

# SureRoad Terms of Service

*Last Updated: April 9, 2026*

These Terms of Service (“Terms”) govern your rights and obligations regarding the use of the SureRoad software, navigation application, and related services (collectively referred to as the “Service”). These Terms constitute an agreement between SureRoad, Inc., a Delaware corporation, together with its affiliates, subsidiaries, and assigns (“SureRoad” or “We”) and you (“User” or “You”). It is recommended that You read these Terms carefully before using the Service. By using the Service, You agree to be bound by these Terms, our Privacy Policy, and all terms, policies, and guidelines incorporated by reference herein.

SureRoad reserves the right to change or modify any of the terms and conditions contained in these Terms, or any policy or guideline applicable to the Service, at any time and in its sole discretion. Unless otherwise specified, any changes or modifications will be effective immediately upon posting, and your continued use of the Service after such changes or modifications will constitute acceptance of such changes or modifications. You should regularly review the Terms and any policies and documents incorporated in them to understand the Terms that apply to Your use of the Service.

## **Assumption of Risk**

User acknowledges and agrees that road conditions are unpredictable and routes may change based on traffic patterns, weather, traffic incidents, road construction, and other causes. User further acknowledges that SureRoad offers the Service in good faith and in reliance on its product development, engineering, research, and available sources. User assumes all risk associated with operating a motor vehicle while using the Service. The Service is not intended to replace the information visible to the User on the road including without limitation travel direction, speed limitations, lane restrictions, road closures and traffic rerouting, traffic signals and signs, police directions, and all other applicable road signage and conditions. User should exercise extreme caution when operating a motor vehicle while using the Service. Use of the Service should not replace and is not intended to replace careful driving according to road conditions and in accordance with all traffic laws and regulations. Use of the Service, including without limitation entering destination information, editing or changing location information, or route information, should only be done while the motor vehicle is not being operated. User should not rely on the continued availability of the Service as a sole means of navigation and should be prepared to navigate safely in the event the Service becomes temporarily unavailable during use, including during an active navigation session.

SureRoad is a location-based Service that uses global positioning system (GPS) data and other sensor information to provide detailed location and route information. The data is collected in the form of GPS information and device sensor data provided by a mobile device on which the

SureRoad application is installed. SureRoad makes no warranties or representations as to the accuracy of this information or the route information provided based on this information.

The Service collects sensor data from your device during navigation, including accelerometer data, to assess and improve the accuracy of road characteristic and attribute information. Accelerometer data is not linked to your identity. The Service also provides a mechanism for users to report road conditions (such as the in-route road condition report button). For more information about data collection and your choices, please refer to our Privacy Policy.

The availability, completeness, and accuracy of the Service's data may vary by geographic area. The Service may have limited or no data coverage in certain locations. SureRoad does not guarantee that data is available, current, or accurate for any particular road, region, or jurisdiction. User is responsible for confirming the accuracy of all information and conditions before taking or omitting any action based on the Service.

### **Artificial Intelligence and Automated Systems**

The Service incorporates artificial intelligence and automated systems as a core component of its operation. AI and automated systems are used throughout the Service, including but not limited to: generating, analyzing, and selecting routes; evaluating and weighting road characteristics; selecting destinations and recommending roads to drive; describing and summarizing routes and road conditions to the User; answering User questions about routes, roads, and driving conditions; processing voice-based interactions including voice commands, voice reports, and voice queries; and processing data to improve the accuracy of the Service's information (collectively, "AI Features").

User acknowledges and agrees that AI Features are integral to how the Service operates and that the routes, descriptions, recommendations, and other outputs generated by AI Features are produced through automated data processing and analysis. While SureRoad endeavors to provide accurate and useful outputs, User acknowledges and agrees that:

AI-generated outputs, including routes, route descriptions, road condition assessments, destination recommendations, and responses to User queries, may be inaccurate, incomplete, outdated, or may misrepresent real-world conditions. The Service's AI may describe road characteristics, route attributes, or conditions that differ from what User encounters in the real world. AI-generated outputs are not a substitute for the User's own judgment, direct observation of road conditions, compliance with traffic laws, or any other authoritative source of information. SureRoad does not warrant the accuracy, reliability, or completeness of any information generated by AI Features, whether such information is presented as a route, a route description, a road condition assessment, a destination recommendation, or a response to a User query. User assumes all risk associated with reliance on AI-generated outputs and agrees not to rely on such outputs as a sole or primary basis for any driving, navigation, or safety decision. SureRoad shall not be liable for any loss, damage, injury, or other consequence arising from User's reliance on information generated by AI Features.

AI Features rely in part on third-party large language model (“LLM”) technology that is not developed or controlled by SureRoad. LLMs may generate outputs that are inconsistent with or entirely unsupported by the Service’s underlying data, a phenomenon commonly known as “hallucination.” Such hallucinations may occur even when the Service’s underlying road data is accurate and current. SureRoad disclaims liability for the accuracy of AI-generated outputs regardless of whether inaccuracies arise from limitations in source data, data processing and analytical systems, or the behavior of the underlying AI models themselves.

The Service may include voice-based interaction features that allow User to speak commands, queries, and reports while driving. When User activates a voice feature, audio input is converted to text and processed in the same manner as text-based AI interactions. Voice-based interactions are subject to the same disclaimers, limitations, and assumptions of risk as all other AI Features described in these Terms.). For more information about AI Features and data collection please refer to our Privacy Policy.

AI Features may use information provided by User during interactions, including location data, query content, voice input, and navigation behavior, to generate responses and to improve the Service. Such information is handled in accordance with our Privacy Policy.

### **Internet Connection**

Use of the Service requires an internet connection. SureRoad does not provide an internet connection for use of the Service. Such connection must be obtained from a third-party provider. Any associated charges including without limitation internet connection fees or mobile data charges incurred during User’s use of the Service are not the responsibility of SureRoad and are solely at User’s expense.

### **Age Requirement**

The Service is intended to provide navigational assistance to those who are of legal driving age under applicable law. User must comply with all applicable laws regarding minimum driving age. In any event, User must be at least sixteen (16) years of age to use the Service.

### **License and Service Tiers**

The Service is available in both free and paid tiers. All users of the Service, regardless of tier, are bound by these Terms, our Privacy Policy, and all policies incorporated by reference herein. By accessing or using any aspect of the Service, including browsing the map, searching for destinations, previewing or generating routes, viewing route summaries, or accepting shared routes, You agree to be bound by these Terms.

**Free Tier.** Users who have not purchased a paid subscription may access limited features of the Service, which may include browsing the map. Certain features, including but not limited to communication with the in-route AI assistant, custom routing profiles, and the ability to initiate navigation on self-generated routes, require a paid subscription. The specific features available to free-tier users may change at SureRoad's sole discretion at any time.

**Paid Tier.** Users who purchase a paid subscription gain access to all features of the Service as described within the application at the time of purchase, subject to these Terms.

The Service is licensed, not sold, to User. Subject to these Terms, SureRoad hereby grants User a non-exclusive, limited, nontransferable, non-sub-licensable, revocable license to use the Service on devices that User owns or controls, in accordance with the User's applicable service tier. Such license is conditional upon User's compliance with these Terms, including without limitation the Use Restrictions set forth below.

### **Use Restrictions**

User will not individually or engage or assist a third party to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Service (except to the extent such restriction is expressly prohibited by applicable law); (b) sublicense, transfer, or distribute any of the Services; (c) sell, resell, sublicense, transfer, or distribute the Services; (d) access or use the Services in a manner intended to avoid incurring fees or in a manner or for a purpose otherwise prohibited by applicable law; (e) use the Service, including any AI Features, to extract, scrape, mine, harvest, or systematically collect any data from the Service, including but not limited to road characteristic data, route data, road condition data, road attribute data, pavement quality information, or any other information contained in or generated by the Service's database or AI Features; (f) use any robot, spider, scraper, crawler, or other automated means to access the Service or query AI Features for any purpose without the express prior written permission of SureRoad; (g) use information obtained from the Service to build, augment, or contribute to any competing dataset, database, product, or service, including any mapping, navigation, or road intelligence dataset; or (h) systematically query the Service's AI Features, whether manually or through automated means, for the purpose of extracting or aggregating the underlying data, road characteristics, or proprietary information of SureRoad.

Your failure to comply with the use restrictions set forth above may result, at SureRoad's sole discretion, in the immediate termination of your access to the Service and may also expose you to civil and/or criminal liability.

## **Acceptable Use and Access Management**

SureRoad reserves the right, at any time and in its sole discretion, to throttle, rate-limit, restrict, degrade, or otherwise reduce User's access to any or all features of the Service, including but not limited to AI Features, routing requests, and voice-based interactions. SureRoad may exercise this right without prior notice in response to usage patterns that SureRoad reasonably determines, in its sole judgment, to be excessive, abusive, or inconsistent with normal personal navigation use of the Service, including but not limited to: submitting a volume or frequency of requests that places undue burden on SureRoad's infrastructure; using AI Features for purposes unrelated to navigation, routing, road conditions, or driving, such as submitting irrelevant, repetitive, or off-topic queries to the in-route AI assistant; or engaging in any pattern of use that SureRoad reasonably believes constitutes an attempt to disrupt, degrade, or interfere with the normal operation of the Service.

SureRoad further reserves the right, in its sole discretion, to prioritize certain categories of Service traffic over others based on operational needs and the nature of the request. By way of example and not limitation, SureRoad may prioritize delivering route adjustments, reroute instructions, and real-time navigation updates to Users who are actively engaged in a navigation session over requests from Users who are planning or previewing a route. SureRoad shall not be liable to User for any loss, inconvenience, or damages arising from any such throttling, prioritization, or reduction in access.

## **Intellectual Property and Proprietary Data**

All intellectual property rights in the Service are and shall remain the exclusive property of SureRoad, its affiliates, or their respective licensors. This includes, without limitation: all software, source code, and application code; all trademarks, text, graphics, logos, button icons, images, audio clips, and digital downloads; all proprietary data, databases, and data compilations, including SureRoad's road characteristic database, road attribute data, road condition assessments, route scoring data, pavement quality data, and any other data derived from SureRoad's proprietary data processing, analysis, and engineering; all algorithms, models, and analytical methods used to process, evaluate, or generate route and road information; and all trade secrets, ideas, concepts, techniques, and enhancements relating to the Service.

The license granted to User under these Terms provides User with the right to access and view route information, road data, and other outputs through the Service's interface for personal, non-commercial use in accordance with the User's applicable service tier. This license does not grant User any ownership interest in, or right to copy, extract, download, store, redistribute, or otherwise exploit, the underlying data, databases, or proprietary information of SureRoad. SureRoad's proprietary data is protected as trade secret and confidential information, and User agrees to treat it as such.

All service names, page headers, custom graphics, button icons, and scripts are trademarks, registered trademarks, or trade dress of SureRoad. SureRoad's trademarks and trade dress may not be used in connection with any product or service that is not SureRoad's, in any manner that is likely to cause confusion, or in any manner that disparages or discredits SureRoad.

By using the Service, User grants SureRoad a perpetual, irrevocable, worldwide, royalty-free, fully sublicensable, and non-exclusive license to use, reproduce, modify, aggregate, analyze, create derivative works from, and otherwise exploit all data, content, and information submitted, generated, or contributed by User through the Service, including but not limited to: road condition reports; route feedback; queries, prompts, and voice input submitted to AI Features; navigation behavior and route selection data; sensor and accelerometer data collected during use; and any other content or data provided by User in connection with the Service. This license is granted for the purposes of operating, improving, and enhancing the Service and developing SureRoad's products, data, and proprietary information. User retains any rights in User-contributed content that may exist under applicable law, subject to the license granted herein. This license does not expand or limit SureRoad's rights or obligations with respect to the collection, use, or deletion of personal information, which are governed solely by SureRoad's Privacy Policy and applicable law. Nothing in this paragraph shall be construed to grant SureRoad rights to User's personal information beyond what is permitted under the Privacy Policy and applicable privacy legislation. For the avoidance of doubt, data that has been anonymized or aggregated such that it is no longer reasonably identifiable to any individual User is not subject to the foregoing limitations. User represents and warrants that User has the right to grant this license for all content and data User contributes through the Service.

### **Subscription and Billing**

Certain features of the Service require a paid subscription. SureRoad currently offers a monthly subscription and an annual subscription, each of which includes a free trial period as described within the application at the time of purchase. Subscription plans, pricing, and billing frequency may change at SureRoad's discretion; SureRoad will provide reasonable advance notice of any fee increase before the next renewal date.

If You purchase a subscription through the Apple App Store, your payment, subscription, auto-renewal, and cancellation will be governed by the terms of the Apple App Store. SureRoad does not have the ability to manage any aspect of in-app purchases made through the Apple App Store on your behalf, including initiating, canceling, or refunding purchases. Your subscription will automatically renew at the conclusion of the then-current term unless You turn off auto-renewal at least twenty-four (24) hours before the conclusion of the then-current term, in accordance with the Apple App Store's procedures. Uninstalling the application will not automatically cancel your subscription. You must cancel your subscription or turn off auto-renewal through the Apple App Store to end recurring charges.

For general subscription inquiries, Users may contact SureRoad at support@sureroad.com. For payment, cancellation, and refund matters related to purchases made through the Apple App Store, Users must contact Apple directly.

### **Warranty**

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. NO OTHER WARRANTIES APPLY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SERVICES ARE PROVIDED “AS IS” AND “WHERE IS” AND EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. ALL ROUTING AND NAVIGATION INFORMATION, INCLUDING ANY AI-GENERATED CONTENT SUCH AS ROUTES, ROUTE DESCRIPTIONS, ROAD CONDITION ASSESSMENTS, DESTINATION RECOMMENDATIONS, AND RESPONSES TO USER QUERIES, IS BASED ON AVAILABLE DATA AND AUTOMATED PROCESSING. ACTUAL ROAD CONDITIONS MAY BE IMPACTED BY VARIOUS FACTORS BEYOND THE CONTROL OR KNOWLEDGE OF SUREROAD. SUREROAD USES BEST EFFORTS TO ENSURE ACCURATE ROUTING IS PROVIDED, BUT MAKES NO WARRANTY OR GUARANTEE AS TO ACCURACY. SUREROAD DOES NOT WARRANT THAT THE SERVICE WILL BE AVAILABLE AT ALL TIMES, UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM ERRORS, DEFECTS, OR HARMFUL COMPONENTS.

### **Remedy**

FOR ANY BREACH OF THE WARRANTY, USER’S EXCLUSIVE REMEDY, AND SUREROAD’S ENTIRE LIABILITY, SHALL BE LIMITED TO THE REPLACEMENT OF THE SERVICE. IF SUREROAD IS UNABLE TO REPLACE THE SERVICE, USER SHALL BE ENTITLED TO RECOVER THE FEES PAID TO SUREROAD FOR THE SERVICE. IN NO CASE SHALL ANY RECOVERY EXCEED THE AGGREGATE AMOUNTS PAID TO SUREROAD BY USER FOR THE SPECIFIC SERVICES THAT ARE THE SUBJECT OF THE CLAIMED BREACH.

### **Waiver/Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RELATING TO LOST PROFITS, LOSS OF DATA, OR LOSS OF BUSINESS OPPORTUNITY) EVEN IF THE PARTY CLAIMING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY CASE UNDER ANY THEORY OF RECOVERY, SUREROAD'S AGGREGATE LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AGGREGATE AMOUNTS PAID TO SUREROAD BY USER FOR THE SPECIFIC SERVICE(S) THAT ARE THE SUBJECT OF THE CLAIM. USER ACKNOWLEDGES THAT THE LIMITATION OF LIABILITIES AND DISCLAIMERS OF WARRANTIES CONTAINED HEREIN CONSTITUTE AN AGREED UPON ALLOCATION OF RISK BETWEEN THE PARTIES, HAVE BEEN FACTORED INTO PRICING OF THE SERVICE(S), AND ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES. USER FURTHER WAIVES AND WILL NOT HOLD SUREROAD LIABLE FOR ANY DAMAGES ASSOCIATED WITH ANY COLLISION OR ACCIDENT THAT USER MAY HAVE WHILE USING THE SERVICES.

### **Limitation of Actions**

NO ACTION, SUIT, OR PROCEEDING, REGARDLESS OF FORM, ARISING OUT OF THESE TERMS OR ANY SERVICE AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO SUCH CAUSE OF ACTION.

### **Privacy**

Your privacy is important to us. SureRoad's collection, use, and disclosure of your personal information is governed by our Privacy Policy, which is available at [\[https://docs.sureroad.com/privacy-policy.pdf\]](https://docs.sureroad.com/privacy-policy.pdf) and is incorporated into these Terms by reference. By using the Service, You acknowledge that You have read and agree to the Privacy Policy. SureRoad reserves the right to update the Privacy Policy from time to time, and your continued use of the Service following any such updates constitutes your acceptance of the revised Privacy Policy.

## **Regulatory Disclosure**

SureRoad reserves the right to disclose information relating to User's use of the Service if required to do so by law, regulation, local, state, or federal governmental request, or in the good faith belief that such action is necessary to: (a) comply with legal process served on SureRoad or its affiliates; (b) protect and defend the rights or property of SureRoad or its affiliates; or (c) act under reasonable and good faith circumstances to protect the personal safety of users of the Service or members of the public.

## **Termination**

User may terminate the Service at any time and for whatever reason. User is not required to notify SureRoad of such termination. User may request deletion of their account and associated personal data through the account management features within the application or by contacting SureRoad at support@sureroad.com. Requests for data deletion will be handled in accordance with SureRoad's Privacy Policy and applicable law.

When such a request is made, SureRoad uses reasonable efforts in compliance with applicable law and industry standards to delete all requested information. Information may not be immediately deleted from all of SureRoad's servers and/or back-up systems, and such deletion may take additional time.

SureRoad retains the right to block User's access to the Service and discontinue User's use of the Service, at any time and for any reason. Such action is solely in SureRoad's discretion and may be taken for any reason deemed appropriate by SureRoad at its sole and absolute discretion.

## **Governing Law; Venue**

All questions concerning the validity, interpretation, and performance of these Terms shall be governed by and decided in accordance with the laws of the State of Connecticut, without regard to any conflicts of laws and principles thereof. The parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located within Fairfield County, Connecticut, and agree that all actions or proceedings relating to these Terms or any Service Agreement shall be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

## **Severability**

In the event any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **Waiver**

The waiver by either party of any default or breach of these Terms shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either party's intellectual property rights, no action, regardless of form, arising out of these Terms may be brought by either party more than one (1) year after the cause of action has accrued.

## **Entire Agreement**

These Terms, the Privacy Policy, and all associated policies set forth the entire understanding between the parties with respect to the Service. There are no representations, warranties, covenants, conditions, or undertakings other than those expressly set forth herein. These Terms supersede all prior terms, agreements, and understandings between the parties, whether written or oral, with respect to the subject matter hereof.

## **Force Majeure**

Neither party shall be liable in damages or have the right to terminate these Terms for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure). For purposes of this section, conditions beyond a party's reasonable control include, without limitation, outages or failures of third-party cloud hosting, computing, or infrastructure providers; failures or degradation of third-party mapping, geospatial, or AI service providers; internet or network disruptions; GPS satellite system outages or degradation; mobile operating system or app store changes; power outages; cyberattacks; and scheduled or unscheduled maintenance of systems or infrastructure.

## **Successors and Assigns**

These Terms shall be binding upon and shall inure to the benefit of the parties hereto and, to the extent permitted hereby, their legal representatives, heirs, successors, and assigns. User may not assign or transfer any rights provided by these Terms. SureRoad may assign its rights in and to the Service to a third party at its sole and absolute discretion.

## **Relationship of the Parties**

Neither these Terms nor User's use of the Service will be construed as creating a partnership, joint venture, employer-employee or agency relationship or as granting a franchise. The Service is provided solely for the benefit and enjoyment of User subject to these Terms.

**Contact Information**

If You have any questions about these Terms, please contact SureRoad at: [support@sureroad.com](mailto:support@sureroad.com).