



BioLog — Terms of Service

Terrastation SBC, a Minnesota specific benefit corporation · Last updated: August 13, 2026 · Version 1.0

These Terms of Service ("Terms") form a binding agreement between you and Terrastation SBC ("Terrastation," "we," "us"), a Minnesota specific benefit corporation, and govern your use of the BioLog application and related websites (the "Service"). By creating an account or using the Service, you agree to these Terms and to our [Privacy Policy](#). If you do not agree, do not use the Service.

1. Eligibility and Age

You must be at least 13 years old to use the Service. If you are between 13 and the age of majority where you live, you may use the Service only with the permission and supervision of a parent or legal guardian, who agrees to these Terms on your behalf and is responsible for your use. We do not knowingly permit accounts for children under 13.

2. Your Account

You are responsible for your account credentials and for activity under your account. Provide accurate information, keep your password secure, and notify us promptly of any unauthorized use. You must verify your email address to access certain community features. You may not share your account or create an account for anyone else.

3. The Service

BioLog is an educational tool for recording wildlife, plant, and fungi sightings, viewing them on a map, and following other users to see their public sightings. Species identifications, AI suggestions, maps, and location data are provided to support learning and exploration and may be inaccurate.

4. License to Use the App

Subject to these Terms, we grant you a personal, limited, non-exclusive, non-transferable, revocable license to download and use the app on devices you own or control, for your own non-commercial use. All rights not expressly granted are reserved.

5. Your Content

You retain ownership of the sightings, photos, notes, and other content you create ("Your Content"). When you make content public, you grant Terrastation a non-exclusive, worldwide, royalty-free license to host, store, reproduce, and display that content solely to operate the Service (for example, showing your public sightings on the community map to other users). Private content is not shared in this way. You represent and warrant that you own or have the necessary rights to Your Content and that it does not violate these Terms or any law or third-party right.

6. Acceptable Use

You agree not to:

- Break the law or infringe others' rights, including privacy and intellectual property rights.
 - Post recognizable photographs of any person. BioLog is for images of wildlife, plants, and fungi; do not upload photos in which people are identifiable.
 - Post content that is harmful, harassing, hateful, threatening, sexually explicit, or deceptive, or that is otherwise objectionable.
 - Misrepresent sighting locations in ways that could endanger protected or sensitive species.
 - Attempt to disrupt, reverse-engineer, or gain unauthorized access to the Service.
 - Use the Service to collect others' data without consent, to send spam, or to impersonate others.
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7. Community, Content, and Moderation

You are responsible for content you post. We do not pre-screen all content and are not responsible for content or conduct of other users. We do not tolerate objectionable content or abusive behavior, and we provide tools so the community can help keep BioLog safe:

- **Report** — any user can report content or a user that violates these Terms.
- **Block** — any user can block another user to stop interactions and hide that user's content.
- **Enforcement** — we may remove content and suspend or permanently ban users. We aim to review reports of objectionable content and remove violating content, and eject the responsible user where appropriate, within 48 hours of a report.

There is no obligation for us to monitor content, but we reserve the right to do so and to take action at our discretion to protect users and comply with law and applicable app-store requirements.

8. Intellectual Property

The Service — including its software, design, and trademarks (BioLog, Terrastation) — is owned by Terrastation and protected by law. These Terms do not grant you rights in our branding except as needed to use the Service. Open-source components are acknowledged in the app under Settings → About → Acknowledgments.

9. Copyright Complaints (DMCA)

We respond to notices of alleged copyright infringement under the U.S. Digital Millennium Copyright Act. If you believe content on the Service infringes your copyright, send a notice to our designated agent that includes: your signature; identification of the copyrighted work; identification of the allegedly infringing material and its location; your contact information; a statement of good-faith belief that the use is unauthorized; and a statement, under penalty of perjury, that your notice is accurate and you are authorized to act. We will respond to valid notices and counter-notices as the DMCA provides, and we will terminate repeat infringers in appropriate circumstances.

DMCA Takedown Request Contact Information:

Terrastation SBC
428 Minnesota St, Suite 500
St. Paul, MN 55101
USA
Email: support@terrastation.io

10. Third-party Services

The Service relies on third parties, including Supabase, Render, Sentry, and Apple. Your use may also be subject to their terms, and we are not responsible for third-party services.

11. Apple App Store Terms

These Terms are between you and Terrastation only, not with Apple, and Apple is not responsible for the Service or its content. The following apply to the app obtained through the Apple App Store:

- Your license to use the app is limited to use on Apple-branded devices that you own or control, as permitted by the App Store Terms of Service.
- Apple has no obligation to provide maintenance or support for the app; support requests should be directed to Terrastation at the contact below.

- To the maximum extent permitted by law, Apple has no warranty obligation for the app. If the app fails to conform to any applicable warranty, you may notify Apple, and Apple may refund the purchase price (if any); otherwise Apple has no other warranty obligation.
- Terrastation, not Apple, is responsible for addressing any claims relating to the app, including product-liability, legal or regulatory non-conformance, and consumer-protection claims.
- Terrastation, not Apple, is responsible for investigating and resolving any third-party claim that the app infringes intellectual property rights.
- You represent that you are not located in an embargoed country or on a prohibited-party list, and that you will comply with applicable third-party terms when using the app.
- Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against you.

12. DISCLAIMERS

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW. SPECIES IDENTIFICATIONS, AI SUGGESTIONS, MAPS, AND LOCATION DATA MAY BE INACCURATE; DO NOT RELY ON THEM FOR SAFETY-CRITICAL, LEGAL, NAVIGATIONAL, OR SCIENTIFIC DECISIONS WITHOUT INDEPENDENT VERIFICATION. SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY EXCLUSIONS, SO SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TERRASTATION WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR DATA. OUR TOTAL LIABILITY FOR ANY CLAIM RELATING TO THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID US IN THE 12 MONTHS BEFORE THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO PARTS OF THIS SECTION MAY NOT APPLY TO YOU, AND NOTHING IN THESE TERMS LIMITS LIABILITY THAT CANNOT BE LIMITED BY LAW.

14. INDEMNIFICATION

TO THE EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY AND HOLD TERRASTATION HARMLESS FROM CLAIMS ARISING OUT OF YOUR CONTENT OR YOUR MISUSE OF THE SERVICE OR VIOLATION OF THESE TERMS. THIS DOES NOT APPLY WHERE PROHIBITED BY LAW, INCLUDING FOR MANY CONSUMERS.

15. Dispute Resolution

15.1 Negotiation

Before starting a formal proceeding, you and Terrastation agree to try to resolve any dispute by contacting each other and negotiating in good faith for at least 30 days after written notice of the dispute.

15.2 Mediation

If the dispute is not resolved through Negotiation, the parties agree to submit it to non-binding mediation before a mutually agreed mediator in the State of Minnesota, with the parties sharing the mediator's fees equally, before commencing arbitration.

15.3 Binding arbitration

If Mediation does not resolve the dispute, it will be resolved by final and binding individual arbitration, administered by AAA under its Consumer Arbitration Rules, rather than in court, except as provided below. Judgment on the award may be entered in any court of competent jurisdiction. The arbitration will take place in Hennepin County, Minnesota.

15.4 Exceptions

Either party may bring an individual claim in small-claims court, and either party may seek injunctive or equitable relief in court to protect intellectual property or stop unauthorized access or misuse of the Service.

15.5 Class-action waiver

To the extent permitted by law, disputes will be arbitrated only on an individual basis, and not as a class, collective, or representative action.

15.6 Consumers outside the U.S.

If you are a consumer in the EU, the UK, or another jurisdiction whose law gives you the right to bring claims in your local courts or bars mandatory arbitration, this Section applies only to the extent permitted by that law, and your mandatory local rights are not affected.

16. Governing law

These Terms are governed by the laws of the State of Minnesota, without regard to its conflict-of-laws rules. Subject to Section 15, the state and federal courts located in Hennepin County, Minnesota will have jurisdiction, except where applicable consumer law gives you the right to your local courts.

17. Termination

You may stop using the Service and delete your account at any time through the in-app account-deletion option. We may suspend or terminate your access for violations of these Terms, to protect users or the Service, or to comply with law. Sections that by their nature should survive termination will survive.

18. Changes to these Terms

We may update these Terms from time to time. Material changes will be posted here with a new “last updated” date and, where appropriate, additional notice in the app. Your continued use after changes take effect means you accept the updated Terms.

19. General

These Terms, together with the Privacy Policy, are the entire agreement between you and Terrastation regarding the Service. If any provision is held unenforceable, the rest remain in effect. Our failure to enforce a provision is not a waiver. You may not assign these Terms; we may assign them to an affiliate or in connection with a merger, acquisition, or asset sale. We are not liable for delays or failures caused by events beyond our reasonable control.

20. Contact

Terrastation SBC
428 Minnesota St, Suite 500
St. Paul, MN 55101
USA
Email: support@terrastation.io