Terms of Use

Terms of Use Last revised on: May 19, 2026

1. Introduction

Welcome to Shovels, a website (**https://www.shovels.ai/**) and data service provided by Shovels, Inc. ("Shovels," "we," "our," "us," or "Company"). This Terms of Service Agreement (the "Agreement") explains the basic terms and conditions ("Terms and Conditions") by which you may access and use Shovels's website, Application Programming Interface (API), and any other web-based tools, data features, functionalities, and other services (collectively, the "Service"). Additional services, including for enterprise clients, may be subject to different terms or additional agreements.

YOU SHOULD READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS. AS OUTLINED IN SECTION 8 BELOW, THEY INCLUDE A MANDATORY ARBITRATION AGREEMENT.

For purposes of this Agreement, "user", "you", and
user of the Service. If you use the Service on beha
entity then "you" includes you and that entity, and
that (a) you are an authorized representative of the entity with the authori

Got any questions? I'm happy to help.

bind the entity to this Agreement, and (b) you agree to this Agreement on the entity's behalf.

2. Acceptance of Terms and Conditions

BY ACCESSING OR USING THE SERVICE, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO FOLLOW AND BE BOUND BY THESE TERMS AND CONDITIONS, INCLUDING THE POLICIES REFERENCED HEREIN, SUCH AS THE PRIVACY POLICY. IF YOU DO NOT AGREE TO THIS AGREEMENT AND OTHER POLICIES MENTIONED HEREIN IN THEIR ENTIRETY, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE SERVICE. BY ACCESSING OR USING THE SERVICE, YOU REPRESENT AND WARRANT THAT: (A) YOU HAVE FULL LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT; (B) YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; AND (C) YOU AGREE TO THIS AGREEMENT.

You may not access or use the Service and you may not accept this Agreement if you are not legally authorized to accept and be bound by its Terms and Conditions or are not at least 18 years of age and, in any event, of a legal capacity to form a binding contract with Shovels.

3. Use of the Service

(a) Access and Limited License

Your access or use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, interruptions to or limitations upon underlying data feeds and sources, periodic updating, maintenance or repair of the Service or other actions that Shovels, in its sole discretion, may elect to take. In no event will Shovels be liable to any

party for any loss, cost, or damage that results from any scheduled or unscheduled downtime or for discontinuation of the Service.

To the extent that Shovels provides you with data or Third-Party Content (collectively "Data"), it hereby grants Customer a non-exclusive, royalty-free, worldwide, non-transferable and non-sublicensable license to use such Data (or Third-Party Content) solely for its internal business purposes while this Agreement is in effect. Once this Agreement is terminated (for any reason, pursuant to Section 11), you shall immediately discontinue all uses of the Data, remove all copies, portions, and versions of the Data (including from all relevant computers, services, storage devices, databases, or models) and promptly deliver to Shovels all copies, portions, and versions of the Data (and also return Confidential Information of Shovels that may be in its possession).

Shovels strongly encourages you to back-up all data and information prior to using the Service. YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR ACCESS OR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA, OR FINANCIAL DAMAGE OR LOSS. In addition, Shovels is not obligated to provide any maintenance, technical, or other support for the Service.

Your sole and exclusive remedy for any failure or non-performance of the Service, including any associated software or other materials supplied in connection with the Service, shall be for Shovels to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable Service.

(b) Use Restrictions

Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any of its employees, contractors, agents, or users ("Authorized Users") to: (i) copy, modify, or create derivative works of the Services, in whole or in part; (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iii) remove any proprietary notices from the Services; (iv) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (v) use the Services for the purpose of competing with Shovels' business or gathering information for a competitor or potential competitor of Shovels' business. For clarity, and without limiting any other restriction in this Section 3, Customer's rights to the Services and the Data are non-transferable and non-sublicensable. Customer shall not, and shall not permit any third party to, resell, transfer, distribute, publish, sublicense, or otherwise make available the Services or the Data (or any portion thereof), nor to copy, modify, translate, or create derivative works of the Services or the Data (including any datasets, models, data products, or other works that are based on or trained on the Data), except as expressly authorized in a separate written agreement with Shovels.

(c) Account Creation

In order to use certain features of the Site, you must register for an account ("Account") and provide certain information about yourself as prompted by the account registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at

any time, for any reason, by following the instructions on the Site. Company may suspend or terminate your Account in accordance with Section 11.

(d) Account Responsibilities

You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

(e) Modification

Company reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

(f) No Support or Maintenance

You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Site.

(g) Ownership

You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content (including the Data) are owned by Company or Company's suppliers. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title, or interest in or to such intellectual property rights, except for the

limited access rights expressly set forth in Section 3(a). Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

(h) Feedback

If you provide Company with any feedback or suggestions regarding the Site ("Feedback"), you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

(i) Publicity

By agreeing to these Terms, using the Services, and/or creating an account on behalf of an organization, you grant Shovels a limited, non-exclusive, royalty-free, worldwide license to use your or your organization's name, logo, and trademarks solely to identify you or your organization as a Shovels customer on Shovels' website, customer lists, and marketing, sales, investor, and promotional materials. Shovels will not use them in a manner that disparages you or implies any sponsorship, partnership, or relationship beyond a customer-vendor relationship. You may revoke this permission at any time by emailing legal@shovels.ai, and Shovels will cease new uses and remove the marks from then-current website and digital marketing materials within thirty (30) days, but need not recall or modify materials already printed, distributed, or in circulation.

4. User Conduct

You agree that you will not violate any law, contract, intellectual property rights, or other third-party right, and that you are solely responsible for your conduct and content, while accessing or using the Service. You also agree that you will not:

1. upload, post, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, discriminatory, or racially, ethnically or otherwise objectionable;
2. harm minors in any way;
3. impersonate any person or entity, including, but not limited to, a Shovels or third-party provider manager, employee, agent, or representative or engages in phishing or fraud;
4. falsely state or otherwise misrepresent your affiliation with any person or entity;
5. forge headers or otherwise manipulate identifiers to disguise the origin of any material;
6. upload, post, or otherwise transmit any material that you do not have a right to transmit under any law or under contractual or fiduciary relationships;
7. upload, post or otherwise transmit any material that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
8. use any trademarks, copyrights, or other intellectual property of Shovels or of a third party for any purpose without the prior express written consent of the respective owners;
9. upload, post, or transmit unsolicited commercial e-mail or "SPAM," including, but not limited to, unethical marketing, advertising, or any other

practice connected with SPAM;

10. interfere with or disrupt the Service or servers, data or data sources, or networks connected to the Service (or disobey such networks' policies or procedures);
11. violate any applicable local, state, national, or international law or regulation;
12. "stalk" or otherwise harass another user;
13. promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty;
14. promote, offer for sale, or sell any item, good, or service that (i) violates any applicable law or regulation, (ii) you do not have full power and authority to offer and sell, or (iii) Shovels determines, in its sole discretion, is inappropriate for sale; or
15. otherwise access or use the Service in any unlawful manner, for any unlawful purpose or in violation of these Terms and Conditions.

You also represent and warrant that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Service.

Without limiting the foregoing, by accessing or using the Service, you represent and warrant that: (a) you are not located in, ordinarily resident in, or organized under the laws of any jurisdiction that is subject to a comprehensive U.S. Government embargo ("Embargoed Jurisdiction"); (b) you are not subject to any sanctions administered by an agency of the U.S. Government, any other government, or the United Nations (collectively, "Sanctions"); (c) you are not owned or controlled, directly or indirectly, by any person that is subject to Sanctions, or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction; (d) none of your officers, managers,

directors, shareholders or authorized representatives is subject to Sanctions, or is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction, or is owned or controlled, directly or indirectly, by any person that is subject to Sanctions or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction. You further covenant that the foregoing shall be true during the entire period of this agreement. If you access or use the Service outside the United States, you are solely responsible for ensuring that your access or use of the Service in such country, territory or jurisdiction does not violate any applicable laws.

Shovels may be required to provide certain of your data in particular circumstances, such as at the request of any government authority, as any applicable law or regulation dictates, or to investigate a potential violation of these Terms and Conditions. In such cases, Shovels, in its sole discretion, may disable your Account and block your ability to access the Service until such additional information and documents are processed by Shovels. If you do not provide complete and accurate information in response to such a request, Shovels may refuse to restore your access to the Service.

5. Electronic Communications

By using the Service or “Third-Party Content” (as defined below), you consent to any form of recording and retention of any communication, information, and data exchanged between you and Shovels or its representatives or agents, or transmitted by Shovels and its Service. Some communications made at or through the Service may be subject to analysis or discovery.

The communications between you and Shovels use electronic means, whether you access or use the website or send us e-mails, or whether Shovels posts notices on the website or communicates with you via email. For contractual

purposes, you (a) consent to receive communications from Shovels in an electronic form; and (b) agree that all Terms and Conditions, agreements, notices, disclosures, and other communications that Shovels provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing. The foregoing does not affect your non-waivable rights.

Shovels may from time to time cause you to receive automatic alerts or notifications. Automatic alerts or notifications may be sent to you following certain changes to your account or information, such as a change in your registration information. Automatic alerts or notifications may also be sent to you as a feature of the Service. Shovels may add new alerts or notifications from time to time, or cease to provide certain alerts/notifications at any time upon its sole discretion. Shovels shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert or notification; for any errors in the content of an alert or notification; or for any actions taken or not taken by you or any third party in reliance on an alert or notification.

Electronic alerts and notifications may be sent to a user's email address, or mobile number provided by you to Shovels. If your e-mail address or your mobile number changes, you are responsible for informing us of that change. Alerts and notifications may also be sent to a mobile device that accepts text messages. Changes to your e-mail address and mobile number will apply to all of your alerts.

6. Third-Party Content and Assumption of Risk

(a) Generally

The Service may transmit, include, store, or make available certain third-party content or third-party services (the “Third-Party Content”). Third-Party Content may include, without limitation: (1) raw or enriched data related to construction and permitting; (2) any other information, data, content, services, software, analysis, infographics, or products related to construction and permitting; and (3) third-party names, logos, product and service names, trade names, trademarks and services marks.

Shovels does not review, approve, monitor, endorse, prepare, edit, warrant, inspect, verify, or make any representations with respect to Third-Party Content, and does not purport to take responsibility for or guarantee the substance, correctness, timeliness, completeness, usefulness, or delivery of Third-Party Content. Moreover, Shovels is not responsible or liable for any content, advertising, products, or other materials on or available from third-party sites. Specifically, Shovels encourages all users to independently verify Third-Party Content and messages received through the Service, particularly before engaging in a transaction with financial consequences.

You will not hold Shovels liable in any way for (a) any inaccuracy of, error or delay in, or omission of the Third-Party Content; or (b) any loss or damage arising from or occasioned by: (i) any error or delay in the transmission of such Third-Party Content; (ii) interruption in any such Third-Party Content due either to any negligent act or omission by any party to any “force majeure” (e.g., flood, extraordinary weather conditions, earthquake, epidemic, pandemic, public health crisis, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction), or (iii) to any other cause beyond the reasonable control of Shovels, or iv) non-performance.

In addition, your right to access and use any Third-Party Content or Data is subject to any usage limits, conditions, and restrictions imposed by the applicable third-party provider and communicated to you by Shovels (including through the Service). You agree not to access or use the Service, Data, or Third-Party Content in any manner that would cause Shovels to breach its agreements with any of its third-party providers.

(b) Your Assumption of Risk

Third-Party Content is not intended to provide financial, legal, tax, or investment advice or recommendations. Shovels is not responsible for any actions taken by you through this Service or based on the information on the Service or Third-Party Content. Shovels strives to present the most updated and correct information available, but the Third-Party Content presented may not necessarily be accurate (due to third-party actions, programming errors, API issues, or other reasons), may be superseded by changes in data sourcing, force majeure events, market conditions, and/or changes in applicable laws, regulations, and other government actions. You agree not to hold Shovels liable for any possible claim for damages arising from any decision you make based on the Service or Third-Party Content. Past performance data should not be construed as indicative of future results.

7. Disclaimers and Limitations of Liability

The Third-Party Content and Service are provided on an “AS IS” and “AS AVAILABLE” basis. To the fullest extent permitted under applicable law, Shovels expressly disclaims all warranties of any kind with respect to Third-Party Content and Service, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Shovels does not guarantee the accuracy,

timeliness, completeness or usefulness of any Third-Party Content. You agree to use Third-Party Content and the Service only at your own risk and that Shovels is not responsible for how you choose to use its Service or Third-Party Content.

SHOVELS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SHOVELS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (1) THE USE OF OR THE INABILITY TO USE THIRD-PARTY CONTENT OR THE SERVICE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (3) ACCESS TO OR ALTERATION OF YOUR ACCOUNT, DATA, TRANSMISSIONS, OR DATA DUE TO YOUR CONDUCT, INACTION OR NEGLIGENCE; OR (4) ANY OTHER MATTER RELATING TO THIRD-PARTY CONTENT OR THE SERVICE.

8. Arbitration

Please read this section (“Arbitration Clause”) carefully. It is part of your agreement with Shovels and affects your rights.

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Clause. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation

should arise between you and Shovels in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND SHOVELS WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION CLAUSE MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply California law to all other matters. All issues are for the arbitrator to decide, including issues related to scope and enforceability of this arbitration provision. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to: Shovels, Inc., 3515 Mt. Diablo Blvd Unit #51, Lafayette, California 94549. After the Notice is received, you and Shovels may attempt to resolve the claim or dispute informally. If you and Shovels do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding.

Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA’s rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees and costs will be governed by the AAA's rules. You may

choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Arbitration Clause shall survive expiration, termination, or rescission of this Agreement.

9. Indemnification

You will indemnify and hold harmless Shovels and its officers, directors, agents, partners, employees, licensors, distributors, representatives, and affiliates from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to your access and/or use of or interaction with the Services and Third-Party Content, your breach or alleged breach of these Terms (including any use restrictions in Section 3), or any act, error, or omission of your use of your account or any user of your account, in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.

10. Service Fees

Certain features of the Service may be provided without charge (for free). These features may not always be offered for free. Premium or enterprise-grade features (including trial periods) may additionally be offered on a fee-for-service basis, or with a paid subscription, subject to additional Terms and

Conditions or technical limitations (e.g., a maximum number of API calls or limited geographic scope of data) which will be posted in connection with such features. Fees and rates are subject to change without notice. You acknowledge and agree that Shovels may add features or services to the Service for which it receives or pays service fees (e.g., fixed fee or percentage), commission, or other compensation from or to third-parties.

11. Termination

You agree that, without notice, Shovels may terminate these Terms and Conditions, or suspend your access to the Service or the Third-Party Content, with or without cause at any time and effective immediately. These Terms and Conditions will terminate immediately without notice from Shovels if you, in Shovels's sole determination, fail to comply with any provision of these Terms and Conditions. Shovels shall not be liable to you or any third party for the termination or suspension of the Service or the Content, or any claims related to such termination or suspension. Shovels may discontinue or modify the Third-Party Content, or any portion thereof, at any time. You release and agree to indemnify and hold harmless Shovels for any loss or damages arising from or relating to such discontinuation or modification. If you are paying for a premium feature or service and Shovels terminates the Service, then your payment obligations will terminate at the end of the applicable subscription period (e.g., monthly / quarterly). For paying customers, no refunds are otherwise available except as required by law. Following termination, Shovels' handling, retention, and deletion of personal information you provided in connection with the Service is governed by the **Privacy Policy**.

The following provisions will survive any termination of these Terms and Conditions: Sections 3(a), 3(b), 3(g), 3(h), and 3(i) (Use of the Service), 4

(User Conduct), 6 (Third-Party Content and Assumption of Risk), 7 (Disclaimers and Limitations of Liability), 8 (Arbitration), 9 (Indemnification), 10 (Service Fees), and 12–14.

12. Applicable Law and Venue

You agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law. To the extent allowable, beyond the arbitration clause below, any legal action or proceeding arising under this Agreement will be brought exclusively in courts located in Contra Costa County, California, and you irrevocably consent to the personal jurisdiction and venue therein.

13. Severability; Order of Precedence

If any provision of this Agreement is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from every other provision of the Agreement, and will not affect the validity and enforceability of the remaining provisions.

If Customer and Shovels execute a separate statement of work, order form, or other written agreement (each, a “Statement of Work”), the Statement of Work will govern solely with respect to the specific Services described therein and only to the extent it expressly states that it is intended to modify these Terms. In the event of any conflict between a Statement of Work and these Terms, these Terms will control unless expressly stated otherwise in the Statement of Work.

14. Revisions to these Terms and Conditions

Shovels may at any time revise these Terms and Conditions by updating this Agreement. You agree to be bound by subsequent revisions and agree to review these Terms and Conditions periodically for changes. The most updated version of this document will be available for your review under the “Terms of Service” link that appears on Shovels’s website.

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INDUSTRIES

SOLUTIONS

DATA

SHOVELS VS

RESOURCES

COMPANY







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