

## TERMS OF SERVICE

Last Updated: March 3, 2026

These Terms of Service ("Terms") govern your access to and use of:

- the website cadalog.pt
- the CADALOG software
- related services (collectively, the "Service")

The Service is operated by:

JPRLS ST PTENI

Porto, Portugal

Email: support@cadalog.pt

By accessing or using the Service, you agree to be legally bound by these Terms. If you do not agree, you must not use the Service.

#### 1. PROFESSIONAL USE ONLY

The Service is intended strictly for professional and commercial users.

It is not directed to consumers.

By using the Service, you represent that:

- You are acting in a business capacity.
- You possess sufficient technical knowledge to evaluate manufacturing outputs.
- You assume responsibility for all professional decisions.

#### 2. INDUSTRIAL USE - ASSUMPTION OF RISK

CADALOG generates design data, material calculations, and manufacturing-related outputs.

You expressly acknowledge and agree that:

- The software is a decision-support tool only.
- It does not replace engineering validation.
- It does not provide safety certification.
- It does not guarantee structural integrity.
- It does not guarantee regulatory compliance.
- It does not guarantee manufacturing accuracy.

You assume full responsibility for:

- Design verification
- CNC validation
- Material selection
- Structural compliance
- Regulatory compliance
- Safety compliance
- Production outcomes

Use of the software in manufacturing environments is at your sole risk.

### 3. LICENSE

Subject to compliance with these Terms, you are granted a limited, non-exclusive, non-transferable, non-sublicensable license to use the software during your active subscription.

You may not:

- Copy, resell, sublicense, or distribute the software.
- Reverse engineer or attempt to extract source code.
- Remove proprietary notices.
- Use the software to build a competing product.

All intellectual property remains exclusively owned by the operator.

### 4. DISCLAIMER OF WARRANTIES

To the maximum extent permitted by applicable law:

The Service is provided "as is", "with all faults", and "as available".

We disclaim all warranties, express or implied, including but not limited to:

- Merchantability
- Fitness for a particular purpose
- Non-infringement
- Accuracy
- Reliability
- Performance

No information provided shall create any warranty.

### 5. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

In no event shall CADALOG or Joao Pedro Silva be liable for:

- Indirect damages
- Incidental damages
- Consequential damages
- Special damages
- Exemplary damages
- Punitive damages
- Loss of profits
- Loss of revenue
- Loss of business
- Loss of data
- Production errors
- Material losses
- Manufacturing defects
- Business interruption

Regardless of legal theory (contract, tort, negligence, strict liability or otherwise).

Total liability shall not exceed the greater of:

- (A) The amount paid by you in the previous 12 months, or

(B) USD \$500.

#### 6. INDEMNIFICATION

You agree to indemnify and hold harmless Joao Pedro Silva from any claims, losses, liabilities, damages, costs, or expenses arising from:

- Your manufacturing decisions
- Your misuse of the Service
- Your violation of law
- Claims from your clients or third parties

#### 7. U.S. USERS - ARBITRATION AGREEMENT

If you are located in the United States:

Any dispute arising out of or relating to these Terms shall be resolved exclusively by binding individual arbitration.

You waive any right to:

- Jury trial
- Class action
- Class arbitration
- Representative proceedings

Arbitration may be conducted remotely under internationally recognized arbitration rules.

Nothing prevents injunctive relief for intellectual property violations.

#### 8. EXPORT COMPLIANCE

You agree not to use or export the Service in violation of EU, U.S., or other applicable export control laws.

#### 9. TERMINATION

We may suspend or terminate access if:

- You breach these Terms
- You fail to pay subscription fees
- Required by law

Upon termination, all rights granted to you immediately cease.

#### 10. GOVERNING LAW

These Terms are governed by the laws of Portugal.

For U.S. users, Portuguese law applies to the maximum extent permitted by U.S. law.

If arbitration is not enforced, exclusive jurisdiction shall lie with Portuguese courts.

#### 11. SEVERABILITY

If any provision is found unenforceable, the remaining provisions remain in full force and effect.

#### 12. CHANGES TO TERMS

We may modify these Terms at any time. Continued use constitutes acceptance.

