

Terms of Service

Neobotics Foundation Inc.

Effective Date: 3/13/2026 **Last Updated:** 8/29/2026

These Terms of Service / Terms and Conditions of Sale (“Terms”) govern your purchase of the Neoracer and any related accessories, replacement parts, software, firmware, documentation, digital content, and services provided by Neobotics Foundation Inc. (“Neobotics,” “we,” “our,” or “us”) through our website, checkout flow, invoices, quotes, order forms, or other sales channels.

By placing an order for a Neoracer product, clicking to accept these Terms, or otherwise purchasing or using the product, you agree to be bound by these Terms.

If you do not agree, do not purchase, access, or use the product.

1. Eligibility and Authority

You represent and warrant that:

1. You are at least 18 years old, or you are purchasing under the supervision and approval of a parent, legal guardian, school, university, or other authorized institution.
2. If you are purchasing on behalf of a company, school, university, nonprofit, robotics team, or other entity, you have authority to bind that entity to these Terms.
3. You will use the product only in compliance with applicable law, these Terms, and all safety instructions, manuals, and warnings provided by Neobotics.

2. Product Description

The Neoracer is an autonomous vehicle kit intended for educational, research, prototyping, and recreational purposes, as described in our product materials. The product may include, depending on the configuration purchased:

- chassis, frame, wheels, and mechanical components;
- electronics, sensors, controllers, and wiring;
- firmware, embedded software, companion software, sample code, or APIs;
- assembly guides, safety materials, tutorials, and product documentation.

Product specifications, colors, contents, and features may change without notice unless expressly confirmed in a final written order acknowledgment from Neobotics.

Images, demonstrations, videos, and sample outputs are illustrative and may not exactly reflect the delivered product.

3. Educational / Experimental Nature; No Road Use

Unless expressly stated otherwise in writing by Neobotics, the Neoracer is:

- not a motor vehicle for public-road use;
- not certified for operation on public streets, highways, or sidewalks;
- not intended for use in any environment where failure could cause death, serious bodily injury, or significant property damage;
- not intended as a safety-critical, transportation, or consumer passenger product.

You agree not to use the Neoracer on public roads or in any prohibited or unsafe environment. You are solely responsible for choosing a safe operating environment, maintaining supervision, and complying with all local rules, facility rules, and event rules.

4. Account, Orders, and Acceptance

You may be required to provide accurate billing, shipping, tax, and contact information to place an order.

All orders are subject to acceptance by Neobotics. We may reject, limit, or cancel an order for reasons including suspected fraud, product availability, pricing error, export restrictions, safety concerns, or violation of these Terms.

A quote, shopping-cart page, or automated confirmation that an order was received does not constitute final acceptance. An order is accepted only when Neobotics issues written confirmation of shipment, invoice acceptance, or other express written acceptance.

5. Pricing, Payment, Taxes

Prices are listed in U.S. dollars unless otherwise stated.

You agree to pay:

- the purchase price;

- shipping and handling charges;
- applicable sales, use, value-added, import, customs, or similar taxes, duties, and governmental charges.

Unless otherwise stated in writing, payment is due at the time of order. Institutional purchase orders are not binding on Neobotics unless accepted in writing.

If a payment processor or financing provider is used, your transaction may also be governed by that provider's terms.

Customized, institutional, bulk, or special-order products are non-cancelable and non-refundable unless required by law or expressly agreed in writing.

6. Safety; User Responsibilities

You acknowledge that assembling, programming, charging, operating, testing, and modifying the Neoracer involves inherent risks, including but not limited to:

- electrical hazards;
- battery hazards, including overheating or fire;
- moving parts and pinch points;
- collision risk;
- property damage;
- data loss or system malfunction;
- personal injury resulting from misuse, improper assembly, unsafe operating environments, or inadequate supervision.

You agree that you will:

1. read and follow all manuals, warnings, labels, and safety instructions;
2. use appropriate supervision, especially for minors, students, and novice users;
3. inspect the product before use and discontinue use if any component appears damaged, defective, overheated, unstable, or unsafe;

4. operate the product only in controlled, lawful, and reasonably safe environments;
5. keep the product away from traffic, cliffs, water hazards, flammable materials, and vulnerable persons or animals;
6. use only approved or reasonably compatible chargers, batteries, accessories, and replacement parts;
7. ensure any person using the product has received adequate safety instructions.

If you are an institution, school, camp, or robotics team, you are responsible for adopting appropriate supervision, training, maintenance, incident-reporting, and access-control procedures.

7. Assembly, Configuration, and Technical Skill

The Neoracer may require assembly, calibration, software installation, coding, testing, and troubleshooting. You acknowledge that successful and safe use may require technical skill.

Neobotics does not guarantee that every purchaser will be able to assemble, configure, or operate the product without training, study, or support.

8. Software, Firmware, and License

To the extent the Neoracer includes software, firmware, sample code, SDKs, or digital materials provided by Neobotics (“Software”), Neobotics grants you a limited, non-exclusive, non-transferable, revocable license to use the Software solely in connection with your authorized use of the purchased product and subject to these Terms.

You may not, except to the extent prohibited by law:

- sublicense, sell, or distribute the Software separately from the product;
- remove proprietary notices;
- use the Software to develop a competing commercial product using Neobotics proprietary code or confidential materials;
- circumvent technical restrictions, access controls, or safety features;
- use the Software in violation of law, export-control restrictions, or third-party rights.

Open-source components, if any, are governed by their applicable open-source licenses, which will control in the event of conflict for those components.

9. Updates and Support

Neobotics may provide updates, patches, bug fixes, documentation updates, or technical support at its discretion, unless a separate support agreement applies.

We are not obligated to provide any particular update schedule, support level, compatibility maintenance, or continued availability of any cloud or online feature unless expressly promised in writing.

10. Acceptable Use Restrictions

You agree not to use the Neoracer or any related Software:

- for unlawful surveillance or unlawful data collection;
- to endanger people, animals, vehicles, or property;
- in weapons systems or in connection with harmful or illegal activities;
- to violate privacy, publicity, intellectual property, export, sanctions, or safety laws;
- in any high-risk, life-safety, or mission-critical setting;
- in a manner inconsistent with age recommendations, documentation, or event rules.

11. User Content and Data

If you upload code, telemetry, logs, videos, images, forum content, or other materials to Neobotics systems or communities ("User Content"), you represent that you have the rights necessary to do so.

You grant Neobotics a non-exclusive, worldwide, royalty-free license to host, store, reproduce, and use User Content solely to provide support, improve product performance, maintain documentation, respond to safety issues, and operate our services.

You retain ownership of your User Content, subject to the foregoing license.

12. Privacy

Our collection and use of personal information are governed by our Privacy Policy, which is incorporated into these Terms by reference.

If the purchaser is a school or institution, the purchaser is responsible for obtaining all necessary permissions and providing any required notices before sharing student, participant, or user data with Neobotics.

13. Product Feedback

If you provide ideas, suggestions, bug reports, improvement proposals, feature requests, or other feedback, you grant Neobotics a perpetual, irrevocable, worldwide, royalty-free right to use that feedback without restriction or compensation, provided this does not transfer ownership of any patentable invention unless separately agreed in writing.

14. Intellectual Property

Neobotics and its licensors retain all rights, title, and interest in and to the Neoracer design, branding, documentation, Software, website, and related intellectual property, except for rights expressly granted in these Terms.

No purchase transfers to you any ownership in Neobotics intellectual property.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEOBOTICS, ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AFFILIATES, LICENSORS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATING TO THE PRODUCT, SOFTWARE, SERVICES, OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF NEOBOTICS ARISING OUT OF OR RELATING TO THE PRODUCT, SOFTWARE, SERVICES, OR THESE TERMS WILL NOT EXCEED THE AMOUNT PAID BY YOU TO NEOBOTICS FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM.

NOTHING IN THESE TERMS EXCLUDES OR LIMITS LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INCLUDING LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE TO THE EXTENT SUCH LIMITATION IS PROHIBITED.

16. Assumption of Risk

You understand and voluntarily assume the risks associated with assembly, coding, charging, calibration, and operation of the Neoracer.

You are solely responsible for:

- supervising operation;

- maintaining environmental safety;
- determining the suitability of the product for your intended use;
- protecting persons and property from foreseeable harm.

17. Indemnification

To the maximum extent permitted by law, you agree to defend, indemnify, and hold harmless Neobotics and its officers, directors, employees, volunteers, affiliates, licensors, and suppliers from and against claims, damages, losses, liabilities, judgments, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- your misuse of the product;
- your violation of these Terms;
- your violation of law or third-party rights;
- your modifications, integrations, programming, or operating environment;
- injury or damage caused by your negligent, reckless, or unlawful conduct.

If you are a consumer purchaser, this section applies only to the extent permitted by applicable law.

18. Compliance with Laws; Export and Sanctions

You agree to comply with all applicable laws, regulations, and rules relating to the purchase, possession, export, re-export, transfer, and use of the product and Software.

You may not export, re-export, transfer, or use the product or Software in violation of U.S. export-control or sanctions laws.

19. Institutional Purchasers

If you purchase on behalf of a school, university, camp, makerspace, or other institution:

1. you are responsible for training instructors, staff, students, and users;
2. you are responsible for maintaining safe operating procedures and supervision;
3. you are responsible for securing any required parental or participant consents;

4. you agree that institutional purchase terms supplied by you do not amend these Terms unless expressly accepted in writing by Neobotics.

20. Communications

You consent to receive communications from Neobotics electronically, including transactional emails, support messages, warranty communications, safety notices, and updates related to your order or product.

You are responsible for maintaining a current email address and checking for product and safety notices.

21. Safety Notices, Stops, and Corrective Actions

If Neobotics issues a safety notice, firmware patch, stop-use warning, retrofit instruction, replacement program, corrective action, or recall-related communication, you agree to promptly review and comply with that communication.

22. Governing Law

These Terms are governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict-of-laws rules, except to the extent superseded by applicable federal law or non-waivable consumer-protection law.

23. Dispute Resolution

Any dispute arising out of or relating to these Terms, the product, or any transaction with Neobotics shall be brought exclusively in the state or federal courts located in Massachusetts, and each party consents to the personal jurisdiction and venue of those courts.

24. Class Action Waiver

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLAIMS MUST BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, UNLESS APPLICABLE LAW PROVIDES OTHERWISE.

25. Changes to These Terms

Neobotics may update these Terms from time to time. The version in effect at the time of your order will govern that order unless a later version is accepted by you.

For ongoing services, software, or accounts, updated Terms may become effective upon posting or other notice as stated in the updated Terms.

26. Severability

If any provision of these Terms is found unenforceable, the remaining provisions will remain in full force and effect to the fullest extent permitted by law.

27. Waiver

Failure by Neobotics to enforce any provision of these Terms is not a waiver of future enforcement of that or any other provision.

28. Entire Agreement

These Terms, together with any applicable Privacy Policy, written warranty statement, return policy, terms of sale, and any order-specific written agreement signed by Neobotics, constitute the entire agreement between you and Neobotics regarding the purchase and use of the product.

Any conflicting or additional terms submitted by you, including in a purchase order, are rejected unless expressly accepted in writing by an authorized representative of Neobotics.

29. Contact Information

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