

# TERMS OF SERVICE

Effective Date: March 31, 2026

These Terms of Service govern your use of the Cape Metrics website at capemetrics.com (the "Site") and any related services or platforms (collectively, the "Platform"). By accessing the Site, you agree to these Terms and our Privacy Policy. If you do not agree to these Terms, please do not use the Site or Platform.

## 1. Who We Are

Cape Metrics LLC ("Cape Metrics," "we," "us," or "our") is a New York limited liability company providing professional software engineering, technical audit, fractional engineering, and related consulting services to businesses.

## 2. What These Terms Cover

These Terms of Service ("Terms") govern

- Your access to and use of our website at capemetrics.com and any subdomains (the "Site");
- Any subscription-based services, audit products, or platforms operated by Cape Metrics (collectively with the Site, the "Platform"); and
- Inquiries, waitlist sign-ups, and initial engagement activities conducted through the Site.

If you engage Cape Metrics for consulting, engineering, or fractional services under a signed agreement, those services are governed by our Master Services Agreement and applicable Statement of Work, which take precedence over these Terms with respect to those services. These Terms continue to apply to your use of the Site and Platform.

## 3. Acceptance of Terms

By accessing the Site, you confirm that:

- You have read and agree to these Terms and our Privacy Policy;
- You are at least 18 years old and have the legal capacity to enter into a binding agreement;
- If you are acting on behalf of a business, you have authority to bind that business to these Terms; and
- You are not located in a jurisdiction where use of our services is prohibited by law.

## **4. Our Services**

### **4.1 What We Offer**

Cape Metrics provides the following categories of services to business clients, including without limitation:

- Technical auditing to surface performance bottlenecks, cost inefficiencies, observability gaps, security vulnerabilities, and UX/DX issues;
- Technical strategy partnership and full-stack engineering across the product lifecycle;
- Architecture, technical leadership, DevOps, infrastructure, QA consulting, and product testing; and
- Recurring technical monitoring and reporting services.

### **4.2 Business Clients Only**

Cape Metrics provides services exclusively to businesses and professionals. You represent that you are acting for business purposes and not as a consumer.

### **4.3 No Guarantee of Availability**

Cape Metrics reserves the right to modify, suspend, or discontinue any service or feature of the Site or Platform at any time, with or without notice. We are not liable to you or any third party for any modification, suspension, or discontinuation of services.

## **5. Accounts and Registration**

### **5.1 Account Creation**

Certain features of the Platform may require you to create an account. When you register, you agree to provide accurate, current, and complete information and to keep it updated. You are responsible for all activities that occur under your account.

### **5.2 Account Security**

You are responsible for maintaining the security of your account credentials. You must not share your credentials with any third party. You agree to notify us immediately at [support@capemetrics.com](mailto:support@capemetrics.com) if you suspect any unauthorized access to your account. Cape Metrics is not liable for any loss arising from unauthorized use of your account where you have failed to maintain credential security.

### **5.3 Account Termination**

We may suspend or terminate your account at any time if we believe you have violated these Terms, engaged in fraudulent or harmful activity, or if required by law. You may close your account at any time by contacting [support@capemetrics.com](mailto:support@capemetrics.com).

## **6. Waitlist and Marketing Communications**

If you submit your contact information through our waitlist form or contact form, you agree that Cape Metrics may contact you regarding our services, updates, and announcements. You may opt out of marketing communications at any time by following the unsubscribe instructions in any email or by contacting [support@capemetrics.com](mailto:support@capemetrics.com). Transactional and account-related communications are not subject to opt-out.

## **7. Acceptable Use**

### **7.1 Permitted Use**

You may use the Site and Platform for lawful business purposes consistent with these Terms.

### **7.2 Prohibited Conduct**

You agree not to:

- Use the Site or Platform to develop or train competing products or services
- Use the Site or Platform in any way that violates applicable federal, state, local, or international law or regulation;
- Attempt to gain unauthorized access to any part of the Site, Platform, or Cape Metrics's systems or networks;
- Use automated tools, scrapers, bots, or crawlers to extract data from the Site without our prior written consent;
- Transmit any viruses, malware, or other harmful code through the Site or Platform;
- Impersonate Cape Metrics, its personnel, or any other person or entity;
- Use the Site or Platform to send unsolicited communications, spam, or phishing messages;
- Interfere with or disrupt the integrity or performance of the Site, Platform, or related infrastructure;
- Attempt to reverse engineer, decompile, or disassemble any software underlying the Site or Platform;
- Use Cape Metrics's name, logo, or branding without prior written consent.

Cape Metrics reserves the right to investigate and take appropriate action, including legal action, against anyone who violates these provisions.

## **8. Intellectual Property**

### **8.1 Cape Metrics's Content**

The Site and Platform, including all content, design, text, graphics, logos, software, and other materials ("Cape Metrics Content"), are owned by or licensed to Cape Metrics and are protected by copyright, trademark, and other intellectual property laws. Nothing in these Terms grants you any right, title, or interest in Cape Metrics Content except the limited right to access and use the Site and Platform as expressly permitted herein. Except as expressly stated, no rights or licenses are granted.

### **8.2 Restricted Use**

You may not copy, reproduce, distribute, modify, create derivative works of, publicly display, or exploit any Cape Metrics Content without our prior written consent, except as expressly permitted by law or these Terms. You may share links to the Site and reference Cape Metrics's publicly available materials for legitimate business purposes.

### **8.3 Feedback**

If you submit feedback, suggestions, or ideas about the Site, Platform, or our services, you grant Cape Metrics a non-exclusive, worldwide, royalty-free, perpetual license to use, incorporate, and exploit such feedback without restriction or compensation to you.

### **8.4 Your Content**

If you submit content through the Site or Platform (such as form submissions or account profile information), you represent that you own or have the right to submit such content and that it does not violate any third party's rights. You grant Cape Metrics a limited license to use such content solely to operate and improve the Site and Platform and to respond to your inquiries.

## **9. Third-Party Links and Services**

The Site may contain links to third-party websites, tools, or services. These links are provided for convenience only. Cape Metrics does not endorse, control, or assume responsibility for any third-party content, privacy practices, or services. Your use of any third-party website or service is at your own risk and subject to that party's own terms.

## 10. Disclaimers

Cape Metrics does not guarantee any specific technical, business, or financial outcome. The content on the Site, including any descriptions of services, case studies, or technical information, is provided for general informational purposes only and does not constitute professional engineering, legal, financial, or other professional advice. Engage Cape Metrics under a signed agreement for professional services.

THE SITE AND PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY LAW, CAPE METRICS DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

CAPE METRICS DOES NOT WARRANT THAT: (A) THE SITE OR PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE; (B) ANY DEFECTS WILL BE CORRECTED; (C) THE SITE OR PLATFORM IS FREE FROM VIRUSES OR HARMFUL COMPONENTS; OR (D) THE CONTENT ON THE SITE IS ACCURATE, COMPLETE, OR UP TO DATE.

## 11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CAPE METRICS, ITS MEMBERS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE THE SITE OR PLATFORM, INCLUDING LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITIES, EVEN IF CAPE METRICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CAPE METRICS'S TOTAL AGGREGATE LIABILITY TO YOU FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE OR PLATFORM WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

Some jurisdictions do not allow the exclusion or limitation of certain damages. In such jurisdictions, our liability will be limited to the maximum extent permitted by law. Nothing in these Terms limits Cape Metrics's liability for fraud, gross negligence, or willful misconduct, or for any liability that cannot be excluded or limited under applicable law.

## 12. Indemnification

You agree to defend, indemnify, and hold harmless Cape Metrics and its members, officers, employees, and agents from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your use of the Site or Platform in violation of these Terms; (b) your violation of any applicable law or third-party right; or (c) any content you submit through the Site or Platform.

### **13. Privacy**

Your use of the Site and Platform is subject to our Privacy Policy, which is incorporated into these Terms by reference. By using the Site or Platform, you consent to the collection and use of your information as described in the Privacy Policy. The Privacy Policy is available at [capemetrics.com/privacy](https://capemetrics.com/privacy).

### **14. Cookies and Tracking**

The Site uses session cookies and analytics tools to support authentication and to understand how visitors use the Site. A cookie notice is displayed on your first visit. By continuing to use the Site after dismissing the notice, you consent to the use of cookies as described in our Privacy Policy. You can control cookie settings through your browser, though disabling certain cookies may affect Site functionality.

### **15. Changes to These Terms**

Cape Metrics may update these Terms from time to time. When we make material changes, we will update the effective date at the top of this page and, where appropriate, notify registered users by email. Your continued use of the Site or Platform after any changes take effect constitutes your acceptance of the updated Terms. If you do not agree to the updated Terms, you must stop using the Site and Platform.

We encourage you to review these Terms periodically. The current version will always be available at [capemetrics.com/terms](https://capemetrics.com/terms).

### **16. Termination**

These Terms remain in effect for as long as you use the Site or Platform or maintain an account. Cape Metrics may terminate or suspend your access at any time, with or without cause, and with or without notice. Upon termination, your right to use the Site and Platform ceases immediately. Sections 8, 10, 11, 12, 17, and 18 survive termination.

### **17. Governing Law and Dispute Resolution**

These Terms are governed by and construed in accordance with the laws of the State of New York, without regard to its conflict-of-laws principles.

Any dispute arising out of or relating to these Terms or your use of the Site or Platform will be resolved through binding arbitration in New York, New York, in accordance with JAMS rules, before a single arbitrator. Judgment on the award may be entered in any court of competent jurisdiction. The arbitration will be conducted on an individual basis only. YOU AND CAPE METRICS EACH WAIVE THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent actual or threatened infringement of intellectual property rights or unauthorized use of confidential information.

For any permitted court proceedings, you consent to the exclusive jurisdiction of the state and federal courts located in New York County, New York.

## **18. General Provisions**

These Terms, together with our Privacy Policy and any applicable agreements, constitute the entire agreement between you and Cape Metrics regarding your use of the Site and Platform. If any provision is found unenforceable, the remaining provisions will remain in effect. Cape Metrics's failure to enforce any provision is not a waiver of its rights. You may not assign these Terms without our consent, but we may assign them in connection with a merger, acquisition, or sale of assets. These Terms do not create any third-party beneficiary rights. Cape Metrics is not liable for delays or failures caused by events beyond its reasonable control.

## **19. Contact Us**

If you have any questions about these Terms, please contact us:

Cape Metrics LLC  
539 Atlantic Avenue #170081  
Brooklyn, NY 11217  
United States

[support@capemetrics.com](mailto:support@capemetrics.com)