



Kaarta Terms and Conditions ("Terms")

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Please read these Terms and Conditions ("Terms", "Terms and Conditions") before using the <http://uploads.kaarta.com/> website (the "Service") operated by Kaarta, Inc. ("the Company", "Kaarta", "us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others ("User", "you", "your", "yours") who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms then you may not access the Service.

Intellectual Property

The Site and its entire original content are the sole property of Kaarta and are, as such, fully protected by the appropriate international copyright and other intellectual property rights laws.

Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Kaarta.

Kaarta has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that Kaarta shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused



by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Your Content

Kaarta allows you to upload laser scanner data ("User Content") for the purposes of receiving a registered point cloud in return. By uploading this data, you do not relinquish any rights to its use. You grant Kaarta a non-exclusive, royalty-free, license to use, store, display, reproduce, modify, and create derivative works from your data on Kaarta's computing infrastructure solely for the purposes of providing you a registered point cloud and, with your written permission, for promotional purposes and advertising the capability of the registration software.

Kaarta makes no guarantee that your data will be available for download from our site, or that we will be able to generate a registered point cloud to your satisfaction.

We value your input and are interested in learning about ways we can make this service better. If you choose to submit comments, ideas, or feedback, you agree that we are free to use them without any restriction or compensation to you. By accepting your submission, Kaarta does not waive any rights to use similar or related feedback previously known to Kaarta, or developed by its employees, or obtained from sources other than you.

Security

We care about the security of our users. While we work to protect the security of your content and account, Kaarta cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account.

Indemnity

If you use our Services for commercial purposes as determined in our sole and absolute discretion, you agree to indemnify and hold harmless Kaarta



and its officers, directors, employees and agents, from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties), in any way related to (a) your access to or use of our Services, (b) your User Content, or (c) your breach of any of these Terms.

Disclaimers

The Services and all included content are provided on an "as is" basis without warranty of any kind, whether express or implied.

KAARTA SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

Kaarta takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or transmits using our Services. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, or otherwise unsuited to your purpose.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, KAARTA SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; OR (C) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL KAARTA'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED ONE U.S. DOLLAR (U.S. \$1.00).

Governing Law



These Terms shall be governed and construed in accordance with the laws of Delaware, United States without regard to its conflict of law provisions. Any conflicting rights under the law where the User is located are waived by the User.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between Kaarta and you regarding our Service, and supersede and replace any prior agreements we might have between Kaarta and you regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least two weeks notice prior to any new Terms taking effect. What constitutes a material change will be determined at our sole discretion. Therefore, we ask that you check and review this Agreement for such changes on an occasional basis

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Contact Us

If you have any questions about these Terms, please contact us at <mailto:info@kaarta.com>.