

## 1. Acceptance of Terms

By accessing or using KerfLab ("the Service"), you agree to be bound by these terms of service ("Terms"). If you disagree with any part of the terms, you may not access and use the Service.

KerfLab is a product by Karotte CommV, with its registered office at 2600 Antwerp, Mercuriusstraat 12, and registered in the Crossroads Bank for Enterprises under number 1008.742.986 and operating under the commercial name "KerfLab".

## 2. Description of Service

KerfLab is a web-based application that assists users in designing cabinet panels and generating G-code for CNC operations.

"G-code" (Geometric Code) is the standard programming language used to control automated machine tools like CNC machines and 3D printers. It instructs machines on where to move, how fast to travel, and what paths to follow using cartesian coordinates.

"CNC operations" refers to the automated, computer-controlled, and precise machining processes used in manufacturing to cut, shape, or finish materials (metals, plastics, wood) using tools like mills, lathes, and routers.

The Service includes:

- Cabinet and panel design tools;
- Sheet layout optimization;
- G-code generation for CNC machines;
- Project storage and management.

## 3. G-Code and CNC operations disclaimer & Limitation of Liability

### 3.1. No Warranty of G-Code Accuracy.

The G-code generated by KerfLab is provided "AS IS" and "AS AVAILABLE" without warranties of any kind, either express or implied. We do not warrant that:

- The G-code will be error-free;
- The G-code will be suitable for your specific machine;
- The cutting operations will produce the desired results;
- The toolpaths will be safe for your equipment or materials.

### 3.2. User Responsibility.

You are solely responsible for:

- Verifying all G-code before running it on your CNC machine or equipment;
- Ensuring your machine is properly configured and calibrated;
- Using appropriate feeds, speeds, and cutting parameters;
- Taking all necessary safety precautions when operating CNC equipment;
- Supervising all CNC operations.

### 3.3. Assumption of Risk.

**Commented [NW1]:** Volgend stuk op de website zou ik ook zeker behouden, wegens goed:

#### Your Responsibility

1. **Always verify G-code before running it.** KerfLab generates toolpaths based on your inputs, but you must check that they're safe for your specific machine, material, and setup.
2. **You know your machine better than we do.** Feed rates, spindle speeds, and cutting depths that work on one CNC may be dangerous on another. Adjust settings accordingly.
3. **Test cuts are your friend.** Run new programs in air first, or on scrap material, before committing to expensive stock.
4. **We can't predict everything.** Material inconsistencies, machine calibration issues, firmware bugs, or worn tooling can all cause problems that no software can anticipate.

#### What We Promise

- We'll do our best to generate correct, safe G-code based on your inputs
- We'll fix bugs when we find them
- We won't sell your data or project files to third parties
- Your designs remain yours

#### What We Don't Promise

- That G-code will work perfectly on every machine
- That you won't damage material, tooling, or your machine
- That the service will be available 100% of the time
- That our nesting algorithms will always find the optimal solution

**If you're not comfortable taking responsibility for verifying G-code, this software isn't for you.**

**Commented [NW2]:** Ik zou deze in de mate van het mogelijke ook aanbieden in een digitale flow waarbij de gebruiker (voordat ie een licentie krijgt) een checkbox moet aanvinken dat hij er uitdrukkelijk mee akkoord gaat.

CNC operations are inherently dangerous. By using Kerflab, you acknowledge and accept the risks involved, including but not limited to:

- Damage to your CNC machine;
- Damage to tooling (bits, collets, spindles);
- Damage to workpiece material;
- Damage to fixtures, spoilboards, and work-holding devices;
- Personal injury;
- Property damage;
- Fire hazards.

#### **3.4. Limitation of liability.**

Kerflab explicitly disclaims any and all liability for the damages described in 3.3. above if and to the extent allowed by applicable law.

Furthermore, Kerflab will not be liable to you or any other party for any indirect or consequential economic losses or damages, including, but not limited to, loss of profits, loss of revenue, loss of data, or loss of goodwill, howsoever arising out of or in connection with the performance of the Service.

To the full extent permitted by applicable law, Kerflab's total liability for direct damages in respect of these Terms will not exceed the amount paid to Kerflab in the 12 month period preceding the claim.

Unless in case of damages resulting from an infringement of physical or psychological integrity or damages due to an intentional fault, Kerflab, its director(s), or its employee(s) can never be held liable extra-contractually for damages arising from the infringement of a contractual obligation which also constitutes an extra-contractual fault.

#### **3.5. Indemnification.**

You agree to indemnify and hold harmless Kerflab from any claims, damages, losses, or expenses (including legal fees) arising from your use of G-code generated by the Service.

### **4. User Accounts**

#### **4.1. Account Creation.**

You may use the Service as a guest or create an account. When creating an account, you must provide accurate and complete information.

#### **4.2. Account Security.**

You are responsible for maintaining the security of your account and password. Kerflab cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

#### **4.3. Guest Accounts.**

Guest accounts are provided for evaluation purposes. We may delete guest account data at any time without notice.

### **5. Subscription and Payment**

#### **5.1. Free Tier.**

The free tier provides limited functionality as described on our pricing page. Free tier limitations may change at any time.

## 5.2. Paid Subscriptions.

Paid subscriptions are billed monthly or annually as selected at purchase. Subscriptions auto-renew unless cancelled. No paid subscriptions shall be refunded.

## 5.3. No Right of Withdrawal.

By purchasing this digital content/service, you expressly agree that performance of the contract begins immediately and that the user's 14-day right of withdrawal is lost once the access to the Service has started.

## 5.4. Price Changes.

We may change subscription prices with 30 days notice. Price changes don't affect current subscription periods.

## 6. Intellectual Property

**6.1. Your Content.** You retain all rights to your designs, panel configurations, and project data. By using the Service, you grant us a limited license to store and process your content solely for providing the Service.

## 6.2. Our Content.

The Service, including its design, code, algorithms, and documentation, is owned by KerfLab and protected by intellectual property rights.

## 6.3. G-Code Output.

G-code generated by the Service is derived from your inputs and belongs to you. However, the algorithms and methods used to generate it remain our intellectual property.

## 7. Acceptable Use

You agree not to:

- Interfere with or disrupt the Service;
- Access the Service through automated means (bots, scrapers) without permission;
- Share your account credentials with others;
- Work around any technical limitations in the Service;
- Hack or modify the Service;
- De-compile or reverse engineer (part of) the Service;
- Use the Service for any purpose that is unlawful or prohibited by these Terms.

## 8. Service Availability

**8.1. Uptime.** We strive for availability in accordance with industry practice but do not guarantee uninterrupted service. The Service may be temporarily unavailable for maintenance, updates, or due to circumstances beyond our control. The Service is provided on a *best-efforts* basis.

**8.2. Data Backup.** While we maintain backups, you are responsible for maintaining your own copies of critical project data.

**8.3. Service Changes.** We may modify, suspend, or discontinue any part of the Service at any time. We'll provide reasonable notice for significant changes.

## 9. Termination

**Commented [NW3]:** Evenzeer aan de digitale flow toe te voegen:

*By purchasing this digital content/service, the user expressly agrees that performance of the contract begins immediately and that the user's 14-day right of withdrawal is lost once the access to the Service has started. You acknowledge that you have read this agreement and that by clicking 'Buy Now' / 'Start Subscription', you lose your right to withdraw from this purchase.*

Bovendien moet je de consument klant binnen een redelijke termijn na het sluiten van de overeenkomst een bevestiging van de overeenkomst, met inbegrip van deze Terms, verstrekken via een duurzame drager (bijvoorbeeld per e-mail).

Een vooraf aangevinkt vakje waarin wordt vermeld dat de gebruiker instemt met het verlies van het herroepingsrecht, is niet voldoende.

**Commented [NW4]:** Er wordt niks "getraind" met de klant input?

**Commented [NW5]:** Opgelet hiermee tijdens een betaalde periode van 1 jaar...

**9.1. By You.** You may terminate your account at any time by contacting us or using the account deletion feature. No refunds will apply.

**9.2. By Us.** We may terminate or suspend your account for violation of these Terms.

**9.3. Effect of Termination.** Upon termination, your right to use the Service ceases. We may delete your data after a retention period of 30 days.

Commented [NW6]: Een "reasonable period" gaat voor discussie zorgen...

#### 10. Governing Law & Competent Court

These Terms shall be governed by and construed in accordance with the laws of Belgium, without regard to its conflict of law provisions. Each of the parties hereto consents to the exclusive jurisdiction and venue of the courts of Antwerp, division Antwerp.

#### 11. Changes to Terms

We may revise these Terms at any time. Material changes will be notified via email or prominent notice on the Service. Continued use after changes constitutes acceptance of the new Terms.

Commented [NW7]: Twijfelachtig of dit stand houdt...

#### 12. Contact

For questions about these Terms, contact us at:

- Email: [legal@kerflab.com](mailto:legal@kerflab.com)