Supervisr.ai

TERMS OF SERVICE

Version 2026.01 | Public | Effective 27 October 2026 | supervisr.ai/terms

1. Acceptance and Scope

These Terms of Service (the "Terms") govern access to and use of the Supervisr.ai website, platform and related services (the "Service") provided by Supervisr Technology AI inc., operating as Supervisr.ai ("Supervisr", "we", "us"). By accessing the website or using the Service you agree to these Terms.

The Service is offered to businesses only. Where a customer organization (the "Customer") has signed a Master Services Agreement, Order Form or Statement of Work with Supervisr (a "Customer Agreement"), that document prevails over these Terms in the event of a conflict. These Terms then apply to the Customer's authorized users and to any matter the Customer Agreement does not address.

2. Definitions

- Customer Data — all data submitted to or generated in the Service on behalf of a Customer, including recordings and transcripts of voice and text interactions, agent and customer identifiers, and configuration.
- Outputs — scores, summaries, flags, supervision notes and other content produced by the Service's AI features from Customer Data.
- Authorized User — an employee, agent or contractor of the Customer whom the Customer has permitted to use the Service.
- Documentation — the user guides, Trust Center and policy documents Supervisr makes available for the Service.

3. Accounts and Authorized Users

The Customer is responsible for provisioning and removing its Authorized Users, keeping their credentials confidential and ensuring they comply with these Terms. Access is provided through single sign-on with multi-factor authentication and role-based permissions configured by the Customer's named administrators. The Customer must notify Supervisr without delay at infosec@supervisr.ai of any unauthorized access to its account.

4. Acceptable Use

The Customer and its Authorized Users may use the Service only for their internal business purposes, in accordance with the Documentation and applicable law. They must not:

- Resell, sublicense or provide the Service to third parties, or use it to build a competing product.
- Reverse engineer, decompile or attempt to extract the models, source code or non-public components of the Service.
- Upload content that is unlawful, infringing, malicious, or that the Customer has no right to process.

- Interfere with the security, integrity or availability of the Service, or probe or test it without Supervisr's written consent.
- Use Outputs as the sole basis for a decision that has a legal or similarly significant effect on an individual without human review.

5. Customer Data, Recordings and Consent

The Customer retains all rights in Customer Data and grants Supervisr a limited licence to host, process and analyze it solely to provide, secure and improve the Service for that Customer. Supervisr processes Customer Data as a service provider (processor) on the Customer's documented instructions, as described in the Privacy Policy and the applicable Data Processing Agreement.

The Customer is solely responsible for determining whether, and under what conditions, voice and text interactions may be recorded, transcribed and analyzed in each jurisdiction in which it operates, and for providing all notices and obtaining all consents required from its agents and from the individuals participating in those interactions. Supervisr relies on the Customer's representation that it has done so. Redaction of personal information in transcripts is an optional feature configured per Customer and applied after the interaction; the Customer decides whether to enable it.

Supervisr does not use Customer Data to train models made available to other customers. Supervisr may use de-identified, aggregated usage data to operate and improve the Service.

6. Intellectual Property

Supervisr and its licensors own the Service, its software, models, Documentation and all related intellectual property. No rights are granted except those expressly stated in these Terms. Outputs generated for a Customer belong to that Customer. Any suggestions or feedback provided to Supervisr may be used without restriction or obligation.

7. Confidentiality

Each party will protect the other's non-public information with at least the care it applies to its own confidential information, use it only to perform under these Terms, and disclose it only to personnel and advisers who need to know it and are bound by equivalent obligations. These duties survive for three years after the relationship ends, and indefinitely for Customer Data and trade secrets.

8. Security and Availability

Supervisr maintains an information security program aligned with SOC 2, operated on Google Cloud Platform with multi-tenant row-level isolation, AES-256 encryption at rest, TLS 1.2+ in transit and data residency in the United States, United Kingdom or Canada as configured for the Customer. Supervisr will notify the Customer of a confirmed security incident affecting Customer Data without undue delay and in any event within 72 hours of confirmation. Current practices are described in the Trust Center and policy suite, which Supervisr may update from time to time without reducing the overall level of protection.

9. Fees

Fees, billing frequency and payment terms are set out in the Customer Agreement. Unless stated otherwise, fees are quoted in the currency of the Order Form, exclude applicable taxes, and are payable within 30 days of invoice. Supervisr may suspend access for invoices more than 30 days overdue after written notice.

10. Term, Suspension and Termination

These Terms apply for as long as the Customer or its Authorized Users use the Service. Supervisr may suspend access immediately where necessary to prevent harm to the Service, other customers or individuals, or where a Customer is in material breach not cured within 30 days of notice. Either party may terminate for the other's uncured material breach.

On termination, the Customer may export its Customer Data for 30 days. Thereafter Supervisr deletes Customer Data in accordance with its Data Retention Policy, unless retention is required by law. Sections 6, 7, 12, 13, 14 and 15 survive termination.

11. Changes to the Service and these Terms

Supervisr may modify the Service provided it does not materially reduce its core functionality during a paid term. Supervisr may update these Terms by posting a revised version at supervisr.ai/terms with a new "Last updated" date and, for material changes, by notifying Customer administrators at least 30 days in advance. Continued use after the effective date constitutes acceptance.

12. Warranties and Disclaimers

Supervisr warrants that it will provide the Service with reasonable skill and care and substantially in accordance with the Documentation. Except as expressly stated, the Service is provided "as is" and Supervisr disclaims all other warranties, express or implied, including merchantability, fitness for a particular purpose and non-infringement, to the extent permitted by law.

Outputs are generated by artificial intelligence and may contain errors or omissions. They are intended to support, not replace, human judgment in quality assurance, supervision and compliance review. Supervisr does not warrant that Outputs are accurate, complete or suitable for any regulatory determination.

13. Limitation of Liability

To the extent permitted by law, neither party's aggregate liability arising out of or related to these Terms will exceed the fees paid or payable by the Customer to Supervisr in the 12 months preceding the event giving rise to the claim. Neither party is liable for indirect, incidental, special, consequential or punitive damages, or for lost profits, revenue or data, even if advised of their possibility. These limits do not apply to a party's breach of confidentiality, its indemnification obligations, its gross fault or intentional misconduct, or to amounts that cannot be limited under applicable law.

14. Indemnification

Supervisr will defend the Customer against third-party claims that the Service, as provided, infringes a Canadian, US, UK or EU patent, copyright or trademark, and pay resulting damages and costs awarded or agreed in settlement. The Customer will defend Supervisr against third-party claims

arising from Customer Data, from the Customer's failure to obtain the notices and consents described in Section 5, or from use of the Service in breach of these Terms. The indemnified party must give prompt notice, allow the indemnifying party to control the defence, and provide reasonable cooperation.

15. Governing Law and Disputes

These Terms are governed by the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to conflict-of-law rules. The parties will first attempt in good faith to resolve any dispute through discussion between their executives for 30 days. Failing resolution, the courts of the judicial district of Montréal, Quebec have exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

These Terms are published in French and in English. The parties confirm that they have requested that these Terms and all related documents be drawn up in English. Les parties confirment avoir exigé que les présentes conditions et tous les documents connexes soient rédigés en anglais. In the event of inconsistency, the English version prevails.

16. General

These Terms, together with the Privacy Policy and any Customer Agreement, form the entire agreement on their subject matter. Neither party may assign them without the other's consent, except to a successor in a merger or sale of substantially all assets. Failure to enforce a provision is not a waiver. If a provision is unenforceable, the remainder stays in effect. Notices to Supervisr must be sent to legal@supervisr.ai and to Supervisr Technology AI inc., 6000, boulevard Rome, suite 410, Brossard, Quebec J4Y 0B6, Canada.

Document Control

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Owner: Chief Technology Officer (CTO)

Review Cycle: Annual or upon significant change

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Future revisions will be summarized in this section.