GroundUp Terms of Service

Buy Own Build, Inc. (DBA GroundUp)

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IMPORTANT: THESE TERMS REQUIRE INDIVIDUAL ARBITRATION AND WAIVE CLASS ACTIONS AND JURY TRIALS. THEY AFFECT LEGAL RIGHTS. IF YOU USE THE PLATFORM FOR AN ORGANIZATION, YOU CONFIRM THAT YOU MAY BIND IT.

Acceptance and effective date

At first login, an unchecked box and I Agree button will ask you to accept these Terms. By selecting I Agree, or otherwise affirmatively accepting these Terms after being given access to them, you agree to these Terms. GroundUp records the accepted version, your account and organization, timestamp, session, and related technical evidence. Creating an account or using the Platform after acceptance remains subject to these Terms. The Privacy Policy is provided separately as a notice and is acknowledged, not signed as a contract.

This version becomes effective for a new Customer when accepted. For an existing Customer, this version becomes effective only in accordance with Section 18 and any controlling signed agreement. Signing a Manufacturer Partnership Agreement that expressly incorporates this version also constitutes acceptance by the named Manufacturer, whether or not its signatory personally creates a Platform account.

1 Who we are and scope

The GroundUp website, applications, software, tools, and related services are provided by Buy Own Build, Inc., a Delaware corporation doing business as GroundUp. **Platform** means all of those services. **Customer** means the person or organization that registers for, purchases, or uses the Platform. **Authorized User** means an individual the Customer permits to use its account. **You** means the Customer and each Authorized User as the context requires. GroundUp and Customer are each a **Party** and together the **Parties**.

These Terms govern general Platform access and use and include the manufacturer provisions in Section 21. A signed enterprise, manufacturer, customer, subscription, or other written agreement controls over these Terms for its covered subject. For manufacturer matters, the order of precedence is: first, the signed Manufacturer Partnership Agreement and signed amendments; second, Section 21 of these Terms; and third, the remaining provisions of these Terms. The more specific provision controls within the same level. A portal entry, invoice, purchase order, or customer contract does not amend that hierarchy or a signed agreement unless both Parties expressly agree in a signed writing.

Manufacturer project attribution and Manufacturer Connection Fees are governed jointly by the signed Manufacturer Partnership Agreement and the version of these Terms incorporated into it, subject to Sections 18 and 21.17. These Terms do not impose a Manufacturer Connection Fee on a person merely for opening an account or using the general Platform. The Privacy Policy describes personal-information practices and does not change either contract.

2 Eligibility authority and accounts

You must be at least 18 and legally able to contract. If you use the Platform for an organization, you represent that you have authority to bind it. The Customer is responsible for its Authorized Users and for accurate account information.

Keep credentials confidential, use reasonable access controls, and promptly report suspected unauthorized access. Do not share individual credentials. GroundUp may require identity, authority, or security verification and may refuse or revoke access that cannot be verified.

Customer must designate users with appropriate authority for factual reporting, attribution disclosures, billing access, and payment instructions, and promptly update or revoke those permissions when roles change. Permission to submit facts, view an invoice, or review attribution does not by itself confer authority to amend an agreement, settle a dispute, or authorize a payment. Actions remain subject to the user's actual authority and the applicable agreement.

3 Limited right to use the Platform

During the applicable service term, GroundUp grants Customer a limited, non-exclusive, non-transferable, revocable right for Authorized Users to access and use the Platform for Customer's internal business purposes under these Terms and any written order.

Except as law expressly permits, you may not copy, sell, sublicense, reverse engineer, scrape, bypass access controls, probe vulnerabilities, interfere with service, introduce harmful code, use automated means that burden the Platform, remove ownership notices, or use the Platform to build or train a competing product or model. You may not use the Platform for unlawful, deceptive, discriminatory, infringing, unsafe, or sanctioned activity or submit data you lack the right to use.

4 Customer content outputs and permissions

User Content means data, text, files, prompts, images, parcel information, project inputs, and other material you submit. Customer keeps ownership of User Content. Customer grants GroundUp a limited license to host, copy, process, transmit, display, and adapt User Content only as needed to provide, secure, support, and improve the contracted Platform, follow Customer instructions, and comply with law. Manufacturer Materials are also subject to Sections 21.12 and 21.13, which control any conflict concerning those materials. Confidential evidence submitted for attribution, order verification, billing, or disputes is governed by the narrower permitted uses in Section 21.8, which control over any broader User Content or Manufacturer Materials license.

Customer represents it has all rights, notices, and lawful bases needed for User Content and GroundUp's permitted processing. Customer must not submit regulated health data, payment-card data, government identifiers, export-controlled technical data, or other highly sensitive information unless GroundUp expressly approves it in writing and the Parties sign required safeguards.

GroundUp owns the Platform, software, workflows, interfaces, documentation, templates, and general improvements. To the extent GroundUp creates a Platform-generated report or output for Customer, GroundUp grants Customer a perpetual, non-exclusive right to use that output for its internal business and the related project, subject to third-party rights and Customer's payment obligations. Outputs may require professional review and may not be unique. An output incorporating Manufacturer Materials does not transfer ownership of those materials or enlarge the limited use rights in Section 21.13.

5 Artificial intelligence features

Some features may use automated or artificial-intelligence systems. Outputs can be incomplete, inaccurate, or unsuitable. Customer is responsible for human review and for decisions involving engineering, architecture, financing, permitting, compliance, safety, employment, housing, or other material rights or risks.

GroundUp will not use non-public User Content, personal information, or enterprise confidential information to train a general-purpose or foundation model unless Customer gives separate, affirmative opt-in consent that identifies the use. Customer may withdraw that consent prospectively. GroundUp may use aggregated or de-identified telemetry to operate, secure, measure, and improve the Platform if it does not identify a person, Customer, or project and GroundUp does not attempt re-identification.

6 Confidentiality

Each Party may receive non-public business, technical, financial, security, customer, project, or product information that reasonably should be confidential. The recipient will use it only for the relationship, protect it with reasonable care, and disclose it only to people who need it and owe equivalent duties. These duties do not cover information lawfully known without restriction, independently developed, lawfully received from another source, or public without breach.

If law requires disclosure, the recipient will give notice when lawful and disclose only what is required. These duties last 5 years after disclosure; trade secrets remain protected while legally qualifying. More specific confidentiality terms in a signed agreement control. Designating Manufacturer Materials for permitted distribution under Section 21.12 authorizes only that distribution and the uses expressly permitted by these Terms.

7 Privacy and security

The Privacy Policy explains GroundUp's personal-information practices. Where GroundUp processes personal information solely on Customer's behalf and applicable law requires processor terms, GroundUp and Customer will sign a data processing addendum.

GroundUp uses reasonable administrative, technical, and physical safeguards appropriate to the service and risk. No system is perfectly secure. Customer remains responsible for its devices, credentials, configurations, lawful instructions, backups of exported data, and timely removal of former users.

8 Third party services and integrations

The Platform may link to or interoperate with services GroundUp does not control. If Customer enables one, Customer directs GroundUp to exchange relevant data with it. The third party's terms and privacy practices apply, and GroundUp is not responsible for that third party. GroundUp may change or discontinue an integration if the provider changes access, law requires it, or security or service risk warrants it.

9 Service charges and taxes

Paid plans and professional services are governed by the applicable order, checkout page, or signed agreement. Charges are in U.S. dollars, exclude transaction taxes, and are non-refundable after the applicable service is delivered unless the written order says otherwise or law requires. Customer authorizes the stated payment method and will pay undisputed invoices when due. Customer is responsible for applicable transaction taxes, excluding taxes on GroundUp's net income.

Manufacturer Connection Fees are governed by the signed Manufacturer Partnership Agreement together with Section 21, including its fee trigger, calculation, invoicing, dispute, and cancellation provisions. Section 21 controls over this Section 9 for those fees. No automatic debit of a Manufacturer Connection Fee is authorized unless Manufacturer separately authorizes that payment method.

10 Changes beta features and availability

GroundUp may improve or change the Platform and may label features beta, preview, pilot, or evaluation. Those features may change, fail, or be discontinued and should not be used for high-risk decisions without independent verification.

GroundUp does not promise uninterrupted or error-free service. Planned maintenance, emergencies, security events, third-party failures, and events beyond reasonable control may affect availability. Any specific service level must be in a signed agreement.

11 Acceptable use and platform integrity

You must not impersonate others; submit malicious code; harvest data or personal information; evade rate limits; conceal the origin of activity; infringe rights; facilitate fraud; misuse project, property, financial, or identity data; or use outputs as the sole basis for a legally significant decision about a person.

GroundUp may investigate suspected misuse and preserve or disclose information when reasonably necessary to protect the Platform, users, or public; enforce agreements; or comply with lawful process. GroundUp will use proportionate measures and applicable privacy rules.

12 Suspension and termination

GroundUp may suspend access promptly to address a security threat, unlawful activity, material breach, nonpayment, or material harm. When practical, GroundUp will give notice and an opportunity to cure. Customer may stop using the Platform at any time, subject to a paid plan or signed agreement.

On termination, the Platform access license ends. GroundUp will handle User Content under the applicable agreement, documented retention schedule, and Privacy Policy. Terms that by nature should continue survive, including ownership, permitted continuing output use, confidentiality, disclaimers, liability, indemnity, dispute terms, and accrued payment rights. Manufacturer cancellation and continuing obligations are further governed by Sections 21.4, 21.7, 21.12, and 21.16.

13 Disclaimers

The Platform supports research, planning, matching, diligence, and workflow; it does not replace legal, financial, engineering, architecture, code, environmental, appraisal, insurance, or other professional advice. GroundUp is not a party to transactions between users and does not guarantee a project, permit, financing, valuation, manufacturer, contractor, customer, output, or result.

Except for express terms in a signed agreement, the Platform and outputs are provided as available. To the maximum extent permitted by law, GroundUp disclaims implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and accuracy. Some jurisdictions do not allow certain disclaimers, so lawful non-waivable rights remain.

14 Indemnity

Customer will defend and indemnify GroundUp and its personnel against a third-party claim arising from Customer's User Content, unlawful or unauthorized use, transaction or project performance, breach of Section 3 or 11, or violation of another's rights, except to the extent caused by GroundUp.

For Manufacturer, this obligation also covers third-party claims arising from Manufacturer Materials or the rights granted in them; breach of Manufacturer's representations in Section 21.14; Manufacturer's products, customer contracts, regulatory violations, manufacturing, delivery, installation, warranties, or other services it undertakes; and negligent or wrongful acts or omissions of Manufacturer or persons acting on its behalf, except to the extent caused by GroundUp. This paragraph does not require Manufacturer to indemnify GroundUp for GroundUp's use of Manufacturer Materials outside the rights granted under these Terms.

GroundUp will promptly notify Customer, reasonably cooperate at Customer's expense, and allow Customer to control the defense. Customer may not settle in a way that admits GroundUp's fault, imposes non-monetary duties, or fails to fully release GroundUp without consent. A signed enterprise agreement may replace this section with mutual terms.

15 Limits of liability

To the maximum extent permitted by law, GroundUp is not liable for indirect, incidental, special, exemplary, punitive, or consequential damages, or lost profits, revenue, goodwill, business opportunity, or data, even if advised they were possible.

Unless a signed agreement states a different allocation, GroundUp's total liability arising from the Platform or these Terms will not exceed the greater of (a) amounts Customer paid GroundUp for the Platform, including Manufacturer Connection Fees, in the 12 months before the event or (b) $1,000. The exclusions and cap do not apply where law prohibits them or to GroundUp's fraud, willful misconduct, gross negligence, breach of confidentiality, unauthorized use of personal information, or infringement of Customer's intellectual property. These limits do not reduce Customer's payment obligations under these Terms or a signed agreement.

16 Disputes arbitration and class waiver

Before filing a claim, you and GroundUp will give written notice describing the dispute and try in good faith for 30 days to resolve it. This does not prevent urgent injunctive relief or a filing needed to preserve a limitations period.

An unresolved dispute will be finally resolved by one arbitrator under the American Arbitration Association rules appropriate to the claim. The hearing will be remote unless the arbitrator requires otherwise. Any in-person hearing will be in Wilmington, Delaware, except where applicable law or mandatory arbitration rules require otherwise. The Federal Arbitration Act governs this clause. Claims must be brought individually, not as a class, collective, consolidated, or representative action. If a claim may lawfully proceed in court, each side waives jury trial. Either side may bring an eligible individual claim in small-claims court or seek temporary or injunctive relief for security, confidentiality, or intellectual-property misuse in Delaware courts.

If applicable law gives a consumer a non-waivable right or required opt-out, that right remains. To exercise any legally required arbitration opt-out, send a signed notice to admin@trygroundup.ai within 30 days after first accepting these Terms, identifying the account and stating the request, or within any longer period required by applicable law.

17 Governing law

Delaware law governs these Terms without regard to conflict rules, except that mandatory consumer law of your residence applies when it cannot be waived. State and federal courts in Delaware have exclusive jurisdiction for permitted court proceedings, except for eligible small-claims proceedings and any non-waivable venue requirements under Section 16, and each side consents to that jurisdiction.

18 Changes to these Terms

GroundUp may update these Terms. GroundUp will state the version and effective date and give at least 30 calendar days' advance notice of a material change through the Platform, email, or another reasonable method. A shorter period may apply only to the extent reasonably necessary to comply with law or address an urgent security issue; GroundUp will give as much notice as reasonably practicable. Non-material clarifications may take effect on posting. Changes apply prospectively and will not retroactively alter accrued rights or an existing dispute.

If a change materially affects rights or duties, GroundUp will request renewed clickwrap acceptance when appropriate or legally required. Continued use after the stated effective date constitutes acceptance only where law permits and after required notice. Customer may stop using the Platform before a change takes effect, subject to existing commitments and surviving obligations. A posted update cannot override a controlling signed agreement.

For Manufacturer, changes to fee rates, fee triggers, attribution, calculation, cancellation, or payment obligations are also subject to Section 21.17. Continued Platform use alone does not amend protected commercial terms for previously introduced Projects. GroundUp will retain prior versions and provide the applicable accepted version on request.

19 Electronic records and notices

You agree to receive Platform records and notices electronically, subject to any non-waivable consumer rights. GroundUp will retain acceptance records in a form that accurately reflects the accepted Terms and can be reproduced. You may download or print these Terms and request a copy from admin@trygroundup.ai.

Legal notices to GroundUp must be sent to Buy Own Build, Inc. (DBA GroundUp), 8 The Green, Ste A, Dover, DE 19901, and admin@trygroundup.ai. GroundUp may send notices to the account email or through the Platform. Operational reports, invoice disputes, and Manufacturer membership cancellations under Section 21 may be submitted using the methods specified there without a mailed notice. Manufacturer must keep its primary business and billing contact details current.

20 General terms

These Terms and any controlling signed agreement are the entire agreement on their subject. Customer may not assign these Terms without GroundUp's written consent, except with a merger or sale of substantially all relevant assets if the assignee assumes them. GroundUp may assign them in the same circumstances or to an affiliate. Assignment does not extinguish accrued obligations or the continuing attribution and payment obligations in Section 21.

A failure to enforce is not a waiver. Invalid terms will be narrowed or severed. Headings aid reading only. No third party is a beneficiary. The English version controls to the extent lawful. Electronic signatures and counterparts are accepted. Except for changes validly made under Sections 18 and 21.17, an amendment to a signed agreement requires a writing signed by both Parties.

21 Manufacturer partnerships

21.1 Participation and independent responsibilities

This Section 21 governs participation by a manufacturer supplying information, products, or services through GroundUp (**Manufacturer**). Sections 21.3 through 21.11 and 21.16 through 21.17 apply to the manufacturer relationship established by a signed **Manufacturer Partnership Agreement** or **MPA**, including an agreement titled Manufacturer Partner Agreement. Sections 21.12 and 21.13 also govern Manufacturer Materials and their recipients, whether or not a Manufacturer Connection Fee is payable. No fee rate is established by these Terms; the applicable rate must be stated in the MPA or otherwise agreed or validly changed as permitted by that MPA and Section 21.17.

GroundUp acts as a lead connector and provides Platform services. It is not the manufacturer, seller, dealer, or broker of Manufacturer's products and has no authority to bind Manufacturer or a Developer to a product transaction. GroundUp does not manufacture, engineer, transport, install, or warrant Manufacturer's products. Manufacturer independently decides whether to quote or accept an order and is responsible for its pricing, customer contracts, products, performance, and customer funds. GroundUp does not receive, hold, or disburse customer deposits or purchase funds unless separately agreed in a signed writing and permitted by law. Neither the relationship nor the description of a connection fee dispenses with any applicable legal requirement.

The Parties are independent contractors. No employment, agency, partnership, fiduciary relationship, or joint venture is created. Neither Party may make commitments or representations on behalf of the other without written authority.

21.2 Definitions

Developer means the project owner, developer, purchaser, or authorized representative pursuing a Project, including a project entity acting for that same development opportunity.

Project means an identifiable development opportunity, described by reasonably available site, parcel, development, building, unit, phase, or other project-specific information. The same Project may include related phases, buildings, units, expansions, change orders, and replacement orders arising from that underlying development opportunity, subject to Section 21.4. A Developer's identity alone does not define a Project.

Introduction means GroundUp's first documented disclosure to Manufacturer of sufficient information reasonably to identify the Developer and Project, through the Platform, a project package, email, a meeting, or another recorded communication. The **Introduction Date** is the date that disclosure is made available to Manufacturer and notice is delivered to its designated contact or authorized account. Merely storing a Project in the Platform without that disclosure and notice is not an Introduction. A Project submitted or processed through GroundUp is subject to attribution only if these requirements are met or the Parties separately confirm its attribution in writing.

GroundUp-Attributed Project means a Project introduced during the MPA term that qualifies under Sections 21.3 and 21.4 and is not excluded by a substantiated Pre-Existing Project Relationship Claim or written agreement.

Covered Order means a binding contract, accepted purchase order, or other documented binding commitment between Manufacturer and a Developer for identified products and Ordered Volume for a GroundUp-Attributed Project. It includes orders routed as described in Section 21.11. A quote, non-binding reservation, forecast, letter of intent, or optional quantity is not a Covered Order merely because it is recorded in the Platform.

Ordered Volume means the aggregate square footage of products actually committed under a Covered Order, calculated using the measurement basis in the MPA. If the MPA is silent, it means the gross enclosed floor area of the manufactured products, as shown in Manufacturer's applicable product specifications or approved plans, multiplied by the committed number of units. Open decks, porches, site work, land area, optional units, and duplicate module or unit counts are excluded unless the MPA expressly provides otherwise. The same square footage will not be charged twice.

Production means the documented release of an accepted order into Manufacturer's manufacturing process, including actual fabrication or binding order-specific procurement. Preliminary design, estimating, a tentative production slot, or internal forecasting alone is not Production.

Customer Deposit means money actually received from or on behalf of a Developer and applied to a Covered Order, including by a Covered Factory or an entity receiving it on Manufacturer's behalf. A deposit is non-refundable only to the extent Manufacturer is lawfully entitled to retain it under the customer contract and applicable law. A fully refundable reservation or funds held by an independent escrow agent pending an unmet release condition do not qualify as a non-refundable Customer Deposit.

Manufacturer Connection Fee or **Fee** means the applicable rate multiplied by the Ordered Volume for which the Fee-Earning Event in Section 21.5 has occurred. A reference to a manufacturer project-attribution fee or Platform Fee in an MPA means this Fee unless that MPA expressly defines a different charge.

Covered Factories means the factories identified in the MPA or in a factory list confirmed in writing by both Parties. **Controlled Affiliate** means an entity that Manufacturer directly or indirectly controls through majority voting ownership or the power to direct its management. **Business Day** means a day other than a Saturday, Sunday, or U.S. federal holiday.

21.3 Pre existing project relationships

A **Pre-Existing Project Relationship** exists only if Manufacturer was substantively engaged with the Developer regarding the specific Project before the Introduction Date. A general relationship, a CRM contact, previous work on another project, awareness of the Developer, a mailing-list entry, or a generic inquiry alone is insufficient.

Manufacturer must raise a **Pre-Existing Project Relationship Claim** promptly after receiving enough information reasonably to recognize the Project and locate the relevant records, ordinarily before submitting a substantive quote through GroundUp. The claim must identify the Project and the prior engagement and include reasonably available contemporaneous evidence predating the Introduction, such as project-specific communications, proposals, quotes, agreements, meeting records, or CRM records documenting substantive engagement. Manufacturer may submit through the portal or by email to admin@trygroundup.ai. No fixed hourly deadline applies.

GroundUp will consider the evidence reasonably and in good faith, may request relevant supporting records, and will communicate its determination and basis in writing. Manufacturer will have a reasonable opportunity to respond. A later claim must explain the delay; an otherwise substantiated pre-existing relationship will not be rejected solely because Manufacturer did not assert it within a fixed period. Deliberate withholding or falsification of evidence is a material breach.

Unless and until a claim is substantiated, a qualifying Introduction may be recorded as GroundUp-attributed, subject to correction. Mere silence is not conclusive proof of attribution. A substantiated claim excludes the specific Project and the documented scope of that pre-existing opportunity unless the Parties expressly agree otherwise in writing. Disagreements remain subject to Section 16, and any corresponding invoice may be disputed under Section 21.10.

Before granting new access to a full Project package, GroundUp may require an authorized Manufacturer representative to review sufficient identifying information, check reasonably available records, and disclose known prior developer or Project relationships. Manufacturer may indicate that it needs to check with its team or request help identifying the Project. GroundUp may withhold new access while the disclosure or review is incomplete, subject to continued reporting and billing access under Section 21.16. Knowing a Developer without prior substantive engagement on the specific Project does not establish a Pre-Existing Project Relationship. Manufacturer must promptly correct a materially inaccurate disclosure when discovered.

Saving a draft does not submit a claim or notice. A notice of possible overlap submitted through the designated portal function or received at admin@trygroundup.ai records the claim even if supporting evidence is not yet available; Manufacturer must identify the known basis and provide reasonably available evidence promptly, with a reasonable opportunity to supplement it. GroundUp will preserve the original notice and file receipt times separately from later processing or review. File scanning or processing delays do not change those receipt times; an unreadable, unsafe, or incomplete file may require replacement and does not establish its asserted contents. No response, expiration of an operational reminder, or review delay automatically establishes attribution, denies a claim, or waives a Fee.

A disclosure, acknowledgment, access approval, or selection to proceed with an opportunity is a factual or access-related action. It does not by itself accept a Covered Order, create a Fee-Earning Event, waive a supported claim, or amend the MPA. Any separate binding order acceptance must be expressly identified as such and made by an authorized representative. Reporting an order already accepted outside the Platform is not a new acceptance.

GroundUp's written attribution determination will identify the Project and any particular phase, units, order, or other scope to which it applies. A scoped exclusion does not automatically extend to additional or unrelated scope. An unresolved portion does not by itself alter a determination for a separate, resolved portion. Material new evidence or a factual error may warrant a corrected determination with its basis and prior history preserved. Any resulting billing correction is governed by Sections 21.6, 21.9, and 21.10; an access decision or review status alone does not issue a credit or establish a payment obligation.

21.4 Attribution period and later phases

Unless the MPA expressly states another period, the initial attribution period is 24 months after the Introduction Date. A Covered Order first accepted within that period remains attributable even if its Fee-Earning Event, invoicing, or performance occurs later. If no Covered Order is accepted within that period, attribution expires for new orders on that Project unless the Parties agree to an extension in writing. Reposting or repeating the same Introduction does not restart the period.

If a Covered Order is accepted within the initial attribution period, attribution continues through completion of the same Project for its later phases, buildings, units, related expansions, change orders, and replacement orders, even if those orders are accepted after the initial period or after termination of the MPA. For example, if GroundUp sourced a 100-home Project and Manufacturer accepts a Covered Order for phase 1 within the initial period, phases 2 through 4 of that same 100-home Project remain attributable. Fees for those later phases are earned only when their own Covered Orders satisfy Section 21.5; the initial Introduction does not charge for uncommitted future units.

Whether work forms part of the same Project depends on reasonably reliable evidence of the underlying development opportunity, including site, master plan, approvals, phased procurement, and commercial continuity. A change of Project name, project entity, financing, design, or fulfillment location does not by itself create a different Project. Attribution does not automatically extend to unrelated future projects solely because they involve the same Developer or its affiliates. Such a separate project requires its own qualifying Introduction or written attribution agreement.

21.5 When the Fee is earned

For an accepted Covered Order, the **Fee-Earning Event** occurs at the earliest of: (a) Manufacturer's receipt of the first non-refundable Customer Deposit applicable to that order; (b) the order becoming legally binding and non-cancelable by the Developer without liability for a material cancellation charge or other material contractual payment obligation; or (c) the order being released into Production. If a qualifying deposit is received before order acceptance, the Fee is earned on acceptance only if the deposit then qualifies. A fully refundable deposit alone does not trigger a Fee.

The Fee is calculated on the Ordered Volume committed by the Covered Order when that event occurs. A framework agreement, master purchase arrangement, or phased procurement plan does not make optional, forecast, or uncommitted quantities chargeable. If only an independently committed portion or phase constitutes the accepted order, the Fee applies to that portion or phase.

A lead, Introduction, submission, quote request, quote, or negotiation alone does not trigger a Fee. Once earned, the Fee does not depend on project completion, delivery, installation, final customer payment, or Manufacturer's profit, subject to Section 21.7. Failure to report an order or event does not postpone the Fee-Earning Event or eliminate the Fee. GroundUp may invoice after reasonable validation under Section 21.9.

21.6 Calculation and volume adjustments

The rate assigned to the Project under the MPA and Section 21.17 applies to all its Covered Orders and attributable later phases. Manufacturer must calculate and report Ordered Volume accurately and consistently with Section 21.2 and provide the plans, product schedule, or other records supporting that calculation on reasonable request.

An increase in Ordered Volume automatically results in an additional Fee at that Project's applicable rate when the added volume becomes an accepted binding commitment and satisfies Section 21.5. There is no minimum percentage increase required. GroundUp may invoice the additional amount separately or include it in a reconciliation. Corrections to a measurement or billing error will be reconciled, with a credit or refund for an overpayment.

A documented reduction before the Fee-Earning Event reduces the volume used to calculate the Fee. A reduction, cancellation, or redesign after the Fee is earned is governed by Section 21.7 and does not itself create a credit. A replacement order, revised purchase order, factory transfer, or reissued contract covering volume already charged does not generate a duplicate Fee. Any new volume remains subject to the applicable Fee, and any prior credit will be accounted for in the reconciliation.

21.7 Cancellation and retained deposits

Once a Fee has been earned, a subsequent cancellation, delay, financing failure, redesign, reduction in scope, Developer default, or termination of the Developer-Manufacturer contract does not by itself eliminate the Fee.

If the Customer Deposit that Manufacturer lawfully retains for the cancelled order or affected portion is at least equal to the corresponding earned Fee, the full Fee remains payable under the applicable invoice terms. **Retained Customer Deposit** means the customer deposit actually received and lawfully retained, excluding amounts actually refunded or legally required to be refunded. Amounts applied to Manufacturer's costs or transferred to its affiliates are still retained for this purpose; they are not deducted in measuring deposit coverage. A deposit allocated across multiple orders or portions may be counted only once.

If the Retained Customer Deposit is less than the corresponding earned Fee, Manufacturer may request that the Parties discuss an appropriate adjustment in good faith. Manufacturer must provide the cancellation, deposit, retention, and refund records reasonably needed to evaluate the request. The shortfall does not automatically cap, waive, reverse, or reduce the Fee. Any adjustment, credit, payment extension, or settlement must be agreed in writing by authorized representatives of both Parties. Pending agreement, undisputed amounts remain due, and any good-faith dispute is handled under Section 21.10. A voluntary refund, reallocation, or waiver arranged to avoid an earned Fee does not itself alter Manufacturer's obligation.

If a Developer timely exercises a mandatory statutory rescission right, Manufacturer returns all customer funds required to be returned, and the order has not lawfully entered Production or otherwise become lawfully non-cancelable, GroundUp will reverse or credit the corresponding Fee upon reasonable documentary proof. Nothing in these Terms limits a non-waivable cancellation or refund right or requires unlawful retention of customer funds. Manufacturer remains responsible for its customer refund obligations, and GroundUp does not guarantee or fund those refunds.

21.8 Reporting evidence and records

Manufacturer must report each Covered Order, Customer Deposit, Fee-Earning Event, Production release, material volume change, cancellation, refund, payment reversal, and transfer within 5 Business Days after the applicable event. Reporting is through the manufacturer portal or, if unavailable, by email to admin@trygroundup.ai. Each report must identify the Project and Developer; the contracting Manufacturer and fulfilling factory or entity; order and acceptance dates; committed units and Ordered Volume; deposit amount, receipt date, and refundability; any non-cancelable or Production date; and the details and effective date of any change, cancellation, refund, or transfer, as applicable.

Manufacturer must report actual events within the applicable reporting period even while attribution is disputed, Project access is restricted, or supporting documents or Project references are incomplete. The report must state the facts then known, identify missing or uncertain information, and be supplemented promptly when additional information becomes reasonably available. Manufacturer must not postpone reporting until attribution review is complete. Reports must distinguish the actual event date from the submission date and, for deposits, distinguish initiated, received, cleared, held, refundable, and lawfully retainable amounts to the extent known. A report or payment status alone does not establish that the applicable contractual Fee-Earning Event occurred. Corrections must identify the affected record and preserve the actual event history; correcting a report does not restart an attribution period or erase an earned Fee.

Manufacturer must provide reasonably sufficient supporting evidence, such as an executed contract, accepted purchase order, relevant change order, deposit confirmation, production release, cancellation notice, or refund record. During onboarding, Manufacturer must describe each Covered Factory's normal deposit criteria and refundability terms and promptly update material changes. Order-specific terms control the factual determination of the relevant event, subject to applicable law.

Manufacturer may redact unrelated prices, bank details, personal information, and other terms not reasonably necessary to validate attribution, the Fee-Earning Event, Ordered Volume, or deposit coverage. It may not redact facts necessary for that validation. GroundUp will protect non-public records under Sections 6 and 7. Attribution evidence, executed contracts, deposit or bank records, cancellation records, and dispute submissions are confidential administrative evidence, not public marketing materials. GroundUp may use and retain them only to administer and verify the relationship, assess and collect properly payable Fees, reconcile payments, resolve disputes, protect security, enforce applicable agreements, and comply with law. Access is limited to authorized recipients who need the records for those purposes and are subject to appropriate confidentiality obligations. Submission does not authorize public display, distribution to other manufacturers, use in public catalogs, or model training. A shared customer contract may be made available to its authorized parties for the related Project; submitting that contract does not grant access to separate attribution evidence, GroundUp invoices, or unrelated records. These restrictions control over Sections 4 and 21.12. GroundUp may retain submitted versions and corrections under its applicable retention schedule and legal holds; account closure or removal from a user-facing view does not require deletion of records needed for those purposes.

Manufacturer will keep reasonably complete relevant records for at least 3 years after the later of the last Fee-Earning Event or final cancellation or completion of the affected Covered Order, and longer while a notified dispute remains unresolved. On reasonable written notice, Manufacturer will provide relevant extracts or permit a confidential review by GroundUp or an independent professional bound by confidentiality, during normal business hours and without unnecessary business disruption. A review is limited to records reasonably needed to verify obligations under the MPA and these Terms and ordinarily occurs no more than once in 12 months, unless a material discrepancy or credible evidence of under-reporting warrants another review. GroundUp bears ordinary review costs; Manufacturer will reimburse reasonable documented review costs if the review establishes under-reporting exceeding 5% of the Fees properly due for the reviewed period, subject to the dispute process.

21.9 Order validation

GroundUp may use Platform activity, Developer confirmations, contracts, purchase orders, deposit records, Manufacturer reports, production records, planning or permit records, and other reasonably reliable evidence to determine whether a Covered Order or Fee-Earning Event occurred and the applicable Ordered Volume. A permit, forecast, or customer statement does not by itself establish every required element of an earned Fee.

Before issuing an invoice based primarily on evidence not supplied by Manufacturer, GroundUp will provide the material basis and calculation and allow at least 10 Business Days for Manufacturer to identify a material error or supply relevant records. GroundUp will reasonably consider a supported request for additional time and any contrary evidence received. Where precise volume is unavailable because required records were not provided, GroundUp may use a reasonable, disclosed estimate supported by available evidence, subject to correction. It may not assume uncommitted projected phases are ordered.

Manufacturer's failure to respond does not invalidate otherwise reliable evidence, but does not make GroundUp's determination conclusive. Invoice disputes and later verified corrections remain subject to Sections 21.6, 21.10, and 16.

A preliminary assessment, review status, or draft invoice is not an issued invoice or a demand for payment. GroundUp will review the applicable agreement, attribution scope, relevant events, and calculation before issuing an invoice. Internal review or a delayed assessment does not postpone the contractual Fee-Earning Event, and creating a draft does not start the payment period. A later correction will identify the affected assessment or invoice and the basis for any additional charge, credit, refund, or other adjustment. GroundUp will preserve the original record and account for prior payments and adjustments so that the same scope is not charged twice. Internal approval procedures do not excuse a correction or credit required by these Terms.

21.10 Invoices disputes and delinquency

GroundUp may invoice an earned Fee after validation and will identify the Project, applicable rate, chargeable Ordered Volume, Fee-Earning Event, and any adjustments. Unless the MPA states otherwise, undisputed invoices are due in U.S. dollars within 15 calendar days after issuance and delivery to Manufacturer's billing contact. Payment is by ACH, wire, or another mutually agreed method. Any installment arrangement requires a separate written agreement and does not change when the Fee is earned.

Manufacturer must submit a good-faith invoice dispute through the designated portal dispute function or by email to admin@trygroundup.ai within 10 calendar days after receipt, identifying the disputed amount, grounds, and available supporting evidence. A portal dispute is submitted when recorded by the Platform, as shown by its receipt, and an emailed dispute is submitted when received at the stated address. Saving a draft does not submit a dispute. Manufacturer should retain the submission receipt or email record and use email if the portal submission fails. An attribution claim affecting an invoice should identify that invoice and the amount disputed; a pending claim alone does not suspend unrelated or undisputed charges. A dispute does not delay payment of undisputed amounts. The Parties will work promptly and in good faith to reconcile the issue; if unresolved, Section 16 applies. No late charge or collection action will apply to the amount reasonably disputed while Manufacturer cooperates in that process. Any amount determined payable is due within 10 calendar days after written resolution unless the resolution provides otherwise. Missing the initial dispute period does not bar correction of a demonstrable billing error or a claim based on facts not reasonably discoverable during that period.

GroundUp may use Stripe or another designated payment processor to collect Manufacturer Connection Fees. Manufacturer may use the payment methods offered for the applicable invoice, subject to the processor's required verification and payment-specific authorization. The processor collects GroundUp's Fees; this does not authorize GroundUp to receive or hold the Developer's purchase price or deposits. Saving a payment method, reporting a remittance, or granting billing access does not authorize an automatic debit or a later debit without the required separate authorization.

A payment instruction, remittance report, uploaded payment confirmation, or browser success message does not alone establish payment. Payments are credited to the applicable invoice when receipt and allocation are verified; an approved credit reduces the balance without constituting new cash payment. Manufacturer must provide reasonably requested remittance details to resolve unmatched funds. Partial payments reduce the outstanding balance without waiving the remainder. GroundUp will reconcile duplicate or excess payments and arrange an appropriate refund or agreed credit, without applying the same funds or adjustment twice. A payment subsequently returned, reversed, or charged back restores the unpaid balance to the extent the payment is no longer available, subject to any valid dispute, credit, or refund and without duplicate recovery. GroundUp will notify Manufacturer of a material reversal or reconciliation discrepancy. Merely processing a payment does not extend the due date; however, GroundUp will not assess late charges or pursue collection on an amount supported by reasonable evidence of a timely initiated payment while it is being processed or reconciled in good faith, unless the payment fails or is reversed. Delinquency remedies remain subject to the notice and dispute protections in this Section.

An invoice's payment period begins only upon issuance and delivery as required above. An internal draft date, payment-provider status, or sending attempt alone does not establish delivery. GroundUp will make the issued invoice available to Manufacturer's designated billing contact and retain reasonably reliable delivery records. Manufacturer must keep billing contacts current and promptly report an inaccessible or incorrect invoice.

If an undisputed amount remains overdue 5 Business Days after written delinquency notice, GroundUp may charge simple interest from the end of that notice period at the lesser of 1% per month or the maximum lawful rate. GroundUp may suspend new Introductions or Platform access for unresolved nonpayment, subject to Section 12, and recover reasonable, documented collection costs, including reasonable legal fees, to the extent permitted by law. No automatic percentage collection penalty applies. Suspension does not eliminate existing attribution, reporting, or payment obligations. A request for a discretionary adjustment under Section 21.7, without a reasonable dispute about the amount contractually due, does not itself suspend payment or delinquency remedies.

21.11 Factories affiliates and transfers

Manufacturer may allocate fulfillment among its Covered Factories and Controlled Affiliates, subject to applicable law and customer commitments. Routing, assignment, transfer, referral, subcontracting, or fulfillment of a GroundUp-Attributed Project through another factory, Controlled Affiliate, successor, or entity acting on Manufacturer's behalf does not terminate attribution or an otherwise applicable Fee. Manufacturer remains responsible under its MPA for reporting and Fees on orders it routes in this way, even if another such entity signs the customer contract or receives the deposit. Manufacturer must arrange access to the records needed to perform those obligations.

Manufacturer must disclose a proposed transfer to an unrelated manufacturer or other unrelated entity before sharing non-public Project information and obtain GroundUp's written consent. Manufacturer may not use any transfer to evade attribution or Fees. Unless GroundUp expressly releases Manufacturer in writing or enters a written replacement arrangement allocating those obligations, Manufacturer remains responsible for otherwise applicable Fees on the Project it transfers. This provision creates obligations for Manufacturer and does not purport to bind an unrelated recipient without its agreement. There will be no duplicate recovery of the same Fee from multiple entities.

A change in factory, entity, contract form, Project name, or payment routing does not reset the attribution period, remove previously earned Fees, or permit undisclosed reductions in Ordered Volume.

21.12 Manufacturer Materials and permissions

Confidential administrative evidence governed by Section 21.8 is excluded from the distribution and promotional permissions in this Section.

Manufacturer Materials means the floor plans, designs, models, BIM or CAD files, specifications, images, product information, factory information, trademarks, and other materials Manufacturer provides or authorizes GroundUp to obtain. Manufacturer and its licensors retain ownership of those materials and their underlying intellectual property. No ownership of a proprietary design passes to GroundUp or a Developer through its inclusion in a Platform output.

Manufacturer grants GroundUp a non-exclusive, royalty-free license during the relationship to host, reproduce, format, process, adapt, transmit, display, and use Manufacturer Materials as reasonably necessary for manufacturer discovery and matching, feasibility analysis, conceptual site planning, project packages, quoting, and facilitating orders involving Manufacturer. Permitted adaptations include technical file conversion, resizing, extraction of relevant product information, and incorporation into conceptual layouts and related outputs; they do not authorize manufacture or construction from a design or material misrepresentation of Manufacturer's products. GroundUp may permit its service providers to exercise these rights solely on its behalf and subject to equivalent restrictions, and may permit Developers to use the materials only under Section 21.13. Trademarks may be used only to identify Manufacturer and its products in these permitted activities, subject to reasonable supplied brand requirements.

Manufacturer may designate materials as public or developer-visible, as restricted to identified recipients or Projects, or as confidential for GroundUp's internal matching and administration. GroundUp will honor documented restrictions. Non-public engineering files, internal pricing, capacity information, and other information reasonably understood to be confidential will not be treated as publicly distributable merely because uploaded. Where a designation is unclear, GroundUp will obtain clarification before public display. GroundUp's review or publication does not certify accuracy or compliance.

Manufacturer must promptly correct material inaccuracies and notify GroundUp of obsolete, unsafe, infringing, or withdrawn materials. On withdrawal or termination, GroundUp will cease new public display and new Project distribution within a reasonable period. Previously authorized recipients may retain materials for the limited purposes of then-existing Projects involving Manufacturer, and GroundUp may retain and use relevant copies to support those Projects, maintain legal records, resolve disputes, and comply with law. Identified unlawful or infringing uses must cease promptly; archival copies remain subject to confidentiality and access restrictions. The restrictions and protections in Sections 5 and 6 continue to apply, and this license does not authorize training a general-purpose or foundation model on non-public Manufacturer Materials without the separate consent required by Section 5.

21.13 Limited Developer use of Manufacturer Materials

A Developer or other Customer receiving Manufacturer Materials through the Platform receives a limited, non-exclusive right to view and use them solely to evaluate, plan, obtain advice about, and pursue the related Project involving that Manufacturer. The recipient may incorporate them into conceptual site layouts, feasibility analyses, and project packages and share them with advisers and Project participants who need them for those purposes and are bound by equivalent use and confidentiality restrictions. The recipient is responsible for its permitted recipients' compliance.

These rights do not authorize independent manufacture, construction, sale, licensing, commercialization, submission as construction-ready plans, or use to procure a competing manufacturer's reproduction of the design. A separate written license from the rights holder is required for uses outside the permitted purposes. Recipients must preserve ownership notices and distribution restrictions. Conceptual outputs are not approved engineering or construction documents and remain subject to Section 5 and required professional review. If the recipient ceases pursuing the Project with Manufacturer, further substantive use must cease, except retention for legal, compliance, and dispute records.

21.14 Manufacturer representations and responsibilities

Manufacturer represents and warrants that it has authority to enter and perform the MPA; has the rights and permissions necessary to supply Manufacturer Materials and grant the permitted licenses; and will maintain the licenses, permits, certifications, approvals, and insurance required by applicable law for the products and services it undertakes.

Manufacturer must provide materially accurate information about its factories, products, capabilities, service areas, certifications, pricing assumptions, capacity, and schedules, identify material qualifications, and promptly correct material inaccuracies or changes. It may not knowingly or recklessly provide misleading information or conceal material restrictions affecting a quoted order.

Manufacturer is responsible for evaluating each Project, confirming suitability and applicable codes and standards, complying with applicable law, negotiating its customer contract, handling deposits and refunds, and performing the manufacturing, delivery, transportation, installation, warranties, and other services it agrees to provide. GroundUp's matching, estimates, review, or communications do not relieve Manufacturer of those duties or create a GroundUp product warranty.

21.15 No guaranteed business

GroundUp does not guarantee any minimum quantity, value, type, geography, timing, or frequency of Projects, submissions, leads, quotes, orders, or revenue. Manufacturer is not required to quote or accept a Project. Network membership is non-exclusive unless a signed agreement expressly states otherwise. No membership or listing charge applies unless separately stated in a signed agreement or affirmatively accepted order; this does not waive an earned Manufacturer Connection Fee or separately purchased Platform services.

21.16 Membership termination and survival

Unless the MPA states otherwise, membership continues from its effective date until Manufacturer cancels by emailing admin@trygroundup.ai, effective when received or on a later date specified in the notice, or GroundUp terminates under the MPA or Section 12. After termination, new Projects will not become attributable under that MPA without a new written agreement.

Termination, account closure, suspension, or withdrawal of a listing does not end attribution for Projects introduced before termination. Those Projects remain subject to the original initial attribution period and, where a Covered Order is accepted within that period, the continuing same-Project rules in Section 21.4. Reporting, validation, recordkeeping, fee calculation, payment, volume adjustments, cancellation, dispute, and transfer obligations survive to the extent needed to administer those Projects and orders. Applicable confidentiality, ownership, permitted continuing materials use, indemnity, and liability provisions also survive. GroundUp will preserve a reasonable, authorized means to submit required reports and disputes, obtain relevant receipts and issued invoices, and pay outstanding balances after Project access is restricted or membership ends. This may be limited portal access or an alternative channel, including admin@trygroundup.ai. Such access does not restore rights to protected Project content or unrelated records. If portal access ends, Manufacturer must continue required reporting by email.

21.17 Prospective pricing and commercial term changes

Where the signed MPA permits prospective rate changes, GroundUp may change the rate for Projects first introduced on or after a stated future effective date by giving reasonable prior written notice to Manufacturer's primary business and billing contacts, including the new rate and effective date. Otherwise a rate change requires a signed amendment. Manufacturer may cancel membership before the effective date, subject to surviving obligations for previously introduced Projects.

Projects introduced before a rate change retain their assigned rate throughout their initial attribution period and for every Covered Order and later phase that remains attributable under Section 21.4. This is the price-protection period for purposes of an MPA referring to that term. Expiration of the initial period does not permit repricing a protected order or an attributable later phase of the same Project.

The fee trigger, attribution rules, calculation method, cancellation treatment, and payment obligations governing an already introduced Project remain those applicable when it was introduced unless both Parties expressly agree otherwise in a signed writing. Other material changes to manufacturer commercial obligations require affirmative acceptance by an authorized Manufacturer representative before applying to newly introduced Projects, except a rate change expressly permitted by the signed MPA and the notice procedure above. Administrative changes may apply prospectively under Section 18 if they do not change protected commercial rights or materially increase obligations for existing Projects.

An existing MPA's express requirement that both Production and a qualifying Customer Deposit occur before a Fee is earned continues to control until the Parties amend it in a signed writing. Posting these Terms or continued Platform use alone does not replace that requirement or any other conflicting express term of a signed MPA.