

Terms of Service - Shorebird Code Push

Last updated and Effective as of August 15th, 2025.

THESE TERMS OF SERVICE (“TERMS OF SERVICE” OR “AGREEMENT”) GOVERN YOUR USE OF THE SHOREBIRD.DEV WEBSITE AND/OR ANY OF THE SERVICES OFFERED BY CODE TOWN, INC. (D/B/A “SHOREBIRD”) (COLLECTIVELY, THE “SERVICES”). IN THESE TERMS OF SERVICE, SHOREBIRD MAY BE REFERRED TO AS “SHOREBIRD” OR “US”, “OUR” OR “WE”. BY ACCESSING, USING, SUBSCRIBING, PURCHASING, OR DOWNLOADING ANY OF THE SERVICES, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE ON BEHALF OF YOURSELF AND/OR ON BEHALF OF THE ACCOUNT OWNER (REFERRED TO HEREIN AS “ACCOUNT OWNER”, “YOU”, OR “YOUR”). YOU AGREE TO AND WILL ENSURE THAT ALL WHO ACCESS THE SERVICE THROUGH YOUR ACCOUNT, FOLLOW AND BE BOUND BY THESE TERMS OF SERVICE. THESE TERMS OF SERVICE WILL APPLY TO YOUR USE OF THE SERVICES, WHETHER OR NOT YOU ARE A REGISTERED USER OF OUR SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, ITS AFFILIATES AND ALL USERS WHO ACCESS OUR SERVICES THROUGH YOUR ACCOUNT TO THESE TERMS OF SERVICE, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY, ITS AFFILIATES AND USERS ASSOCIATED WITH IT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS OF SERVICE, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

If Shorebird makes material changes to these Terms of Service, We will notify You by email or by posting a notice on Our site before the changes are effective. Any new features that augment or enhance the current Service(s), including the release of new tools and resources, shall be subject to these Terms of Service. Continued use of any of the Services after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: <https://shorebird.dev/terms>.

A. Certain Definitions.

- “**Account**” means an account through which You will access the Service(s) to the extent registration for an Account is required by Shorebird.
- “**Account Owner**” means the individual who establishes the Account (through the registration process provided by Us) and any other entity and/or person in whose name the Account is established, all of whom are agreed to be jointly and severally obligated under these Terms of Service.

- “**Application**” means Your software program developed for use on multiple platforms, including mobile, web, and/or desktop and which are uploaded by You in connection with the Services.
- “**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.
- “**Usage Data**” means any information, content, data, comments, feedback (including, without limitation, schema and other implementation details, telemetry, IP and Geo-location data and service usage data) generated through Your use of the Services.
- “**User Data**” means all information, data or content owned by You and provided to Us by You in connection with Your use of the Services. User Data will not include any Application(s).

B. Beta Version

PLEASE NOTE THAT THE SERVICES ARE CURRENTLY BEING PROVIDED IN THEIR BETA VERSIONS, THE FEATURES OF WHICH HAVE NOT BEEN FULLY IMPLEMENTED OR REFINED. AS WITH ANY BETA VERSION, THE SERVICES CURRENTLY CONSTITUTE A WORK IN PROGRESS AND AS SUCH, THERE MAY BE UNRESOLVED ISSUES. UNLESS YOU ARE COMFORTABLE USING BETA SOFTWARE AND UNDERSTAND THE IMPLICATIONS THEREOF, PLEASE DO NOT TO USE THIS BETA VERSION OF THE PRODUCTS.

C. Account Registration

- You must be 18 years or older to use this Service. If you are under 18 years of age, you must have explicit consent from your parent or legal guardian in order to use this Service, including consent to use elements of this Service which collect data to make delivery of this Service possible.
- You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
- You must provide your name, a valid email address, and any other information requested in order to complete the sign-up process for Your Account. All such information shall be accurate and complete.
- Your login may only be used by one person - a single login shared by multiple people is not permitted.
- You are responsible for maintaining the security of Your account and password. Shorebird cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

D. Application and User Data

In connection with Your Application and/or User Data, You affirm, represent, and warrant that You own or have all necessary Intellectual Property Rights, licenses, consents, and permissions to use and authorize Us to use, retain, copy, and process the Application and/or User Data through the Services and as contemplated by this Agreement. You agree that by uploading, submitting or making any Application and/or User Data available to or through use of the Service, You hereby automatically at such time grant Shorebird, and its affiliates, for the duration of Your use of the Services, a non-exclusive, worldwide, royalty-free, license to use, reproduce, distribute, perform and display the Application and/or User Data solely for the purposes of providing the Services. You further agree Shorebird has the perpetual license and right to copy, analyze and use any of Your User Data solely in anonymized and aggregated format for Shorebird's business purposes. For the avoidance of doubt, Shorebird will not; (i) reverse engineer, de-compile, translate, disassemble, or attempt to discover the source code of any Application or any part thereof; or (ii) distribute the Application or any part thereof to any third party other than solely as part of providing the Services. Shorebird does not pre-screen User Data, but Shorebird and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any User Data that is available via the Services.

E. License Grant and Restrictions While Using the Services.

Shorebird hereby grant to You, solely during the applicable term of Your use of the Services, a royalty free, limited, personal, non-exclusive, non-transferable, non-sub-licensable license to: (i) access (via the Internet address provided to You by Shorebird), download, install and use the Services; (ii) build and distribute to Your applications built with the Services (but without including or distributing the Services or any part thereof); and (iii) use the Documentation, training materials or other materials supplied by Shorebird to enable such licensed rights.

You agree that You will not:

- Post, display or transmit information, data, Application(s) or User Data, including the unauthorized use of any payment method, that violates any law, regulation or rule, or the rights of any third party including without limitation Intellectual Property Rights;
- Post or transmit viruses, Trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines that may harm the Services or interests or rights of other users, or that may harvest or collect any data or personally identifiable information about other users without their consent;
- Post or transmit any information, data, Application(s) or User Data that is unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable;

- Use or launch any automated system, including without limitation, “robots,” “spiders,” “offline readers,” etc., that accesses the Services in a manner that sends more request messages to the Shorebird servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; or
- Attempt to gain unauthorized access to any other party’s Account, password, Application or User Data, or allow more than one person to use an Account.
- Use the Services in any manner that would violate the terms of use of any applicable third-party.

F. Fees and Billing

We provide the Services for the fees, if any, and other charges set forth in our pricing section here <https://shorebird.dev/pricing>. All prices listed exclude all sales taxes, fees, use taxes (including, without limitation, value-added or withholding taxes), charges, duties, levies and similar governmental charges (“Sales Taxes”) imposed on the provision of the Services and all such Sales Taxes shall be borne solely by and paid by You to Us and deemed to be in addition to the fees charged in connection with the Services. You acknowledge that it is Your responsibility to ensure payment in advance for all paid aspects of the Services, and to ensure that your credit or debit cards or other payment instruments accepted by Us and/or Our processor, including Stripe, continue to be valid and sufficient for such purposes. We may suspend or terminate Your use and Your Account’s use in the event of any payment delinquency. You will not be entitled to any refund on termination or expiration of the Agreement or any refund for the partial use of the Services or credits at any time. All fees paid are non-refundable. In the event of any termination or expiration of the Agreement, you will remain liable for any charges incurred or unpaid amounts owed by You to Us.

In order to use payment processing services and the billing services, You may have to agree to certain terms from our third-party payment processor(s) and Your use of the Services will be dependent on You agreeing to such terms, if any. You also acknowledge and agree that while You are using the Services through an Account, we will bill you automatically for the applicable fees, on a monthly basis, in advance.

G. Term and Termination.

This Agreement shall remain in full force and effect while you use the Services. You may terminate the Services at any time by providing notice to Shorebird. Shorebird may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Services without notice and liability, if, in Our sole determination, You violate any of terms of this Agreement, including, but not limited to, the following prohibited actions: (i) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (ii) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (iii) uploading invalid data, viruses, worms, or other software agents through the Service; (iv)

impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (v) interfering with the proper working of the Service; or (vi) bypassing the measures we may use to prevent or restrict access to the Services, including, but not limited to, registering for the Services with an email address that is not rightfully yours.

Upon termination of this Agreement or Your Account and hence the Services, all licenses granted by Us and rights to use the Services, will automatically terminate, and any Applications and all User Data in Your Account will be immediately deleted as of the date of termination or expiration of Your Account or this Agreement. You are responsible for requesting from Us the retrieval of any Applications and all User Data as You require or is required by law by contacting contact@shorebird.dev prior to the Account termination date. The following terms will survive any termination of this Agreement: Sections I, J, K, L and M.

H. Modifications to the Service and Prices

- Shorebird reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
- Shorebird shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

I. Proprietary Rights.

- *Services.* Except for your Application and User Data, the Services, and its materials, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos and music and the Usage Data (the “Content”), and all Intellectual Property Rights related thereto, are the exclusive property of Shorebird and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service. Use of the Content, User Data or materials on the Services for any purpose not expressly permitted by this Agreement is strictly prohibited. You retain sole ownership of the Application and the User Data.
- *Ideas and Comments.* You may choose to, or We may invite You to submit comments or ideas about the Services, including without limitation about how to improve the Services or our products (“Ideas”). By submitting any Idea, You agree that Your disclosure is gratuitous, unsolicited and without restriction and will not place Shorebird under any fiduciary or other obligation, that We are free to disclose the Ideas on a non-confidential basis to anyone or otherwise use the Ideas without any additional compensation to You. You acknowledge that, by acceptance of your submission, Shorebird does not waive any

rights to use similar or related ideas previously known to Shorebird, or developed by its employees or contractors, or obtained from sources other than you.

J. Indemnity.

You agree to defend, indemnify and hold harmless Shorebird and its affiliates, agents, employees, contractors, agents, officers and directors of each, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access to the Services; or (ii) Your violation of any terms of this Agreement.

K. No Warranty.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES ARE AT YOUR OWN RISK. THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, SHOREBIRD, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

L. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SHOREBIRD, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICES. SHOREBIRD'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID BY YOU TO SHOREBIRD HEREUNDER FOR THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE, IF ANY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SHOREBIRD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE

FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

M. Publicity.

You agree that We may identify You as a customer and use Your name, logo, and trademark in Our promotional materials, including but not limited to Our website, press releases, and customer presentations. Any such use will be in accordance with Your standard trademark usage guidelines, as provided by You or otherwise made publicly available on Your website.

N. Cookies and Session Tracking.

When you access your account or log in to use the Services, we use a single session cookie to authenticate your session and maintain your logged-in state while you navigate the site. This session cookie is essential to the functionality and security of the Services and expires automatically when you log out or close your browser. By accessing or using the Services, you acknowledge and agree that this session cookie is necessary for the operation of the Services. If you do not consent to our use of this session cookie, you may not use the Services. We do not use cookies for advertising, analytics, or tracking.

O. General Conditions.

- You acknowledge and agree that the Services may be subject to export controls and regulations imposed by the United States government or other relevant authorities ("Export Laws"). You agree to comply fully with all applicable Export Laws, including but not limited to the Export Administration Regulations (EAR) administered by the U.S. Department of Commerce and the International Traffic in Arms Regulations (ITAR) administered by the U.S. Department of State. You agree not to divert, export, re-export, or transfer any product, technology, or technical data received from Shorebird to any end-user, entity, or destination that is prohibited or restricted by applicable Export Laws.
- Entire Agreement. This Agreement, together with any other legal notices and agreements published by Shorebird via the Services, shall constitute the entire agreement between you and Shorebird concerning the Services.
- No Waiver. Shorebird's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision, and no waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.
- Headings. The section titles in this Agreement are for convenience only and have no legal or contractual effect.
- Severability. If any provision of this Agreement is unlawful, void or unenforceable by a court of competent jurisdiction, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

- Governing Law. You agree that the Agreement and Your use of the Services are governed under California law.

Questions about the Terms of Service should be sent to contact@shorebird.dev