seller display name
- Complete Stripe Connect Express onboarding with active charges and payouts enabled
- Accept the Default Marketplace Buyer License before submitting a listing

Moderation: All submitted listings require review and approval by Cartoform moderators before publication. Moderators may approve or reject submissions. Rejected submissions include a reason and may be edited and resubmitted by the seller. Moderators do not edit listings; all changes must be made by the seller.

Profanity Filtering: Seller display names and listing metadata (title, description, tags) are subject to server-side profanity filtering. Submissions containing prohibited language will be rejected with a clear error message.

Revenue Sharing: The default revenue share for external sellers is 70% seller / 30% Cartoform, calculated on the pre-tax subtotal. Sales tax is excluded from the revenue split and is collected and remitted by Cartoform. Stripe processing fees, refund costs, and chargeback costs are borne by Cartoform. The effective

revenue share is snapshotted onto each published version at publication time and does not change retroactively if the seller's configuration is later updated.

Stripe Connect: Seller payouts are processed through Stripe Connect Express accounts. Sellers must complete Stripe's onboarding process before submitting listings. Sellers manage their payout settings through the Stripe Express Dashboard. Cartoform uses destination charges with application fees for seller payouts.

Published Version Immutability: Once published, a version's STL files, price, and revenue-share configuration are immutable. Sellers may update listing metadata (title, description, tags) on published versions, but metadata changes must be reviewed and approved by moderators before going live. The currently approved metadata remains publicly visible while staged changes await review.

Unpublishing and Superseding: Sellers may unpublish their own listings, removing them from marketplace search and browse. When a seller publishes a new version of the same project, the previously published version is automatically superseded. Prior buyers of unpublished or superseded versions retain their download access.

Seller Account Deletion: If a seller deletes their account, their published listings become non-discoverable. Existing buyers who purchased before the account deletion retain full download access to their purchased versions.

5A.4 System Seller Content

Cartoform may publish marketplace content from its own system seller account using company-owned or company-licensed content (derived from Hobby and Standard tier user projects). System seller content retains 100% revenue to Cartoform with no external seller payout. The existing tiered content ownership model (Section 7.2) governs which content the system seller may publish.

5A.5 Default Marketplace Buyer License

All marketplace purchases are subject to the following default license, which is snapshotted onto each published version and included in ZIP downloads:

License Grant:

- **Perpetual:** The license does not expire
- **Non-exclusive:** Others may also purchase and use the same files
- **Non-transferable:** You may not transfer the license to another person or entity
- **Commercial fabrication allowed:** You may download, use, and modify purchased STL files to create physical products. You may sell physical derivative products such as 3D prints made from the purchased files.
- **Internal digital modification allowed:** You may modify digital files for your own internal use

License Restrictions:

- You may NOT resell, redistribute, sublicense, share, publish, or upload the original STL files
- You may NOT resell, redistribute, sublicense, share, publish, or upload modified digital versions of the files
- You may NOT use the purchase to create a competing digital STL distribution product

Seller Agreement: By publishing a model collection version, the seller agrees that all buyers receive this default marketplace license.

5A.6 Marketplace Billing

One-Time Purchases: Marketplace purchases are one-time payments, not subscriptions. Marketplace purchases are processed separately from subscription billing.

Minimum Price: The minimum price for a marketplace listing is \$1.00 USD.

Payment Processing: Marketplace payments are processed through Stripe. For external sellers, Stripe Connect destination charges with application fees are used to split revenue between the seller and Cartoform.

Billing Events: Marketplace purchases are recorded as billing events alongside subscription billing events. The billing event records the Stripe checkout session ID and payment intent ID for reconciliation.

Refunds and Chargebacks: Marketplace refunds, chargebacks, and payment reversals are processed through Stripe. When a refund, chargeback, or payment reversal occurs for a marketplace purchase:

- The buyer's access grant is automatically revoked
 - The buyer's rating (if any) is automatically hidden
 - The buyer can no longer download files for that version
 - Cartoform bears the cost of Stripe fees, refunds, and chargeback costs under the platform-liability model
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6. ACCEPTABLE USE POLICY

6.1 Permitted Uses

You may use the Service only for lawful purposes and in accordance with these Terms. You agree to use the Service in a manner consistent with all applicable laws and regulations.

6.2 Prohibited Uses

You agree NOT to:

1. **Upload Illegal Content:** Upload, store, or process any content that is illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable.
2. **Infringe Intellectual Property:** Upload copyrighted material, trademarks, trade secrets, or other proprietary information without proper authorization or license.
3. **Upload Malicious Code:** Upload malware, viruses, worms, Trojan horses, or any other malicious code or files.
4. **Violate Export Controls:** Use the Service in violation of U.S. export control laws or regulations, including restrictions on high-resolution geospatial data of sensitive locations.
5. **Illegal Surveillance:** Use the Service for illegal surveillance, tracking, or monitoring of individuals without their consent.
6. **Reverse Engineer:** Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Service.
7. **Breach Security:** Attempt to gain unauthorized access to the Service, other users' accounts, or our systems or networks.

8. **Scrape or Harvest:** Use automated means (bots, scrapers, crawlers) to access, collect, or harvest data from the Service without our express written permission.
9. **Resell or Redistribute:** Resell, redistribute, sublicense, or otherwise commercialize the Service without our express written permission.
10. **Circumvent Limits:** Create multiple accounts or use other means to circumvent subscription tier limitations.
11. **Interfere with Service:** Interfere with or disrupt the Service, servers, or networks connected to the Service.
12. **Violate Third-Party Rights:** Use the Service in a manner that violates the rights of any third party.
13. **Marketplace Fraud:** Create fraudulent marketplace listings, submit listings containing misleading metadata, manipulate ratings, attempt to purchase your own listings through alternate accounts, or engage in any other deceptive marketplace practices.
14. **Marketplace License Violation:** Redistribute, resell, sublicense, publish, or upload purchased marketplace STL files or modified digital versions of purchased files in violation of the Default Marketplace Buyer License (Section 5A.5).
15. **Marketplace Content Misrepresentation:** Submit marketplace listings with profane, obscene, or misleading seller display names, titles, descriptions, or tags.

6.3 Enforcement

We reserve the right to investigate and take appropriate action against anyone who violates this Acceptable Use Policy, including:

- Removing or disabling access to content
- Suspending or terminating accounts
- Reporting violations to law enforcement
- Taking legal action

7. INTELLECTUAL PROPERTY AND CONTENT OWNERSHIP

7.1 Company Intellectual Property

The Service, including all software, code, designs, graphics, text, and other content (excluding User Content), is owned by Traverse Labs LLC and is protected by U.S. and international copyright, trademark, patent, and other intellectual property laws.

You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Service in accordance with these Terms. This license does not grant you any ownership rights in the Service.

7.2 User Content and Generated Files

IMPORTANT: OWNERSHIP AND LICENSING OF GENERATED STL FILES VARIES BY SUBSCRIPTION TIER. PLEASE READ CAREFULLY.

Ownership and Licensing Model (Tiered by Subscription):

The ownership of generated STL files and other output files varies depending on your subscription tier at the time the files were generated:

Hobby Tier (Free) - Company Ownership with Non-Commercial User License

Ownership:

- **Company Ownership:** All STL files, processed geospatial data, and other output files generated while you are on the Hobby tier are the exclusive property of Traverse Labs LLC and are protected by copyright and other intellectual property laws.

User License:

- **License Type:** Non-exclusive, non-transferable, revocable license
- **Permitted Use:** Personal, non-commercial use only
- **Restrictions:** You may NOT use generated STL files or output for any commercial purpose, including but not limited to selling, licensing, or distributing the files or physical objects created from them
- **Derivative Works:** You may create derivative works for personal, non-commercial use only
- **Duration:** License is valid during your active Hobby tier subscription
- **Termination:** License terminates upon account termination

Company Rights:

- We retain full ownership and all rights to use, license, sublicense, sell, and monetize the generated content
- We may retain generated files indefinitely and use them for any purpose, including resale or licensing to other users

Standard Tier - User Ownership with Company License

Ownership:

- **User Ownership:** You own all STL files, processed geospatial data, and other output files generated while you are on the Standard tier.
- You hold the copyright and all intellectual property rights to the generated content.

Company License:

- **License Type:** You grant Traverse Labs LLC a worldwide, non-exclusive, royalty-free, perpetual, irrevocable license
- **Company Rights:** We may use, reproduce, modify, adapt, display, distribute, license, sublicense, sell, and monetize your generated content
- **Permitted Company Uses:**
 - Reselling or licensing your generated STL files to other users
 - Using your generated content to improve the Service
 - Creating derivative works from your generated content
 - Any other commercial or non-commercial purpose

Your Rights:

- You may use the generated content for any purpose, including commercial use
- You may sell, license, or distribute the files or physical objects created from them
- You may create derivative works for any purpose

- Your ownership rights continue after subscription termination or downgrade

Retention:

- We may retain copies of your generated files indefinitely
- We may continue to use, license, and monetize your generated content after your subscription terminates

Premium Tier - Exclusive User Ownership**Ownership:**

- **User Ownership:** You own all STL files, processed geospatial data, and other output files generated while you are on the Premium tier.
- You hold the copyright and all intellectual property rights to the generated content.

Company License:

- **No Monetization Rights:** We do NOT have the right to license, sell, or monetize your generated content to any third party
- **Service Provision Only:** You grant us a limited, non-exclusive license solely to store, process, and deliver your generated content as part of providing the Service to you
- **No Commercial Use:** We will not use your generated content for any commercial purpose

Your Rights:

- You have exclusive rights to use the generated content for any purpose
- You may sell, license, or distribute the files or physical objects created from them
- You may create derivative works for any purpose
- Your exclusive ownership rights continue after subscription termination or downgrade

Retention:

- We may retain copies of your generated files for backup and service provision purposes
- We will NOT license, sell, or monetize your generated content to third parties, even after your subscription terminates

Important Notes on Ownership Transitions:

- **Upgrade from Hobby to Standard/Premium:** Files generated on Hobby tier remain company-owned. Files generated after upgrade follow the new tier's ownership model.
- **Downgrade from Standard/Premium to Hobby:** Files generated on Standard/Premium tiers retain their original ownership model. New files generated after downgrade follow Hobby tier ownership (company-owned).
- **Downgrade from Premium to Standard:** Files generated on Premium tier retain exclusive user ownership. Files generated after downgrade follow Standard tier ownership (user-owned with company license).

User-Uploaded Source Data:

- You retain ownership of the geospatial source data you upload to the Service (DEM, LIDAR, LAZ, LAS files)
- By uploading source data, you grant us a worldwide, non-exclusive, royalty-free license to use, store, process, and display your source data solely for the purpose of providing the Service and

- generating output files
- You represent and warrant that you have all necessary rights and licenses to upload and process the source data

7.3 License Grant to Company for Source Data

By using the Service, you grant Traverse Labs LLC a worldwide, non-exclusive, royalty-free license to:

- Use, reproduce, modify, adapt, and process your uploaded source data to provide the Service
- Generate derivative works (STL files and other output) from your source data
- Store and transmit your source data as necessary to provide the Service

Note: Licenses for generated output files are described in Section 7.2 and vary by subscription tier.

7.4 Third-Party Data Sources

If you provide URLs to third-party geospatial data sources:

- You are solely responsible for ensuring you have the necessary rights and licenses to use such data
- You represent and warrant that your use of third-party data complies with all applicable terms, licenses, and laws
- We do not verify the licensing or legality of third-party data sources
- We are not responsible for any claims arising from your use of third-party data

7.5 DMCA and Copyright Infringement

We respect intellectual property rights and expect our users to do the same. If you believe that content on the Service infringes your copyright, please contact us at info@traverselabs.net with:

- Identification of the copyrighted work
- Identification of the infringing material
- Your contact information
- A statement of good faith belief that the use is not authorized
- A statement that the information is accurate and you are authorized to act on behalf of the copyright owner
- Your physical or electronic signature

We will investigate and take appropriate action, which may include removing the content and terminating repeat infringers' accounts.

8. CONTENT RESTRICTIONS AND FILE LIMITATIONS

8.1 File Size and Type Restrictions

- **Maximum File Size:** 5 GB per file (configurable; may change without notice)
- **Supported File Types:** DEM, DSM, LIDAR, LAZ, LAS, GeoTIFF formats
- **Unsupported Files:** Files that do not conform to supported formats will be rejected

8.2 Geographic and Legal Restrictions

Export Control Compliance: You are solely responsible for ensuring that your use of geospatial data complies with all applicable export control laws and regulations, including but not limited to:

- U.S. Export Administration Regulations (EAR)
- International Traffic in Arms Regulations (ITAR)
- Restrictions on high-resolution imagery of sensitive locations

No Geographic Restrictions: We do not impose geographic restrictions on data processing, but you must comply with all applicable laws regarding the collection, processing, and use of geospatial data in your jurisdiction.

Sensitive Locations: You agree not to use the Service to process geospatial data of sensitive locations (military installations, critical infrastructure, etc.) in violation of applicable laws or regulations.

8.3 Storage Limitations

Storage limits are enforced according to your subscription tier. If you exceed your storage limit:

- You will be unable to upload additional files until you delete existing files or upgrade your subscription
 - We may delete files in accordance with our retention policies
 - We reserve the right to charge overage fees for excess storage (with advance notice)
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9. API ACCESS (PREMIUM TIER ONLY)

9.1 API Availability

API access is available exclusively to Premium tier subscribers. API access includes:

- OAuth 2.0 and JWT-based authentication
- Multiple external API applications per account
- Monthly rate limits per application
- API key rotation policy for security

See Section 5.1 for current API application limits and rate limits.

9.2 API Terms

By using the API, you agree to:

- Use the API only for lawful purposes
- Comply with rate limits and usage restrictions
- Not attempt to circumvent authentication or security measures
- Not use the API to create a competing service
- Rotate API keys according to our security policy

9.3 API Rate Limiting

If you exceed your API rate limit:

- Additional requests will be rejected with an HTTP 429 (Too Many Requests) error
- You may upgrade to a higher tier or wait until the next billing period
- We reserve the right to suspend API access for abuse or excessive usage

9.4 API Changes and Deprecation

We reserve the right to modify, deprecate, or discontinue API endpoints at any time with reasonable notice. We are not liable for any disruption to your applications resulting from API changes.

10. SERVICE AVAILABILITY AND SUPPORT

10.1 Service Level

Best Effort: The Service is provided on a "best effort" basis. We do not guarantee any specific uptime percentage or service level.

No Scheduled Maintenance Windows: We do not provide advance notice of maintenance windows, though we strive to minimize disruption.

No Service Credits: We do not offer service credits or refunds for downtime or service interruptions.

10.2 Support

Customer Support: We provide customer support via email at support@cartoform.com and phone at +1 712-318-3827.

Response Time: We strive to respond to support requests in a timely manner but do not guarantee any specific response time.

Support Scope: Support is limited to issues related to the Service functionality. We do not provide support for third-party tools, 3D printing hardware, or geospatial data interpretation.

11. DATA RETENTION AND DELETION

11.1 Data Retention Policies

Project Data Retention (Varies by Tier):

- **Hobby Tier:** Projects are retained for a limited period from last activity
- **Standard Tier:** Projects are retained for an extended period from last activity
- **Premium Tier:** Projects are retained for an extended period during active subscription

See Section 5.1 for current retention periods by tier.

Account Data: Account information is retained indefinitely until you request deletion.

Billing Records: Billing and payment records are retained for 7 years as required by law.

Logs and Analytics: Logs and analytics data are retained for 30 days.

Backups: Backups are retained for 7 days.

11.2 Data Deletion Upon Account Termination

When you terminate your account:

- Your account information will be deleted in accordance with our Privacy Policy
- Your projects and uploaded files will be deleted according to retention policies
- Generated STL files and output may be retained by the Company as described in Section 7.2

- Billing records will be retained for 7 years as required by law
- Backups will be deleted upon expiration of the 7-day backup retention period

11.3 Data Deletion Requests

You may request deletion of your data by contacting support@cartoform.com. We will process deletion requests within 30 days, subject to legal retention requirements.

Exceptions: We may retain certain data where required by law, for legitimate business purposes (e.g., fraud prevention), or as described in Section 7.2 (generated content ownership).

12. DISCLAIMERS AND WARRANTIES

12.1 "AS IS" Service

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

12.2 No Warranty of Accuracy

WE DO NOT WARRANT THAT:

- The Service will be uninterrupted, secure, or error-free
- The results obtained from the Service will be accurate, reliable, or complete
- Generated STL files will be suitable for 3D printing or any particular purpose
- Geospatial data processed by the Service is accurate, current, or complete
- The Service will meet your requirements or expectations

12.3 Third-Party Data Sources

WE ARE NOT RESPONSIBLE FOR:

- The accuracy, legality, or licensing of third-party geospatial data sources you access through the Service
- Any claims or damages arising from your use of third-party data
- The availability or reliability of third-party data sources

12.4 3D Printing Results

WE ARE NOT RESPONSIBLE FOR:

- The quality, accuracy, or usability of physical objects created from STL files generated by the Service
- Any defects, errors, or issues with 3D printed objects
- Any injuries, damages, or losses resulting from 3D printed objects

12.5 Use at Your Own Risk

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM RESULTING FROM YOUR USE OF THE SERVICE.

13. LIMITATION OF LIABILITY

13.1 Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRAVERSE LABS LLC'S TOTAL LIABILITY TO YOU FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13.2 Excluded Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TRAVERSE LABS LLC BE LIABLE FOR ANY:

- INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES
- LOSS OF PROFITS, REVENUE, DATA, OR USE
- BUSINESS INTERRUPTION
- COST OF SUBSTITUTE SERVICES

EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.3 Basis of the Bargain

YOU ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND TRAVERSE LABS LLC, AND THAT WE WOULD NOT BE ABLE TO PROVIDE THE SERVICE ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

13.4 Jurisdictional Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR DAMAGES. IN SUCH JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14. INDEMNIFICATION

14.1 Your Indemnification Obligations

You agree to indemnify, defend, and hold harmless Traverse Labs LLC, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or related to:

1. Your use or misuse of the Service
2. Your violation of these Terms
3. Your violation of any law or regulation
4. Your violation of any third-party rights, including intellectual property rights
5. Your uploaded content or use of third-party data sources
6. Any claim that your use of the Service caused damage to a third party

14.2 Defense and Settlement

We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate with our defense of such claim. You may not settle any claim without our prior written consent.

15. DISPUTE RESOLUTION AND GOVERNING LAW

15.1 Governing Law

These Terms and any disputes arising out of or related to these Terms or the Service shall be governed by and construed in accordance with the laws of the State of Utah, United States, without regard to its conflict of law principles.

15.2 Venue

Any legal action or proceeding arising out of or related to these Terms or the Service shall be brought exclusively in the state or federal courts located in Utah County, Utah, United States. You consent to the personal jurisdiction and venue of such courts.

15.3 Arbitration Agreement

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

You and Traverse Labs LLC agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Service (collectively, "**Disputes**") will be resolved by binding arbitration, except as provided below.

Arbitration Rules:

- Arbitration will be conducted by the American Arbitration Association (AAA) under its Commercial Arbitration Rules
- The arbitration will take place in Utah County, Utah, United States
- The arbitrator's decision will be final and binding
- Judgment on the arbitrator's award may be entered in any court of competent jurisdiction

Exceptions to Arbitration:

- Small claims court actions (if the claim qualifies)
- Claims for injunctive or equitable relief to protect intellectual property rights

Individual Arbitration Only: You and Traverse Labs LLC agree that Disputes will be resolved on an individual basis only. **YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**

Opt-Out: You may opt out of this arbitration agreement by sending written notice to info@traverselabs.net within 30 days of first accepting these Terms. Your notice must include your name, email address, and a clear statement that you wish to opt out of the arbitration agreement.

15.4 Class Action Waiver

YOU AND TRAVERSE LABS LLC AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

16. CHANGES TO THESE TERMS

16.1 Right to Modify

We reserve the right to modify these Terms at any time. When we make material changes, we will:

- Update the "Last Updated" date at the top of these Terms
- Notify you via email and/or a prominent notice on our website or Service
- Provide at least 30 days' advance notice before the changes take effect
- Require re-acceptance for material changes

For changes related to subscription pricing, entitlements, or SKU versions (see Section 5.3), we will send email notifications to affected subscribers with details of the specific changes, including any pricing or entitlement differences. These notifications are transactional in nature and cannot be opted out of.

16.2 Acceptance of Changes

Your continued use of the Service after the effective date of the revised Terms constitutes your acceptance of the changes. If you do not agree to the revised Terms, you must stop using the Service and may cancel your subscription.

16.3 Version History

We will maintain previous versions of these Terms for your reference.

17. GENERAL PROVISIONS

17.1 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Traverse Labs LLC regarding the Service and supersede all prior agreements and understandings.

17.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect.

17.3 Waiver

Our failure to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision. No waiver shall be effective unless in writing and signed by an authorized representative of Traverse Labs LLC.

17.4 Assignment

You may not assign or transfer these Terms or your rights under these Terms without our prior written consent. We may assign these Terms without restriction, including in connection with a merger, acquisition, or sale of assets.

17.5 No Third-Party Beneficiaries

These Terms do not create any third-party beneficiary rights.

17.6 Force Majeure

We shall not be liable for any failure or delay in performance due to causes beyond our reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

17.7 Survival

Sections that by their nature should survive termination of these Terms shall survive, including but not limited to Sections 7 (Intellectual Property), 12 (Disclaimers), 13 (Limitation of Liability), 14 (Indemnification), and 15 (Dispute Resolution).

17.8 Notices

All notices to you will be sent to the email address associated with your account. All notices to us should be sent to info@traverselabs.net or to our physical address listed in Section 1.

17.9 Export Control

You agree to comply with all applicable export control laws and regulations. You represent and warrant that you are not located in a country subject to U.S. embargo or designated as a "terrorist supporting" country, and that you are not on any U.S. government list of prohibited or restricted parties.

17.10 Government Use

If you are a U.S. government entity, the Service is a "commercial item" as defined in 48 C.F.R. §2.101, and is provided with only those rights as are granted to all other users under these Terms.

18. CONTACT INFORMATION

If you have any questions about these Terms, please contact us:

Traverse Labs LLC

487 N High Ridge Rd
Saratoga Springs, UT 84045
United States

Email: info@traverselabs.net

Support: support@cartoform.com

Phone: +1 712-318-3827

END OF TERMS OF SERVICE

These Terms of Service are effective as of November 1, 2025.

By using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service and our Privacy Policy.