

## **DECKARD TECHNOLOGIES TERMS OF SERVICE**

Last Updated: **1st March 2025**

These terms of service ("Terms") apply to your access and use of Deckard Technologies hosted applications (the "Service"). Please read them carefully.

### **Accepting these Terms**

If you access or use the Service, it means you agree to be bound by all of the terms below. So, before you use the Service, please read all of the terms. If you don't agree to all of the terms below, please do not use the Service. Also, if a term does not make sense to you, please let us know by e-mailing [support@deckard.com](mailto:support@deckard.com)

### **Changes to these Terms**

We reserve the right to modify these Terms at any time. For instance, we may need to change these Terms if new law requires an amendment to these Terms, we come out with a new feature or other reasons.

Whenever we make changes to these Terms, the changes are effective 5 business days after we post such revised Terms (indicated by revising the date at the top of these Terms) or upon your acceptance if we provide a mechanism for your immediate acceptance of the revised Terms (such as a click-through confirmation or acceptance button). It is your responsibility to check [deckard.com](https://deckard.com) for changes to these Terms.

If you continue to use the Service after the revised Terms go into effect, then you have accepted the changes to these Terms.

### **Privacy Policy**

For information about how we collect and use information about users of the Service, please check out our privacy policy available at <https://deckard.com/files/privacy.pdf>

### **Third-Party Services**

From time to time, we may provide you with links to third party websites or services that we do not own or control. Your use of the Service may also include the use of applications that are developed or owned by a third party. Your use of such third party applications, websites, and services is governed by that party's own terms of service or privacy policies. We encourage you to read the terms and conditions and privacy policy of any third party application, website or service that you visit or use.

### **Creating Accounts**

When you create an account or use another service to log in to the Service, you agree to maintain the security of your password and accept all risks of unauthorized access to any data or other information you provide to the Service.

If you discover or suspect any Service security breaches, please let us know as soon as possible.

### **Your Conduct**

You are prohibited from using this Service in any manner that is unlawful or causes or could potentially cause damage to the Service, disrupt its availability or accessibility, or involve any unlawful, fraudulent, harmful, or illegal activities. You may not:

- Copy, store, host, transmit, distribute, or publish any content that contains or is linked to spyware, viruses, Trojan horses, worms, keyloggers, rootkits, or any other malicious software.
- Engage in automated or systematic data collection activities (e.g., scraping, data mining, data extraction, data harvesting) on or related to this Service without the express written consent of Deckard Technologies.
- Use this Service for marketing-related activities, such as sending unsolicited commercial messages, without

prior written consent of Deckard Technologies.

- Provide false, inaccurate, or misleading information when uploading or submitting content to this Service.
- Modify, create derivative works of, reverse engineer, or otherwise access the Service to build a competitive product or service.
- Download (other than page caching) any portion of the Service or its content.
- Use the Service for any purpose other than its intended use.
- Violate or infringe upon Deckard Technologies' intellectual property rights, including copyrights, trademarks, or proprietary information.

Use of the Service in violation of the foregoing may result in the termination of your access to the Service.

### **Hyperlinks and Third Party Content**

You may create a hyperlink to the Service, but, you may not use, frame or utilize framing techniques to enclose any of our trademarks, logos or other proprietary information without our express written consent.

**Deckard Technologies** makes no claim or representation regarding and accepts no responsibility for third party websites accessible by hyperlink from the Service or websites linking to the Service. When you leave the Service, you should be aware that these Terms and our policies no longer govern.

If there is any content on the Service from you and others, we don't review, verify or authenticate it, and it may include inaccuracies or false information. We make no representations, warranties, or guarantees relating to the quality, suitability, truth, accuracy or completeness of any content contained in the Service. You acknowledge sole responsibility for and assume all risk arising from your use of or reliance on any content.

### **Unavoidable Legal Stuff**

THE SERVICE AND ANY CONTENT OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN AS-IS AND AS AVAILABLE BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. WE DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Service will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Service for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICE OR ITEMS OBTAINED THROUGH THE SERVICE OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

IN NO EVENT WILL **Deckard Technologies** BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY OTHER SERVICE AND/OR CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE AMOUNT YOU PAID

**TO Deckard Technologies.** THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

You agree to defend, indemnify and hold us harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees, costs, penalties, interest and disbursements) we incur in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party relating to your use of the Service or the use of the Service by any person using your account, including any claim that your use of the Service violates any applicable law or regulation, or the rights of any third party, and/or your violation of these Terms.

### **Governing Law**

The validity of these Terms and the rights, obligations, and relations of the parties under these Terms will be construed and determined under and in accordance with the laws of the State of California and controlling U.S. federal law without regard to conflicts of law principles. The owner of the Service is based in the State of California in the United States. We provide this Service for use only by persons located in the United States. We make no claims that the Service or any of its content is accessible or appropriate outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Jurisdiction**

You expressly agree that exclusive jurisdiction for any dispute with regard to the Service or relating to your use of it, resides in the courts of California and controlling U.S. federal law and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of California and controlling U.S. federal courts located in California.

### **Termination**

If you breach any of these Terms, we have the right to suspend or disable your access to or use of the Service.

### **Entire Agreement**

These Terms constitute the entire agreement between you and **Deckard Technologies** regarding the use of the Service, superseding any prior agreements between you and **Deckard Technologies** relating to your use of the Service.

### **Questions & Contact Information**

Questions or comments about the Service may be directed to us at the email address [info@deckard.com](mailto:info@deckard.com)