

Terms of Use for XGRIDS Spatial Modeling API

Last updated: October 10, 2026

Terms of Use for XGRIDS Spatial Modeling API (this “**TOU**”) are entered into by and between you (“**User**,” meaning any individual or organization that registers, logs in, accesses, or otherwise uses the services) and XGRIDS LIMITED together with its affiliates (“**XGRIDS**,” “**we**,” or “**us**”), regarding your use of XGRIDS Spatial Modeling API and related service (the “**Service**”).

XGRIDS reminds you to carefully read and fully understand all provisions of this TOU, particularly those that disclaim or limit the liability of XGRIDS or that restrict your rights (**which may be highlighted in bold for emphasis**). You should review these provisions with caution and determine, at your own discretion, whether to accept them. If you do not agree to any part of this TOU, you may not use XGRIDS Spatial Modeling API.

You may use the XGRIDS Spatial Modeling API only if you are at least eighteen (18) years old, or at least the minimum legal age required by the laws of your place of residence. If you do not meet this requirement, you must not use XGRIDS Spatial Modeling API.

1. Definitions

- 1.1 “User Materials” means all data, files, images, 3D Gaussian Splatting data, point clouds, models, project information, and other materials submitted to or made available to the Service by or on behalf of User.
- 1.2 “Conversion Outputs” means BIM models, model files, geometry, object classifications, attributes, reports, and other outputs generated by processing User Materials through the Service.
- 1.3 “Documentation” means the technical documentation, API specifications, usage instructions, and other materials made available by XGRIDS for the Service.

2. User Acknowledgement and Confirmation

- 2.1 As the provider of products and services, XGRIDS reminds users that when choosing to use other products or services we offer, if such use involves participation in mapping activities, the collection or processing of sensitive data, or any activities related to national security, you are solely responsible for ensuring that your conduct complies with applicable laws and regulations. If, in the course of using the Service, you engage in the collection or processing of such data, you must ensure that your conduct is lawful and compliant and shall bear all legal risks and liabilities arising therefrom. XGRIDS shall not be responsible for any consequences resulting from such conduct.
- 2.2 To meet business needs, we reserve the right to change, suspend, restrict, discontinue, or revoke all or part of the Service at any time without prior notice. You acknowledge and accept that any risks associated with such changes will be your responsibility.
- 2.3 Some of the products we provide may be released as Beta versions. You understand and agree that Beta versions may contain unfinished features, defects, bugs, or unstable services. We make no express or implied warranties regarding the performance, stability, compatibility, availability, or completeness of Beta products. By using a Beta product, you agree to assume all risks that may arise, including the need to back up any important data. XGRIDS will not be responsible for any data loss or damage resulting from your use of Beta products. We may, without prior notice, modify, suspend, restrict, or discontinue Beta products at any time, and you accept the potential consequences of such changes.

3. Fees and Payment

- 3.1 User shall pay the fees applicable to its purchase, subscription, or use of the Service as specified in the applicable order, subscription terms, or other agreed transaction documents.
- 3.2 Unless otherwise specified in the applicable transaction terms, all fees and XGRIDS Credits for the Service are non-refundable, including in cases of partial or non-use, duplicate purchases, or mistaken purchases. Credits are non-redeemable for cash and non-transferable. Cancellation stops future charges only; incurred or invoiced charges are not refunded. Exceptions required by applicable AWS Marketplace policies or laws apply. For exception requests, email xgrids_tech_support@xgrids.com with your AWS account ID, XGRIDS ID, order number, explanation, and evidence.
- 3.3 User is responsible for applicable taxes, duties, and similar governmental charges relating to its purchase or use of the Service.

4. Account Terms

- 4.1 Registration Requirements: To use the Service, you may first register for a user account. In accordance with applicable requirements, you will need to use your personal information to complete the registration. You may terminate your account at any time by following the instructions provided in the Service. XGRIDS will retain or terminate accounts in accordance with this TOU.
- 4.2 User Commitments and Warranties
 - 4.2.1 You acknowledge and agree that you are solely responsible for the authenticity, legality, and validity of the registration information you provide. You may not impersonate others to use the Services, post information, or operate hardware, nor maliciously use your account in a way that could cause confusion. Otherwise, we may immediately suspend the Services, and you will bear all resulting legal responsibilities.
 - 4.2.2 You must use the Service in compliance with applicable laws and are responsible for all activities carried out under your account, including the content you upload, process, and the consequences of such actions. You should make your own judgment when using any content or functionality, and you assume all risks arising from such use. XGRIDS will not be responsible for any loss or damage caused by your actions.
 - 4.2.3 You are responsible for keeping your login and other authentication information confidential and for all activities under your account. If you discover any unauthorized use or suspicious activity that may be unlawful, you should notify us immediately. XGRIDS will not be responsible for any loss resulting from your failure to comply with this requirement.
 - 4.2.4 When registering for and using the Service, you must be at least 18 years old or have the legal capacity required under the laws of your jurisdiction. **If you are under 18 or otherwise lack the required capacity, you should not use the Service, and both you and your guardian will bear all consequences as required by law.**
 - 4.2.5 The ownership of all XGRIDS accounts belongs to XGRIDS. Once you complete the registration process, you obtain the right to use a XGRIDS account, which is limited to the original registrant. The initial registrant may not gift, lend, lease, transfer, or sell the account. For business needs, as provided in this TOU, or for other legitimate reasons, XGRIDS reserves the right to disable, reclaim, or reassign accounts.

5. User Conduct

5.1 Content Standards

- 5.1.1 For the purposes of this section, “Content” refers to any material you create, upload, copy, publish, or distribute while using the Service. This includes, but is not limited to, your account avatar, username, user description, registration details, verification materials, text, and any other content generated through the use of your account or the Services.
- 5.1.2 You may not use the Service to create, upload, copy, publish, or distribute content that is prohibited by applicable laws, regulations, or policies, including content that:
 - 5.1.2.1 Violates the basic principles established by the Constitution;
 - 5.1.2.2 Endangers national security, discloses state secrets, subverts state power, or undermines national unity;
 - 5.1.2.3 Harms the honor or interests of the state;
 - 5.1.2.4 Incites ethnic hatred or discrimination, undermines ethnic unity;
 - 5.1.2.5 Undermines national religious policies, promotes cults or superstitions;
 - 5.1.2.6 Spreads rumors, disrupts social order, or undermines social stability;
 - 5.1.2.7 Contains obscenity, pornography, gambling, violence, murder, terror, or incites crime;
 - 5.1.2.8 Insults, defames, or otherwise infringes upon the lawful rights and interests of others;
 - 5.1.2.9 Is otherwise prohibited by applicable laws and regulations;
 - 5.1.2.10 Constitutes conduct that violates national requirements or causes adverse social impact.
- 5.1.3 The content you upload and publish while using the Service (collectively, “User Data”) will be classified based on its access settings as follows:
 - 5.1.3.1 **Public Information:** Information set to be publicly accessible by the user, which can be accessed by other parties without the need for a shareable link or further authorization from the user. By publicly posting such information, you agree that it is considered public, and you bear sole legal responsibility for it.
 - 5.1.3.2 **Non-Public Information:** Information set to a non-public status by the user, including but not limited to content accessible only by the user, authorized parties, or those holding the shareable link (including cases where the shareable link allows access without requiring a password). For any content that the user does not wish to be publicly known or shared, the user should ensure that the content is not set to a public status and should carefully manage shareable links to prevent unauthorized access.

5.1.4 Third-Party Content: the Service may contain content provided by other users. Interactions between users are matters solely between those users. XGRIDS does not control and is not legally responsible for such content, nor does it have any obligation to review, monitor, approve, or verify it. You assume all risks and legal responsibilities arising from your use of such content or your interactions with other users, and XGRIDS shall not be liable for any consequences thereof.

5.2 When using the Service, you agree to comply with the following requirements:

5.2.1 You may not license, sell, lease, transfer, distribute, or otherwise commercially exploit the Service.

5.2.2 You may not use the Service to develop services that are identical to or compete with our offerings.

5.2.3 Except as expressly permitted by law, you may not copy, distribute, repost, download, display, publish, modify, translate, merge, utilize, disassemble, or reverse engineer the Service (including advertisements or sponsored content).

5.2.4 You agree not to engage in, or permit any third party to engage in, the following activities when using the Service:

5.2.4.1 Uploading or distributing computer viruses, worms, malicious code, or intentionally damaging or altering computer systems or data;

5.2.4.2 Collecting other users' information or data without authorization;

5.2.4.3 Engaging in illegal or criminal activities, or creating, publishing, operating, or disseminating methods or tools related to such activities, whether or not for commercial purposes;

5.2.4.4 Interfering with the network connections, access controls, usage restrictions, or security mechanisms of the Service, excessively consuming resources, or damaging servers or network links;

5.2.4.5 Interfering with or disrupting other users' normal use of the Service.

6. Privacy and Data Protection

- 6.1 Protecting your personal information is very important to XGRIDS. We collect, use, and safeguard your data in accordance with our Privacy Policy, which you can review through the link provided.
- 6.2 When using the Service, you must ensure that your activities comply with applicable privacy, data security, and other relevant laws and regulations in your jurisdiction. In particular, when handling mapping or geographic data, conducting cross-border data transfers, or processing personal information, you are responsible for ensuring compliance with applicable requirements and for obtaining all necessary authorizations. **XGRIDS will use reasonable efforts to protect your personal information and data; however, XGRIDS shall not be responsible for any unauthorized actions by you or for any violations of local laws and regulations resulting from your activities.**
- 6.3 To continually provide high-quality services, we may use User Data (uploaded, submitted, or generated during product use) to offer, maintain, develop, and improve our Services, optimize product functions, and perform security and compliance checks. If you object to these activities, you can opt out at any time by using the function in the Service or by contacting us.

7. License and Intellectual Property

- 7.1 XGRIDS has been duly authorized by the intellectual property rights holders of the Service. All copyrights, trademarks, patents, trade secrets, and other intellectual property rights, as well as all related information and content associated with the Service (including but not limited to text, images, audio, video, charts, interface designs, layouts, data, and electronic documents), are protected by applicable laws and international treaties. Without XGRIDS' prior written consent, you may not, for either commercial or non-commercial purposes, use, license, transfer, or otherwise exploit such intellectual property. XGRIDS reserves the right to pursue legal responsibility for any unauthorized conduct.
- 7.2 XGRIDS only grants to User, during the applicable service period, a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Service and Documentation solely for the purposes and within the scope authorized by XGRIDS. No ownership, title, or other proprietary interest in or to the Service, Documentation, or any other XGRIDS products is transferred or granted to User.
- 7.3 The Service or Conversion Outputs may incorporate or depend on third-party software, libraries, data, or other materials. Such materials remain subject to their applicable license terms and rights, and nothing in this TOU transfers rights that XGRIDS does not own or have authority to grant.
- 7.4 You agree to grant XGRIDS a limited, non-exclusive right to receive, host, reproduce, transmit, and process User Materials to the extent reasonably necessary to provide, maintain, secure, troubleshoot, and support the Service and perform XGRIDS' obligations under this TOU and other applicable terms.
- 7.5 You must not post or otherwise make available any content that infringes the intellectual property rights of a third party. Without the prior written consent of the rights holder, you may not upload, publish, modify, distribute, or copy any copyrighted material, trademark, or proprietary information of others. Upon receipt of a proper notice from a copyright owner or its authorized representative, XGRIDS will review the matter and may remove the allegedly infringing content.
- 7.6 **By posting content that is publicly available while using the Service (i.e., the public information as defined in Section 5 of this Agreement), you grant XGRIDS a free, non-exclusive, worldwide license to use such content for the purposes of XGRIDS' products and services. This includes, but is not limited to, storing, copying, transmitting, distributing, and displaying such content within the XGRIDS platform and its official channels (such as the website, official social media accounts, applications, and marketing materials), and performing security and compliance checks as required by law. If the content is intended to be used for commercial purposes beyond the scope of this Agreement, XGRIDS will obtain your separate consent.**

8. Service Availability, Limitations and Disclaimers

- 8.1 XGRIDS will use commercially reasonable efforts to maintain the operation of the Service, subject to maintenance, upgrades, security measures, third-party infrastructure, and circumstances beyond XGRIDS' reasonable control.
- 8.2 **Unless expressly stated in an applicable service level agreement, XGRIDS does not guarantee any specific uptime, response time, processing time, or conversion success rate. XGRIDS does not guarantee that every User Material can be successfully converted or that the Service will be uninterrupted, error-free, or compatible with every third-party system, file format, or software version.**
- 8.3 XGRIDS may perform scheduled or emergency maintenance. Where reasonably practicable, XGRIDS will provide advance notice of scheduled maintenance that is expected to materially affect the Service.
- 8.4 **User acknowledges that the Service involves automated processing, interpretation, and estimation, and that Conversion Outputs may contain inaccuracies, omissions, incomplete geometry, incorrect classifications, missing attributes, or other defects. Except for any express commitments in an applicable written agreement, XGRIDS does not warrant that Conversion Outputs will satisfy any particular accuracy threshold, project specification, professional standard, or regulatory requirement.**
- 8.5 **Except for express warranties stated in this TOU, and to the maximum extent permitted by applicable law, the Service and Conversion Outputs are provided "AS IS" and "AS AVAILABLE." XGRIDS disclaims implied warranties, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement, to the extent such disclaimers are permitted by applicable law.**
- 8.6 **XGRIDS shall have no liability with respect to any claim arising from: (a) modifications to Conversion Outputs made by or on behalf of User; (b) use of the Service in combination with third-party software or systems not approved by XGRIDS; (c) User's continued use of the Service after XGRIDS has provided a workaround or notice of non-conformance; or (d) User's use of the Service in violation of this TOU or applicable law.**

9. Legal Liability

- 9.1 If XGRIDS discovers, or receives a report or complaint, that you have violated this TOU, XGRIDS has the right, without prior notice, to review and remove relevant content (including but not limited to user information) at any time, and, depending on the severity of the violation, to impose penalties on the violating account. Such penalties may include, without limitation, warnings, account suspension, device suspension, or feature restrictions. XGRIDS will notify you of the outcome.
- 9.2 You understand and agree that XGRIDS has the right, at its reasonable discretion, to take action against any conduct that violates applicable laws, regulations, or this TOU. Such actions may include imposing penalties, taking appropriate legal measures against any user engaged in unlawful or non-compliant behavior, preserving relevant information, and reporting such matters to the competent authorities. You shall bear all legal responsibilities arising therefrom.
- 9.3 **You shall defend, indemnify, and hold harmless XGRIDS, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your violation of this TOU or applicable law; (b) User Materials that infringe or misappropriate any third party's intellectual property rights; (c) your use of the Service in a manner not authorized by this TOU; or (d) any regulatory fines or penalties incurred by XGRIDS arising from your non-compliant use of the Service.**

10. Force Majeure and Other Disclaimers

- 10.1 You understand and acknowledge that, during your use of the Service, you may encounter risks such as force majeure that may result in service interruptions. Force majeure refers to objective events that are unforeseeable, unavoidable, and insurmountable, and that have a significant impact on one or both parties. Such events include, but are not limited to, natural disasters such as floods, earthquakes, epidemics, and storms, as well as social events such as wars, unrest, or government actions. In the event of such circumstances, XGRIDS will work with relevant parties to carry out repairs as soon as possible. However, for any losses caused to you or any third party as a result, XGRIDS and its partners shall be exempt from liability to the extent permitted by law.
- 10.2 Like most internet services, the Service may be affected by various factors including but not limited to user-related reasons, network quality, or social environment which may give rise to security issues. For example, others may misuse your information and cause harassment in real life; or software you install, or websites you visit, may contain viruses such as “Trojan horses” that threaten the security of your device, information, or data, thereby affecting your normal use of the Services. **You should strengthen your awareness of information security and data protection, and pay attention to safeguarding your passwords to avoid loss or harassment.**
- 10.3 You understand and acknowledge that the Service may experience interruptions, or fail to meet your requirements, due to force majeure, computer viruses, hacking attacks, system instability, your location, device shutdown, or other technical, internet, or communication line reasons. XGRIDS shall not be liable for any losses suffered by you or any third party as a result.
- 10.4 You understand and acknowledge that **XGRIDS may conduct scheduled or unscheduled maintenance or repairs on the Services or related equipment. If such maintenance causes interruptions within a reasonable period, XGRIDS shall not be liable, but will provide advance notice whenever feasible.**
- 10.5 XGRIDS has the right, under applicable laws and this TOU, to handle unlawful, non-compliant, or breaching content. **However, this right does not constitute an obligation or commitment by XGRIDS, and XGRIDS cannot guarantee the timely detection of, or action against, such conduct.**
- 10.6 You understand and acknowledge that XGRIDS shall not be liable for any defects in the quality of the following products or services it provides, nor for any resulting losses:
- 10.6.1 Services provided free of charge;
 - 10.6.2 Products or services provided as gifts.
- 10.7 Under no circumstances shall XGRIDS be liable for any indirect, consequential, punitive, incidental, special, or exemplary damages, including but not limited to loss of profits, arising from your use of the Service, even if XGRIDS has been advised of the possibility of such damages. Notwithstanding any conflicting provisions herein, the total liability of XGRIDS to you, regardless of cause or form of action, shall not exceed the amount you have paid to XGRIDS for the Services (if any).

10.8 When using certain XGRIDS Products and Services, you may share content or data (including but not limited to models, results, and data files) with third-party platforms via technical interfaces or sharing functions provided by XGRIDS. You acknowledge and agree that XGRIDS merely provides such technical interfaces and sharing functionality, and you are solely responsible for reviewing and complying with the terms and privacy policies of the relevant third-party platforms. You shall bear all legal responsibilities arising from data processing, compliance issues, or any other conduct of third-party platforms. XGRIDS does not guarantee or assume responsibility for the service quality, data processing practices, or compliance of any third-party platforms. In addition, XGRIDS may provide links to third-party websites or resources, but XGRIDS does not guarantee and is not responsible for the accuracy, validity, or reliability of any content, advertisements, services, or product information available on such linked sites.

11. Modification and Termination

- 11.1 XGRIDS reserves the right to modify this TOU when necessary. Once the terms are modified, the updated TOU will be published on the relevant page. If you do not agree with the modifications, you should discontinue the Services. If you continue to use the Services, it will be deemed as acceptance of the modified TOU.**
- 11.2 XGRIDS reserves the right to adjust or modify paid services, including but not limited to service offerings, pricing, payment methods, service fees, and related terms. When providing services, XGRIDS may, now or in the future, charge fees for certain services. If you refuse to pay such fees, you will not be able to continue using the relevant services once charging has commenced. XGRIDS will make reasonable efforts to notify you of such modifications or changes by email or other means.**

12. Governing Law and Dispute Resolution

- 12.1 The validity and interpretation of this TOU shall be governed by the laws of Hong Kong. Where there are no applicable legal provisions, international commercial practices and/or industry practices shall apply.**
- 12.2 You and XGRIDS agree that any disputes arising from the Service shall first be resolved through negotiation. If negotiation fails, either party may submit the dispute to the Hong Kong International Arbitration Center (the “HKIAC”) in Hong Kong and shall be finally resolved by arbitration with its seat in Hong Kong under the Rules of Arbitration of the HKIAC (the “HKIAC Rules”) with the arbitration language of English. The arbitration award shall be final and binding upon both Parties.**

13. Miscellaneous

- 13.1 User shall comply with all applicable export control and sanctions laws and regulations. User represents that it is not located in, or a national or resident of, any country subject to applicable embargo or sanctions, and that it is not listed on any applicable government list of prohibited or restricted parties. User shall not use the Service to export, re-export, or transfer any data in violation of applicable export control laws. Any violation of this section shall constitute a material breach of this TOU and entitle XGRIDS to immediately suspend or terminate User's access to the Service without liability. User shall indemnify and hold harmless XGRIDS from any fines, penalties, claims, or damages arising from User's violation of applicable export control or sanctions laws.
- 13.2 When using certain XGRIDS Products and Services, you may also be subject to separate agreements or specific business rules (collectively, "Supplemental Agreements"). **You must read and agree to the applicable Supplemental Agreements before using those services.**
- 13.3 The section headings of this TOU are for convenience only and shall not affect the interpretation of this TOU.
- 13.4 If any provision of this TOU is held invalid or unenforceable for any reason, the remaining provisions shall remain valid and binding on both parties.
- 13.5 If you have any comments or suggestions regarding this TOU, you may contact us by email at xgrids_privacy@xgrids.com, and we will provide reasonable assistance.