

Website Terms of Service

Effective date: October 26, 2026

1. Agreement to Terms

These Terms of Service (the “**Terms**”) are a legally binding agreement between you and Caldera PBC, a Delaware public benefit corporation (“Caldera,” “we,” “us,” or “our”). By accessing our website at calderapbc.com (the “**Site**”), you agree to be bound by these Terms. If you use the Site on behalf of an organization, you agree to these Terms on its behalf and confirm that you have the authority to do so.

These Terms govern your use of the Site and any informational content provided through it. Your use of Caldera’s software products is governed by Caldera’s [Customer Terms of Service](#) or a separate written agreement with Caldera, which control in the event of any conflict with these Terms.

Nothing on the Site constitutes a binding offer to provide products or services. All product subscriptions are subject to mutual agreement on scope, pricing, and other terms documented in a separate written agreement.

2. Use of the Site

You agree that you will not:

- Use the Site in any manner that could disable, overburden, or impair its functionality, including through automated scraping, crawling, or data extraction beyond what is permitted by our robots.txt file
- Attempt to gain unauthorized access to any systems or networks connected to the Site
- Use the Site to transmit any malicious code, or to conduct any activity that violates applicable local, state, federal, or international law
- Misrepresent your identity or affiliation when submitting inquiries through the Site

We may restrict or terminate access to the Site for any user who violates these Terms, and we may change, suspend, or discontinue any part of the Site at any time.

3. Intellectual Property

All content on the Site—including text, graphics, logos, page layouts, and software—is the property of Caldera PBC or its licensors and is protected under United States and international copyright, trademark, and other intellectual property laws. You may not reproduce, distribute, modify, or create derivative works from any Site content without our prior written consent.

The Caldera name, logo, and all related marks are trademarks of Caldera PBC. Nothing in these Terms grants you any right or license to use our trademarks.

Intellectual property rights related to Caldera’s software products are governed by the Customer Terms of Service or the separate written agreement described in Section 1 (Agreement to Terms).

4. Submissions and Communications

When you submit information through a form on the Site or otherwise communicate with us through the Site, you represent that the information you provide is accurate and that you are authorized to share it. We will handle any personal information you submit in accordance with our [Privacy Policy](#).

Please do not submit any classified, controlled unclassified, or otherwise restricted government information through a form on the Site. If your inquiry involves sensitive information, contact us directly to establish an appropriate communication channel.

If you send us ideas, suggestions, or other feedback about the Site or our products, we may use it without restriction or obligation to you.

You agree that we may send you notices and other communications about these Terms electronically, by email or by posting them on the Site, and that electronic communications satisfy any requirement that they be in writing.

5. Disclaimers

THE SITE AND ITS CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. CALDERA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR UNINTERRUPTED AVAILABILITY.

Informational content on the Site, including descriptions of our services and capabilities, is provided for general informational purposes only and does not constitute professional advice. Any reliance on such content is at your own risk.

6. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CALDERA PBC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, DATA, USE, OR GOODWILL, ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SITE, REGARDLESS OF THE THEORY OF LIABILITY.

IN NO EVENT SHALL CALDERA'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE SITE EXCEED ONE HUNDRED DOLLARS (\$100). THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

Liability arising under the Customer Terms of Service or a separate written agreement with Caldera is governed solely by the terms of that agreement.

7. Indemnification

You agree to indemnify, defend, and hold harmless Caldera PBC and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to your violation of these Terms or your misuse of the Site.

8. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions. Any dispute arising out of or relating to these Terms shall be resolved exclusively in the state or federal courts located in Santa Clara County, California, and you consent to the personal jurisdiction of such courts.

9. Government Users

If you use the Site in your official capacity for a U.S. federal, state, local, or tribal government entity, Section 7 (Indemnification) does not apply to you or that entity, and Section 8 (Governing Law and Dispute Resolution) applies only to the extent the laws governing that entity permit. If you use the Site for a U.S. federal agency, these Terms are governed by the federal law of the United States.

10. Accessibility

We design the Site to conform to the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. If you have trouble using any part of the Site, or have suggestions for making it more accessible, please contact us at accessibility@calderapbc.com.

11. Changes to These Terms

We may revise these Terms by posting a new version on this page with the date it takes effect. A new version applies to your use of the Site from that date. Earlier versions remain available on this page.

12. General

These Terms, together with the Privacy Policy, are the entire agreement between you and Caldera regarding your use of the Site. If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable. Our failure to enforce any provision is not a waiver of it. You may not assign these Terms without our prior written consent; we may assign them in connection with a merger, acquisition, or sale of our business.

13. Contact

Questions regarding these Terms should be directed to legal@calderapbc.com.