

# Terms

This policy outlines our commitment to protecting the privacy of personal data collected from our enterprise clients. It describes how we collect, use, protect, retain, and manage personal data in compliance with applicable data protection laws, including GDPR.

## *1. Introduction*

LeapSTK (“LeapSTK,” “we,” “our,” “us”) offers a variety of team productivity, collaboration, and organizational tools, and websites, including but not limited to app.leapstk.com and leapstk.com (the “Websites”).

These User Terms of Service (“Terms”) form a binding legal agreement between you and LeapSTK, outlining the rules for using our Service and Websites. These Terms are applicable to you as a user of the Service, except where exceptions apply to Managed Users. By accessing or using the Service and Websites, you acknowledge and agree to be bound by these Terms (as relevant) and confirm that you have read and understood our Privacy Statement, which is incorporated by reference.

If you do not agree to these Terms, please do not access or use the Service or Websites.

We reserve the right to update these Terms from time to time by posting a revised version on our website. If, in LeapSTK’s sole discretion, the changes to these Terms are significant, we will provide you with reasonable notice before the changes become effective. This notice may be given by emailing the address associated with your account or by notifying you through the Service and/or Websites. If you do not agree with the modified Terms or are unable to comply with them, you must stop using the Service and Websites. Unless specified otherwise in these Terms or in our notice, the updated Terms will become effective upon posting and will apply moving forward. Your continued use of the Service and Websites after any update to these Terms signifies your acceptance of the changes.

## *2. How These Terms Apply*

By using LeapSTK, you fall into one or more of the following three different categories of LeapSTK user:

- “Site Visitors” are users of the Websites.
- “Managed Users” use the Service as part of any paid LeapSTK subscription plan purchased by an entity (the “Customer”) who has separately entered into a written agreement with LeapSTK (the “Customer Agreement”) governing access and use of the Service and permitting such Customer to create and configure LeapSTK so that Managed Users may join.

To the extent you are a Managed User, only the following sections of these Terms will apply to you: Section 1 (Introduction); Section 2 (How These Terms Apply); and Section 6 (Acceptable Use Policy).

As a Managed User, you access the Service through a LeapSTK Customer. For instance, if you are joining your employer's organization, your employer is the Customer. The Customer Agreement governs our relationship and our commitment to providing the Service to that Customer, who can then invite Managed Users to join their LeapSTK instance. When you or another Managed User submit content or information to the Service, such as messages or files ("Customer Data"), you acknowledge and agree that, between LeapSTK and the Customer, the Customer controls the Customer Data. The Customer Agreement grants the Customer choices and control over this data. For example, the Customer may manage permissions, enable or disable third-party integrations, or take actions to expand, consolidate, or share the contents of LeapSTK portfolios, projects, tasks, and subtasks. These choices and instructions may result in the access, use, disclosure, modification, or deletion of some or all of the Customer Data.

AS BETWEEN LEAPSTK AND CUSTOMER, YOU ACKNOWLEDGE AND AGREE THAT IT IS SOLELY CUSTOMER'S RESPONSIBILITY TO (A) INFORM YOU AND ANY OTHER MANAGED USERS OF ANY RELEVANT CUSTOMER POLICIES, PRACTICES AND SETTINGS THAT MAY IMPACT THE PROCESSING OF CUSTOMER DATA; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM YOU AND ANY OTHER MANAGED USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF CUSTOMER DATA AND THE OPERATION OF THE SERVICE; (C) ENSURE THAT THE TRANSFER AND PROCESSING OF CUSTOMER DATA UNDER THE CUSTOMER AGREEMENT IS LAWFUL; AND (D) RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU AND ANY OTHER MANAGED USERS RELATING TO CUSTOMER DATA, THE SERVICE OR CUSTOMER'S FAILURE TO FULFILL THESE OBLIGATIONS. IN YOUR CAPACITY AS AN MANAGED USER, LEAPSTK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (WHETHER EXPRESS OR IMPLIED) TO YOU RELATING TO THE SERVICE, WHICH IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS.

### *3. Eligibility and Scope*

Should the aforementioned representations not be accurate, or if LeapSTK has previously prohibited you from accessing or using the Service and Websites, you are not permitted to access or use the Service and Websites.

If you have any other text or sections you'd like rephrased, feel free to share!

## *4. Account Registration and Use*

### *4.1 Account Registration and Confidentiality*

In order to access certain features of our Services and Websites, you will be required to have a LeapSTK account registered by your Administrator. You are solely responsible for safeguarding the confidentiality and security of your password and account credentials. We assume that any communication received through your account originates from you, and you accept full responsibility for all activities that occur under your username and password. If you are designated as a workspace or organization owner, administrator, or have provided written confirmation of your decision-making authority on behalf of a workspace or organization ("Account Administrator"), you represent and warrant that you possess the necessary authorization to act in such capacity. You further agree that LeapSTK may rely on your instructions.

## *4.2 Unauthorized Account Use*

If the Account Administrator or Customer loses access to an account or requests related information, LeapSTK reserves the right to request any verification deemed necessary before restoring access or providing account information. This verification process is entirely at LeapSTK's discretion.

## *5. License*

LeapSTK grants you a limited right to access and use their Services and Websites, subject to your compliance with these Terms. This permission is for internal uses authorized by the designated Account Administrator within your organization, and it has several restrictions. It is limited, meaning it doesn't grant full ownership or exclusive rights. It is non-exclusive, meaning others may also be granted access. It is non-sublicensable and non-transferable, so you cannot share this permission with others. Finally, it is revocable, meaning LeapSTK can terminate your access at any time for any reason. You are only permitted to use the Services and Websites in a way that complies with these Terms and all applicable laws

## *6. Acceptable Use Policy*

You acknowledge and agree to comply with these Terms, including the following rules regarding acceptable use of the Service and Websites (the "Acceptable Use Policy").

### *6.1 Disruption of the Service*

You are strictly prohibited from engaging in any of the following activities:

- **Unauthorized Access and Tampering:** Accessing, tampering with, or using non-public areas of the Service and Websites, LeapSTK's computer systems, or the technical delivery systems of LeapSTK's providers is prohibited.
- **Vulnerability Testing and Security Breaches:** You must not probe, scan, or test the vulnerability of any system or network or attempt to circumvent any security measures.
- **Unapproved Access Methods:** Accessing or searching the Service and Websites using any means other than LeapSTK's publicly supported interfaces (such as "scraping") is not permitted.
- **Disruption of Service:** Interfering with, disrupting, or attempting to disrupt the Service and Websites' infrastructure or the access of any user, host, or network is prohibited. This includes, but is not limited to, sending viruses, overloading, flooding, spamming, or mail-bombing the Service and Websites, as well as scripting the creation of User Content that interferes with the Service and Websites.
- **Artificial Intelligence Misuse:** You must not prompt or otherwise attempt to use artificial intelligence (AI) models in a manner that violates these Terms or intentionally circumvents the safety filters and functionality of the Service.

### *6.2 Misuse of the Service and Websites*

You are strictly prohibited from using the Service and Websites to carry out, promote, or support any of the following activities:

- **Disinformation and Fraud:** Engaging in any activities involving disinformation, deception, or other fraudulent activities.
- **Impersonation and Misrepresentation:** Impersonating another person or entity, or misrepresenting your affiliation with a person or entity, including but not limited to activities such as “spoofing” or “phishing.”
- **Defamation and Harassment:** Conducting activities that are defamatory, libelous, threatening, or that otherwise constitute hate speech, harassment, or stalking.
- **Legal Violations and Rights Infringements:** Violating any laws or the rights of others, including unlawful tracking, monitoring, or identification of individuals, or publishing or sharing another person’s confidential or personal information without their express authorization and permission.
- **Harm to Minors:** Causing harm or abuse to a minor, including but not limited to grooming and child sexual exploitation.
- **Unsolicited Communications:** Sending unsolicited communications, promotions, advertisements, or spam.
- **Malicious Content:** Publishing or sharing malicious content.
- **Unauthorized Promotions:** Promoting or advertising products or services other than your own without appropriate authorization.
- **Competing Services:** Developing services that compete with LeapSTK.

### *6.3 User Content*

You are strictly prohibited from posting any User Content on the Service or Websites, or from using the Service or Websites, in a manner that:

- **Deceptive and Fraudulent Content:** Is deceptive, fraudulent, illegal, obscene, defamatory, disparaging, libelous, threatening, or pornographic. This includes, but is not limited to, child pornography, which, upon detection, will be removed and reported to law enforcement, including the National Center for Missing and Exploited Children.
- **Misleading AI Content:** Suggests that any content, information, or other outputs generated by artificial intelligence are human-generated.
- **Discriminatory Speech:** Criticizes individuals or groups based on race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition.
- **Sensitive Personal Information:** Contains any sensitive personal information as defined by applicable law, such as financial information, payment card numbers, social security

numbers, or health information, without the prior written consent of LeapSTK granted as part of a Customer Agreement.

- **Malicious Software:** Contains viruses, bots, worms, or other similar harmful materials.
- **Unauthorized Information:** Contains any information that you do not have the legal right to make available under any law or contractual or fiduciary duty.
- **Potential Damage:** Could otherwise cause damage to LeapSTK or any third party.

#### *6.4 Acceptable Use Violations*

If LeapSTK reasonably believes that a violation of this Acceptable Use Policy has occurred or may imminently occur in a manner that could disrupt the Service or Websites for our Customers or other users, we reserve the right to suspend or terminate your access to the Service and Websites. This action may be taken without any liability to LeapSTK and is in addition to any other remedies that may be available to us. Furthermore, LeapSTK reserves the right to notify the applicable Account Administrator regarding any such violations.

### *7. Proprietary Rights*

LeapSTK and its licensors exclusively own all rights, titles, and interests in and to all intellectual property rights associated with the Service and Websites. You agree to comply with all applicable copyright and other laws, as well as any additional copyright notices or restrictions provided within the Service and Websites. All current and future rights to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, whether domestic or foreign, including without limitation rights to all applications and registrations pertaining to the Service and Websites, shall, as between you and LeapSTK, at all times remain the sole and exclusive property of LeapSTK.

### *8. User Content and Feedback*

#### *8.1 User Content and Submissions on the Service*

The Service allows you to create tasks and submit associated information, text, files, and other materials (collectively, "User Content") and to share that User Content with others. User Content submitted or otherwise made available to the Service is subject to the following terms:

#### *8.2 Free User Content*

Free Users retain ownership of the content they submit to the Service ("Free User Content"). By submitting Free User Content, Free Users grant LeapSTK a license to access, use, copy, reproduce, process, adapt, publish, transmit, and display such content as necessary to provide the Service, and as allowed by LeapSTK's Privacy Statement, including actions required by law or in good faith compliance with legal processes. LeapSTK reserves the right to remove any Free User Content from

the Service that violates these Terms or is otherwise deemed objectionable at the sole discretion of LeapSTK.

### *8.3 Managed User Content on the Service*

User Content submitted to the Service by Managed Users is Customer Data, which is owned and controlled by the Customer, in accordance with the Customer Agreement.

## **9. WARRANTIES, DISCLAIMER, AND LIMITATION OF LIABILITY**

### *Disclaimer of Warranties*

The Service and Websites, including User Content provided by LeapSTK, its licensors, vendors, or users, and other information accessible from the Service and Websites, are provided on an “as is” basis without warranty, representation, condition, or guarantee of any kind, whether express or implied. This includes, but is not limited to, any implied warranties, representations, conditions, or guarantees of quality, merchantability, fitness for a particular purpose, or non-infringement, all of which are disclaimed to the fullest extent permitted by law. Specifically, but without limitation, LeapSTK does not warrant that: (i) the information available on the Service and Websites is free of errors; (ii) the functions or features, including mechanisms for downloading and uploading User Content, will be uninterrupted, secure, or error-free; (iii) defects will be corrected; or (iv) the Service and Websites or the server(s) that make the Service and Websites available are free of viruses or other harmful components.

LeapSTK does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service and Websites or any website featured or linked to through the Service and Websites. LeapSTK will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services through the Service and Websites. LeapSTK will not be liable for the offensive or illegal conduct of any third party. You voluntarily assume the risk of harm or damage from the foregoing. These limitations apply even if a remedy fails of its essential purpose and to the fullest extent permitted by law.

### *Limitation of Liability*

In no event shall LeapSTK or its affiliates, licensors, vendors, or any of their respective directors, officers, employees, agents, or other representatives be liable to you or any other person or entity for any indirect, special, incidental, consequential, or punitive damages, including but not limited to damages for loss of profits, loss of data, loss of use, or costs of obtaining substitute goods or services, arising out of or in connection with the Service and Websites, any materials, information, or recommendations appearing on the Service and Websites, or any link provided on the Service and Websites, whether or not LeapSTK has been advised of the possibility of such damages and whether based upon warranty, contract, tort, strict liability, violation of statute, or otherwise. This exclusion of liability applies to the fullest extent permitted by law.

Some countries and Canada jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as above in this section 9. Accordingly, some of the above limitations may not apply to you.

## *10. Indemnification*

You agree to indemnify, defend, and hold LeapSTK, its affiliates, and their respective officers, directors, employees, members, shareholders, contractors, or representatives harmless from and against any claim or demand, including reasonable attorneys' fees, arising out of or in connection with your use of the Service and Websites, your connection to the Service and Websites, your violation of the Terms, your violation of any applicable law, your submission or transmission of User Content to the Service and Websites, and/or your violation of any rights of another individual or entity. LeapSTK reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such cases, you agree to cooperate with LeapSTK in asserting any available defenses.

## *11. General Terms*

### *11.1 Modifications to the Service*

We reserve the right, at any time and at our sole discretion, to modify or discontinue, temporarily or permanently, the Service and Websites (or any part thereof), with or without notice to you. You agree that LeapSTK shall not be liable to you or any third party for any modification, suspension, or discontinuation of the Service and Websites.

### *11.2 Controlling Law*

These Terms will be governed by the laws of Canada, regardless of its conflicts of law principles.

### *11.3 Initial Dispute Resolution*

Most disputes can be resolved without resorting to formal dispute resolution. If you have any issue with us or our Service, you agree that before taking any formal action, you will contact us and provide a brief, written description of the dispute along with your contact information (including your username, if your dispute relates to an account).

Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with LeapSTK. Good faith negotiations shall be a condition precedent to either party initiating a lawsuit.

### *11.4 No Waiver*

The failure of LeapSTK to exercise or enforce any right or remedy in these Terms does not waive that right or remedy. If any provision of these Terms is found to be invalid or unenforceable, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.

### *11.5 Entire Agreement*

These Terms (including all terms and conditions incorporated herein) constitute the entire agreement between you and LeapSTK, superseding any prior agreements between you and LeapSTK regarding the subject matter herein. In the event of any conflict or inconsistency between the provisions of these Terms and any other terms or resources referenced herein, the following order of precedence shall apply:

- The terms directly stated in these Terms will prevail first.
- In case of conflict or inconsistency between an applicable Customer Agreement and these Terms, the terms of the Customer Agreement will prevail first, followed by the provisions in these Terms.
- Pages referenced in these Terms (e.g., the Privacy Statement) will follow in precedence.

The applicable Customer is responsible for notifying Managed Users of any such conflicts or inconsistencies. Until such notification, the terms set forth herein will be binding.

### *11.6 Translations*

Any non-English translations of these Terms are provided for convenience only. In the event of any ambiguity or conflict between translations, the English version shall control.

### *11.7 Miscellaneous.*

- **Assignment:** These Terms, and any rights or licenses granted hereunder, may not be assigned or delegated by you. However, these Terms, and any rights or licenses granted hereunder, may be assigned or delegated by LeapSTK without restriction.
- **Binding Effect:** These Terms bind and inure to the benefit of each party and their respective successors and permitted assigns.
- **Modification:** These Terms may not be modified by an oral statement from a representative of LeapSTK.
- **No Agency:** No agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms.
- **Electronic Agreements:** You agree that agreements made electronically between you and us are as legally binding as if made in physical written form.
- **Government Use:** If you are using the Service and Websites for or on behalf of the Canada government, your license rights do not exceed those granted to non-government consumers.
- **Section Titles:** The section titles in these Terms are for convenience only and have no legal or contractual effect.
- **Survival:** Any provision of these Terms that by its nature is reasonably intended to survive beyond termination or expiration shall survive. Specifically, the following sections shall survive any termination or expiration of these Terms: Sections 1 (Introduction); 2 (How These Terms Apply); 7 (Proprietary Rights); 8 (User Content and Feedback); 9 (Warranties, Disclaimer, and Limitation of Liability); 10 (Indemnification); and 11 (General Terms).



### *11.8 Notices*

We may deliver notice to you by email, posting a notice on the Service and Websites or any other method we choose and such notice will be effective on dispatch.

## *12. Questions*

If you have any questions about these Terms, please contact us.

## *Policy Administration*

This policy is administered by the Information Security Officer and reviewed annually or as needed to ensure alignment with changing security requirements and business goals. Changes to the policy will be communicated to all employees to ensure ongoing compliance and awareness.

## *Approval and Review*

This policy is approved by the executive management team and will be reviewed regularly to ensure its effectiveness and relevance.

**Effective Date:** Feb 1, 2024

**Last Review Date:** Feb 1, 2024

**Next Review Date:** Feb 1, 2024