

# **\*\*DEVISEE ONLINE, LLC**

## **BETA TESTING TERMS AND CONDITIONS\*\***

Please read this Agreement carefully as it governs your participation in the Devisee Online, LLC Beta Testing Program. By accessing or using the beta version of the Devisee Online, LLC platform, you agree to the following terms.

### **1. Overview**

The Devisee Online, LLC Beta Testing Program allows authorized individuals to access and use a pre-lease version of the Devisee Online platform solely for evaluation and feedback. The beta version is experimental and may contain incomplete features, defects, errors, or unexpected behavior. Your participation is voluntary and subject to this Agreement. If you do not agree, you must not use the beta version.

By participating, you understand and agree that you must not sign up for, create, or attempt to create any account or profile for access to the platform unless you have direct written authorization, permission, consent, and direction from Devisee Online, LLC.

### **2. Eligibility**

You may participate only if Devisee Online, LLC has expressly invited and authorized you. You agree that you are not permitted to register, sign up, create an account, or attempt access through any other form of platform enrollment. Access granted to you is non-transferable and must not be shared, sold, assigned, or provided to any other person.

Unauthorized participation, unauthorized access, or attempted enrollment is strictly prohibited and may result in immediate removal and legal action.

### **3. Account Creation Prohibited**

You acknowledge and agree that you must not create, register for, or attempt to establish any user account, profile, login credentials, or other form of access identity for the beta version of the Devisee Online, LLC platform without the direct written authorization, permission, consent, and direction of Devisee Online, LLC. Participation in the Beta Testing Program does not authorize any form of self initiated enrollment or account creation.

You agree that you must not:

- sign up for an account

## Terms and Conditions for the Devisee Online, LLC Beta Testing Program

Prepared by: Zeina Exilus, Esq.

Date prepared: 11/25/25

- create an account
- register using any email address
- use automated, indirect, or unauthorized means to obtain access
- attempt to access any areas or features that require account creation

Any attempt to create or register an account without the required direct written authorization, permission, consent, and direction of Devisee Online, LLC is strictly prohibited and may result in immediate removal from the program, permanent revocation of access, and legal action.

All access must be provided solely and directly by Devisee Online, LLC.

### **4. Confidentiality and Proprietary Information**

All information accessed, observed, generated, or otherwise made available during beta testing is strictly confidential and constitutes proprietary information and proprietary content owned exclusively by Devisee Online, LLC. This includes all features, functionality, designs, workflows, architecture, algorithms, code structures, user interface elements, graphics, documents, business processes, business logic, system behavior, data models, and any information not publicly known.

You agree to protect all confidential and proprietary information using the highest degree of care that a prudent and diligent professional would exercise under similar circumstances, and in no event less than a commercially reasonable standard of care.

You must not disclose, copy, store, discuss, transmit, capture, reproduce, record, or make available any confidential or proprietary information without prior written authorization from Devisee Online, LLC. You must not take screenshots, save images, record videos, or otherwise capture any part of the platform.

Any unauthorized disclosure, use, or exploitation may result in legal action including, but not limited to injunctive relief, monetary damages, and reasonable attorney fees.

### **5. License and Use Restrictions**

Devisee Online, LLC grants you a limited, non-exclusive, non-transferable, revocable license to access and use the beta version solely for evaluation and feedback. You obtain no ownership rights.

You agree that you will not:

- copy, modify, translate, or create derivative works

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- reverse engineer, decompile, disassemble, or attempt to access source code
- distribute, sell, license, or make the beta version available to others
- use the platform for production, commercial, or client purposes
- bypass or circumvent any controls
- access any part of the platform without direct written authorization

All intellectual property rights remain with Devisee Online, LLC.

## **6. Feedback**

Any feedback, suggestions, ideas, error reports, comments, observations, or recommendations you provide, whether expressly submitted, indirectly conveyed, captured through your use of the platform, generated through your interaction with the system, or provided in response to requests from Devisee Online, LLC, are considered non-confidential and become the exclusive property of Devisee Online, LLC.

Devisee Online, LLC may use, implement, modify, or commercialize such feedback in any manner without compensation, attribution, or acknowledgment.

## **7. Data and Privacy**

Devisee Online, LLC may collect usage data, diagnostic information, system logs, crash reports, error data, and behavioral analytics for purposes of development, improvement, quality control, and security.

Devisee Online, LLC will not sell or transfer your personal information to third parties and will treat all information in accordance with reasonable privacy practices appropriate for a pre release platform.

## **8. Disclaimer of Warranties**

The beta version is provided entirely as is and as available. Devisee Online, LLC makes no warranties of any kind, express or implied, including any implied warranty of merchantability, fitness for a particular purpose, accuracy, reliability, or non infringement.

You acknowledge that the beta version may be unstable, incomplete, or subject to failure without notice.

## **9. Limitation of Liability**

To the fullest extent permitted by law, Devisee Online, LLC shall not be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages arising from or relating to your use or inability to use the beta version.

## **10. Indemnification**

You agree to indemnify, defend, and hold harmless Devisee Online, LLC and its members, officers, agents, and affiliates from all claims, losses, liabilities, damages, and expenses, including reasonable attorney fees, arising from or related to your misuse of the beta version, breach of this Agreement, or unauthorized disclosure of confidential or proprietary information.

## **11. Termination and Post Termination Obligations**

Devisee Online, LLC may terminate your access at any time for any reason without notice. Upon termination, you must immediately stop accessing or using the platform.

You agree that you must not retain, store, save, house, archive, or keep any information, data, materials, or content obtained through the beta version on any device, cloud storage, or medium. If you have stored or captured any such information, whether intentionally or unintentionally, you must permanently delete it and ensure no copies remain accessible or recoverable.

Devisee Online, LLC may, at its discretion, store or remove information housed within the platform for future operational or analytical purposes. All confidentiality, proprietary, and intellectual property obligations continue indefinitely after termination.

## **12. Changes to Terms**

Devisee Online, LLC may update, modify, amend, or revise this Agreement at any time with or without notice. It is your responsibility to review the Agreement periodically. Any change becomes effective immediately upon posting unless otherwise stated by Devisee Online, LLC.

Your continued use of the beta version after any change constitutes acceptance of the revised terms.

## **13. Governing Law, Arbitration, Venue, and Severability**

This Agreement is governed by the laws of the State of Oklahoma.

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Any dispute, claim, or controversy arising out of or relating to this Agreement, your participation in the Beta Testing Program, or your use of the beta version shall be resolved exclusively through binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, which are incorporated into this Agreement by reference as if fully set forth herein. The arbitration shall be conducted by a single arbitrator appointed in accordance with the Commercial Arbitration Rules.

The arbitration shall take place in Tulsa County, Oklahoma. The arbitrator shall have the authority to award any remedy or relief available under applicable law, including injunctive relief, declaratory relief, monetary damages, and any provisional or equitable remedies necessary to protect the rights of the parties. The arbitrator shall apply the substantive law of the State of Oklahoma.

Venue for any action outside arbitration, including actions seeking injunctive relief or enforcement of arbitration awards, shall lie exclusively in the state or federal courts located in Tulsa County, Oklahoma. You consent to personal jurisdiction in those courts.

If any provision is held invalid or unenforceable, it shall be modified only to the extent necessary to make it enforceable while preserving the parties intent. If modification is not possible, the provision shall be severed, and the remaining provisions shall remain in full force and effect.

## **14. Miscellaneous**

These Terms constitute the entire agreement between you and Devisee Online, LLC regarding the beta version. You may not assign your rights under this Agreement. Devisee Online, LLC may assign its rights at any time. Failure to enforce any provision does not waive any rights. All confidentiality, proprietary, data deletion, feedback ownership, intellectual property, indemnification, and dispute resolution obligations survive termination.