

## AI Terms and Conditions

Please read these Terms and Conditions carefully before using our AI Product(s)!

Welcome to the Website <https://www.devart.com/dbforge/> (the "Website") where you can access Devart dbForge AI product(s) ("AI Product(s)").

These Terms and Conditions constitute a binding legal agreement between You and DEVART LTD ("Devart dbForge", or "We", or "Us").

By accessing and/or using Our AI Product(s), and/or giving your consent by clicking the respective "I agree" button (or as another similar wording may be available) when You access or use, or register/connect to the AI Product(s) through any mobile phone, tablet, computer, or another device, you as a user ("You", or "User") of the AI Product(s), confirm that **You have read, understand and agree to be bound by these Terms and Conditions and [Acceptable Use Policy](#)** which are incorporated by reference into this agreement with You (this "Agreement"), and all other related documents, policies, and terms and conditions, and any applicable laws relating to our relationships.

Devart may change these Terms and Conditions at any time without notice, immediately effective upon posting such changes to the Website. Continued use of the AI Product(s) will be deemed Your acceptance of the revised Terms and Conditions. We may notify You about the updates to these Terms and Conditions, but We assume no obligation for such notification. Therefore, We encourage You to periodically check these Terms and Conditions for any updates.

**If You disagree with these Terms and Conditions, please do not use Our AI Product(s).**

### 1. Scope of the Service(s) and General

1.1. Using the AI Product(s) with the User's device, the User can access Our Website and the functions it provides in relation to generative artificial intelligence for question answering, optimization, and auto-completion of SQL code, including syntax error corrections, analysis of database performance with recommendations on indexing and query optimization, automatic detection of potential errors through pattern analysis, provision of contextual hints to assist user learning, and/or similar or related activities as may be available.

### 2. User's Age; Permitted and Authorized Use

2.1. The AI Product(s) are not designed for or directed at persons under 18 (eighteen) years of age. If You are under 18 (eighteen) years of age, then You may not, under any circumstances or for any reason, use the AI Product(s).

2.2. By using Our AI Product(s) and/or agreeing to be bound by these Terms and Conditions, You represent and warrant that You have reached the minimum age required hereunder and the following conditions applicable to You are complied with:

2.2.1. If Your country of residence has the age of majority and legal consent requirements more restrictive than those outlined in these Terms and Conditions, You must comply with the requirements of Your country of registration.

2.2.2. If You use Our AI Product(s) and/or agree to be bound by these Terms and Conditions in another way on behalf of a legal or business entity, You represent and warrant that You are authorized to do so on that entity's behalf and bind them in this regard. In such a case, the references to "You" and "User" will include a reference to that entity.

2.3. You expressly accept that Your use of the AI Product(s) will be carried out under Your sole and exclusive responsibility.

2.4. You agree that Your use of the AI Product(s) shall comply with all applicable laws, regulations, and guidelines.

2.5. The right to access the AI Product(s) is revoked where these Terms and Conditions or use of the AI Product(s) is prohibited or to the extent offering, selling, or providing the AI Product(s) conflicts with any applicable law, rule, or regulation. Further, the AI Product(s) are offered only for Your use and not for the use or benefit of any third party.

2.6. You are solely responsible for Your interaction with the AI Product(s) and other third parties you contact through Our Website.

2.7. When using the AI Product(s), You agree not to carry out any conduct that could damage the interests or rights of Devart dbForge or third parties, nor actions that could damage or render the AI Product(s) unusable or that in any other way could prevent the normal operation of the AI Product(s). Specifically, You agree:

2.7.1. To make diligent, correct, and lawful use of the AI Product(s), respecting the current legislation and, in particular, that relating to intellectual and industrial property

2.7.2. Not to use the AI Product(s) for commercial purposes, for example, collecting information or content to provide other services that may be a competition to Devart dbForge

2.7.3. Not to modify or try to modify the AI Product(s), or take actions aimed at copying or simulating its appearance or functions

2.7.4. Not to carry out actions that involve the introduction of computer viruses, worms, Trojans, or any other kind of malicious code intended to interrupt, destroy, or limit the operation of the AI Product(s)

2.7.5. Not to remove or modify any copyright notices, restrictions, or proprietary marks of any kind of Us or Our licensors

2.7.6. Not to use reverse engineering techniques and/or decipher, decompile, or use any other system intended to know the source/object code of the AI Product(s), or any element protected by intellectual property regulations

2.7.7. Not to interfere with or disrupt the AI Product(s), or any network, server, or similar infrastructure connected to the AI Product(s), or disobey any requirements, procedures, policies, or regulations of the foregoing, including via a denial of service attack or a distributed denial of service attack, or any other attack or interference of any nature, or using any device, software, or routine

2.7.8. Not to probe, scan, or test the workload or performance indicators, or vulnerability of the AI Product(s), or any network, server, or similar infrastructure connected to the AI Product(s), including the security structure thereof

2.7.9. To review these Terms and Conditions periodically, checking the changes that, where appropriate, Devart dbForge has implemented.

2.8. We may update, modify, or eliminate the AI Product(s), or limit and/or prevent access to it at any time and without prior notice.

2.9. Except as expressly stated in these Terms and Conditions, We make no representations or warranties that Your use of the AI Product(s) is appropriate in Your jurisdiction. Other than as indicated herein, You are responsible for Your compliance with any local and/or other laws, as applicable to Your use of the AI Product(s).

### **3. Access or Registration on the Website; Access/Account Features**

3.1. Our AI Product(s) does not require specific registration to access them. However, only after the connection/registration or other similar available process, will the User be able to use the services of Our Website and get the best out of it.

3.2. To access Our Website, You may otherwise need to create an account ("Account"). To do so, You may need to use Your accounts on third-party services available on the Website (such as Google and/or others) or use other data required for the Account (such as a working email and a password) as and if required. At the time of registration, it may be necessary to confirm Your email by entering a verification code, which is sent to the indicated email address.

3.3. After connecting or registering as described, You can then access/log in to Our Website with Your credentials provided during such connecting/registration. The information You give Us has to be accurate, current, and complete.

3.4. You are responsible for maintaining the confidentiality of Your login credentials. You undertake to promptly notify Us in writing if You become aware of any unauthorized access or use of Your credentials/Account. You will be solely responsible and liable for any losses, damages, liability, and expenses incurred by Us or a third party, due to any unauthorized usage of Your credentials/Account by either You or any other User or third party on Your behalf.

3.5. The Website may offer different types of User access, such as depending on the different features that may be available on the Website. Different types of User access, or such other criteria or features, may provide different functionalities or features of the Website, as may be available on the Website.

3.6. Some features of Our AI Product(s) may only be accessible to Users who have purchased or subscribed to certain core products or services offered by Us. The AI Product(s) is designed as supplementary tools that integrate with Our primary offerings, and in some cases, their use may require prior purchase or subscription to Our main products or services.

3.7. We have the right to disable Your access/Account at any time for any reason or without one, including, without limitation, if We become aware that:

3.7.1. You may not be of sufficient age to access Our services or register an Account.

3.7.2. You are not authorized to use the Website.

3.7.3. Your use of the AI Product(s) is considered prohibited or otherwise unlawful.

3.7.4. Your payment obligations hereunder are, or are likely to become, overdue.

3.7.5. You may violate these Terms and Conditions or any law or regulation.

3.8. If You lose Your password, please use the procedure that may be available to restore the password, if any. More information can be found on Our Website, or by contacting Our customer support at support@devart.com.

3.9. If You are provided with an option to delete Your access/Account and if You use it, We will delete all Your information, except for the minimum that is needed for complying with and the fulfillment of the accounting obligation to tax authorities as set by applicable laws, or for complying with any other applicable laws or meeting law enforcement requirements, or for other compelling legitimate grounds. Please be advised that upon deleting, data created within Your access/Account will not be recoverable thereafter, and even if You, later on, decide to reconnect/re-register an Account or re-subscribe, You have to sign up again and start all over the registration process.

#### **4. Fees and Refunds**

**4.1. Fees and Taxes.** Our AI Product(s) features of the Website are offered for a fee on a subscription basis. The fees are exclusive of any and all taxes, and You shall bear sole responsibility and liability to pay any applicable taxes required for payment of fees to Us.

**4.2. Trial Period.** We may offer a 14-calendar-day trial period during which You can access and use Our AI Product(s) for free. The trial period allows You to explore Our features and capabilities of the AI Product(s) before committing to a paid subscription. At the end of the trial period, in order to continue using the AI Product(s), You must provide and link a valid payment method (such as a payment card or account) as specified below in the Payment Processing and Renewal section. If no valid payment method is provided before the trial expires, Your access to the AI Product(s) will be automatically terminated.

**4.2.1. Subscriptions.** You may purchase a monthly subscription to access and use Our AI Product(s). This subscription grants You access to certain features and tools for personal use as described on the Website.

**4.3. Usage Limits.** The features of the AI Product(s) and functions are subject to usage limits based on the number of Requests (Credits or similar name as available), as specified on the AI Product(s). A "Request" means a unit of the AI Product(s) usage required to access or utilize certain features. When You reach Your plan's usage limits, We may notify You of Your remaining and/or depleted Requests but assume no obligation for such notification.

**4.3.1.** You acknowledge and agree that Your purchase of a subscription is not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by Us regarding future functionality or features.

**4.4. Payment Processing and Renewal.** You can make purchases directly on the Website using the payment options available, and by entering Your payment-related information and/or connecting Your payment card/account, or otherwise as required and available. By doing so, You authorize Us and Our payment processor to charge You based on the provided payment information and method, for the service or/and product You selected and any further renewal transactions. You shall provide Us with complete, up-to-date, and accurate billing information and a valid payment method, and You shall bear the sole responsibility and liability if such is/are incomplete, out-of-date, inaccurate, or invalid.

**4.5. Third-Party Payment Processor Disclaimer.** The processing of payments will be subject to the terms and conditions and privacy policy of the relevant third-party payment processor, and We disclaim all and any liability in relation to the security or performance of it and other related issues.

**4.6. Expiration and Termination Terms.** Your rights to access/use the features of the AI Product(s) offered for a fee will expire at the end of the period paid by You. We reserve the right to disable or terminate Your access to the AI Product(s) (and may do so without prior or up-to-date notice). So, please make sure that You download, save, copy, or otherwise export any and all Your Data/Outputs prior to such expiration. We may, but shall be under no obligation to store and host such Data/Outputs upon such expiration and may, at Our sole discretion, delete such Data/Outputs, and We disclaim all and any liability both to You and to any other third party in connection thereto.

**4.7. Auto-Renewal Terms.** By signing up for a certain subscription plan, You agree that, in order to let You avoid any interruptions in using the best of the AI Product(s), Your subscription plan may be automatically renewed, for the same term and rate, unless otherwise disclosed to You on the Website. You may opt out of Your subscription plan's auto-renewal before the expiration of the prior term subject to the terms and conditions as available on the Website. To do so, You should follow the instructions on the Website, or contact Our customer support at support@devart.com at least 2 (two) calendar days prior to the expiration of the prior subscription plan term, and We will use Our best endeavors to process Your request before such expiration.

**4.8. Changes to Features/Pricing.** The features of the Website that are offered on a paid basis (and on a free basis, as well) may be subject to change at Our sole discretion at any time and as will be available on the Website. We may also change subscription fees, at any time and without notice.

**4.9. Refund Policy.** All products are covered by the standard Devart Refund policy. For more details, please contact Our customer support at support@devart.com.

## **5. User Data; AI Features**

5.1. You can provide, upload, submit, transmit, or otherwise make available any data, file attachments, text, messages, or any other information or data to or through the AI Product(s) on the Website ("Data" or "Input(s)").

5.2. When You provide, upload, submit, transmit, or otherwise make available any Data to or through the AI Product(s) on the Website, You hereby grant to Us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to access, host, use, distribute, process, modify, distribute, run, copy, publicly perform, display, and/or translate Your Data and/or create derivative works of Your Data, in any form or media, anywhere, and without any notice or compensation to You of any kind. This license will end when Your Data is deleted from Our systems. Such license is granted to (i) run, maintain, and provide You the AI Product(s); (ii) prevent or address technical or security issues and resolve support requests; (iii) investigate when We have a good faith belief or have received a complaint alleging that such Data violates these Terms and Conditions; (iv) comply with a valid legal subpoena, request, or any other lawful process; (v) accomplish other applicable purposes; and (vi) as otherwise expressly permitted in writing by You. Such license shall also cover Our usage of non-personally identifiable information for training or other similar or related purposes (such as the implementation of the instructions, operating the prompts, rates, etc.), as well as other grounds stated in this clause, if the User agrees to it via a specific checkbox or as otherwise may be presented on the Website.

5.3. The AI Product(s) may provide responses to Your Inputs ("Output(s)"). To the extent permitted by law, We hereby assign to You all Our right, title, and interest, if any, in and to Outputs and You retain all right, title, and interest in and to Your Outputs.

5.4. When You provide or otherwise make available any Data to or through the AI Product(s) as described above, You represent and warrant that (and agree to comply as stated below):

5.4.1. You have (or have obtained) all rights, licenses, consents, permissions, and/or authority necessary to grant the rights granted herein for any Data that You provide or otherwise make available to or through the AI Product(s) on the Website.

5.4.2. All Data is in compliance with all and any applicable laws and regulations, and Our Terms and Conditions and other applicable policies.

5.4.3. All Data that You provide or otherwise make available to or through the AI Product(s) on the Website, and Your and Our use of such Data, shall not (i) infringe or violate any patents, copyrights, trademarks, or other intellectual property, privacy, data protection, proprietary, publicity, or any other rights of any third party; (ii) violate any applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer and exportation, or any of Your or a third party's policies and terms governing such Data.

5.5. Other than Our security and data protection obligations as expressly stated hereunder, We assume no and hereby disclaim all and any responsibility or liability for Your Inputs and Outputs.

5.6. To the maximum extent permitted by applicable law, We disclaim any obligation that We shall monitor, control, and/or moderate Inputs, Outputs, or features of the AI Product(s), and there shall be no claim against Us for not acting so. You shall be solely responsible for Your Inputs and Outputs and the consequences, including legal, of using, disclosing, storing, or transmitting them.

5.7. You acknowledge and agree that We shall not be treated, for any purpose, as the publisher or speaker of any content generated by features of the AI Product(s), including Outputs as a result of the Inputs You supply to features of the AI Product(s), and You are the sole publisher and speaker of any such content. You agree that You assume sole liability for such content.

5.8. You shall not submit to the AI Product(s) on the Website any data that is protected under special legislation and requires unique treatment, including sensitive data.

5.9. We reserve the right to delete any Inputs or Outputs that violate these Terms and Conditions or any applicable law or regulation. We reserve the right, at Our sole discretion, to require the deletion of any data from the platforms where You share data about Devart dbForge and/or Our AI Product(s).

5.10. In case of termination or expiration of these Terms and Conditions and/or deletion of Your User, it is Your sole liability to download, save, copy, or otherwise export any and all Your Inputs and Outputs prior to such termination or expiration hereof or deletion of Your User. Please note that We shall be under no obligation to store such Your Inputs and Outputs upon termination or expiration hereof or deletion of Your User and We shall not have any liability, neither to You nor to any other third party, in connection thereto.

## **6. Privacy**

6.1. To use the AI Product(s), You may be asked to provide certain Personal Data by different means. All the matters regarding Your Personal Data are governed by Our Privacy Policy and You provide Us with Your consent to the collection of such information by using the AI Product(s); therefore, You should ensure that You read the [Privacy Policy](#) provisions carefully.

## **7. Intellectual Property of Devart dbForge**

7.1. All intellectual property in Our AI Product(s), and materials available on the Website (excluding the Inputs and Outputs, as defined hereunder, of Users), which includes materials protected by copyright, trademark, or patent laws, including, but not limited to, the text, software, website templates and widgets, application programming interface, scripts, graphics, designs, textual content, and other materials User may view on the Website, and any modifications, enhancements, and derivations thereof, is either owned by or licensed to Us, subject to other provisions hereof. All trademarks, service marks, trade names, and other proprietary identifiers are owned, registered by, and/or licensed to Us. All rights reserved.

7.2. Upon subscribing and fulfilling the payment and other obligations of the User hereunder, We hereby grant You a limited, worldwide, non-exclusive, non-transferable right to access and use the AI Product(s) on the Website, solely for Your internal purposes.

7.3. No licenses or rights are granted to You by implication or otherwise under any intellectual property right controlled or owned by Us or the respective owners (licensors) of any such associated intellectual property, except for the permissions and rights expressly granted in these Terms and Conditions.

## **8. Notice and Procedure for Making Claims of Copyright Infringement**

8.1. If You believe that Your work has been copied and posted on Our Website in a way that constitutes copyright infringement and no legal exception exists, You (as a copyright owner or an agent authorized to act on the owner's behalf) may provide Us with the written information specified below:

8.1.1. An electronic or physical signature of the copyright owner or the person authorized to act on behalf of the copyright owner

8.1.2. An identification and description of the copyrighted work that You claim has been infringed upon

8.1.3. An identification and description of the material that You claim is infringing, and where it is located on the Website, in a manner reasonably sufficient to permit Us to locate such material, including the URL(s) on the Website where such material may be found

8.1.4. Your address, telephone number, and email address, so We can contact You

8.1.5. A statement by You that You have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law

8.1.6. A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf

8.2. Our contacts: (i) DEVART LTD; email: [support@devart.com](mailto:support@devart.com).

8.3. Please note that this procedure is exclusively for notifying Us that You believe that Your copyrighted material has been infringed.

8.4. We will make reasonable efforts to review and process Your request promptly. However, We do not assume any obligation to take action based solely on Your request without a prior thorough and independent assessment of the complaint.

## **9. Notifications; Emailing**

9.1. As a part of using the AI Product(s), We may send You notifications by emails to Your email address or other contacts You provided, which You used for registration or provided to Us otherwise. We may distribute several types of such notifications:

9.1.1. Notifications about innovations in the AI Product(s)

9.1.2. Notifications about promotional actions and offers

9.1.3. Service notifications regarding essential changes to the AI Product(s), in relation to Your use of the AI Product(s)

9.1.4. Other notifications or service letters

9.2. You agree to receive marketing emails when You give Your consent by ticking the respective box for receiving marketing emails when You access/register to the Website/to the AI Product(s) or as otherwise available on the Website. In each letter, You shall be provided with the opportunity to "Opt out of the electronic mailing list".

## **10. Third-Party Service Providers**

10.1. We reserve the right to use third-party large language model service providers published at Our Website ("Our Subcontractors"). You give Us permission to process Your Inputs and Data that We select and to share them with Our Subcontractors for the purpose of providing the AI Product(s). You agree that We may engage a new Subcontractor at any time. At least 30 (thirty) calendar days before such engagement, We will publish the planned change on the Website, and You may choose to object to the new Subcontractor. If Your objections against the new Subcontractor are not reflected by Us, You have the right to terminate these Terms before the date of such a change to the AI Product(s) is effective.

10.1.1. You are solely responsible for Your compliance with terms and conditions, privacy policy, cookie policy, privacy restrictions, and other practices of such third-party service, and applicable laws and regulations, and any activities You may conduct in relation to or may permit the third parties, including such third-party service, to conduct.

10.1.2. We disclaim any and shall have no obligation or liability of any kind in relation to any data transmission, modification, and/or removal that may result due to such integration.

10.2. By using Our AI Product(s), You may follow different links to third-party websites, applications, or other products or services operated by other subjects. You access such third-party services at Your own risk and subject to their terms and conditions. Please check the terms and conditions and privacy policy applicable to each such service You visit.

## **11. Confidentiality**

11.1. In connection with Our AI Product(s), We may disclose (the "Disclosing Party") to the User (the "Receiving Party"), certain non-public business, product, technology, and marketing information, including without limitation, customer lists and information, know-how, software, any other information internal to the Disclosing Party, and any other non-public information, that is either marked as confidential or which, from its nature, content, or the circumstances in which it is provided, is reasonably deemed to be confidential (the "Confidential Information"). For the avoidance of doubt, Our AI Product(s), and any of the technology, systems, or techniques connected or related thereto, and their respective performance information, as well as any data, trade secrets, intellectual property, software programs, and works of authorship, know-how, marketing and distribution data, planning data, reports, and materials We may provide to You in connection with Our AI Product(s) or use thereof and any copies, extracts, compilations, studies, notes, reports, materials, documentation, analyses, and reviews thereof, or any other information, which contain, reflect, or is compiled therefrom, as may be prepared or received by or on behalf of the User, are regarded Our Confidential Information.

11.2. Confidential Information does not include information that (a) at the time of disclosure or at any time thereafter is in the public domain or subsequently enters the public domain, except where this has arisen as a result of a breach of the terms of this Agreement or breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party before its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, without restriction, prior to receipt from the Disclosing Party under this Agreement, as evidenced by the Receiving Party's written records; (c) that the Receiving Party obtained from any third party who owes no obligations to the Disclosing Party in relation to the information in question; or (d) was independently acquired or developed by the Receiving Party without the aid, application, or use of the Disclosing Party's Confidential Information.

11.3. The Receiving Party will (i) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information and limit access to those employees, affiliates, service providers, and agents, on a need-to-know basis and who are bound by confidentiality obligations at least as restrictive as those contained herein; and (ii) not use or disclose any Confidential Information to any third party, except as part of its performance under these Terms and Conditions and/or as required to be disclosed to legal or financial advisors of the Receiving Party, provided that any such disclosure shall be governed by confidentiality obligations at least as restrictive as those contained herein. Notwithstanding the above, Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body or authority; provided, however, that to the maximum extent legally permissible, the Receiving Party shall make best efforts to provide prompt written notice of such requirement to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate relief.

## **12. Limitation of Liability**

12.1. We hereby disclaim any and all liabilities to You or any third party relating to Your use of Our AI Product(s).

12.2. Our AI Product(s) is (are) provided "as is" and "as available", without representation or warranty of any kind. Under no circumstances and no legal or equitable theory, whether in tort, contract, strict liability, or otherwise, shall We be liable to You in any way for any content, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content. Neither We, nor any person associated

with Us makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of Our AI Product(s) or that it will otherwise meet Your needs or expectations. To the fullest extent provided by law, We hereby disclaim all warranties of any kind, whether express or implied, statutory or otherwise, including, but not limited to, any warranties of merchantability, non-infringement, and fitness for a particular purpose.

12.3. You acknowledge and agree that any use of outputs from Our Product(s) is at your sole risk, and there is no warranty or advice given by us to you to rely on outputs as a source of truth or factual information or as a substitute for professional advice.

12.4. You understand that the content presented by the AI Product(s), whether publicly posted or privately transmitted, is the sole responsibility of the person/entity or its representative from whom such content originated. We do not control this content and do not guarantee its accuracy, integrity, or quality.

12.5. Your use of any aspect of the AI Product(s) is at Your own risk. We cannot and do not accept any liability in respect of any activities that You may undertake through using Our AI Product(s).

12.6. To the maximum extent permitted by applicable law, under no circumstances, and no legal or equitable theory, whether in tort, contract, strict liability, or otherwise, shall We, Our affiliates, or any of Our or their employees, directors, officers, agents, vendors, or suppliers be liable to You or any third party for any personal injury, including death, or for any indirect, special, incidental, punitive, or consequential losses or damages of any nature arising out of or in connection with the use of or inability to use Our AI Product(s), including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, the accuracy of results, or computer or device failure or malfunction, or the failure of security measures and protections, even if a representative of Ours or Our affiliate has been advised of or should have known of the possibility of such damages.

12.7. To the fullest extent permitted by law, under no circumstances shall Our liability to You for any claim or cause of action whatsoever, and regardless of the form of the action, whether arising in tort, contract, strict liability, or otherwise, exceed the lesser of the dollar amount You paid Us to use the AI Product(s) for 1 (one) month preceding the damages arose or USD 50 (fifty). This limitation of liability is cumulative and not per incident.

12.8. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to You. To the extent that We may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of Our liability will be the minimum permitted under such applicable law.

12.9. Any claims arising in connection with Your use of the AI Product(s) must be brought within 60 (sixty) calendar days of the date of the event giving rise to such occurred action, or as otherwise limited by applicable law. Remedies available to You under these Terms and Conditions are exclusive and are limited to those expressly provided for in these Terms and Conditions, even if the applicable remedy under these Terms and Conditions fails of its essential purpose.

### **13. Indemnity**

13.1. You agree to defend, indemnify, and hold Us harmless, including Our officers, directors, employees, agents, subcontractors, licensors and suppliers, any of Our affiliates, successors, assigns, and licensees, (and any of the foregoing in relation to Our affiliates) from and against any claims, actions, or demands, damages, losses, liabilities, judgments, settlements, costs, or expenses (including attorneys' fees and costs) arising directly or indirectly from or relating to (i) the breach of these Terms and Conditions by You or anyone using Your login credentials, or device; (ii) any claim, loss, or damage experienced from Your use or attempted use of (or inability to use) the AI Product(s); (iii) Your violation of any law or regulation; or (iv) any other matter for which You are responsible under these Terms and Conditions, or any applicable law or regulation of any nature or force.

13.2. We reserve the right to assume the exclusive defense and control of any demand, claim, or action arising hereunder or in connection with the AI Product(s) and all negotiations for settlement or compromise. You agree to fully cooperate with Us in the defense of any such demand, claim, action, settlement, or compromise negotiations, as requested by Us.

## **14. Termination**

14.1. These Terms and Conditions are effective until terminated by either You or Us.

14.1.1. You may terminate these Terms and Conditions at any time, provided that You discontinue any further use of the AI Product(s). If You violate these Terms and Conditions, Our permission to You to use the AI Product(s) will be automatically terminated.

14.1.2. We may, at Our sole discretion, terminate these Terms and Conditions and Your access to the AI Product(s), and/or any or all of the services of Our Website, at any time and for any reason, without penalty or liability to You or any third party. In the event of Your breach of these Terms and Conditions, these actions are in addition to and not in lieu of or limitation of any other right or remedy that may be available to Us.

14.2. Any termination of these Terms and Conditions for any reason shall not affect or prejudice any right to damages or other remedies which We may have in respect of the event giving rise to the termination or any other reason for damages or other remedies that we may have in respect of any breach or failure to perform these Terms and Conditions that existed at or before the date of termination.

## **14.3. Survival**

14.3.1. The provisions of the following sections and clauses survive the expiration or termination of these Terms and Conditions for any reason whatsoever: "Fees and Refunds", "User Data; AI Features"; "Privacy"; "Intellectual Property of Devart dbForge"; "Confidentiality"; "Limitation of Liability"; "Indemnity"; "Termination"; "Choice of Law and Dispute Resolution"; "Entire Agreement"; "No Waiver"; "Severability"; "Assignability".

## **15. Choice of Law and Dispute Resolution**

### **15.1. Choice of Law**

15.1.1. These Terms and Conditions, including any non-contractual obligations arising out of or in connection with them, shall be governed by and construed in accordance with the laws of England and Wales, excluding any conflict of law provisions.

### **15.2. Dispute Resolution**

15.2.1. For any dispute with DEVART LTD arising out of or in connection with these Terms and Conditions, You agree to first contact Us at support@devart.com and attempt to resolve the dispute with Us amicably. If, within 60 (sixty) calendar days from the initiation of the dispute by You, the Parties are unable to reach an agreement on its resolution, We each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms and Conditions, or the breach or alleged breach thereof, by arbitration exclusively as set forth below.

15.2.2. Any disputes arising out of or in connection with these Terms and Conditions, including any question(s) regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be in Stockholm. An arbitral award shall be final for the Parties. It shall not be allowed to submit a motion to a state court to make a decision on the lack of jurisdiction of an arbitral tribunal in connection with the issuance by the arbitral tribunal of a separate order on the existence of jurisdiction as a matter of preliminary nature. The language of the arbitration shall be English. The number of arbitrators shall be 1 (one).

15.2.3. Nothing in this Section "Choice of Law and Dispute Resolution" shall be deemed as preventing Us from seeking injunctive or other equitable relief from the arbitration or courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of Our data security, intellectual property rights, or other rights or interests.

### **15.3. Class Action and Jury Trial Waiver**

15.3.1. You hereby agree that You will not seek to have any dispute heard as, and waive any right for, a class, collective, private attorney general, or representative action or proceeding, or trial by jury in any action, proceeding, or counterclaim, or in any other proceeding. Any proceedings to resolve or litigate any dispute in any procedure will be conducted solely on an individual basis.

## **16. Miscellaneous**

### **16.1. Entire Agreement**

16.1.1. These Terms and Conditions and Privacy Policy constitute the entire Agreement between You and Us pertaining to the subject matter hereof. Anything contained in or delivered through the AI Product(s) that is inconsistent with or conflicts with the terms of this Agreement is superseded by the terms of this Agreement. These Terms and Conditions may not be modified, in whole or in part, except as described elsewhere in these Terms and Conditions.

16.1.2. Any rights not expressly granted by these Terms and Conditions are reserved to and by Devart dbForge.

### **16.2. No Waiver**

16.2.1. Failure by Us to insist upon or enforce strict performance of any provision of these Terms and Conditions and/or Our Privacy Policy shall not be construed as Our waiver of any provision or right contained herein.

### **16.3. Severability**

16.3.1. If any of the provisions of these Terms and Conditions are held to be not enforceable by a court or other tribunal of competent jurisdiction, then such provisions shall be amended, limited, or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect.

#### **16.4. Assignability**

16.4.1. You may not assign or transfer these Terms and Conditions or any of Your obligations, rights, or interests provided herein, by operation of law or otherwise, without Our prior written and explicit consent.

16.4.2. You agree that these Terms and Conditions, Privacy Policy, and/or the Agreement between You and Us in general may be assigned by Us, at Our sole discretion, to any third party.

#### **16.5. Notices**

16.5.1. Any notice or other communication under these Terms and Conditions shall be in writing and shall be considered given and received when sent by email or, if applicable (but only regarding notices from Our side), text messaging, notifications, or chatbots. The language of the communication shall be English.

#### **17. Contact Us**

17.1. Notices relating to these Terms and Conditions may be sent to You via email to the email address or by SMS to Your phone number that You used for connecting to/registration on the Website, or provided to Us otherwise. You expressly authorize Us to contact You via such email or phone number in the event We are required by law to notify You of a data security incident or data breach.

17.2. Please submit any notices, feedback, comments, requests for technical support, and other communications to Us relating to these Terms and Conditions via Our customer support at [support@devart.com](mailto:support@devart.com).