Solidroad Terms of Service

Effective Date: 22nd December 2025

These Terms of Service (“**Terms**”) govern access to and use of the Solidroad platform, including our web application, browser extensions, APIs, and related services (collectively, the “**Services**”), provided by **Solidroad, Inc.** (“**Solidroad**,” “**we**,” “**us**,” or “**our**”).

By accessing or using the Services, you agree to be bound by these Terms.

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1. Contract Structure and Order of Precedence

These Terms apply unless you have entered into a separate written agreement with Solidroad, such as a Master Services Agreement (“**MSA**”) or Subscription Order.

In the event of a conflict, the following order of precedence applies:

1. Executed Order Form or Subscription Agreement
2. Data Processing Agreement (“**DPA**”)
3. MSA (if applicable)
4. These Terms
5. Privacy Policy

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2. Eligibility and Authorized Users

The Services are intended for **business use only** by adults.

You represent that:

- You have authority to bind the entity on whose behalf you are using the Services
- All users accessing the Services on your behalf (“**Authorized Users**”) are permitted to do so

You are responsible for all activities conducted under your accounts.

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3. Scope of the Services

The Services may include:

- Web-based software applications
- Chrome browser extensions
- APIs
- AI-powered guides, simulations, and outputs
- Customer support and documentation

Solidroad may update, modify, or enhance the Services from time to time.

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4. Account Registration and Security

You must:

- Provide accurate and complete information
- Maintain the confidentiality of your credentials
- Promptly notify Solidroad of any unauthorized access

Solidroad may suspend access if it reasonably believes your account presents a security risk.

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5. Customer Content and Data

Ownership

As between the parties:

- You retain all rights to content, data, and materials you submit to the Services ("**Customer Content**")
- Solidroad retains all rights to the Services and underlying technology

Processing

Solidroad processes Customer Content solely to provide the Services and in accordance with applicable DPAs.

Solidroad does **not** use Customer Content to train generalized AI or machine learning models.

You are responsible for ensuring you have all necessary rights and permissions to provide Customer Content.

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6. Acceptable Use

You may not use the Services to:

- Violate applicable laws or regulations
- Infringe intellectual property or privacy rights
- Circumvent security controls
- Reverse engineer or attempt to extract source code
- Interfere with or disrupt the Services
- Use the Services to develop or benchmark competing products
- Engage in abusive, excessive, or malicious activity

Solidroad may investigate suspected violations and take appropriate action.

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7. Fair Usage and Usage Limits

Usage is governed by the limits set forth in your Order Form or Subscription Agreement.

Where limits are not specified, a **Fair Usage Policy** applies. This policy prohibits:

- Excessive or abnormal usage that materially exceeds typical customer usage
- Account sharing or credential misuse
- Automated or scripted activity outside documented APIs

Solidroad reserves the right to:

- Throttle usage
- Impose technical limits
- Suspend or restrict access to protect platform stability

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8. AI Features and Outputs

The Services may generate outputs using AI-based systems.

You may use AI-generated outputs for your internal business purposes. Solidroad retains all rights to:

- The underlying models
- Systems
- Techniques

- Improvements

No rights are granted to Solidroad's proprietary technology beyond those expressly stated.

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9. Chrome Extension and APIs

Use of browser extensions and APIs is subject to:

- These Terms
- Applicable documentation
- Usage limits and technical restrictions

Solidroad may revoke or limit API access for misuse, security concerns, or excessive usage.

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10. Fees, Billing, and Payment

Fees are set forth in the applicable Order Form.

Unless otherwise stated:

- Fees are non-refundable
- Payment obligations are non-cancelable during the subscription term

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11. Delivery of Services

Access to the Services is provided digitally.

Upon successful payment and completion of any required onboarding:

- Access is granted promptly
- No physical delivery occurs

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12. Refund Policy

Refunds are considered only where:

- The Services materially fail to perform; or
- There is a material breach of service levels specified in an Order Form

Refund requests must be submitted in writing to **support@solidroad.com** with sufficient detail.

Approved refunds will be issued to the original payment method within **30 days**.

Fees for services already delivered, onboarding, or other non-refundable items specified in an Order Form are not eligible for refunds.

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13. Cancellation and Termination

By Customer

Customers may cancel by providing written notice to **support@solidroad.com** at least **30 days before** the end of the current billing term.

Access continues through the end of the paid term.

By Solidroad

Solidroad may terminate:

- **For convenience**, with reasonable notice
- **Immediately for cause**, including non-payment, security risk, or material breach

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14. Effect of Termination

Upon termination:

- Access to the Services will cease
- Customer Content will be retained or deleted in accordance with the Privacy Policy and DPA
- Outstanding payment obligations remain due

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15. Intellectual Property

All intellectual property rights in the Services, including software, documentation, and branding, are owned by Solidroad or its licensors.

No rights are granted except as expressly stated.

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16. Confidentiality

Each party agrees to protect the other's confidential information and use it solely for purposes of the Services.

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17. Warranties and Disclaimers

The Services are provided **"as is"** and **"as available."**

To the maximum extent permitted by law, Solidroad disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.

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18. Limitation of Liability

To the maximum extent permitted by law:

- Solidroad will not be liable for indirect, incidental, consequential, or punitive damages
- Solidroad's total liability will not exceed the fees paid by you in the **12 months preceding** the claim

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19. Indemnification

You agree to indemnify and hold harmless Solidroad from claims arising out of:

- Your use of the Services
- Customer Content
- Violations of these Terms or applicable law

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20. Governing Law and Venue

These Terms are governed by the laws of the **State of California**, without regard to conflict of laws principles.

Exclusive venue lies in state or federal courts located in **California**.

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21. Changes to the Services or Terms

Solidroad may update these Terms or the Services from time to time. Changes will be effective upon notice and apply to future use.

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22. Contact Information

For questions, cancellations, refunds, or disputes:

Email: support@solidroad.com