



BioLog — Terms of Service

Terrastation SBC, a Minnesota specific benefit corporation · Last updated: September 28, 2026 · Version 1.2

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 using the Service you agree to these Terms and to our [Privacy Policy](#). If you do not agree, do not use the Service.

Please read Section 15 (Dispute Resolution) carefully — it requires most disputes to be resolved through mediation and individual binding arbitration.

1. Eligibility and age

You must be at least 13 years old to use the Service. Eligibility is verified at sign-up through an age-eligibility signal; if it does not confirm you are 13 or older, an account cannot be created. 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. We do not permit accounts for children under 13.

2. Your Account

You are responsible for your credentials and for activity under your account. Provide accurate information, keep your password secure, and notify us of any unauthorized use. You must verify your email address before using a new account, and an unverified account cannot post publicly or connect with other users. Do not share your account or create one for someone else.

3. The Service

BioLog is an educational tool for recording wildlife, plant, and fungi sightings, viewing them on a map, using AI species identification, and connecting with other users to see one another's sightings.

4. License To Use The App

Subject to these Terms, we grant you a personal, limited, non-exclusive, non-transferable, revocable license to 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 your sightings, photos, and notes ("Your Content"). When you make content public, you grant Terrastation a non-exclusive, worldwide, royalty-free license to host, store, reproduce, and display it solely to operate the Service. Private content is not shared in this way. When you use AI species identification, you also permit us to send the photo and the details described in our Privacy Policy to our AI provider for that purpose, including for a private sighting. You represent that you own or have the 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.
 - Post content that is harmful, harassing, hateful, threatening, sexually explicit, deceptive, or 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.
-

7. Community, Content, And Moderation

You are responsible for content you post. We do not pre-screen all content and are not responsible for other users' content or conduct. We provide safety tools:

- 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, and we aim to act on reports of objectionable content within 24 hours.

We may scan content, including public photos, for illegal material and Terms violations, and we report apparent child sexual abuse material to NCMEC and law enforcement as required by law. We have no obligation to monitor but may do so to protect users and comply with law and app-store requirements.

8. Intellectual Property

The Service — including its software, design, and trademarks (BioLog, Terrastation) — is owned by Terrastation and protected by law. 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 DMCA. Send a compliant notice to our designated agent (identification of the work and the allegedly infringing material and its location, your contact information, the required good-faith and accuracy statements, and your signature). We honor valid notices and counter-notices and terminate repeat infringers in appropriate circumstances.

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

10. Third-party Services

The Service relies on third parties, including Supabase, Render, Resend, Sentry, Anthropic, 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 Apple, and Apple is not responsible for the Service. For the app obtained through the Apple App Store:

- Your license is limited to Apple-branded devices you own or control, as permitted by the App Store Terms.
- Apple has no obligation to provide maintenance or support; contact Terrastation for support.
- To the maximum extent permitted by law, Apple has no warranty obligation; if the app fails to conform to a warranty, you may notify Apple, which may refund the purchase price (if any).

- Terrastation, not Apple, is responsible for product, legal, regulatory, and consumer-protection claims relating to the app, and for addressing third-party intellectual-property claims.
- You represent you are not in an embargoed country or on a prohibited-party list, and will comply with applicable third-party terms.
- Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them.

12. DISCLAIMERS AND ASSUMPTION OF RISK

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW.

SPECIES IDENTIFICATIONS AND AI SUGGESTIONS MAY BE INACCURATE AND MUST NOT BE RELIED ON FOR SAFETY-CRITICAL DECISIONS — INCLUDING FORAGING, MEDICAL, OR ANY DECISION ABOUT WHETHER A PLANT, FUNGUS, OR ANIMAL IS SAFE TO TOUCH, HARVEST, OR CONSUME — WITHOUT INDEPENDENT VERIFICATION BY A QUALIFIED EXPERT. MAPS AND LOCATION DATA MAY ALSO BE INACCURATE. THE APP ALSO DISPLAYS A CAUTION AT THE POINT OF IDENTIFICATION.

COLLECTING, HARVESTING, DISTURBING, OR REMOVING PLANTS, FUNGI, OR WILDLIFE, AND ACCESSING CERTAIN LANDS, MAY BE REGULATED OR PROHIBITED BY LAW WHERE YOU ARE. YOU ARE SOLELY RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL APPLICABLE LAWS, PERMITS, AND PROTECTED-AREA AND PROTECTED-SPECIES RULES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TERRASTATION DISCLAIMS ALL RESPONSIBILITY AND LIABILITY — CIVIL OR CRIMINAL — ARISING FROM YOUR COLLECTION, HARVESTING, OR DISTURBANCE OF ANY SPECIES, FROM YOUR ENTRY ONTO ANY LAND, OR FROM YOUR RELIANCE ON ANY IDENTIFICATION OR LOCATION INFORMATION PROVIDED THROUGH THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY EXCLUSIONS, SO SOME OF THESE 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 LOST PROFITS OR DATA. OUR TOTAL LIABILITY FOR ANY CLAIM 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, AND NOTHING HERE 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 — Mediation And Binding Arbitration

15.1 Informal Resolution First

Before a formal proceeding, you and Terrastation agree to attempt to resolve any dispute informally, negotiating in good faith for at least 30 days after written notice.

15.2 Mediation

If not resolved informally, the parties will submit the dispute to non-binding mediation before a mutually agreed mediator in Ramsey County, Minnesota, 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 the American Arbitration Association under its Consumer Arbitration Rules, rather than in court, except as below. Judgment on the award may be entered in any court of competent jurisdiction. The arbitration will take place in Ramsey County, Minnesota or by videoconference.

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.

15.5 Class-Action Waiver And Opt-Out

To the extent permitted by law, disputes will be arbitrated only on an individual basis, not as a class, collective, or representative action. You may opt out of this arbitration agreement by written notice to us within 30 days of first accepting these Terms.

15.6 Consumers Outside The U.S.

If your local law gives you the right to bring claims in local courts or bars mandatory arbitration, this Section applies only to the extent permitted by that law, and your mandatory rights are unaffected.

16. Governing law

These Terms are governed by Minnesota law, without regard to conflict-of-laws rules. Subject to Section 15, the state and federal courts located in Ramsey County, Minnesota have jurisdiction, except where 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, which permanently removes your account and content. We may suspend or terminate access for violations, to protect users or the Service, or to comply with law. Provisions that should survive termination will survive.

18. Changes; General

We may update these Terms; material changes will be posted with a new “last updated” date. These Terms with the Privacy Policy are the entire agreement regarding the Service. If a provision is unenforceable, the rest remain in effect. Our failure to enforce is not a waiver. You may not assign these Terms; we may assign to an affiliate or in a merger, acquisition, or asset sale. We are not liable for delays or failures beyond our reasonable control.

19. Contact

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