

# GTI Terms of Service for Self-Service Developer Portal

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Welcome to the Gyr Falcon Technology Inc. ("GTI") Self-Service Developer Portal ("Dev Portal"). While we try to write the GTI Terms of Service ("Terms") in an easy to understand format, your access to and use of the Dev Portal is conditioned on your acceptance of and compliance with the Terms. By using the Dev Portal and related materials made available to you, you agree to be bound by the Terms.

Protect Your Account - You are provided with access to a password-protected Dev Portal. You will protect the login credentials provided and not share them with any third parties. You are responsible for maintaining the confidentiality of the information you submit through your account and the corresponding password, and for restricting access to your account. You agree to accept responsibility for all activities that occur under your account or password.

Confidentiality - All information posted on the Dev Portal is confidential. You agree to not share any information made available on the Dev Portal publicly or with third parties not associated with the Dev Portal. You shall not (nor allow, authorize or assist others to): decompile, reverse engineer, disassemble, modify, sublicense, network, rent, lease, loan, timeshare, sell, transmit, distribute, disclose, publicly display, publish, reproduce, create derivative works based on, assign or transfer the materials or information in relation to the Dev Portal including Feedback (as defined below) to any other person or entity.

Ownership - GTI owns the Dev Portal, accompanying documentation and services, including all related intellectual property rights therein. All of our rights not expressly granted by these terms are hereby retained.

Feedback - You may provide GTI with comments concerning the Dev Portal or your evaluation and use thereof ("Feedback"). Your Feedback is vital to the growth and development of the Dev Portal. We want to know what is valuable to you, and what additional resources you would like GTI to provide. You agree that the Feedback is the exclusive property and confidential information of GTI, and you hereby assign all Feedback to GTI at no cost. GTI may freely use, reproduce, license, distribute, and otherwise commercialize Feedback without the payment of any royalties or fees, but is under no obligation to use or incorporate Feedback in any way.

No Warranties - All information, software or resources are provided on an "as is" and "as available" basis without any warranties of any kind, and we expressly disclaim any and all warranties, whether express or implied, including the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. You acknowledge that we do not warrant that the Dev Portal will be uninterrupted, timely, secure, or error-free.

Limitation of Liability - In no event will GTI's aggregate liability arising out of or related to the Terms or your access to the Dev Portal (whether in contract or tort or under any other theory of liability) exceed US\$500. In no event will GTI have any liability to you or any third party for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or under any other theory of

liability, and whether or not you or the third party has been advised of the possibility of such damage. The foregoing disclaimer will not apply to the extent prohibited by applicable law.

Indemnity- You will indemnify, defend, and hold GTI and its employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your obligations set forth in these Terms; (b) your wrongful or improper use of the Dev Portal; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of the United States or any other country; or (e) any other party's access and/or use of the Dev Portal with your unique name, password or other appropriate security code.

Links To Other Web Sites – The Dev Portal may contain links to third-party web sites or services that are not owned or controlled by GTI. GTI has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that GTI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

Termination - We may terminate or suspend access to the Dev Portal immediately, without prior notice or liability, without limitation, if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Changes - GTI reserves the right, at our sole discretion, to modify or replace the Terms at any time. If a revision is material we will make reasonable efforts to notify you prior to new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Governing Law - The Terms and claims arising under the Terms are governed by the laws of California without regard to its choice of law or conflicts of law principles. The state and/or federal courts residing in Santa Clara County, California shall have exclusive jurisdiction over any dispute or claim arising out of the Terms. You may not export the information and materials included in or relating to the Dev Portal in violation of applicable export laws and regulations.

Contact Us - If you have any questions about these Terms, please contact us at [dev@gyrfalcontech.ai](mailto:dev@gyrfalcontech.ai).