

Terms and Conditions for Find My Cones Last Updated: March 4, 2026

These Terms and Conditions ("Terms") govern your access to and use of the Find My Cones web and mobile application and related services ("App" or "Service"), operated by **Fab44, Inc.**, doing business as **Find My Cones** ("we," "us," or "our"), based in **Grand Rapids, Michigan, USA**.

By accessing, registering for, or using the Service (including creating an account or subscribing), you agree to these Terms. If you do not agree, do not use the Service.

1. The Service

Find My Cones is a GPS-based tracking tool that enables users to mark, photograph, note, and locate construction assets (such as cones, rollers, tools, equipment, and more) on job sites via a map interface. The Service is provided "as is" and "as available," without warranties of any kind, express or implied.

2. Free Uses (Limited Free Tier)

- New users receive **10 free uses** (e.g., 10 asset markings/tracks or equivalent limited functionality) at no charge and without requiring payment information or a credit card.
- This free tier allows you to test the Service before committing to a paid subscription.
- Once the 10 free uses are exhausted, access to core tracking and mapping features will be restricted until you subscribe to a paid plan.
- Free uses are limited to one per account/email/device (we reserve the right to restrict or terminate multiple free trials per person to prevent abuse).

3. Paid Subscriptions

- To continue full access after exhausting the free uses, you must subscribe to one of the following plans, with pricing and details available on our website at findmycones.com/pricing (or the Pricing section):
 - **Monthly Subscription:** Billed monthly in advance at the rate shown on the Pricing page.
 - **Annual Subscription:** Billed annually in advance at a discounted rate (as shown on the Pricing page, e.g., equivalent to several months free compared to monthly billing).
- All subscriptions are processed securely through **Stripe**. We do not store your payment details—Stripe handles billing.

- No credit card or payment information is required until you choose to upgrade from the free uses and subscribe.
- Subscriptions auto-renew at the end of each billing period (monthly or annually) unless canceled.
- Prices are listed on our Pricing page and may be updated from time to time. We will provide reasonable notice (e.g., via email or in-app notification) of any price increases, with changes effective on your next renewal.
- Taxes may apply depending on your location and will be added at checkout if required.

4. Cancellation and No Refunds Policy

- **Monthly Subscription:** You may cancel at any time through your account settings on the website or by contacting support@findmycones.com. Cancellation prevents auto-renewal and takes effect at the end of the current paid billing period. You retain full access until the end of that period. No partial-month refunds or credits are provided.
- **Annual Subscription:** This is a 12-month commitment paid in full upfront at the discounted rate shown on the Pricing page.
 - **Within the first 14 days:** If you contact support@findmycones.com and request a refund within 14 days of your initial payment (for buyer's remorse, dissatisfaction, or any reason), we will:
 - Charge (or retain) the standard monthly rate for the first month of service.
 - Refund the difference between what you paid upfront for the annual plan and the cost of one full month at the regular monthly rate.
 - Convert your subscription to a standard monthly plan going forward (with no further annual commitment).
 - Process the refund to your original payment method via Stripe within a reasonable time.
 - **After 14 days:** No prorated refunds, partial refunds, credits, or early termination refunds are available for any reason. Access continues for the full 12-month term even if you cancel early.
- **General No Refunds:** All payments and subscription fees are non-refundable except as explicitly described above or as required by applicable law.

- **Technical Issues:** We may, at our sole discretion, issue a refund (full or partial) if a verifiable technical issue prevents meaningful use of the Service.
- Since payments are processed via Stripe, approved refunds will be handled directly by us and processed to your original payment method via Stripe.

5. Account Responsibilities

- You must be at least 18 years old (or have legal guardian consent) to create an account or subscribe.
- You are solely responsible for maintaining the security of your account credentials and for all activities under your account.
- We may suspend or terminate accounts for violations of these Terms, fraud, abuse, non-payment, or at our discretion.

6. Privacy and Data

Your use of the Service (including location data, photos, notes, and account information) is governed by our Privacy Policy, available at findmycones.com/privacy. We use reasonable security measures but cannot guarantee absolute security against unauthorized access.

7. Limitation of Liability

To the fullest extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential, or punitive damages (including lost profits, data loss, business interruption, or loss of goodwill) arising from or related to the Service, even if advised of the possibility. Our total aggregate liability shall not exceed the total amount you paid us in the 12 months preceding any claim.

8. Changes to Terms

We may modify these Terms at any time. We will notify you of material changes (e.g., via email, in-app notice, or website posting). Your continued use after the effective date constitutes acceptance of the updated Terms.

9. Governing Law and Disputes

These Terms are governed by the laws of the State of Michigan, USA, without regard to conflict of laws principles. Any disputes shall be resolved exclusively in the state or federal courts located in Kent County, Michigan. You agree to submit to the personal jurisdiction of those courts.

10. Contact Us

For questions, support, cancellation requests, or refund inquiries: Email:
support@findmycones.com

Thank you for using Find My Cones. Let's keep your construction assets tracked and your business running smoothly!