

TERMS OF SERVICE

Buy Own Build, Inc. (DBA GroundUp)

Effective Date: February 8, 2026

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IMPORTANT: PLEASE READ THESE TERMS OF SERVICE (THESE “TERMS”) CAREFULLY. THESE TERMS INCLUDE A MANDATORY ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS. BY ACCESSING OR USING THE GROUNDUP PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS.

1. WHO WE ARE

The GroundUp platform and related services are provided by Buy Own Build, Inc., a Delaware corporation, doing business as “GroundUp” (“GroundUp,” “we,” “us,” “our”). Our website is trygroundup.ai (the “Site”).

2. DEFINITIONS

“Platform” means the Site, applications, software, tools, features, content, and services we provide (including any beta, demo, or trial offerings).

“Customer” means the person or entity that registers for, purchases, or otherwise uses the Platform.

“Authorized User” means an individual authorized by a Customer to access the Platform under the Customer’s account.

“User Content” means any data, text, files, images, prompts, parcel information, project inputs, or other materials submitted to the Platform by or on behalf of a Customer or Authorized User.

“Outputs” means reports, analyses, feasibility materials, conceptual site plans, maps, layers, recommendations, or other results generated by the Platform from User Content or use of the Platform.

“Credits” means usage units that may be required to generate certain Outputs or access certain Platform functionality.

“Enterprise Agreement” means a written master services agreement, order form, statement of work, or similar agreement signed by GroundUp and a Customer for enterprise services.

“Third-Party Services” means third-party products, data sources (including GIS and public records), integrations, tools, and AI providers that may be used with or within the Platform.

3. ACCEPTANCE; CHANGES

3.1 Acceptance. By accessing or using the Platform, you confirm that you have read, understand, and agree to these Terms, our Privacy Policy, and our Acceptable Use Policy

(each incorporated by reference).

3.2 Changes. We may modify these Terms at any time by posting updated Terms on the Site. Changes are effective when posted unless otherwise stated. If you continue using the Platform after changes, you accept the updated Terms.

4. ELIGIBILITY; U.S.-ONLY USE

4.1 Age. The Platform is intended only for users 18 years of age or older. If you are under 18, you may not use the Platform.

4.2 U.S.-Only. The Platform is offered only for use within the United States. You may not access or use the Platform outside the U.S. We may use technical and operational measures to enforce this restriction.

4.3 Authority for Entities. If you use the Platform on behalf of a company or other entity, you represent that you have authority to bind that entity, and “you” includes the entity.

5. ACCOUNTS; ADMIN CONTROLS

5.1 Registration. You must provide accurate and complete information and keep it updated.

5.2 Security. You are responsible for maintaining the confidentiality of account credentials and for all activity under your account. Notify us immediately of any unauthorized use.

5.3 Admin Features. Certain plans may include seat management, admin controls, and audit logging. Customers are responsible for managing Authorized Users, permissions, and access.

6. DEMOS, TRIALS, AND BETA FEATURES

6.1 Demo Calls. We may offer demos by video call or other means. Demo access may be limited and may not reflect final functionality.

6.2 Trials. We may offer trials that include limited Credits that expire. Trials do not automatically convert into paid subscriptions unless expressly stated in an order, checkout flow, or written agreement.

6.3 Beta. Beta or experimental features may be offered “AS IS” and may be changed, suspended, or discontinued at any time.

7. SUBSCRIPTIONS, CREDITS, PRICING, AND TAXES

7.1 Subscription Plans. We currently offer (subject to change):

(a) Tier 1: \$700/month for 20 Credits (10% discount if paid annually)

(b) Tier 2: \$1,400/month for 40 Credits, with up to two (2) months of Credit rollover (maximum bank of 80 Credits) (10% discount if paid annually)

(c) Tier 3: Enterprise; priced at \$35/Credit with annual commitment; rollover generally available as in Tier 2 unless otherwise agreed in an Enterprise Agreement.

7.2 Credit Use; Expiration; Rollover. Credits are non-refundable and have no cash value. Unless otherwise stated in an applicable plan, Credits (including rollover Credits) expire if the subscription ends. Trial Credits expire as stated at issuance.

7.3 Pricing Changes. We may change pricing, Credits, or plan features prospectively upon at least thirty (30) days’ notice (or as required by law). For annual plans, changes typically apply at renewal.

7.4 Taxes. Prices are exclusive of all applicable taxes. You are responsible for all taxes, duties,

and similar governmental assessments related to your purchase or use of the Platform, except taxes based on our net income.

8. PAYMENT; AUTO-RENEWAL; CANCELLATION

8.1 Payment Processing. Payments are processed by third-party processors (e.g., Stripe). We do not store full payment card information.

8.2 Auto-Renewal. Subscriptions renew automatically unless canceled. We will provide notice at least one (1) month before renewal (which may be via email, billing notice, or in-Platform notice).

8.3 Cancellation. You may cancel at any time. Cancellation is effective immediately; however, fees paid are generally non-refundable except as required by law or as provided in a written refund policy or Enterprise Agreement. If cancellation is immediate, you acknowledge you may lose access to remaining time/credits.

8.4 Late Payments. If payment is overdue, we may suspend or terminate access until payment is received.

9. LIMITED REFUNDS

Refunds are limited and granted, if at all, in our sole discretion unless required by law or otherwise agreed in writing. If we provide a refund, it may be pro-rated or partial and may exclude used Credits, service fees, and taxes.

10. THE PLATFORM; PROFESSIONAL DISCLAIMERS; NO WARRANTIES

10.1 Informational Tool Only. The Platform provides informational outputs, estimates, and recommendations that may assist in real estate planning and evaluation. The Platform does not provide and is not a substitute for professional advice.

10.2 No Professional Services. GroundUp is not a law firm and does not provide legal advice; is not an engineering firm and does not provide engineering advice; is not a surveying firm; is not an architecture firm; is not an appraisal firm; is not a real estate brokerage; and does not provide tax or accounting advice. You must consult qualified professionals for these services.

10.3 No Permitting or Approval. Outputs do not constitute permits, approvals, entitlements, or determinations by any authority. All permitting, zoning, code compliance, and approvals must be verified with the relevant jurisdictions and qualified professionals.

10.4 Conceptual Plans Only. Conceptual site plans and related outputs are for concept and feasibility purposes only and are not stamped, not construction-ready, and not permit-ready.

10.5 No Warranty; "AS IS." THE PLATFORM, OUTPUTS, AND ALL INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ACCURACY. WE DO NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT OUTPUTS WILL BE COMPLETE, ACCURATE, OR RELIABLE.

10.6 Displayed property lines, in rare instances, may differ from actual property lines by up to 11cm.

11. USER CONTENT; LICENSE TO GROUNDUP

11.1 Ownership. As between you and GroundUp, you retain your rights in User Content.

11.2 License to Operate. You grant GroundUp a non-exclusive, worldwide, royalty-free, sublicensable license to host, store, reproduce, process, transmit, display, and otherwise use User Content solely to:

- (a) provide, operate, maintain, and improve the Platform and Outputs;
- (b) secure and protect the Platform and users;
- (c) comply with law and enforce these Terms; and
- (d) as otherwise permitted under Section 12 (Model Improvement/Training).

11.3 Responsibility. You are responsible for User Content and represent that you have all rights necessary to submit it and grant the above license.

12. MODEL IMPROVEMENT / TRAINING; OPT-OUT FOR PAID CUSTOMERS

12.1 Use for Improvement. We may use User Content and Outputs to improve and train our models and the Platform, including by using Third-Party Services, except as set forth below.

12.2 Opt-Out. Paid Customers may opt out of use of their User Content and Outputs for model training/improvement by contacting support@trygroundup.ai. Opt-out may not apply to:

- (a) de-identified or aggregated data;
- (b) usage and telemetry data necessary for security, diagnostics, and service improvement that does not incorporate the substance of User Content;
- (c) content required to comply with law, prevent abuse, or enforce these Terms.

12.3 Third-Party AI Providers. We may process User Content through third-party AI providers. Your use of the Platform authorizes such processing subject to our Privacy Policy and applicable agreements with those providers.

13. SENSITIVE DATA PROHIBITION

You agree not to upload or submit: (a) sensitive personal information (e.g., government IDs), (b) protected health information (PHI), (c) payment card numbers (other than through our payment processor), or (d) other regulated data not necessary for intended Platform use. We may delete prohibited content and suspend accounts.

14. OUTPUTS; OWNERSHIP; PERMITTED USE; ENTERPRISE BRANDING; ATTRIBUTION

14.1 Output Ownership. As between you and GroundUp, GroundUp owns the Platform, underlying software, models, prompts, workflows, and Outputs (excluding your underlying User Content).

14.2 License to You. Subject to these Terms and your compliance, GroundUp grants you a limited, non-exclusive, non-transferable license to use Outputs for your internal business purposes and project evaluation and to share Outputs with your stakeholders (including investors, lenders, consultants, and jurisdictional reviewers) as needed for your projects.

14.3 Attribution; Default Branding. Unless an Enterprise Agreement expressly permits otherwise, Outputs must retain GroundUp branding/watermarks and attribution, and you may not represent Outputs as solely your own work product created without the Platform.

14.4 Enterprise Branding / Watermark Removal (No White-Label Resale). If (and only if)

your signed Enterprise Agreement expressly authorizes removal of GroundUp branding/watermarks (“Enterprise Branding Rights”), then:

(a) You may remove branding only for Outputs generated during the active Enterprise term and only for your internal use and for sharing with your stakeholders in connection with your own projects.

(b) Enterprise Branding Rights do NOT permit you to: (i) resell, sublicense, or commercialize Outputs as a standalone product or service; (ii) offer Outputs or the Platform on a “white-label,” “powered by,” or service-bureau basis for third parties; (iii) create derivative report products for external distribution; or (iv) represent that your organization created the underlying analyses or conceptual plans without the Platform.

(c) You must preserve metadata, disclaimers, and professional disclaimers in Outputs and must not remove limitation-of-liability or “concept only / not permit-ready” notices.

(d) Upon expiration or termination of the Enterprise Agreement, Enterprise Branding Rights cease immediately.

14.5 Third-Party Components. Outputs may incorporate or be derived from Third-Party Services and public or licensed data. You may use Outputs only to the extent we can grant such rights, and you must comply with applicable third-party terms.

14.6 No Reliance. You acknowledge Outputs are estimates and recommendations and you remain solely responsible for decisions and outcomes.

15. INTELLECTUAL PROPERTY; RESERVED RIGHTS; FEEDBACK

15.1 GroundUp IP. We own all right, title, and interest in and to the Platform and related intellectual property, including all software, models, weights, prompts, workflows, UI/UX, documentation, templates, and trademarks.

15.2 Reserved Rights; No Implied Licenses. Except for the limited rights expressly granted in these Terms, no rights are granted to you, and all rights are reserved by GroundUp. No implied license arises by estoppel or otherwise.

15.3 Feedback. If you submit ideas, suggestions, or feedback (including via forums), you grant us a perpetual, irrevocable, worldwide, royalty-free license to use it without restriction or compensation.

16. ACCEPTABLE USE; RESTRICTIONS; NO COMPETITIVE USE; NO BENCHMARKING

You may not (and may not allow others to):

(a) copy, modify, or create derivative works of the Platform;

(b) reverse engineer, decompile, disassemble, or attempt to extract source code, models, prompts, weights, training data, underlying systems, or non-public methods;

(c) scrape, crawl, or use automated means to access the Platform except as expressly permitted;

(d) benchmark, test, or evaluate the Platform for competitive purposes, or publish any benchmark or performance test results without our prior written consent;

(e) use the Platform, Outputs, or any information obtained from them to build, train, test, or improve any competing product or service, including any AI model or dataset;

(f) interfere with or disrupt the Platform or bypass access controls;

- (g) upload malware, harmful code, or unlawful content;
- (h) use the Platform in violation of any law or regulation.

17. CONFIDENTIALITY; TRADE SECRETS

17.1 Confidential Information. "Confidential Information" includes non-public information about the Platform, including non-public features, pricing terms (unless public), roadmaps, technical information, models, prompts, workflows, security measures, and documentation.

17.2 Obligations. You will not disclose Confidential Information to any third party and will use it only as necessary to use the Platform as permitted by these Terms. You will protect it using at least reasonable care.

17.3 Exclusions. Confidential Information does not include information that is publicly available through no breach of these Terms, or was lawfully known to you without restriction before disclosure.

17.4 Injunctive Relief. Unauthorized disclosure or misuse of Confidential Information may cause irreparable harm; GroundUp may seek injunctive relief in addition to other remedies.

18. REFERRALS TO THIRD-PARTY PROFESSIONALS

We may introduce or connect you with third-party professionals. Any such third party is independent. We do not control, endorse, or warrant third-party services, and you contract directly with them at your own risk.

19. COMMUNITY/FEEDBACK FORUM

We may provide a forum and may moderate, remove, or restrict content at our discretion. Forum content may be visible to other users. Do not post sensitive personal data.

20. COPYRIGHT COMPLAINTS (DMCA)

If you believe content on the Platform infringes your copyright, you may send a notice to support@trygroundup.ai including required information. We may remove or disable access and may terminate repeat infringers.

21. SUSPENSION; TERMINATION

We may suspend or terminate access immediately for violations or risk. Upon termination, your rights end and survival provisions apply.

22. SUPPORT; NO SLA

We aim to respond within forty-eight (48) business hours, but do not guarantee response times. No SLA unless in an Enterprise Agreement.

23. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, GROUNDUP'S TOTAL LIABILITY WILL NOT EXCEED THE GREATER OF FEES PAID IN THE SIX (6) MONTHS BEFORE THE CLAIM OR \$100, AND WE ARE NOT LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES.

24. INDEMNIFICATION

You will defend, indemnify, and hold harmless GroundUp from claims arising from your use, User Content, violations, or third-party dealings.

25. DISPUTE RESOLUTION; ARBITRATION; CLASS ACTION WAIVER

Disputes are resolved by binding arbitration with AAA; class actions are waived; injunctive relief remains available for IP/security/confidentiality.

26. GOVERNING LAW; VENUE

Delaware law governs. Courts in Delaware have exclusive jurisdiction for permitted court proceedings.

27. ENTERPRISE AGREEMENTS

If an Enterprise Agreement conflicts with these Terms, the Enterprise Agreement controls for the covered services.

28. NOTICES; CONTACT

Buy Own Build, Inc. (DBA GroundUp)

8 The Green, Ste A, Dover, DE 19901

Email: support@trygroundup.ai