



Terms of Service

Effective Date: January 20, 2026

Last Updated: January 20, 2026

Entity Name: Asphalt Intelligence, LLC (“Company,” “we,” “our,” or “us”)

Governing Law: State of Florida

1. Acceptance of Terms

These Terms of Service (“Terms”) govern all access to and use of the Asphalt Intelligence platform, related software, websites, APIs, documentation, tools, and services (collectively, the “Service”). By accessing or using the Service, the individual or entity (“User,” “you,” or “your”) agrees to be legally bound by these Terms. If the User is an entity, the individual accepting these Terms represents that they are authorized to bind that entity. If you do not agree to all provisions of these Terms, you must not use the Service.

2. Nature of the Service

The Service provides informational tools that generate preliminary screening outputs related to road-surface imagery. The Service does not perform engineering analysis, safety analysis, roadworthiness assessments, pavement condition ratings, or any other professional service. The outputs produced are not suitable for standalone decision-making and must be verified through independent inspection, testing, and professional judgment. The Service is intended solely to help Users identify potential areas for further investigation.

The Service does not replace professional advice and must not be relied upon as the sole basis for operational, engineering, maintenance, safety, or financial decisions.

3. Eligibility

The Service is intended for use by municipalities, governmental organizations, engineers, contractors, consultants, and other professional or commercial users. The Service may be used by individuals only if they are legally competent and authorized to act on behalf of the organization they represent.



Terms of Service

4. User Responsibilities

4.1 Lawful Use and Compliance

Users agree to use the Service only in compliance with applicable federal, state, and local laws. Users agree to obtain all permissions, rights, licenses, and authorizations required to upload or process imagery.

4.2 Imagery Rights and Licensing

Users may upload screenshots of legally accessible open-source imagery (e.g., publicly licensable aerial/satellite basemaps), and / or user-owned or user-licensed imagery.

By uploading imagery, the User represents and warrants that:

- They have all necessary rights and licenses to upload, use, and process the imagery.
- Such imagery does not infringe the rights of any third party.
- They assume all liability associated with imagery uploaded to the Service.

The Company does not verify ownership of user imagery and assumes no responsibility for unauthorized uploads.

5. License Grant

Subject to these Terms, the Company grants the User a non-exclusive, non-transferable, revocable, limited license to access and use the Service during the subscription period.

6. Prohibited Conduct

Users shall not: Use the Service for unlawful, unsafe, or unauthorized purposes; attempt to reverse engineer or extract source code from the Service; circumvent technical limitations, rate limits, or authentication mechanisms; use the Service to generate or distribute conclusions represented as engineering, safety, or compliance certification; and / or redistribute or resell the Service except through a separate written agreement.



Terms of Service

7. No Professional Advice

The Company does not provide engineering, safety, design, regulatory, pavement testing, or professional services. All outputs are preliminary, probabilistic, and informational only.

Users acknowledge and agree that outputs may be inaccurate, incomplete, or unsuitable for operational decisions; and, outputs require verification by qualified personnel using accepted engineering and testing procedures.

The Service must not be relied upon for any safety, inspection, compliance, design, or construction decision.

8. Assumption of Risk

The User expressly assumes all risks arising from use or reliance upon the Service, uploading or using imagery, any business, operational, engineering, financial, safety, or maintenance decision made by the User, any interpretation, misuse, or misunderstanding of outputs.

The Company does not guarantee performance, accuracy, uptime, or error-free operation. The User acknowledges that the Service is experimental in nature and agrees that use of the Service is entirely at the User's own risk.

9. Subscription Fees and Payment

Fees for the Service are billed according to the selected subscription tier. All fees are non-refundable except where required by law. Access may be suspended for non-payment.

10. Intellectual Property

All software, source code, algorithms, models, workflows, data processing pipelines, system architecture, user interfaces, documentation, branding, trademarks, logos, trade names, and all other materials or technology made available through the Service



Terms of Service

(collectively, the “Company IP”) are and shall remain the sole and exclusive property of Asphalt Intelligence, LLC.

These Terms do not convey, assign, or grant to Users any ownership interest, license, or other rights in or to the Company IP, except for a limited, non-exclusive, non-transferable, revocable right to access and use the Service in accordance with these Terms.

By accessing or using the Service, Users expressly acknowledge and agree that they acquire no ownership, authorship, inventorship, or other intellectual property rights in the Company IP, whether arising by operation of law, contribution, feedback, usage, beta testing, or otherwise.

Users further agree that they shall not assert, claim, or attempt to register any ownership interest, lien, license, or other proprietary right in the Company IP, and hereby irrevocably waive any present or future claim that they have or may have to ownership of the Company IP or any portion thereof.

Nothing in these Terms limits the Company’s right to develop, modify, commercialize, license, or otherwise exploit the Company IP, including any improvements or enhancements, without restriction or obligation to Users.

Any suggestions, feedback, ideas, or recommendations provided by Users regarding the Service may be used, implemented, or incorporated by the Company without restriction and without obligation to the User, and shall be deemed non-confidential and non-proprietary.

By creating an account or otherwise accessing the Service, the User expressly represents and warrants that the User does not claim, and irrevocably agrees not to assert, any ownership, authorship, inventorship, or other intellectual property interest in the Asphalt Intelligence platform, the Company IP, or any portion thereof, under any theory of law.

11. Third-Party Services

The Service may integrate with third-party platforms, including but not limited to: AWS S3, Lambda, EC2, Stripe, Mapping imagery providers, and GIS tools such as QGIS.



Terms of Service

Each third-party service is governed by its own terms and privacy policies. The Company is not responsible for third-party actions or omissions.

12. Disclaimer of Warranties

The Service is provided “AS IS” and “AS AVAILABLE.” To the maximum extent permitted by law, the Company disclaims all warranties, whether express, implied, statutory, or otherwise, including any implied warranties of: merchantability, fitness for a particular purpose, accuracy, non-infringement, reliability, availability, results, suitability for engineering or professional use.

13. Limitation of Liability

To the fullest extent permitted by law: The Company’s total cumulative liability, including any claims against its founders, members, managers, employees, or contractors, for all claims arising from or related to the Service shall not exceed the total fees paid by the User to the Company in the twelve (12) months preceding the claim. The Company shall not be liable for: Indirect, punitive, incidental, consequential, special, or exemplary damages; Loss of revenue, profit, business opportunity, or data; Personal injury, property damage, or safety-related outcomes; Engineering or operational decisions based on the Service. These limitations apply even if the Company has been advised of the possibility of harm.

14. Indemnification

The User agrees to indemnify, defend, and hold harmless the Company, its members, managers, employees, and contractors from any claims, liabilities, losses, damages, or expenses (including legal fees) arising from: User’s use of the Service; User’s imagery; Violations of these Terms; Violations of law; Disputes relating to interpretation or use of outputs.



Terms of Service

15. Mandatory Binding Arbitration

Any dispute, controversy, or claim arising out of or relating to: these Terms, the Service, imagery uploaded to the Service, or the Company's conduct shall be resolved exclusively through binding arbitration administered under the rules of the American Arbitration Association (AAA).

No class actions are permitted. Judgment on the arbitration award may be entered in any court of competent jurisdiction located in Escambia County, Florida.

16. Governing Law

These Terms are governed by the laws of the State of Florida, without regard to conflict-of-law principles.

17. Termination

The Company may suspend or terminate User access at any time for: violations of these Terms, misuse of the Service, legal or regulatory requirements, non-payment. User obligations regarding indemnification, ownership, arbitration, warranties, and liability survive termination.

18. Modifications

The Company may update these Terms at any time. Changes become effective upon posting to the Service. Continued use constitutes acceptance.

19. Contact Information

Asphalt Intelligence, LLC
1620 W Romana St, Pensacola FL 32502
kate@asphaltintelligence.com