

Terms and Conditions

Development 360

Last updated: 10 August 2026

Effective: 10 August 2026

These Terms and Conditions ("**Terms**") govern access to and use of the Development 360 platform. By accessing the platform, signing an order form or invoice that references these Terms, or permitting your staff to use the platform, you accept these Terms. If you do not accept them, do not use the platform.

The platform is operated by შპს დეველოპმენტ 360 (LLC Development 360), identification code 405871310, Tbilisi, Georgia ("**we**", "**us**", "**Development 360**").

1. Definitions

- **Platform** — the Development 360 web application, its interfaces, integrations and related documentation.
- **Customer** — the company that has contracted with us for access to the Platform.
- **User** — an individual authorised by the Customer to access the Platform under the Customer's workspace.
- **Client Data** — all data a Customer or its Users enter, upload or generate in the Platform, including lead records, conversations, buyer and deal records, files and calendar entries.
- **Workspace** — the isolated tenant belonging to a single Customer.
- **Order** — the signed proposal, order form, invoice or written agreement setting out the subscription, scope and fees.

2. Accounts and access

2.1 Invitation only. The Platform is not open for public self-registration. Workspaces are provisioned by us for contracted Customers; attempts to create an account or an organisation outside that process are refused by design.

2.2 User accounts. The Customer's administrator invites Users and assigns each a role. The Customer is responsible for who it invites, for the roles it grants, and for removing access promptly when someone leaves.

2.3 Credentials. Accounts are personal. Users must not share credentials. The Customer is responsible for all activity under its Workspace, except activity resulting from our own breach of these Terms.

2.4 Accuracy. The Customer must keep account and contact information accurate and current.

3. The Customer's responsibilities for data

The Platform is used to hold personal data relating to third parties. Applicable data protection law places primary responsibility on the party that determines the purposes and means of collecting that data.

3.1 The Customer is the controller. As between us, the Customer is the data controller for all Client Data and we act only as processor on the Customer's documented instructions. Our Privacy Policy explains this division.

3.2 Lawful basis. The Customer warrants that it has a lawful basis for every piece of personal data it enters into the Platform, has given the notices required by law to the individuals concerned, and has obtained any consent required — including consent to be contacted through messaging channels.

3.3 Messaging. Where the Customer connects a messaging channel, the Customer is responsible for complying with that provider's policies and with the rules on unsolicited commercial messaging. Messaging windows, template requirements and sending restrictions are imposed by the channel providers, not by us; we surface them but cannot waive them.

3.4 Sensitive data. The Platform is not designed for special categories of personal data. The Customer must not upload identity documents, financial records or other sensitive material unless it has a lawful basis and appropriate safeguards. We do not inspect the contents of uploaded files.

3.5 Instructions. We will process Client Data only to provide, secure and support the Platform, and as otherwise instructed in writing by the Customer, unless the law requires otherwise.

4. Acceptable use

The Customer and its Users must not:

- use the Platform unlawfully, or to send unsolicited, deceptive or harassing messages;
- upload malware, or content that infringes the rights of others;
- attempt to access another Customer's Workspace or data, or probe, scan or test the security of the Platform without our prior written consent;
- reverse engineer, decompile or attempt to derive the source code of the Platform, except to the extent this restriction is unenforceable by law;
- resell, sublicense or provide the Platform as a service to third parties without our written agreement;
- use the Platform to build a competing product;
- circumvent usage limits, rate limits or access controls;
- misrepresent the origin of a message sent through a connected channel.

We may suspend access without notice where we reasonably believe there is a security risk, unlawful activity, or a breach of this clause that risks harm to others.

5. Fees

5.1 Fees, the subscription term and the payment schedule are set out in the Order. The Platform contains no payment processing; invoicing takes place outside the application.

5.2 Unless the Order says otherwise, fees are exclusive of VAT and other applicable taxes, which the Customer pays in addition.

5.3 Invoices are due within the period stated on the invoice. We may suspend access to the Platform where an undisputed invoice remains unpaid after written notice and a reasonable opportunity to pay.

5.4 Except where required by law or expressly stated in the Order, fees paid are non-refundable.

6. Intellectual property

6.1 Ours. We own the Platform, its software, design, documentation and all related intellectual property. These Terms grant the Customer a non-exclusive, non-transferable, revocable right to use the Platform during the subscription term, and nothing more.

6.2 The Customer's. The Customer owns its Client Data. The Customer grants us a limited licence to host, copy, transmit, display and process Client Data strictly as needed to provide and support the Platform, and to comply with the law.

6.3 Feedback. If the Customer sends us suggestions, we may use them without obligation or compensation.

6.4 Aggregated statistics. We may compile aggregated, de-identified statistics about how the Platform is used, and use them to operate and improve it. Such statistics never identify the Customer, any User, or any individual whose data sits in a Workspace, and are never sold.

7. Third-party integrations

7.1 The Platform can connect to third-party services — Meta (Facebook and Instagram), Telegram, Viber, listing portals, advertising platforms, banks and telephony providers. These are optional and off by default.

7.2 Those services are operated by independent third parties under their own terms and privacy policies. Connecting one means data passes to that provider. We are not responsible for their availability, their behaviour, their pricing or changes they make.

7.3 A third party may change or withdraw its interface, restrict an account, or require an approval process, at any time and without notice to us. That may reduce or disable functionality in the Platform. This is not a defect and does not entitle the Customer to a refund.

8. Availability and support

8.1 We aim to keep the Platform available and to correct faults promptly, but the Platform is provided without any uptime commitment unless a service level agreement is expressly signed as part of the Order.

8.2 We may perform maintenance, and may modify, add or remove features. Where a change materially reduces core functionality, we will give reasonable notice.

8.3 The Platform depends on infrastructure and third-party services outside our control. Interruptions originating there are not our responsibility.

9. Disclaimer of warranties

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY DATA, FIGURE, REPORT OR ANALYTIC PRODUCED BY THE PLATFORM IS ACCURATE OR COMPLETE.

Figures are not advice. Prices, availability, revenue figures, pipeline forecasts, absorption rates, payment schedules and any other number shown in the Platform are derived from data the Customer entered and from integrations the Customer connected. They are informational only. They are not financial, legal, tax or investment advice, and must not be presented to a buyer or relied on in a transaction without independent verification by the Customer.

10. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

10.1 WE ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY.

10.2 OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PLATFORM OR THESE TERMS SHALL NOT EXCEED THE TOTAL FEES PAID BY THE CUSTOMER TO US IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.3 Nothing in these Terms excludes or limits liability that cannot be excluded or limited under Georgian law, including liability for intentional misconduct or gross negligence, or for harm to life or health.

10.4 The Customer acknowledges that the fees reflect this allocation of risk, and that we would not provide the Platform on these commercial terms without it.

11. Indemnity

The Customer will indemnify and hold us harmless against claims, losses, damages, fines and reasonable legal costs arising from: (a) Client Data, including a claim that it was collected or used unlawfully; (b) the Customer's or its Users' breach of these Terms or of applicable law; (c) messages sent through a connected channel from the Customer's Workspace; and (d) the Customer's infringement of a third party's rights.

12. Confidentiality

Each party will keep the other's non-public information confidential, use it only for the purposes of these Terms, and protect it with at least reasonable care. This does not apply to information that is public through no fault of the receiving party, was already lawfully known, is independently developed, or must be disclosed by law — in which case the disclosing party is notified where legally permitted.

13. Term, suspension and termination

13.1 These Terms run for the subscription term in the Order and renew as stated there.

13.2 Either party may terminate for material breach that remains uncured 30 days after written notice.

13.3 We may suspend access immediately for the reasons in clause 4, or for non-payment under clause 5.3.

13.4 On **termination**, access ends. The Customer may export its Client Data before the end of the term and for **30 days** afterwards. After that period we delete Client Data in accordance with the Privacy Policy, except where the law requires retention.

13.5 Clauses that by their nature should survive — including 6, 9, 10, 11, 12 and 15 — survive termination.

14. Force majeure

Neither party is liable for failure to perform caused by events beyond its reasonable control, including natural disaster, war, civil unrest, industrial action, epidemic, failure of telecommunications or power, government action, or failure of a third-party infrastructure or integration provider. Payment obligations already accrued are not excused.

15. Governing law and disputes

15.1 These Terms are governed by the law of Georgia, without regard to its conflict of law rules.

15.2 The parties will attempt in good faith to resolve any dispute by negotiation. Failing that, the dispute is subject to the exclusive jurisdiction of the courts of Tbilisi, Georgia.

16. Changes to these Terms

We may amend these Terms. We will publish the amended version with a new "last updated" date and, where the change is material, give the Customer at least 30 days' notice by email or in the Platform before it takes effect. If the Customer objects to a material change, it may terminate before the change takes effect; continued use afterwards means acceptance.

17. General

17.1 Assignment. The Customer may not assign these Terms without our written consent. We may assign them to an affiliate or in connection with a merger or sale of assets.

17.2 Subcontracting. We may engage sub-processors and subcontractors, and remain responsible for their performance.

17.3 Severability. If a provision is held invalid, the rest remains in force and the invalid provision is replaced by a valid one closest to the original intent.

17.4 No waiver. Failure to enforce a provision is not a waiver of it.

17.5 Entire agreement. These Terms, the Privacy Policy and the Order form the entire agreement, and supersede prior discussions. Where they conflict, the Order prevails over these Terms, and these Terms prevail over the Privacy Policy on commercial matters.

17.6 Notices. Notices to us go to privacy@development360.ge. Notices to the Customer go to the administrator's registered email address.

17.7 Language. These Terms may be provided in Georgian and English. Where both exist and conflict, the Georgian version prevails for contracts governed by Georgian law.

18. Contact

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