

DevCycle End User Terms Of Service [Archived]

These terms of service (Terms of Service) are a legal agreement between Taplytics Inc. (dba "DevCycle"), conducting business as DevCycle (the "Company") and you. These Terms of Service govern your access to and use of Company's website at <https://devcycle.com> (the "Website") and Company's software (the "Software"). The Website, together with the Software and other services provided by Company, including without limitation any functionalities or features of the Services that utilize an AI System (as defined in the AI Features Addendum) to analyze Data or to provide automated outputs, insights, or decisions on the Customer's behalf ("AI Features"), are called the "Services". Wherever used in these Terms of Service, "you", "your" or similar terms mean the person or legal entity using or accessing any of the Services.

BY ACCESSING, BROWSING AND/OR USING ANY OF THE SERVICES, OR BY REGISTERING WITH COMPANY, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS OF SERVICE.

Your access and use of the Services must be in accordance with these Terms of Service. If you violate these Terms of Service, you are no longer permitted to use the Services and Company may (but has no obligation to) terminate your ability to access or use the Services at any time.

In consideration of the mutual promises, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and Company agree as follows:

1. Changes to these Terms of Service

Company reserves the right, in its sole discretion, to update, revise, supplement and to otherwise modify the Terms of Service, and to impose new or additional terms and conditions on your use of the Services from time to time. When Company changes the Terms of Service in a material way, it will update the 'last modified' date at the bottom of this page. Your continued access, browsing or use of any of the Services following such notice will be deemed to conclusively indicate your acceptance of any and all Terms of Service. You are responsible for regularly reviewing the most current version of the Terms of Service which are currently available at <https://devcycle.com>.

2. Your Use of the Services (Website and Software)

(a) The Services are intended solely for users who are eighteen (18) years of age or older. Any registration by, use of, or access to the Services by anyone under the age of eighteen (18) is unauthorized, unlicensed, and in violation of these Terms of Service. You hereby expressly represent, warrant and confirm that you can form a binding contract with Company, you are at least eighteen (18) years old, and your use of the Services is in full compliance with the law of

the jurisdiction(s) to which you are subject, and that you are not prohibited from using the Services under Canadian law or any other applicable laws.

(b) In order to use the Services, you must have access to the Internet directly or through devices that access web-based content and pay any and all service fees associated with such access.

(c) In using any of the Services, you shall at all times comply with all laws, statutes, codes, treaties, ordinances, orders, decrees, rules, regulations and municipal by-laws, judicial, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings or awards of any governmental authority, policies, guidelines and protocols (Laws), including the Personal Information Protection and Electronic Documents Act (Canada) and any similar laws governing the protection of personal information or personal health information (Privacy Laws) including in connection with its collection, use and disclosure of personal information as defined by Privacy Laws (“Personal Information”).

(d) You must not use the Services: (i) to engage in any illegal, fraudulent or unauthorized purpose, including in any way that violates Laws; (ii) in any way that violates or infringes the copyrights, rights of privacy or publicity, or any other rights of any person; (iii) to impersonate or misrepresent your identity or affiliation with any person or entity; (iv) to engage in verbal, physical, written or other abuse (including threats of abuse or retribution) of any Company customer, employee, member, or officer or any user of the Services; (v) to transmit or relay spam; (vi) to upload, post or submit information or materials, or otherwise make available to others using the Services: (A) any material that is libelous, defamatory, tortious, sexually explicit, hateful, obscene, harassing or otherwise actionable or objectionable material; (B) any unsolicited message or unauthorized advertising or promotional material; (C) any worms, viruses, Trojan horses, scripts, bots, bombs, spiders, or similar means, tool, programs, or algorithms to harvest, automatically download, or collect information, or any computer code or files of a destructive, damaging, disruptive, disabling or interfering nature (collectively, Viruses), or any information or materials that contain any of the foregoing; or (D) any material that is in a way that is detrimental to the operation of the Services or that could damage, disable or overburden the Services, or that is detrimental to the access or use of the Services by anyone else, which restriction applies to any use that interferes or attempts to interfere with the normal operations of the Services, including by hacking, deleting, augmenting or altering any information or materials.

(e) You must not, without Company’s prior written permission (including the permissions granted by these Terms of Service): (i) log into a server or account which you are not authorized to access; (ii) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) access or search, or attempt to access or search, the Services or data by any means (automated or otherwise)

except through Company's available interfaces; (iv) copy, distribute, modify, enhance, translate, reproduce, alter, tamper with, repair, sell, sublicense, rent, lease, make derivative works of, or otherwise attempt to exploit information or materials, other than your own Data (as defined below), on the Services; (v) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code (except to the extent that this restriction is expressly prohibited by law) underlying the Services; (vi) modify another website so as to falsely imply that it is associated with the Services, Company or any other Company products or services; (vii) create any frames at any other web sites pertaining to or using any of the content or Materials located at the Website for any purpose, unless specifically authorized by Company in writing to do so; or (viii) attempt to interfere with any of the Services provided to any user, host or network.

(f) You agree your purchases of the Services are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by the Company or any of its affiliates regarding future functionality or features.

3. Your Use of Company's Available Materials

(a) Company may place text, graphics, photographs, pictures, drawings, animation, audio clips, video clips, logos, literature and other material on, through or in connection with the Website in a way that will be easily accessible and useful for you ("Materials").

(b) You acknowledge and agree that, as between you and Company, Company and its licensors, affiliates and business partners have and retain all right, title and interest (including copyright, trademark, patent, trade secret and all other intellectual property rights) in and to the Materials in any form. You acquire no rights whatsoever in or to all or any part of Company's Materials except for the limited use rights granted by these Terms of Service. All rights not expressly granted to you in these Terms of Service are reserved for Company and its licensors. You may not copy or exploit Materials except expressly in accordance with these Terms of Services or with the express written permission of Company and any other applicable copyright owner.

(c) Certain words, phrases, names, designs, or logos used on the Materials may be trademarks, service marks or trade names of Company, its affiliates or third parties. The display of any such marks or names does not imply that a license has been granted to you or any third party by Company or other entities. Any unauthorized use or display of the trademarks or trade names belonging Company, its affiliates, related companies, and third parties and their licensors is strictly prohibited.

(d) Materials are provided for general information only and should not be relied upon or used as the basis for making significant decisions without consulting primary or more accurate, more complete or more timely sources of information. Any reliance placed on the Material on the

Website is at your own risk. The Website and the Materials may contain certain historical information which is not current and is provided for your reference only.

(e) Company hereby grants to you, subject to the terms and conditions of these Terms of Service, a revocable, worldwide, limited, non-exclusive, non-transferable and non-assignable license to access and use the Materials subject to any limitations, restrictions or requirements specified in these Terms of Service (the Materials License).

4. Your Use of the Software

(a) Your access to, and use of, the Software may be subject to certain special terms and/or a subscription agreement between you and Company governing your access to and use of the Software (a "Subscription Agreement").

(b) If you register with Company to access and use the Software, Company hereby grants to you, subject to the terms and conditions of these Terms of Service, a worldwide, limited, non-exclusive, non-transferable, non-sublicensable, and non-assignable license to access and use the Software subject to any usage limitations, restrictions or requirements specified herein or in any Subscription Agreement (the "License"). The License includes your right to use and copy, in connection with your use of the Software, and any related and available documentation (the "Documentation"), but Company is not obliged to provide you with any Documentation.

(c) Your access and use of the Software is subject to the following restrictions and limitations: you shall not, except as may be expressly provided herein, (i) provide, disclose, sublicense, lease, rent or otherwise permit any other person to access, use, read, disseminate, transmit, distribute or reproduce the Software or Documentation; (ii) adapt, translate, change, customize, enhance, augment, partially delete or alter, or otherwise modify the Software in any manner or to any extent whatsoever, whether in whole or in part; (iii) disassemble, decompile, reverse engineer, or otherwise in any manner deconstruct all or any part of the Software; (iv) transfer, sell, assign, or otherwise convey the Software to any party except as may be otherwise expressly provided for herein; or (v) alter any proprietary notices appearing in the Software.

(d) You acknowledge and agree that all rights, title and interest in and to the Software (including all intellectual property rights therein) and the Documentation is, and shall be, owned solely and exclusively by Company and/or its third party licensors, if any. Nothing in these Terms of Service or any Subscription Agreement shall, or shall be deemed or construed to assign, transfer or convey to you any title, rights or interest in any intellectual property, including copyrights, methodologies, ideas and concepts, in or to the Software or the Documentation other than the License or other rights specifically and expressly granted herein.

(e) In consideration of the grant of the licenses granted under this Agreement and access to the Software, you acknowledge that you may provide the Company orally or in writing such

reasonably detailed feedback concerning your evaluation of the Software (including concerning the Software user experience (the “Customer Feedback”). You agree that all rights, title and interest in and to the Customer Feedback is, and shall be, owned solely and exclusively by the Company and treated as Software pursuant to the preceding paragraph.

(f) You acknowledge that, if you register with Company to access and use the Software, the Software will be made available to you through the Internet or through devices that access web-based content, and you will pay any and all service fees associated with such access. You acknowledge that, in some circumstances, any use of the Software will be subject to payment for such use in accordance with these Terms of Service.

(g) When you use the Software, you may upload information and data into the Software (“Data”) and Company will make certain information, such as modified Data, available to you using the Data (“Product”). Data you provide must be limited to data necessary for the Company to provide the Product to you and for your use of the Product. Data must be provided in anonymized or encrypted form.

(h) In these Terms of Service, Personal Information means any identified or identifiable information about an individual, or personal information as defined by Privacy Laws (as defined herein) (e.g., names, addresses, birthdates, driver’s license numbers, bank account numbers, passport numbers, credit card numbers, social insurance numbers, telephone numbers). In the event that Data uploaded does contain Personal Information, you covenant and agree that any and all such Personal Information will be, or has been, collected with the consent of each individual to which such Personal Information relates (if such consent is required under applicable Privacy Laws), and you covenant that you will obtain such consent in a manner that allows the parties hereto to use the Data as contemplated in these Terms of Service. You covenant and agree that Personal Information in the Data will be used only for the purposes for which the Personal Information was initially collected or for a subsequent purpose for which consent is subsequently obtained, or has been collected, used or disclosed for a purpose in respect of which consent may, under applicable Privacy Laws, be implied, including as contemplated by these Terms of Service. You shall use best efforts to protect and safeguard any Personal Information contained within the Data against unauthorized collection, use or disclosure, as provided by applicable Privacy Laws and shall cause its representatives to observe the terms of this Section 5(h). YOU ACKNOWLEDGE AND AGREE THAT COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES YOU OR A THIRD PARTY MAY SUFFER AS A RESULT OF YOUR USE OR DISCLOSURE OF ANY PERSONAL INFORMATION. YOU HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS COMPANY AGAINST ANY DAMAGES, LOSSES, LIABILITIES, FINES, SETTLEMENTS AND EXPENSES (INCLUDING WITHOUT LIMITATION COSTS AND ATTORNEYS’ FEES) IN CONNECTION WITH ANY THIRD PARTY CLAIM, INVESTIGATION OR ACTION THAT ARISES

FROM AN ALLEGED DATA BREACH AFFECTING PERSONAL INFORMATION WITHIN YOUR POSSESSION.

(i) You agree that you will protect the privacy and legal rights of the end users of your application. You must provide legally adequate privacy notice and protection for end users. If end users provide you with user names, passwords, or other login information or personal information, you must make the users aware that the information will be available to your application and to the Company.

(j) In the event that you become aware of any violation of the Terms of Service by an end user of applications, you shall immediately terminate such end user's account on your application. The Company reserves the right to disable applications in response to a violation or suspected violation of the Terms of Service.

(k) You have and retain all right, title and interest (including copyright, trademark, trade names, logo, patent, trade secret and all other intellectual property rights) in and to the Data. Company acquires no rights, except for the limited right granted herein, in or to all or any part of your Data and will not access, sell, rent, lease, disclose to third parties, copy modify or change your Data. By making Data available to Company through use of the Software, you grant Company and its licensors and third party service providers a non-exclusive, worldwide, sub-licensable, royalty-free, fully paid up license to: (i) use, copy, reproduce, store, adapt, translate, make derivative works from, process, adapt, and transmit, such Data for the purpose of providing you with Products; (ii) access Data to respond to service or technical problems; (iii) access Data in order to monitor compliance with these Terms of Service and any Subscription Agreement; (iv) access Data in order to determine if you have breached these Terms of Service; and (v) use, copy and reproduce such Data and any other trademarks, trade names, logos and other similar identifying intellectual property for the purpose of promoting, marketing and advertising the Software and the Products, including using any trade names, logos and trademarks on Company's advertising and promotional materials, and on the Website (the "Data and IP License").

(l) By submitting, you hereby: (i) acknowledge and agree that Company is not responsible for any loss, damage, or corruption that may occur to your Data; and (ii) acknowledge and agree that any Data you provide for display on the Website will be considered non-confidential.

(m) Company may review Data before it is posted to the Website and may refuse to post any Data to the Website. Company reserves the right, in its sole discretion, to edit or remove Data, whether or not the Data is in violation of the provisions hereof or otherwise objectionable. You acknowledge and agree that Company may, in its sole discretion, monitor the Website periodically and disclose any information as necessary to satisfy any law, regulation or other

governmental or court request, to operate the Website properly or to protect itself or other users of the Website. Any such disclosure shall be in accordance with the Privacy Policy. Company is under no obligation to investigate any complaint regarding Data. Company may, in its sole discretion, investigate complaints and take any actions it deems appropriate in the circumstances, including, without limitation, removing the offending Data from the Website and terminating the submitting party's right to access and use the Website (or any portion thereof).

(n) Data from you or any other user of the Website on the Website represent the views and opinions of the person(s) submitting the Data and does not represent the views or opinions of Company. Furthermore, Company is not responsible if information made available on the Website by users of the Website and is not accurate, complete or current.

(o) You acknowledge and agree that, as between you and Company, Company and its licensors, affiliates and business partners have and retain all rights, title and interest (including copyright, trademark, patent, trade secret and all other intellectual property rights) in and to the Products in any form. You acquire no rights whatsoever in or to all or any part of the Product except for the limited use rights granted by these Terms of Service. All rights not expressly granted to you in these Terms of Service are reserved for Company and its licensors. You may not copy or exploit Products except expressly in accordance with these Terms of Services or with the express written permission of Company and any other applicable copyright owner. When you use the Software and receive Product from Company, Company grants to you, subject to the terms and conditions of these Terms of Service, a revocable, worldwide, limited, non-exclusive, non-transferable and non-assignable license to access and use the Product subject to any limitations, restrictions or requirements specified in these Terms of Service (the Product License). You agree not to otherwise reproduce, copy, modify, decompile, disassemble, create any derivative works of, or reverse engineer any portion of the Product, and may not transfer or distribute it in any form, for any purpose.

(p) Company makes the Software available to you through the Internet. You acknowledge that your Data will be maintained on computer servers and equipment not necessarily in Canada or in the possession or control of Company and made accessible to you through the Internet. Therefore, laws of the country where data is hosted or stored may apply. You acknowledge that Company may use third party service providers and hosting partners to provide necessary hardware, software, networking, storage, and related technology required to run the Software and store any Data you upload, submit or post to the Software.

(q) Certain words, phrases, names, designs or logos used on the Products may be trademarks, service marks or trade names of Company, its affiliates or third parties. The display of any such marks or names does not imply that a license has been granted to you or any third party by Company or other entities. Any unauthorized use or display of the trademarks or trade names

belonging Company, its affiliates, related companies, and third parties and their licensors is strictly prohibited.

5. Your Data

(a) By making Data available to Company you expressly represent, warrant and confirm that you own all rights, title and interest, including copyright, in and to any Data you upload, post or submit to the Services; or you have the right, authority or permission to upload, post, or submit any Data to Company. Further, you expressly represent, warrant and confirm that you have the full legal right, power and authority to grant to Company the Data and IP License, and that neither the Data nor the exercise of the rights granted herein infringes upon or violates the right of privacy or intellectual property of any other person or entity or any common law or any other right of any other person or entity.

(b) You hereby acknowledge and agree that the Services compile, store and use aggregated data and system usage, analytics and diagnostic information to monitor and improve the Services and for the creation of new products. You hereby grant to Company a non-exclusive, transferable, assignable, irrevocable, worldwide, perpetual license to collect, process and aggregate your Data and other such information and data and create anonymized, aggregated data records and use such anonymized and aggregated data, and all modifications thereto and derivatives thereof (“Derivative Data”) to improve the Services, develop new products and services, to understand usage, and for any other business purpose. Company may use and disclose Derivative Data solely in aggregate, anonymous, and de-identified form so that it contains no Personal Information and is in no way identifiable with you or your business, in connection with Company’s business.

(c) You understand that the technical processing and transmission of any Data you upload, post, or submit to the Services, may be transferred and may involve: (i) transmissions over various networks both within and outside of Canada; and (ii) changes to such Data to conform and adapt to technical requirements of connecting networks or devices.

(d) It is a condition of your use of the Services that you not post, submit, transmit or upload any Data that: (i) restricts or inhibits any other user of the Services from using and enjoying the Services, interfere or attempt to interfere with the proper workings of the Services, or do anything which, in the sole discretion of Company, imposes an unreasonable or disproportionately large load to the Services infrastructure; (ii) is unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent, including, without limitation, any Data constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, provincial, national or international law or regulation; (iii) violates or infringes upon the rights of others, including

material which is an invasion of privacy or publicity rights or which is protected by any intellectual property rights, including, without limitation, copyright, patent, trade secret, trademark or other proprietary rights herein, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder; (iv) promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, could be harmful to minors, harasses or advocates harassment of another person, provides material that exploits people under the age of 18 in a sexual or violent manner, provides instructional information about illegal activities, including, without limitation, the making or buying of illegal weapons; (v) solicits passwords or personal identifying information for unlawful purposes from other users; (vi) contains a virus or other harmful component, or provides or creates computer viruses; (vii) is or may be considered junk mail, chain letters, unsolicited mass mailing or spam; or (viii) you agree not to (a) access (or attempt to access) the administrative interface of the Services by any means other than through the interface that is provided by the Company in connection with the Services, unless you have been specifically allowed to do so in a separate agreement with the Company, or (b) engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Service).

(e) To the extent Company processes Personal Information that is protected by Privacy Laws in connection with delivering the Services to you, you can access our data protection agreement available at <https://devcycle.com/company/privacy-policy> and digitally sign our DPA. You and Company shall be subject to and comply with the terms of the DPA, which is incorporated into and forms an integral part of these Terms of Service, unless otherwise agreed in writing between you and the Company, in which case the agreed upon data protection agreement will take precedence.

6. Your Account

(a) You must provide your certain personal information, such as your name and email address (Registration Information), in order to register with Company and set-up an account and username to access and use the Services, including the Software. You hereby consent to Company's collection and use of your Registration Information, and to Company's use and disclosure of Registration Information to third parties (including Company's third party service providers and payment processors, if any), for the purposes of administering your account and the use of the Services through your account in accordance with the Privacy Policy.

(b) When you set-up an account with Company, you will select, or will be given, a login and password for your account. You are responsible for: (i) maintaining the security of your login, password and account and or other form of authentication involved in obtaining access to the Software; and (ii) ensuring that there is no unauthorized access to the Software and notifying Company promptly of any such access of which you become aware.

(c) You may change your password at any time as described on the Company Website at <https://devcycle.com>

(d) You are solely responsible and liable for your account and for any use of the Services and any Data inputted, submitted or uploaded to the Services, and any Data accessed or made available to others through your account (even if such Data is accessed or made available by others). Company is not, and will not, be responsible for any loss or damages resulting from your failure to comply with this obligation. You agree to immediately notify Company if you become aware of any unauthorized use of your account or your account login or password.

(e) If you choose to cancel your account you are solely responsible for doing so in accordance with Company's then current cancellation procedure (the Cancellation Procedure) set out on Company's Website. If you follow the Cancellation Procedure, Company will, subject to any licenses granted hereunder, cancel your account immediately. After you have cancelled your account, you will be able to recover Data previously uploaded or submitted to the Services from your account, subject to any terms provided for in any Subscription Agreement regarding your access and use of the Software. Company is not responsible for the loss of any Data due to your cancellation of your account.

7. Payments

(a) Your use of certain of the Services, including the Software, may be subject to certain subscription charges (Fees). Any Services subject to Fees, including the Software, will be clearly marked as such and may be subject to special subscription terms set out in a Subscription Agreement between you and Company in addition to these Terms of Service. The Company uses a third party service provider stripe.com to collect Personal Information related to payments and such Personal Information will be remitted to Company.

(b) If you subscribe, or have subscribed, for Services that are subject to Fees, you must pay all Fees and applicable taxes, levies, withholdings or duties owed by you to Company according to any applicable special subscription terms. In the event of non-payment of any amount owed by you to Company, Company reserves the right to terminate or suspend your use of those Services that are subject to Fees at any time.

(c) If Customer's use of the Service exceeds the Prepaid Capacity set forth on the Order Form or otherwise requires the payment of additional fees, Customer agrees to pay the additional fees in the manner provided herein. If the Customer continues to use the Service after the Term has expired, then Customer's use of the Service will convert to On Demand Capacity until such time as Customer purchases additional capacity under a subsequent order form. This Agreement shall be automatically renewed for additional periods of the same duration as the Term, unless

either party requests termination at least thirty (30) days prior to the end of the then-current Term.

(d) Your use of our Services is also subject to our Privacy Policy, which covers how we collect, use, share, and store your personal information.

(e) If you receive promotional electronic communications, including emails, from us, you may indicate a preference to stop receiving further promotional communications from us by contacting Company directly at the mailing address or at the email address or phone number provided on the electronic communication, or at the email address or phone number given on the Website or as set out below. As well, you will have the opportunity to “opt-out” of receiving future electronic messages, including promotional messages, by following the unsubscribe instructions provided in the promotional electronic communication you receive or by contacting Company directly as set out in the communication, or at the email address or telephone number given on the Website or as set out below. We do not charge for this service, and your unsubscribe request will be processed within 10 days of the date on which we receive it.

(f) The Website may contain links to other websites. Any Personal Information you provide on linked pages or other sites is provided directly to that third party and is subject to that third party’s privacy policy. The Company Privacy Policy does not apply to such linked pages or other sites, and Company is not responsible for the content or privacy and security practices and policies of these other websites or any other sites that are linked to or from the Website. Company encourages you to learn about the privacy and security practices and policies of these other websites before providing them with Personal Information.

8. Termination and Suspension of Your Use of the Services

(a) Company, in its sole discretion, has the right to suspend, terminate or restrict your access to the Services or any other Company service, for any reason and at any time without notice regarding your access to the Software.

(b) If Company decides to terminate your access to any of the Services, Company may suspend your access to the Services and may delete any Data you uploaded, posted, or submitted to the Services. For greater certainty, if you engage in any behaviour Company considers, in its sole discretion, to be offensive, Company may, in its sole discretion, terminate your access to the Services without notice.

9. Notification of Copyright Infringement

(a) If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report any information on the Services that allegedly infringes your copyright by sending to Company a notice with the following information: (i)

physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed; (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Website are covered by a single notification, a representative list of such works at the Services; (iii) identification of the information that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material; (iv) information reasonably sufficient to permit the Company to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted; (v) a statement that you have a good faith belief that the use of the information in the manner complained of is not authorized by the copyright owner, its agent or the law; (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; and (vii) URLs identifying the allegedly infringing material along with any other information that might assist in the investigation of your claim.

(b) Upon receipt of the foregoing information, Company will respond expeditiously and follow its notice and take down procedure, including having the disputed material removed from the Services, notifying the user who uploaded, posted or submitted the allegedly infringing information and terminating such user's ability to access or use the Services at any time. If you materially misrepresent that any material infringes your copyright, you may be liable for damages, including court costs and legal fees.

10. EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield

When transferring Personal Information of Data Subjects (as defined in section 5 above) from the European Union, the European Economic Area, United Kingdom, and Switzerland (collectively, the "EU"), Company relies upon a variety of legal mechanisms to ensure the protection of such Personal Information, including contracts with our users. Company may transfer Personal Information about you to the U.S. The U.S. may have data protection laws less stringent than or otherwise different from the laws in effect in the EU. Transfers of your Personal Information to the U.S. are necessary to perform the agreement we have entered into, or are about to enter into, with you.

Before July 16, 2020, we relied on our EU-U.S. Privacy Shield certification to transfer Personal Data that we received from the EU to Company in the U.S. but on July 16, 2020, the European Court of Justice ruled that the EU-U.S. Privacy Shield is no longer available for these data transfers. Before September 8, 2020, we relied on our Swiss-U.S. Privacy Shield certification to transfer Personal Data that we received from Switzerland to Company in the U.S. but on September 8, 2020 the Swiss Federal Data Protection and Information Commissioner determined that the Swiss-U.S. Privacy Shield is no longer available for these data transfers. We

continue to comply with the Privacy Shield Principles described below as required by the U.S. Department of Commerce.

Company complies with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Information of Data Subjects transferred from the European Union and Switzerland to the United States. Taplytics Inc. (dba "DevCycle") has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>.

Company is subject to oversight by the U.S. Federal Trade Commission. JAMS is the US-based independent organization responsible for reviewing and resolving complaints about our Privacy Shield compliance — free of charge to you. We ask that you first submit any such complaints directly to us via privacyshield@devcycle.com. If you aren't satisfied with our response, please contact JAMS at <https://www.jamsadr.com/file-an-eu-us-privacy-shield-or-safe-harbor-claim>. In the event your concern still isn't addressed by JAMS, you may be entitled to a binding arbitration under Privacy Shield and its principles.

Within the scope of our authorization to do so, and in accordance with our commitments under the Privacy Shield, Company will provide individuals access to personal data about them. Company also will take reasonable steps to enable individuals to correct, amend, or delete personal data that is demonstrated to be inaccurate.

Company is responsible for the processing of personal data it receives, under the Privacy Shield Framework, and subsequently transfers to a third party acting as an agent on its behalf. Company complies with the Privacy Shield Principles for all onward transfers of personal data from the EU and Switzerland, including the onward transfer liability provisions.

11. Disclaimers

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, INCLUDING THE MATERIALS AND THE PRODUCTS, IF ANY, ARE PROVIDED TO YOU "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITH ALL FAULTS AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, INCLUDING WITH RESPECT TO AVAILABILITY, COMPATIBILITY, VIRUSES, DISABLING DEVICES OR OTHER CODE THAT MANIFESTS DESTRUCTIVE PROPERTIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY MAKES NO, AND DISCLAIMS ANY AND ALL, WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO QUALITY, ACCURACY, USEFULNESS, SUITABILITY, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, CURRENCY, OR TIMELINESS OF THE SERVICES, THE MATERIALS, OR THE

PRODUCTS, IF ANY, WHETHER EXPRESS, IMPLIED OR COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR THAT THE SERVICES WILL BE SECURE, COMPLETE OR FREE OF ERRORS, VIRUSES, BUGS, PROBLEMS OR OTHER LIMITATIONS OR WILL OPERATE WITHOUT INTERRUPTION.

(b) YOU EXPRESSLY ACKNOWLEDGE AND CONFIRM THAT THESE DISCLAIMERS, THE LICENSES GRANTED BY YOU TO COMPANY, AND THE LIMITATIONS AND EXCLUSIONS CONTAINED IN THESE TERMS OF SERVICE ARE FAIR AND REASONABLE IN THE CIRCUMSTANCES, AND THAT COMPANY WOULD NOT HAVE ENTERED INTO THESE TERMS OF SERVICE BUT FOR YOUR PROVISION OF THE LICENSES AND YOUR AGREEMENT TO THE LIMITATIONS AND EXCLUSIONS IN THESE TERMS OF SERVICE.

12. Limitation of Liability and Indemnification

(a) YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. YOU ACKNOWLEDGE THAT THE INTERNET IS NOT A SECURE MEDIUM AND PRIVACY AND CONFIDENTIALITY CANNOT BE GUARANTEED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS AFFILIATES AND LICENSORS ARE NOT LIABLE, WHETHER BASED ON STATUTE, WARRANTY, CONTRACT, TORT, LAW, EQUITY, (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE OR WILFUL MISCONDUCT), PRODUCT LIABILITY, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF A FUNDAMENTAL TERM, FUNDAMENTAL BREACH, OR ANY OTHER LEGAL THEORY, FOR ANY LOSS OR DAMAGES OF ANY KIND, WHETHER OR NOT COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, INCLUDING, WITHOUT LIMITATION ANY: (A) DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSS OR DAMAGE; (B) ANY AND ALL LOSS OR LIABILITY IN CONNECTION WITH YOUR CONTENT; (C) ANY INCOMPLETENESS, ERRORS, SECURITY, VIRUSES, BUGS, PROBLEMS, OMISSIONS, INACCURACIES OR OTHER LIMITATIONS OF THE SERVICES OR ANY MATERIAL OR PRODUCTS, OR INTERRUPTIONS IN THE AVAILABILITY OF THE SERVICES; (D) ANY DAMAGES, LOSSES OR LIABILITY A THIRD PARTY MAY SUFFER AS A RESULT OF YOUR USE OF THE SERVICES, YOUR USE OF THE MATERIALS OR PRODUCTS, IF ANY, OR ANY USE OF YOUR CONTENT OR OTHER MATERIALS OR INFORMATION YOU ACCESS FROM OR PROVIDE TO COMPANY THROUGH THE SERVICES OR OTHERWISE, AND (E) ANY DAMAGES, LOSSES OR LIABILITY A THIRD PARTY MAY SUFFER AS A RESULT OF THE USE OF AN END USER'S PERSONAL INFORMATION THAT IS CONSISTENT WITH THESE TERMS OF SERVICE. To the maximum extent permitted by applicable law, in the event Company is liable for damages, in no event shall the aggregate liability of Company exceed one (1) Canadian dollar.

(b) You hereby agree to indemnify the Company and its licensors, subsidiaries, affiliates, and related companies, and each of their respective officers, directors, employees, shareholders,

agents, representatives, business partners, information providers and licensors and their respective successors and assigns (together Company Entities) harmless from and against all losses, expenses, damages, liabilities, expenses and costs, including reasonable legal fees, suffered by any of the Company Entities, directly or indirectly, resulting from: (a) your uploading, posting or submission of any Data to Company through the Services or otherwise; (b) (the infringement of a third party's intellectual property rights by the Data uploaded by you to the Services);(c) your violation of these Terms of Service, and (d) Company's use of your end user's Personal Information and Personal Data that is consistent with these Terms of Service.

13. General

(a) Sections 4(k), 4(o), 7 and 10 of these Terms of Service and any provisions which by their nature survive, shall survive the termination of these Terms of Service.

(b) The failure of Company to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision, and no waiver of any right or provision of these Terms of Service shall be deemed a further or continuing waiver of such right or provision.

(c) These Terms of Service, together with any Subscription Agreement between you and Company regarding your access to and use of the Software, constitute the entire agreement between you and Company and govern your use of the Services, superseding any prior agreements between you and Company (including, but not limited to, any prior versions of the Terms of Service). If you are a corporation, organization, partnership or other non-individual entity, you shall cause your employees, agents, contractors, directors and officers to comply with these Terms of Service and shall be responsible at all times for all such employees, agents, contractors, directors and officers.

(d) You may not assign these Terms of Service or any of your rights or obligations under these Terms of Service to a third party without the prior written consent of Company. Company may assign the Terms of Service or its rights or obligations under these Terms of Service to any party at any time without notice to you. Subject to the foregoing, these Terms of Service shall ensure to the benefit of and be binding upon you and Company and your/its respective successors (including any successor by reason of amalgamation) and assigns.

(e) If any provision of these Terms of Service is determined by a court of competent jurisdiction to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms of Service and such determination shall not affect the remaining provisions contained in these Terms of Service.

(f) These Terms of Service are to be governed, interpreted and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada, without giving effect to any principles of conflicts of laws contained therein, and you hereby consent and submit to the exclusive jurisdiction of the Courts of Ontario. These laws apply to your access to, or use of, the Services, notwithstanding your domicile, residency or physical location. The Services is intended for use only in jurisdictions where it may lawfully be offered for use.

(g) This electronic document, and all other electronic documents referred to or incorporated herein, will be: (i) deemed for all purposes to be a “writing” or “in writing”, and to comply with all statutory, contractual, and other legal requirements for a writing; and (ii) legally enforceable as a signed agreement. A printed version of these Terms of Service and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

(h) It is the express wish of the parties to these Terms of Service that these Terms of Service and all related documents be drawn up in English. C’est la volonté expresse des parties que la présente convention ainsi que les documents qui s’y rattachent soient rédigés en anglais.

(i) If you have any questions or concerns about these Terms of Service, the practices of Company or your dealings with Company, you may contact a representative of Company by e-mailing to contact@devcycle.com or by regular mail to 304-49 Spadina Avenue Toronto, ON M5V 2J1, Canada.

(j) Certain optional features of the Services may utilize AI Features and your use of such AI Features is subject to our AI Features Addendum located at <https://devcycle.com/company/ai-addendum> (“AI Features Addendum”), which is hereby incorporated by reference into, and forms an integral part of, these Terms of Service. By enabling, accessing or using any AI Features, you agree to the terms of the AI Features Addendum.

Terms of Service last updated: July 24, 2025

Updates:

- Added AI Features Addendum

AI Features Addendum [Archived]

This AI Features Addendum (“AI Addendum”) is incorporated into the DevCycle End User Terms of Service (the “Terms”) between Company and Customer. It applies whenever Customer uses

or accesses any AI Features as part of the Services. In the event of any conflict between this AI Addendum and the rest of the Terms, this AI Addendum will control for matters related to AI Features only. Capitalized terms not defined here have the meanings given in the Terms, including the Data Protection Agreement “DPA”.

1. Scope

1.1. Eligibility and Optional Use: AI Features may be made available to Customer at Company’s discretion and, if provided, are for Customer’s convenience as optional tools. If Customer chooses not to access or use a particular AI Feature, this will not affect the use of other Services. When used, any AI Features are considered part of the “Services” governed by the Terms.

2. Description and Transparency

2.1. How AI Features Operate: When Customer accesses or uses AI Features, it will process Data using a machine-based system(s) designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers from the input it receives how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments (“AI System”) to deliver automated results such as predictions, recommendations, content generation, analytics, or other outputs (“AI Outputs”). Where required by law, Company will, upon written request, provide a general description of the AI Features’ functionality and the general logic used by its algorithms (without disclosing proprietary algorithms or trade secrets). This information is provided to help Customer meet any legal obligations it has to inform users about AI use in the Services.

2.2. Notification of AI Use: Company will clearly indicate within the Services which features are AI System powered (for example, through labels or documentation). Customer is responsible for informing its authorized users (and any other individuals to whom the use of the Services impacts) that AI Features are in use whenever such disclosure is required by law or is necessary for fairness and transparency.

3. Permitted Use of Data and Data Protection

3.1. Processing on Customer’s Behalf: When AI Features process Personal Information on Customer’s behalf, Company will handle that information in compliance with the Privacy Notice and DPA between Customer and Company and in accordance with applicable law. Company will process Personal Information via AI Features only as necessary to perform the Services according to Customer’s instructions. By enabling AI Features, Customer is instructing Company to process relevant Data (including any Personal Information in it) for the purpose of providing the AI Outputs. Company will not retain, use, or disclose any of Customer’s Personal

Information processed via AI Features for any purpose other than providing the Services and AI Outputs to Customer or as required by applicable law.

3.2. No Secondary Use for Model Training: Company will not use Customer's Data (or any Personal Information within it) that is processed through AI Features to train, improve, or otherwise develop AI Systems for Company's benefit or for any third party's benefit provided that Section 5 of the Terms ("Your Data"), which permits Company to use anonymized, aggregated data for service improvements shall still apply.

4. Third-Party AI Providers

4.1. Use of Sub-processors: Customer acknowledges that Company may use unaffiliated third-party service provider(s) that Company engages to supply AI Systems to power certain AI Features ("Third-Party AI Providers") and each such Third-Party AI Provider that processes Personal Information for an AI Feature will be deemed an authorized Sub-processor under the DPA. Customer hereby consents to Company's use of the following Third-Party AI Providers: [OpenAI, L.L.C., Anthropic, PBC., Cloudflare, Inc., Vercel Inc.], as subprocessors and to deliver the AI Features. Company will disclose its use of other future Third-Party AI Providers in its sub-processor documentation or otherwise notify Customer, in line with the DPA's requirements for sub-processor transparency and change notification.

5. Customer Responsibilities and Use of AI Outputs

5.1. Human Oversight and Judgment: AI Features are intended to assist Customer's decision-making or operations, not replace human judgment. Customer is responsible for reviewing AI Outputs and deciding, under its own judgment, what actions to take (or not take) based on those AI Outputs. Customer agrees not to rely exclusively on AI Outputs to make decisions.

5.2. Compliance in Use of AI: Customer must use the AI Features and any AI Outputs in compliance with all applicable laws, regulations, and ethical guidelines including, without limitation, laws relating to data privacy/protection and anti-discrimination. Before using AI Features on data about any individuals, Customer will ensure it has provided any required notices to those individuals and obtained any required consents, as per Privacy Laws or other applicable laws. Company shall only use AI Output for the purposes of improving productivity and optimizing use of the Services for Customer/permitted by Company in its documentation for the Services. If Customer's use of AI Features violates this AI Addendum or the Terms, or presents a security or legal risk to Company or others, Company may suspend or disable the AI Features. If Customer believes that the AI Features are producing biased or inaccurate results, Customer will notify Company immediately in writing.

6. Disclaimers; Indemnification

6.1. NO WARRANTY FOR AI FEATURES OR AI OUTPUTS; DISCLAIMER: CUSTOMER ACKNOWLEDGES THAT AI SYSTEMS BY THEIR NATURE INVOLVE PROBABILISTIC PREDICTIONS AND PATTERNS, AND AS SUCH, COMPANY DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY AI SYSTEMS, AI FEATURES OR AI OUTPUT AND THE AI SYSTEMS, AI FEATURES AND AI OUTPUTS ARE PROVIDED “AS IS” AND “AS AVAILABLE” AS PART OF THE SERVICES, WITHOUT ANY WARRANTY OR REPRESENTATION IMPLIED BY LAW OR THAT THEY WILL BE ERROR-FREE OR FIT FOR ANY PARTICULAR PURPOSE, CONSISTENT WITH THE DISCLAIMERS IN SECTION 11 OF THE TERMS (WHICH APPLY EQUALLY TO AI SYSTEMS, AI FEATURES AND AI OUTPUTS). FOR EXAMPLE, COMPANY DOES NOT WARRANT THAT ANY AI SYSTEM, AI FEATURES OR AI OUTPUT WILL ACHIEVE CUSTOMER’S INTENDED RESULT, OR THAT THE AI SYSTEM, AI FEATURES AND OUTPUTS OR ANY AI-GENERATED CONTENT WILL BE APPROPRIATE FOR ALL OR ANY CIRCUMSTANCES. CUSTOMER IS SOLELY RESPONSIBLE FOR VERIFYING THE AI OUTPUT AND RESULTS AND DECIDING WHETHER AND HOW TO USE THE AI SYSTEM, AI FEATURES AND OUTPUTS.

6.2. Indemnification: Customer agrees to indemnify, defend, and hold harmless Company and its officers, directors, employees, and agents from and against any third-party claims, liabilities, damages, or expenses (including reasonable attorneys’ fees) arising out of or related to Customer’s use of the AI System, AI Features or AI Outputs in violation of this AI Addendum or applicable law. This includes, by way of example, any claim that Customer’s use of an AI Output violated a third party’s rights or harmed an individual. This indemnity is in addition to, and not in lieu of, Customer’s indemnification obligations under the Terms and shall be subject to the same procedures and limitations stated therein.

AI Features AI Addendum last updated: July 24, 2025