

Terms of Service

Effective: July 23, 2026 Last updated: July 23, 2026

These Terms of Service (“Terms”) are a legally binding agreement between SPIDERSHEET, LLC (“SpiderSheet,” “we,” “us,” or “our”) and the person or entity that accesses or uses the Services (“Customer,” “you,” or “your”). “Services” means SpiderSheet websites, hosted cloud services, applications, software, APIs, artificial intelligence features, documentation, support, and any self-hosted or source-code offering that references these Terms.

By creating an account, clicking to accept these Terms, signing or accepting an Order that references them, or accessing or using the Services, you agree to these Terms. If you do not agree, do not access or use the Services.

Important: These Terms contain warranty disclaimers, limits on liability, and rules governing disputes. Paid subscriptions may renew automatically when this is clearly disclosed in the applicable Order or checkout flow. Review Sections 4, 15, 16, and 18 carefully.

1. Scope and Acceptance

These Terms apply to website visitors, free and trial users, paid customers, organization users, and recipients of self-hosted software or source code, except where a separate written agreement states otherwise.

If you accept these Terms for a company, public body, nonprofit, or other organization, you represent that you have authority to bind it. “Customer,” “you,” and “your” then refer to that organization, and the organization is responsible for its authorized users.

You must be at least 18 years old, legally capable of entering into a binding contract, and permitted to use the Services under applicable law. The Services are primarily designed for businesses and professional teams and are not directed to children.

If mandatory consumer law applies to you, nothing in these Terms excludes or limits rights or remedies that cannot lawfully be excluded or limited.

2. Services, Orders, and Contract Priority

SpiderSheet provides a configurable data and operations platform that may include tables, views, dashboards, workflows, collaboration, permissions, integrations, APIs, artificial intelligence features, cloud hosting, and deployment options. Features, limits, regions, support, and commercial terms depend on your plan and Order.

An “Order” means an online checkout, order form, quotation, statement of work, license certificate, or other ordering document accepted by both parties. An Order may identify the plan, fees, subscription term, deployment model, authorized users, usage limits, support, and additional terms.

If documents conflict, the following order applies: (1) a signed master service agreement or other negotiated agreement; (2) a data processing or product-specific addendum for its subject matter; (3) the applicable Order; and (4) these Terms. A Customer purchase order is for administrative convenience only and does not modify the agreement unless SpiderSheet expressly agrees in writing.

Beta, preview, evaluation, early-access, and free features may be changed or discontinued and may be subject to additional notices. They are not subject to service-level commitments unless an Order expressly states otherwise.

3. Accounts, Administrators, and Security

You must provide accurate, current, and complete account and billing information. You are responsible for safeguarding credentials, configuring permissions appropriately, and activity under your accounts, except to the extent caused by SpiderSheet's breach of its obligations. Accounts are assigned to individuals and may not be shared.

Organization administrators may invite and remove users, set roles and permissions, manage integrations, access organization content, reassign administrative control, and make purchasing decisions. Customer is responsible for its administrators and for appropriate internal authorization and offboarding procedures.

If you use a business email address or join an organization-managed workspace, the organization may control the workspace and your account, access or export content, suspend access, or delete content under its policies and applicable law. The organization is responsible for informing its users of those controls.

Promptly notify support@spidersheet.com of suspected unauthorized access, credential compromise, or security incidents involving the Services. SpiderSheet may require reasonable verification before changing account ownership, billing, or administrative control.

4. Fees, Subscriptions, Renewal, and Cancellation

Fees and billing. Customer will pay the fees, in the currency and on the schedule stated in the Order or checkout flow. Unless stated otherwise, fees are charged in advance, payment obligations are non-cancellable, and fees are non-refundable except as required by applicable law or expressly provided in the agreement. Usage-based charges and approved overages may be billed in arrears.

Automatic renewal. If an Order or checkout clearly identifies a subscription as automatically renewing, it will renew for the disclosed renewal period unless Customer cancels before the renewal date. Before obtaining payment information, SpiderSheet will disclose the amount or pricing basis, billing frequency, renewal terms, and available cancellation method and will obtain any consent required by law.

Cancellation. Customer may stop renewal through any cancellation control made available in the account or billing portal, through the method stated in the Order, or by contacting support@spidersheet.com. Unless the Order or law provides otherwise, cancellation takes

effect at the end of the current paid term; Customer retains access through that date and receives no refund for the remaining term.

Trials and free plans. Free offerings may have limited features, capacity, retention, or support and may be changed or ended. SpiderSheet will not convert a free trial to a paid subscription or charge a payment method unless the offer clearly discloses the conversion and Customer has provided legally required consent. Data associated with an expired trial or inactive free account may be deleted after reasonable notice, subject to the agreement and law.

Taxes and processors. Fees exclude sales, use, value-added, withholding, and similar taxes unless stated otherwise. Customer is responsible for applicable taxes other than taxes on SpiderSheet's net income. Payments may be processed by a third-party payment provider, and Customer authorizes SpiderSheet and that provider to process payment and billing information for the transaction.

Late payment and price changes. SpiderSheet may suspend paid features for overdue undisputed amounts after reasonable notice. Customer must raise a good-faith billing dispute promptly and continue paying undisputed amounts. SpiderSheet may change subscription pricing on at least 30 days' prior notice; the change will take effect no earlier than the next renewal unless Customer expressly agrees otherwise.

5. License and Deployment Rights

Subject to timely payment and compliance with the agreement, SpiderSheet grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the applicable term to access and use the Services for Customer's internal business purposes and within the users, environments, instances, or other scope stated in the Order.

For hosted Services, this is a right of access, not a sale or transfer of software. For self-hosted, downloadable, private-deployment, or source-code offerings, the Order defines permitted deployment, copying, modification, support, updates, affiliates, contractors, production environments, and redistribution. Source-code access is not granted unless an Order expressly grants it.

Customer may permit employees and contractors to use the Services solely for Customer's benefit if they are bound by protective obligations and Customer remains responsible for their use. Customer may not resell, sublicense, timeshare, or provide the Services as a service bureau unless an Order expressly permits it.

Open-source components and third-party materials are governed by their applicable licenses. Those licenses control only for the relevant components and do not grant rights to SpiderSheet proprietary software, brands, or other materials.

6. Acceptable Use

Customer and its users must use the Services lawfully and without harming SpiderSheet, other customers, or third parties. You may not use the Services to do, attempt, encourage, or assist any of the following:

- violate law, regulation, court order, sanctions, or another person’s rights;
- process or share content without the required rights, notices, consents, and lawful basis;
- distribute malware, harmful code, spam, phishing, deceptive content, or material facilitating fraud, abuse, exploitation, or violence;
- gain unauthorized access to accounts, systems, data, or networks, or test or bypass security controls without written authorization;
- interfere with service integrity, availability, or performance, including through unreasonable load, denial-of-service activity, or circumvention of usage limits;
- scrape or systematically extract data except through documented functionality or APIs and within applicable limits;
- reverse engineer, decompile, disassemble, or attempt to discover source code or non-public models, except where law prohibits this restriction;
- remove proprietary notices, impersonate others, misrepresent content origin, or create a misleading affiliation with SpiderSheet;
- use the Services or non-public output to build or train a competing product or publish competitive benchmarks without written permission; or
- use AI features for prohibited high-impact, unlawful, or deceptive decisions, or without meaningful human review where a decision could materially affect a person’s rights, safety, employment, credit, housing, education, healthcare, or essential services.

7. Customer Data and Content

“Customer Data” means data, files, records, prompts, instructions, images, documents, and other content submitted to or collected through the Services by or for Customer, including content created in Customer workspaces. As between the parties, Customer retains all right, title, and interest in Customer Data. SpiderSheet does not acquire ownership of Customer Data.

Customer grants SpiderSheet and its subprocessors a limited, worldwide, non-exclusive license to host, copy, transmit, display, modify, and otherwise process Customer Data only as necessary to provide, secure, support, and maintain the Services; carry out Customer instructions; prevent or address fraud, abuse, or security issues; and comply with law. The license ends when the relevant data is deleted, subject to reasonable backup cycles and legal retention.

Customer is responsible for the accuracy, quality, legality, and means of obtaining Customer Data and for all required privacy notices, rights, and consents. Customer must not submit data it is not authorized to process or data requiring safeguards the applicable Service and agreement do not provide.

Customer controls sharing, publishing, public links, permissions, integrations, exports, and recipient access. SpiderSheet is not responsible for disclosure caused by Customer configuration or an authorized user’s action.

SpiderSheet may generate and use telemetry, performance information, and aggregated or de-identified usage data to operate, secure, analyze, and improve the Services and its business,

provided it does not identify Customer, its users, or individuals and cannot reasonably be re-associated with them.

8. Artificial Intelligence Features

Certain Services may use artificial intelligence or machine learning (“AI Features”) to generate text, structures, formulas, recommendations, analyses, automations, or other results (“Output”) from prompts, Customer Data, configurations, or other material supplied by Customer (“Input”). Customer retains its rights in Input. As between Customer and SpiderSheet, and to the extent permitted by law, Customer may use Output for its internal business purposes subject to these Terms.

AI Output is probabilistic and may be inaccurate, incomplete, offensive, non-unique, or unsuitable. Similar output may be generated for others. Customer is responsible for reviewing and validating Output, maintaining human oversight, and deciding whether and how to use it. AI Features do not provide legal, financial, medical, employment, safety, or other professional advice.

Customer must have the rights needed to submit Input and may not use AI Features to infringe rights, evade safeguards, generate unlawful content, or make decisions prohibited by Section 6. Customer should not submit secrets, regulated data, or sensitive personal data unless the applicable Service, configuration, and agreement expressly support that processing.

SpiderSheet may use third-party model and infrastructure providers to process Input and Output in order to provide AI Features. SpiderSheet will not use Customer Data to train generalized AI models unless Customer expressly opts in or the parties agree in writing. This does not prevent use of de-identified usage data or feedback that does not identify Customer or individuals.

AI Features may be subject to model availability, technical limits, quotas, regional restrictions, or additional product terms. SpiderSheet may suspend a model or feature when reasonably necessary for security, legal compliance, provider changes, or product integrity.

9. Third-Party Services and Integrations

The Services may interoperate with third-party products, models, applications, hosting providers, payment processors, data sources, or integrations (“Third-Party Services”). Customer’s use of a Third-Party Service is governed by its own terms and privacy notices. SpiderSheet is not responsible for products or services it does not control.

If Customer enables an integration or directs data to a Third-Party Service, Customer authorizes SpiderSheet to exchange Customer Data with that service as necessary to carry out the instruction. Customer is responsible for evaluating the third party, obtaining required rights and consents, and configuring access appropriately.

SpiderSheet may modify or discontinue interoperability when a third party changes or ends access, or when continued integration creates legal, security, or operational risk. SpiderSheet will use reasonable efforts to notify Customer if a material paid integration is discontinued.

10. Privacy, Data Protection, and Security

Each party will comply with data-protection and privacy laws applicable to its role. Customer determines the purposes and means of processing personal data in Customer Data and is responsible for lawful instructions, notices, consents, data-subject requests, retention decisions, and industry-specific duties. SpiderSheet processes Customer Data to provide the Services and as otherwise permitted by the agreement and law.

Where required, the parties may enter into a data processing addendum covering processor obligations, international transfers, subprocessors, and security measures. A separately executed data processing addendum controls for its subject matter.

SpiderSheet will maintain reasonable administrative, technical, and organizational safeguards designed to protect Customer Data against unauthorized access, use, alteration, or disclosure. No system is completely secure, and SpiderSheet does not guarantee that unauthorized parties will never defeat safeguards.

Customer is responsible for security within its control, including user access, administrator privileges, endpoints, integrations, data classification, self-hosted backups, and secure configuration. Customer must not use the Services for data subject to specialized legal requirements unless the applicable Service and written agreement support that use.

11. Availability, Support, and Service Changes

SpiderSheet will use commercially reasonable efforts to operate the hosted Services. Specific uptime, response time, recovery, maintenance, or support commitments apply only if stated in an Order or service-level agreement.

Services may be unavailable because of maintenance, Internet or provider failures, Customer systems, misuse, force majeure, or events outside SpiderSheet's reasonable control. Customer is responsible for business-continuity procedures and exports or backups appropriate to its risk.

SpiderSheet may update the Services to improve functionality, security, usability, or legal compliance. During a paid term, SpiderSheet will not materially reduce the core functionality of the purchased Service as a whole, except where reasonably necessary for security, legal requirements, or third-party dependency changes.

If SpiderSheet permanently discontinues a paid Service during Customer's prepaid term without a materially equivalent replacement, Customer's exclusive remedy is a prorated refund of prepaid fees for the unused discontinued portion, unless an Order provides a different remedy.

12. Suspension, Termination, and Data at End of Service

Customer may stop using a free Service at any time and may cancel a paid subscription under Section 4. Either party may terminate for material breach if it is not cured within 30 days after written notice, or within 10 days for non-payment. Either party may terminate

immediately if the other becomes insolvent, ceases business, or enters a bankruptcy or similar proceeding not dismissed within 60 days.

SpiderSheet may suspend access immediately to prevent or address a security threat, illegal activity, material Acceptable Use violation, risk to other customers or the Services, or to comply with law. When reasonably practicable, SpiderSheet will limit the suspension to the affected account or function and provide notice and an opportunity to cure.

On termination or expiration, Customer's right to use the affected Services ends. Accrued payment obligations and provisions that by their nature should survive—including ownership, confidentiality, disclaimers, liability limits, indemnification, dispute terms, and general provisions—will survive.

During the term, Customer may export Customer Data using available export functionality. A Customer may request closure of an account it controls by contacting support@spidersheet.com. An organization user may need to ask its administrator to close an organization-managed account, and account closure does not override lawful or contractually required retention.

Customer should export Customer Data before service ends. SpiderSheet may then restrict access and delete or de-identify Customer Data according to the plan, Order, data processing addendum, documented retention practices, and law. SpiderSheet may retain copies required for legal compliance, fraud prevention, dispute resolution, or reasonable backup cycles.

For self-hosted or source-code offerings, Customer must stop use and destroy or return licensed materials when the license ends unless the Order grants a perpetual license. Customer Data held solely in Customer-controlled environments remains under Customer's control.

13. Intellectual Property and Feedback

SpiderSheet and its licensors own the Services, software, source and object code, models, workflows, designs, documentation, trademarks, logos, and related intellectual property rights, excluding Customer Data and third-party materials. No rights are granted except those expressly stated in the agreement.

If Customer provides suggestions, ideas, or feedback, Customer grants SpiderSheet a worldwide, perpetual, irrevocable, royalty-free right to use and incorporate that feedback without restriction or obligation, provided SpiderSheet does not identify Customer as the source without permission.

SpiderSheet names, logos, and product marks may not be used without prior written permission. Neither party may issue publicity naming the other or use the other party's marks except as expressly agreed in writing.

14. Confidentiality

"Confidential Information" means non-public information disclosed by one party to the other that is marked confidential or reasonably should be understood as confidential, including

Customer Data, security information, roadmaps, source code, pricing, and business information. It excludes information the recipient can document was lawfully known without restriction, independently developed, lawfully received from a third party, or made public without breach.

The recipient will use Confidential Information only to perform or exercise rights under the agreement, protect it with at least reasonable care, and disclose it only to personnel, affiliates, advisers, and subprocessors who need to know and are bound by confidentiality obligations. The recipient is responsible for their compliance.

A party may disclose Confidential Information when legally required if it gives prior notice when permitted and reasonable assistance at the discloser's expense. These duties continue for five years after disclosure, except trade secrets and Customer Data remain protected for as long as they qualify as confidential under law.

15. Warranties and Disclaimers

Each party represents it has authority to enter into the agreement. SpiderSheet warrants that paid Services will materially conform to applicable documentation under normal authorized use. Customer's exclusive remedy is for SpiderSheet to use commercially reasonable efforts to correct a nonconformity; if SpiderSheet cannot, either party may terminate the affected Service and SpiderSheet will refund prepaid fees for the unused affected period.

EXCEPT FOR THE EXPRESS WARRANTY ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, FREE FEATURES, BETA FEATURES, DOCUMENTATION, AND OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE." SPIDERSHEET DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

SpiderSheet does not warrant that the Services will be uninterrupted, error-free, completely secure, or compatible with every system; that data or Output will be accurate, complete, or preserved without loss; or that the Services will meet every Customer requirement. These disclaimers do not apply where prohibited by mandatory law.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS OPPORTUNITY, ANTICIPATED SAVINGS, OR DATA, EVEN IF ADVISED THAT SUCH DAMAGES WERE POSSIBLE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO SPIDERSHEET FOR THE AFFECTED SERVICES DURING THE 12 MONTHS BEFORE THE FIRST EVENT GIVING RISE TO LIABILITY. IF CUSTOMER PAID NO FEES FOR

THE AFFECTED SERVICES, SPIDERSHEET'S TOTAL LIABILITY WILL NOT EXCEED US\$100.

The exclusions and cap apply to all theories of liability and allocate risk between the parties. They do not limit Customer's payment obligations, either party's fraud or willful misconduct, breach of Section 14, Customer's infringement or misappropriation of SpiderSheet intellectual property, or liability that cannot be limited by law.

Where a jurisdiction does not allow an exclusion or limitation, it applies only to the maximum extent permitted, and mandatory consumer remedies remain unaffected.

17. Indemnification

To the extent permitted by law, a Customer using the Services for business purposes will defend SpiderSheet and its affiliates, officers, directors, and personnel against third-party claims arising from Customer Data, Customer's unlawful or unauthorized use, Customer's breach of Section 6, or Customer's infringement of a third party's intellectual property or privacy rights. Customer will pay damages, costs, and reasonable legal fees finally awarded or agreed in a settlement approved by Customer.

SpiderSheet will promptly notify Customer, provide reasonable cooperation at Customer's expense, and allow Customer to control the defense and settlement. Customer may not settle in a way that admits fault by SpiderSheet, imposes obligations on SpiderSheet, or fails to fully release SpiderSheet without SpiderSheet's written consent.

This Section does not apply to an individual acting as a consumer where prohibited by consumer law. Additional or reciprocal indemnities apply only if stated in a signed agreement.

18. Governing Law and Disputes

Before filing a claim, the parties will attempt in good faith to resolve the dispute by written notice describing the issue and requested resolution. Notices to SpiderSheet must be sent to support@spidersheet.com with the subject "Legal Dispute Notice." Either party may seek urgent injunctive relief to protect security, Confidential Information, or intellectual property.

Except where mandatory law requires otherwise, the agreement is governed by the laws of the State of Nevada, USA, without regard to conflict-of-laws rules. State and federal courts located in Clark County, Nevada have exclusive jurisdiction, and each party consents to personal jurisdiction and venue there.

If you are a consumer, this choice of law and forum does not deprive you of protections or access to courts that cannot be waived under the law of your habitual residence. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

19. Export Controls and Sanctions

Customer will comply with applicable export-control, import, economic-sanctions, and trade laws. Customer represents that it and its users are not prohibited parties and will not access or use the Services from an embargoed territory or for a prohibited end use.

Customer will not export, re-export, transfer, or provide access to software, technology, technical data, or Output in violation of law. SpiderSheet may restrict access when reasonably necessary to comply with trade laws and may request information needed to verify compliance.

20. Changes to These Terms

SpiderSheet may update these Terms to reflect changes in the Services, law, security practices, or business operations. The “Last updated” date identifies the current version.

For a material change that adversely affects current paid customers, SpiderSheet will provide at least 30 days’ prior notice by email, in-product notice, or another reasonable method, unless law or urgent security needs require a shorter period. The change will normally take effect at the next renewal or on the stated effective date.

If Customer does not agree, Customer must stop using the affected Services and may cancel before the change takes effect. Continued use after the effective date constitutes acceptance to the extent permitted by law. Changes do not retroactively reduce rights for an already-paid term unless required by law or agreed by Customer.

21. General Terms and Contact

Entire agreement. The agreement is the complete agreement about the Services and supersedes prior or contemporaneous proposals and communications on that subject. Headings and summaries are for convenience and do not alter meaning.

Assignment. Customer may not assign the agreement without SpiderSheet’s prior written consent, except with a merger or sale of substantially all relevant assets if the assignee is not a competitor and agrees in writing to be bound. SpiderSheet may assign to an affiliate or in connection with a reorganization, merger, financing, or sale of its business or relevant assets.

Severability and waiver. If a provision is unenforceable, it will be enforced to the maximum lawful extent and the rest remains effective. A waiver must be in writing and applies only to the specific instance. Delay in exercising a right is not a waiver.

Relationship. The parties are independent contractors. The agreement does not create a partnership, franchise, joint venture, fiduciary, employment, or agency relationship. There are no third-party beneficiaries except as expressly stated.

Notices and force majeure. Operational notices may be sent to the account email or displayed in the Services. Formal notices must be in writing to the addresses in the Order, with legal notices to SpiderSheet also copied to support@spidersheet.com. Neither party is liable for delay caused by events beyond reasonable control, except Customer’s payment obligations for Services already provided.

Language. These Terms are available in English, Simplified Chinese, and Japanese. The translations are intended to state the same terms. If an inconsistency cannot be resolved, the English version controls to the extent permitted by law.

Questions. Contact SPIDERSHEET, LLC at support@spidersheet.com regarding these Terms.

These Terms govern SpiderSheet's standard Services. A signed enterprise agreement, Order, data processing addendum, or product-specific addendum may provide different or additional terms.