Terms of Service

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1. Introduction

a. Overview of FieldAR: FieldAR is an innovative augmented reality mobile app designed for the construction industry. It allows users to upload and view 3D Building Information Models (BIM) in real-world construction sites by scanning QR targets. The app integrates with Autodesk Navisworks Manage, Revit, and provides a web dashboard for comprehensive project management.

b. Purpose of the Terms of Service (ToS): This ToS document outlines the rules and guidelines for using FieldAR, including the use of its mobile app, web dashboard, and associated services. It sets forth the legal agreement between the user and FieldAR to ensure a clear understanding of each party's rights and responsibilities.

c. Acceptance of Terms: By accessing or using FieldAR, users agree to be bound by these terms and conditions. It is important for users to read this ToS carefully. If a user does not agree to these terms, they should not use FieldAR. Continued use of the service constitutes acceptance of the current ToS, including any updates or modifications made by FieldAR.

d. Changes to Terms: FieldAR reserves the right to modify these terms at any time. Users will be notified of significant changes and continued use of the service after such changes will constitute acceptance of the new terms.

e. Legal Capacity: By using FieldAR, users affirm that they are of legal age to enter into this ToS, or, if they are not, that they have obtained parental or guardian consent to enter into this agreement.

2. Description of Service

a. Overview of FieldAR's Functionalities: FieldAR is a cutting-edge augmented reality mobile application tailored for the construction industry. Its core functionality revolves around the uploading, management, and viewing of 3D Building Information Models (BIM) in real-world environments. Users can upload BIM files through the app, a web dashboard, and through plugins compatible with Autodesk Navisworks Manage and Revit.

b. QR Target-based Model Viewing: Users can print out QR targets that, when placed on a construction site, enable the viewing of BIM models overlaid onto the physical environment. This augmented reality feature facilitates on-site planning, inspection, and collaboration.

c. Model to Real-world Alignment: The app employs sophisticated cloud anchors to align digital models with the real world. This technology ensures that the models are accurately positioned in the construction environment, providing a realistic and practical experience. However, FieldAR does not guarantee perfect accuracy, and users should employ discretion and professional judgment when using this feature.

d. Subscription Services:

> i. Free Version: New users are provided with a Free version with limited functionality to explore the features of FieldAR. The Free version includes the ability to scan any QR code generated by the FieldAR platform in order to view 3D models, and provides the user with the ability to create one project and upload one 3D model within the project. 3D models can be uploaded from the mobile app directly, or by using the FieldAR plugins for Autodesk Navisworks Manage or Revit.
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> ii. Paid Enterprise Subscription: For full-feature use, FieldAR offers an Enterprise subscription. Users can purchase project “tokens” from the FieldAR web dashboard. Project tokens can be reused, or removed from the user’s subscription at any time. This premium option includes features such as uploading *unlimited models, custom company branding, and access to all project collaboration tools (see section 2.e).

e. Project Collaboration Tools:

i. Company Creation and Management: Users in an Admin role can create a company within the app, manage subscriptions, projects, models, company information, and branding.

ii. Team Member Roles and Permissions: Admins can invite colleagues to join the company and assign them to projects with specific roles: Manager, Editor, or Viewer, each with varying levels of access and control over the projects and models.

f. Public and Restricted Access: While any user with FieldAR can scan a QR target and view a model, company Admins and project Managers have the option to restrict access. They can do this by white-listing specific email domains, ensuring that only authorized personnel can view sensitive project information.

3. User Registration and Accounts

a. Account Creation Process:

i. To access FieldAR's features, users must register and create an account. This process requires providing certain personal information, such as name, email address, and professional details. Users may also be required to create a username and password.

ii. Users are responsible for maintaining the confidentiality of their account information and are liable for all activities conducted through their account.

b. Role of Company Admin:

i. Management Responsibilities: The company Admin has overarching control over their company's use of FieldAR. This includes managing the subscription, projects, models, company information, branding, and team members.

ii. Role Assignment: Company Admins have the authority to assign and revoke Admin roles to other team members, enabling a flexible management structure within their company's FieldAR usage.

c. Team Collaboration and Role Assignments:

i. Inviting Co-Workers: Company Admins can invite co-workers to join their company on FieldAR. Invitations are typically sent via email and require acceptance by the invitee.

ii. Project-Specific Roles: Once a user joins a company, Admins can assign them to projects with specific roles:

- Manager: Empowered to create, edit, and delete models, and to edit project information. However, they cannot alter company information.

- Editor: Can update and edit models but cannot delete them. They are also restricted from editing project or company information.

- Viewer: Granted access to view project information and models but cannot make any edits or deletions.

d. Account Security and Responsibility:

i. Users are responsible for all activities that occur under their account and must immediately notify FieldAR of any unauthorized use of their account.

ii. FieldAR is not liable for any loss or damage arising from the user's failure to comply with these security obligations.

e. Data Accuracy and Updates:

i. Users must provide accurate, current, and complete information during the registration process and are responsible for updating this information to keep it accurate, current, and complete.

ii. FieldAR reserves the right to suspend or terminate accounts with incomplete or inaccurate information.

4. Use of Service

a. Uploading and Managing BIM Models:

i. Users with appropriate permissions (Company Admins, Managers, and Editors) can upload BIM files to FieldAR.

ii. When uploading models, users must ensure that they have the right to use and share these models and that the models do not infringe on any third-party rights.

iii. Users are responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of the models they upload.

b. QR Target and Model Viewing:

i. Users can generate and print QR targets through FieldAR, which can be placed at construction sites to view models in augmented reality.

ii. When placing QR targets, users must ensure they are securely and safely installed and do not pose any risk or obstruction at the site.

c. Model to Real-World Alignment:

i. FieldAR uses advanced technology for aligning digital models with the real-world environment. However, users should be aware that while the alignment is generally accurate, it is not guaranteed to be perfect.

ii. Users are advised to use professional judgment and verify the alignment in critical use cases. FieldAR is not responsible for decisions made based on the model alignment.

d. Access to Models:

i. By default, any user with the FieldAR app can scan a QR target and view the associated model.

ii. Company Admins and project Managers have the ability to restrict access to models by enabling a feature that requires users to have a specific email domain to view the model.

e. Prohibited Uses:

i. Users must not use FieldAR for any unlawful purpose or in any manner that could damage, disable, overburden, or impair the service.

ii. Users are prohibited from attempting to gain unauthorized access to any portion of FieldAR, other accounts, computer systems, or networks connected to FieldAR.

f. Compliance with Laws:

i. Users are responsible for complying with all local, state, national, and international laws and regulations in their use of FieldAR.

ii. FieldAR must not be used in any way that violates such laws, including but not limited to privacy laws, intellectual property laws, and export control laws.

g. Modification of Service:

i. FieldAR reserves the right at any time to modify or discontinue, temporarily or permanently, the service (or any part thereof) with or without notice.

ii. Users agree that FieldAR shall not be liable to them or to any third party for any modification, suspension, or discontinuance of the service.

5. Intellectual Property Rights

a. Ownership of Content:

i. FieldAR does not claim any ownership rights over the content uploaded by users to the FieldAR platform. The ownership of such content remains with the user or the rightful owner of the content.

ii. Users grant FieldAR a license to access, use, and display the uploaded content solely for the purpose of providing the services associated with the platform.

b. Use of Content for Promotional Purposes:

i. FieldAR respects the privacy and ownership of the content uploaded by its users. The content will not be used by FieldAR for promotional or any other purposes without explicit consent from the user or the owner of the content.

ii. In cases where consent is granted, FieldAR will use the content in a manner that is consistent with the permissions provided by the user.

c. User Responsibilities Regarding Uploaded Content:

i. Users must ensure that they have all the necessary rights and permissions to upload content to the FieldAR platform. This includes ensuring that they are not infringing on any intellectual property rights, proprietary rights, or other rights of third parties.

ii. Users are responsible for securing appropriate permissions, licenses, or rights for any third-party content included in their uploads.

d. Prohibition of Infringing Content:

i. Users must not upload, share, or otherwise distribute any content on the FieldAR platform if such content infringes on the intellectual property rights or other rights of third parties.

ii. FieldAR reserves the right to remove any content that is found or reported to be infringing on the rights of others and may, in appropriate circumstances, terminate the accounts of users who are repeat infringers.

e. Reporting Infringements:

i. If a user or any third party believes that their intellectual property rights have been infringed by content uploaded to FieldAR, they should notify FieldAR promptly, providing detailed information about the alleged infringement.

ii. FieldAR will investigate such claims and take appropriate actions, including removing the infringing content and taking other measures as deemed necessary.

6. Accuracy and Liability

a. Disclaimer of Augmented Reality Visualizations:

i. Augmented reality BIM visualizations provided by FieldAR on construction sites or buildings are intended for visualization purposes

only. They should not be used as evidence in disputes or for any legal purposes.

ii. FieldAR's augmented reality visualizations are not a substitute for contract drawings, legally binding drawing sets, or other official project documentation.

b. Limitation of Liability for Model Alignment:

i. While FieldAR strives for accuracy in aligning 3D models to real-world sites using cloud anchors, there may still be a margin of error. Users must consider this potential discrepancy.

ii. Factors that may contribute to misalignment include, but are not limited to, inaccurate placement of QR targets, improper cloud to model anchor placement, and changes in the construction site environment affecting QR targets or cloud anchor visibility.

iii. The accuracy of model alignment is contingent upon regular maintenance and updates of the data by the customer to reflect the current state of the real-world site.

c. Site-Safety Disclaimer:

i. Users of FieldAR on active construction sites or in buildings must prioritize safety. It is crucial to remain aware of one's surroundings and exercise caution while using the app.

ii. FieldAR is not responsible for any accidents, injuries, or damages resulting from negligence, misuse of the app, or failure to adhere to safety protocols while on an active construction site or within a finished building.

iii. Users are advised to avoid distractions caused by the app and should not engage with the app while in motion or in unsafe conditions.

d. User Responsibility for Use of Service:

i. Users acknowledge that they are using FieldAR at their own risk. They are responsible for any decisions or actions taken based on the information provided by the app.

ii. FieldAR disclaims any liability for inaccuracies in model alignment or visualization and any resulting consequences, whether in planning, execution, or otherwise.

7. Subscription, Billing, and Cancellation

a. Free Subscription:

i. Upon installing the FieldAR mobile app and registering for an account, users are provided with the Free subscription. The Free subscription is intended to provide a hands-on experience of FieldAR's basic functionalities.

ii. Free Version Limitations:

- Users can create one project, which includes uploading up to (3) 3D models.

- Free Version users do not have access to Enterprise features such as custom company branding, project collaboration tools (inviting team members, assigning project-specific roles), or creating more than 3 cloud anchors per model.

iii. Consideration for Subscription Purchase:

- Users engaging in the Free version subscription are encouraged to consider upgrading to an Enterprise subscription to access additional features and capabilities.

iv. Data Retention:

- The (1) project, (3) 3D model uploads within the project, and associated project data will be made available to the user to update, modify, and share for an indefinite period of time with limitations due to inactivity (see section 7.a.v).

v. Account / Project Inactivity and Deletion:

-If a user’s account remains inactive for a period greater than 365 days, the user’s account is subject to deletion. The user will have the ability to

create a new account using their previously-registered email address, but their previous data will not be recoverable.

- If a user's project remains inactive (i.e. the user hasn't engaged with the project, or no one has scanned a QR code associated with the project) for a period greater than 120 days, then the project and associated data is subject to deletion.

b. Upgrading to Enterprise Subscription:

i. Users can upgrade to an Enterprise subscription by purchasing at least one Enterprise project via the FieldAR web dashboard.

ii. Enterprise projects enable full access to FieldAR features, including mobile app, plugins, and web dashboard functionalities.

c. Enterprise Project Pricing:

i. The cost for each Enterprise project token is billed annually, cost subject to change.

ii. Users can initially add as little as 1 and up to 20 Enterprise projects at the start of their subscription, with the option to add as many project tokens as they wish.

d. Billing and Activation of Enterprise Projects:

i. Enterprise project tokens are billed for the first year at the time of purchase and are immediately activated for use.

ii. Additional project tokens added later are billed on a prorated basis for the remainder of the billing-cycle year.

e. Cancellation and Adjustment of Enterprise Projects, and Project Archiving:

i. Enterprise customers can cancel or reduce the number of Enterprise project tokens in their subscription, which will be reflected in their subsequent yearly payment.

ii. No refunds are provided for cancellations or reductions during the current billing cycle.

iii. The next billing cycle will reflect the adjusted number of project tokens and the corresponding cost.

iv. Company Admin can archive projects for a grace period of 180 days, which frees up (1) Enterprise project token. After the 180-day grace period, the project is subject to deletion. The Company Admin user can unarchive the project at any time during the 180-day grace period, but will require (1) available Enterprise project token. Up to (2) projects can be archived concurrently.

f. No Refund Policy:

i. FieldAR does not offer refunds or exchanges for purchased Enterprise project tokens, except in circumstances specifically granted by the FieldAR team.

ii. Refund requests should be submitted via email to billing@fieldar.app, however this does not guarantee any refund requests will be granted.

g. Authorization and Responsibility of Transactions:

i. Customers are responsible for ensuring they are authorized to use company or personal funds for transactions on FieldAR.

ii. FieldAR claims no responsibility for misuse of personal or company credit/debit card transactions. Users must ensure proper authorization before making any purchases.

8. User Conduct and Responsibilities

a. Acceptable Uses of Service:

i. Users are encouraged to use FieldAR for visualizing their 3D models overlaid onto their project sites, enhancing understanding and planning of construction projects.

ii. For those with an Enterprise subscription, the responsible use of project collaboration tools is vital. This includes managing projects, sharing models, and communicating with team members in a professional and productive manner.

b. Responsibilities of Company Admins in Enterprise Subscriptions:

i. The company Admin role is a position of significant responsibility, as it involves the ability to modify the company's subscription, project data, and team member roles.

ii. When promoting other team members to the Admin role, it is crucial to ensure they understand and are capable of handling these responsibilities appropriately.

c. Prohibited Uses of Service:

i. Users must not include any profane, derogatory, obscene, offensive, or otherwise inappropriate materials in the content they upload to FieldAR.

ii. Users are prohibited from uploading content that they do not own or have explicit rights to share.

iii. The FieldAR app should not be used while operating or in the vicinity of moving equipment, machinery, or under any other potentially hazardous conditions.

iv. Users should refrain from using the service in a manner that could damage, disable, overburden, or impair any FieldAR server, or the network(s) connected to any FieldAR server.

V. Users must not attempt to decompile or deobfuscate the FieldAR mobile app, software plugins, or the web dashboard. Tampering with any client application may result in a permanent ban and subject to prosecution.

d. General Responsibilities:

i. Users must comply with all applicable local, state, national, and international laws and regulations in their use of FieldAR.

ii. Users should respect the rights and privacy of other users and not engage in any activities that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying FieldAR.

e. Reporting Misconduct:

i. If users encounter any content or behavior that violates these terms, they are encouraged to report it to FieldAR's support team for review and appropriate action.

ii. FieldAR reserves the right to take necessary legal and technical steps to enforce these terms.

9. Privacy Policy

a. Data Collection:

i. FieldAR collects data in the form of user-generated content, including but not limited to 3D models, Building Information Models (BIM), and project and model information. This data is essential for the functionality of the FieldAR service, including generating QR target markers.

ii. The QR targets, once scanned using the FieldAR app, allow users to access specific project and model information for visualization purposes.

b. Access to Projects and Models:

i. Users of the FieldAR mobile app can only modify project or model information if they have been granted explicit access by the owner of that project or model.

ii. Any attempt to access or modify another user's projects or model information without authorization is strictly prohibited.

c. Data Protection:

i. User data is safeguarded with robust database rules and 256-bit encryption to prevent unauthorized access or tampering.

ii. All application logic for writing, editing, or updating information in the database is managed through cloud functions. These functions perform detailed access checks to ensure that data is only editable by its owner or those assigned specific roles (like Admin or project-specific roles) within the owner's company, as structured on the FieldAR platform.

d. Privacy and Security Measures:

i. FieldAR is committed to protecting the privacy and security of its users' data. The platform employs advanced security measures to safeguard user information against unauthorized access, alteration, disclosure, or destruction.

ii. Regular audits and updates are conducted to maintain and enhance the security of our systems.

e. Review of Detailed Privacy Policy:

i. Users are encouraged to review the more detailed privacy policy for comprehensive information on how their data is collected, used, and protected. This detailed policy provides greater insight into our data handling practices.

ii. A link to the detailed privacy policy will be provided within the FieldAR platform for easy access and review by users.

10. Modifications to Service and Terms

a. Rights to Modify the Service:

i. FieldAR reserves the right to modify the scope and functionality of its service at any time. This includes changes in how data, such as 3D models and project/model information, is collected, shared, and used within the platform.

ii. Modifications may also involve updates to the pricing structure for the Enterprise subscription. FieldAR will make reasonable efforts to notify users of any significant changes in pricing or service offerings.

b. Discontinuing the Service:

i. In the event that FieldAR decides to discontinue its service, users will be notified at least 3 months in advance.

ii. Upon discontinuation, all active subscriptions will be canceled, and users will not be entitled to prorated refunds. Access to accounts and services will be terminated after the discontinuation period.

iii. FieldAR will endeavor to provide users with options for exporting or saving their data before service discontinuation.

c. Updates to the Terms of Service (ToS):

i. FieldAR may update these Terms of Service from time to time to reflect changes in legal, regulatory, or operational requirements.

ii. Users will be notified of any significant updates to the ToS via email by the FieldAR support team.

iii. Continued use of the service after such changes will constitute user acceptance of the new ToS.

d. User Feedback and Participation:

i. FieldAR values user feedback in the process of modifying the service or the ToS. Users are encouraged to provide their input and suggestions.

ii. FieldAR may also engage users in beta testing or feedback sessions for significant service updates.

e. Legal Compliance:

i. All modifications to the service or the ToS will be made in compliance with applicable laws and regulations.

ii. FieldAR is committed to maintaining transparency and fairness in its operations and will communicate changes to users in a clear and timely manner.

11. Termination of Use

a. Conditions for Termination:

i. A user's access to FieldAR may be terminated if they engage in unlawful behavior or violate the Terms of Service.

ii. FieldAR reserves the right to terminate access for any user found to be in violation of these terms.

b. User-Initiated Termination:

i. Users on the Free Version subscription can initiate account deactivation or deletion by visiting their profile in the FieldAR mobile app, and following the account deletion process in the settings panel.

ii. Upon successful account termination, users will lose access to their account and all associated project information.

c. Termination for Enterprise Users with Admin Role:

i. Enterprise users with an Admin role who wish to delete their account and all associated company data must first cancel their current Enterprise subscription via the web dashboard.

ii. Active projects (i.e. Enterprise project tokens that are currently in use) must be individually deleted before removing Enterprise project tokens from the subscription.

iii. Once all Enterprise projects are removed from the company subscription, the subscription is downgraded to the Free Version subscription, and the Admin can delete their account, which will automatically remove all associated company and remaining project data.

iv. All current company team members will be assigned new blank companies and downgraded to the Free Version subscription.

d. Preserving Company Data:

i. An Enterprise and Admin-level user wishing to delete their account but maintain their company and project data must promote another team member to the Admin role before account deletion.

ii. The new Admin must remove the departing user from the company. The departing user will be assigned a new empty company with a Free Version subscription, allowing the departing user to delete their account.

e. Deletion Process for Enterprise Non-Admin Team Members:

i. Non-Admin team members of a company with an Enterprise subscription can delete their account at any time from the FieldAR mobile app or web dashboard.

ii. Upon account deletion, they will be automatically removed from the company team, and Admins will no longer be able to assign projects to them.

f. Critical Procedures for Enterprise Customers:

i. Important procedures like account deletion for Enterprise customers must be conducted via the web dashboard. This does not apply if the company member is no longer in an Admin role or has been successfully removed from the company, in which case account deletion can be done via the mobile app or web dashboard.

12. Dispute Resolution and Governing Law

a. Governing Law:

i. These Terms of Service and any separate agreements whereby FieldAR provides services shall be governed by and construed in accordance with the laws of the jurisdiction in which FieldAR is headquartered, without regard to its conflict of law provisions.

ii. By using FieldAR, users agree that the laws of this jurisdiction will govern any dispute of any sort that might arise between them and FieldAR.

b. Dispute Resolution:

i. In the event of a dispute arising under or in connection with these Terms or the use of FieldAR, users agree to first contact FieldAR to attempt an informal resolution.

ii. If the dispute cannot be resolved informally, users agree to submit to the exclusive jurisdiction and venue of the courts located in the jurisdiction where FieldAR is headquartered.

c. Alternative Dispute Resolution (ADR):

i. FieldAR may offer alternative dispute resolution options, such as mediation or arbitration, to be conducted in the jurisdiction where FieldAR is headquartered.

ii. If such options are pursued, both parties agree to participate in good faith.

d. Limitation on Claims:

i. Any claim or cause of action arising out of or related to the use of FieldAR or these Terms must be filed within a specified period (e.g., one year) after such claim or cause of action arose, or be forever barred.

e. Class Action Waiver:

i. Users agree to waive any right to a jury trial or to participate in a class action suit against FieldAR, and any related claims must be brought on an individual basis.

f. Legal Compliance:

i. Users agree to comply with all local, state, national, and international laws and regulations in their use of FieldAR, and agree that they are responsible for such compliance.

g. Contact Information for Legal Notices:

i. Any legal notices or communications regarding these Terms should be directed to the designated contact address provided by FieldAR.

13. Contact Information

a. Any inquiry regarding these Terms of Service should be directed to the FieldAR support staff at support@fieldar.app

14. Miscellaneous

a. Severability:

i. If any provision of these Terms is found to be invalid or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the other provisions of the Terms remain in full force and effect and enforceable.

b. Entire Agreement:

i. These Terms constitute the entire agreement between the users and FieldAR regarding the use of the service, superseding any prior agreements between the user and FieldAR regarding its subject matter.

c. Non-Waiver:

i. The failure of FieldAR to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

d. Assignment:

i. Users may not assign or transfer these Terms, by operation of law or otherwise, without FieldAR’s prior written consent. FieldAR may assign or transfer these Terms without restriction.

e. Force Majeure:

i. FieldAR shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond FieldAR’s reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation.

f. Amendments:

i. FieldAR reserves the right to amend these Terms at any time and will notify users of any such changes by posting the revised Terms on the FieldAR platform. The user's continued use of the service after any such changes constitutes their acceptance of the new Terms.

g. Headings:

i. The section titles in the Terms are for convenience only and have no legal or contractual effect.

h. Contact Information:

i. For any questions, concerns, or clarifications regarding these Terms, users should contact FieldAR through the designated communication channels provided on the platform.

Thank You from the FieldAR Team

As we reach the end of this document, we want to extend our heartfelt thanks to you for taking the time to read and understand our Terms of Service. Your commitment to navigating these terms reflects your dedication to a responsible and informed use of the FieldAR app suite. We are genuinely grateful for your choice to embark on this journey with us, and we are excited to support you as you explore the innovative possibilities that FieldAR brings to your projects. Our team is committed to continually enhancing your experience, and we are always here to assist and grow with you. Thank you for being a vital part of the FieldAR community!