

PUBLIC POLICY · TOS-001

TERMS OF SERVICE

The agreement between you and Gage Industries LLC for the use of our Services.

ENTITY	Gage Industries LLC
COVERS	gage.industries · gage. · trove. · all Gage Industries products and websites
EFFECTIVE	2026-06-03
LAST UPDATED	2026-06-03
CONTACT	legal@gage.industries
STATUS	ACTIVE

PLAIN-ENGLISH SUMMARY

These Terms govern your use of Gage Industries' websites and products. By using our Services you agree to these Terms. If you're using the Services on behalf of a company, you confirm you have authority to bind that company. If you don't agree, don't use the Services.

1 · ACCEPTANCE OF TERMS

These Terms of Service (the "Terms") form a binding agreement between you ("you" or "Customer") and **Gage Industries LLC** ("Gage Industries", "we", "us", or "our"), a Washington limited liability company. By accessing or using our website at gage.industries, our products including **gage.** and **trove.**, or any related service (collectively, the "Services"), you agree to these Terms and our [Privacy Policy](#).

If you are using the Services on behalf of an organization, you represent that you have authority to bind that organization to these Terms, and "you" refers to that organization.

If you do not agree to these Terms, you may not access or use the Services.

2 · ELIGIBILITY AND ACCOUNTS

You must be at least 18 years old, or the age of legal majority in your jurisdiction, to use the Services. You must provide accurate, current, and complete information when creating an account and keep that information up to date.

You are responsible for safeguarding your account credentials and for all activity that occurs under your account. Notify us immediately at security@gage.industries if you suspect unauthorized access.

3 · DESCRIPTION OF SERVICES

Gage Industries provides software and related services for managing maintenance operations, work orders, asset records, personal planning, and related workflows. Specific features and functionality may vary by product, subscription tier, and over time. We reserve the right to modify, suspend, or discontinue any aspect of the Services with reasonable notice.

4 · SUBSCRIPTION, FEES, AND PAYMENT

Some Services are offered on a subscription basis. By subscribing, you agree to pay the fees set forth in your order or as displayed at the time of purchase, plus any applicable taxes.

- (a) **Billing.** Subscriptions auto-renew at the end of each billing period unless canceled before renewal.
- (b) **Payment.** Payment is processed by Stripe. You authorize us to charge your designated payment method for all fees owed.
- (c) **Late payment.** Unpaid amounts may accrue interest at the lesser of 1.5% per month or the maximum permitted by law. We may suspend or terminate Services for non-payment.
- (d) **Refunds.** Fees are non-refundable except as required by law or expressly stated in your order.
- (e) **Changes to fees.** We may change subscription fees with at least 30 days' notice before the start of the next billing period.

5 · ACCEPTABLE USE

You agree not to:

- (a) Use the Services for any unlawful purpose or in violation of any applicable law or regulation;
- (b) Upload, transmit, or store content that is illegal, infringing, defamatory, obscene, threatening, or otherwise objectionable;
- (c) Attempt to gain unauthorized access to the Services, other users' accounts, or any related systems;
- (d) Interfere with, disrupt, or impose an unreasonable load on the Services;
- (e) Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Services, except to the extent expressly permitted by law;
- (f) Use the Services to build or assist any product or service that competes with Gage Industries;
- (g) Resell, sublicense, or commercially exploit the Services without our written consent;
- (h) Remove or alter any proprietary notices on the Services;
- (i) Use any automated means (including bots, scrapers, or crawlers) to access the Services except as expressly permitted;
- (j) Submit false, misleading, or fraudulent information.

We may suspend or terminate your access to the Services for any violation of this Section.

6 · CUSTOMER DATA

"Customer Data" means any data, content, or information you or your authorized users submit to, store in, or generate through the Services, including work orders, maintenance logs, asset records, plant data, and uploaded files.

- (a) **Ownership.** You retain all rights, title, and interest in and to your Customer Data. We acquire no ownership of your Customer Data.
- (b) **License to Gage Industries.** You grant Gage Industries a worldwide, non-exclusive, royalty-free license to host, store, process, transmit, display, and back up your Customer Data solely as necessary to provide and improve the Services and as authorized by you.
- (c) **Responsibility.** You are solely responsible for the accuracy, quality, integrity, legality, and reliability of your Customer Data and for obtaining all necessary rights and consents to submit it to the Services.

- (d) **Backups.** We perform routine backups of Customer Data for operational purposes. You are responsible for maintaining your own backups of any data you consider critical.
- (e) **Deletion.** Upon termination, we will delete Customer Data as described in our Privacy Policy. You may export your Customer Data at any time during your subscription using the Services' export functionality.

7 · AI FEATURES AND OUTPUTS

Certain Services use AI models from third-party providers (including Anthropic and others) to generate text, summaries, recommendations, and similar outputs ("AI Outputs"). By using AI features, you acknowledge and agree that:

- (a) AI Outputs are generated by statistical models and may be inaccurate, incomplete, biased, or otherwise unsuitable for your purposes;
- (b) You are responsible for reviewing, validating, and exercising professional judgment over any AI Outputs before relying on them, particularly for safety-critical or business-critical decisions;
- (c) AI Outputs do not constitute professional, legal, medical, engineering, or other regulated advice;
- (d) You will not rely on AI Outputs alone for decisions that affect worker safety, regulatory compliance, or equipment integrity;
- (e) We do not warrant the accuracy, completeness, or fitness of AI Outputs for any particular purpose.

8 · INTELLECTUAL PROPERTY

The Services, including all software, designs, text, graphics, trademarks, logos, and other content created by Gage Industries (the "Gage IP"), are owned by Gage Industries or our licensors and are protected by intellectual property laws.

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services during the term of your subscription, solely for your internal business purposes.

You may not use the Gage Industries name, logos, "gage industries", "gage.", "trove.", or the Hi-Vis period gesture in any manner that suggests endorsement, sponsorship, or affiliation without our prior written consent.

9 · FEEDBACK

If you provide feedback, suggestions, or ideas about the Services ("Feedback"), you grant Gage Industries a worldwide, perpetual, irrevocable, royalty-free license to use, modify, and incorporate that Feedback into the Services without obligation to you.

10 · CONFIDENTIALITY

Each party may disclose confidential information to the other in connection with the Services. The receiving party agrees to use the disclosing party's confidential information only as necessary to perform under these Terms and to protect it with the same degree of care it uses for its own confidential information of similar importance (but no less than reasonable care). Confidential information does not include information that is publicly available, was rightfully known before disclosure, was rightfully received from a third party, or was independently developed.

11 · DISCLAIMERS

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GAGE INDUSTRIES DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR HARMFUL COMPONENTS.

12 · LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GAGE INDUSTRIES OR ITS OFFICERS, EMPLOYEES, AFFILIATES, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, BUSINESS, GOODWILL, OR ANTICIPATED SAVINGS, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF GAGE INDUSTRIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

GAGE INDUSTRIES' TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID TO GAGE INDUSTRIES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU IN FULL.

13 · INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Gage Industries and its officers, employees, affiliates, and licensors from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Services in violation of these Terms or applicable law; (b) your Customer Data; (c) your violation of any third-party right, including intellectual property or privacy rights; or (d) your breach of any representation, warranty, or covenant in these Terms.

14 · TERM AND TERMINATION

- (a) **Term.** These Terms remain in effect while you use the Services. Subscriptions continue for the period set forth in your order.
- (b) **Termination by you.** You may terminate your account at any time through the Services or by emailing support@gage.industries. Termination does not entitle you to a refund of pre-paid fees.
- (c) **Termination by us.** We may suspend or terminate your access to the Services at any time for breach of these Terms, non-payment, or for any other reason with reasonable notice. We may terminate immediately for material breach, fraud, or illegal activity.
- (d) **Effect of termination.** Upon termination, your right to use the Services ends. Provisions that by their nature should survive termination (including ownership, disclaimers, limitation of liability, indemnification, and dispute resolution) will survive.

15 · MODIFICATIONS TO THESE TERMS

We may modify these Terms from time to time. If we make material changes, we will provide notice (such as by email or in-product notification) before the changes take effect. Your continued use of the Services after the effective date of any modified Terms constitutes your acceptance of those Terms. If you do not agree to the modifications, you must stop using the Services.

16 · GOVERNING LAW AND DISPUTES

- (a) **Governing law.** These Terms are governed by the laws of the State of Washington, without regard to its conflict of law principles.
- (b) **Venue.** Any dispute arising out of or relating to these Terms or the Services shall be brought exclusively in the state or federal courts located in King County, Washington, and you consent to the personal jurisdiction of those courts.
- (c) **Informal resolution.** Before filing any formal dispute, you agree to first contact us at legal@gage.industries and attempt in good faith to resolve the dispute informally for at least 30 days.
- (d) **Statute of limitations.** Any claim arising out of or related to these Terms or the Services must be filed within one (1) year after the claim arose, or be forever barred.

17 · GENERAL PROVISIONS

- (a) **Entire agreement.** These Terms, together with our Privacy Policy and any order forms, constitute the entire agreement between you and Gage Industries regarding the Services and supersede all prior understandings.
- (b) **Severability.** If any provision of these Terms is held invalid or unenforceable, the remaining provisions remain in full force and effect.
- (c) **No waiver.** Our failure to enforce any provision is not a waiver of our right to do so later.
- (d) **Assignment.** You may not assign these Terms without our prior written consent. We may assign these Terms freely, including in connection with a merger, acquisition, or sale of assets.
- (e) **Force majeure.** Neither party is liable for delays or failures caused by events beyond its reasonable control (including natural disasters, internet outages, war, or government action).

- (f) **Independent contractors.** The parties are independent contractors. These Terms do not create a partnership, joint venture, agency, or employment relationship.
- (g) **Notices.** Notices to Gage Industries must be sent to legal@gage.industries. Notices to you may be sent to the email address on file for your account.

18 · CONTACT US

If you have questions about these Terms, contact us at:

EMAIL legal@gage.industries