

handl.io Master Services Terms | <https://handl.io/terms>

handl.io Inc.

Version 2026-07 Effective July 14, 2026

These Master Services Terms (the "Master Terms") govern the services handl.io Inc., a corporation incorporated under the laws of the Province of Quebec with offices at 3500 Blvd. De Maisonneuve Ouest #7000, Westmount, QC H3Z 3C1 ("handl.io" or "Company"), provides to a client ("Client") under any Order Form, Statement of Work, or other ordering document that incorporates these Master Terms by reference (each an "Order Form"). Company and Client are each a "Party" and together the "Parties." Together, the Order Form and these Master Terms form the "Agreement." The Order Form identifies the Parties, the services and deliverables (the "Services" and "Deliverables"), the fees, the Initial Term, and the Effective Date. If an Order Form conflicts with these Master Terms, the Order Form governs. When a Party discloses Confidential Information it is the "Discloser"; when it receives Confidential Information it is the "Recipient." "Client Data" means the data, content, and materials Client or its systems provide to Company in connection with the Services.

A PDF copy of these Master Terms is available for download on this page. Prior versions remain available at their own dated URLs. These Master Terms are also published in French at handl.io/conditions.

1. Term and Termination

1.1 Term. The Agreement begins on the Effective Date and continues for the Initial Term stated in the Order Form (the "Term"), unless terminated earlier under this Section 1.

1.2 Termination for Convenience. During the Initial Term, neither Party may terminate for convenience; the Parties commit to the Initial Term, subject to termination for cause under Section 1.3. After the Initial Term, either Party may terminate for convenience on sixty (60) days prior written notice to the other Party. No early termination fee applies.

1.3 Termination for Cause. Either Party may terminate immediately on written notice if the other Party materially breaches the Agreement and fails to cure within thirty (30) days of written notice of the breach, or becomes insolvent or ceases to carry on business.

1.4 Effect of Termination. On any termination, Client will pay Company for (i) all Services performed and fees accrued through the effective date of termination, including any recurring fees through any applicable notice period, and (ii) any implementation milestone then due and payable under the Order Form. Company will provide a thirty (30) day wind-down period during which active agents and workflow automations continue to operate to allow Client to transition, billed pro rata at the then-current monthly rate, after which Company will deactivate the agents and return or destroy Client Data under Section 5.

1.5 Renewal. After the Initial Term, the Agreement continues month to month on the same terms unless either Party gives thirty (30) days written notice of non-renewal.

2. Confidentiality and Non-Solicitation

2.1 Confidential Information. "Confidential Information" means any information disclosed by or on behalf of the Discloser, in any form, that is identified as confidential or that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure. It includes business plans, financial information, customer and prospect lists, pricing, product roadmaps, source code, technical data, know-how, trade secrets, models, prompts, datasets, security information, and personnel information.

2.2 Exclusions. Confidential Information does not include information the Recipient can demonstrate: (a) was already known to it without confidentiality obligations before disclosure; (b) is or becomes public through no breach of the Agreement; (c) was rightfully received from a third party without confidentiality obligations; or (d) was independently developed without use of or reference to the Discloser's Confidential Information.

2.3 Obligations. The Recipient will use the Discloser's Confidential Information solely for the purpose of the Agreement, will protect it with at least a reasonable degree of care, and may disclose it only to its Representatives (directors, officers, employees, contractors, advisors, and affiliates) who need to know and who are bound by confidentiality obligations at least as protective as these. The Recipient is responsible for any breach by its Representatives.

2.4 Compelled Disclosure. If legally required to disclose Confidential Information, the Recipient will give the Discloser prompt written notice where permitted, disclose only what is legally required, and seek confidential treatment.

2.5 Return or Destruction. On the Discloser's written request or on termination, the Recipient will promptly return or destroy all Confidential Information and certify destruction if requested, subject to routine backup retention and legal requirements, which remain subject to confidentiality.

2.6 Mutual Non-Solicitation of Employees. During the Term and for six (6) months after termination, neither Party will directly or indirectly solicit for employment, hire, or engage any employee or contractor of the other Party with whom it had material contact in connection with the Agreement, without prior written consent. This does not apply to general solicitations not targeted at the other Party's personnel, or to personnel whose engagement ended at least six (6) months before first contact.

2.7 Mutual Non-Solicitation of Customers. During the Term and for twelve (12) months after termination, neither Party will solicit or divert any customer or prospective customer of the other Party whose identity was learned through the Agreement, for competitive purposes. This does not restrict pre-existing relationships or responses to unsolicited inbound inquiries.

2.8 Survival. The confidentiality obligations survive for five (5) years from disclosure (and, for trade secrets, for as long as they remain trade secrets). The non-solicitation obligations survive per their terms.

2.9 References and Publicity. Company may describe the engagement, the nature of the Services, and anonymized, aggregate results in its marketing materials, proposals, and case studies, provided the description does not identify Client and does not disclose Client's Confidential Information. Neither Party will otherwise use the other Party's name, logo, or trademarks in any public materials without the other Party's prior written consent.

3. Fees and Payment

3.1 Fees. Client will pay the fees stated in the Order Form.

3.2 Invoicing. Unless the Order Form states otherwise: any amount payable on signing is invoiced on signing and is due on receipt; any implementation balance is invoiced on completion of the implementation milestone stated in the Order Form; and recurring fees are invoiced monthly in advance from the point stated in the Order Form. Client will pay each undisputed invoice within fifteen (15) days of the invoice date.

3.3 Automatic Charges. Where the Order Form provides for automatic charges, Client authorizes Company to store Client's payment method and to charge it the recurring fees stated in the Order Form on the same day of each month, continuing until the Agreement is terminated or Client cancels the authorization with thirty (30) days written notice. If a scheduled charge fails, Company may retry the charge and Client remains responsible for the amount due.

3.4 Late Amounts. If an undisputed amount remains unpaid when due, Company will notify Client and the Parties will promptly confer. If the amount remains unpaid twenty (20) days after that notice, Company may suspend the affected Services until the overdue undisputed amount is paid; suspension under this Section is not a breach by Company. Overdue undisputed amounts bear interest at 1.5% per month (18% per year), or the maximum rate permitted by law if lower, from the due date until paid.

3.5 Taxes and Currency. Fees are exclusive of applicable sales and use taxes. Amounts are payable in the currency stated in the Order Form.

4. Acceptance of Deliverables

4.1 Acceptance Criteria. Before or at the start of the implementation, the Parties will agree in writing on objective acceptance criteria for the Deliverables (the "Acceptance Criteria"), whether set out in the Order Form, in a schedule to it, or in a written exchange between the Parties. The Acceptance Criteria define completion of the implementation and of each Deliverable. Functionality beyond the Acceptance Criteria is future work to be scoped separately, and is not a basis to withhold acceptance or fees.

4.2 Deemed Acceptance. Each Deliverable is deemed accepted on the earlier of (i) Client's production use of the Deliverable, or (ii) five (5) business days after Company's written notice that the Deliverable is complete against the Acceptance Criteria, unless within that period Client delivers a written list of specific deficiencies measured against the Acceptance Criteria. Where Client identifies such deficiencies, Company will have a reasonable opportunity to correct and

resubmit, and this Section applies again to the resubmission. "Acceptance of the implementation" in an Order Form means acceptance of the final Deliverable under this Section.

4.3 Client Cooperation. Client will provide in a timely manner the access, data, personnel, and approvals reasonably required for Company to deliver the Services. Timelines extend day for day for delays caused by Client. If a Deliverable cannot proceed or be verified because Client has not provided required access, data, or approvals within ten (10) business days after Company's written request, the affected Deliverable is deemed accepted and any fees associated with it become due.

5. Client Data, AI Processing and Security

5.1 Ownership. Client Data is and remains Client's exclusive property. Client grants Company a non-exclusive license to host, process, and transmit Client Data solely to provide the Services and to comply with applicable law. On termination and payment of amounts owed, Company will, at Client's election, return or destroy Client Data and certify destruction.

5.2 No Training on Client Data. Company will not use Client Data to train, fine-tune, or improve any AI model for purposes unrelated to delivering the Services without Client's prior written consent, and will contractually require its third-party AI platforms not to use Client Data for general model training.

5.3 AI Output Accuracy. AI outputs are advisory decision-support tools and may contain inaccuracies. Client is responsible for independently verifying AI outputs before acting on them. Company does not warrant the accuracy or fitness of AI outputs.

5.4 Security. Company will implement industry-standard security measures appropriate to the data. Client is responsible for the security of its own systems and connections.

6. Intellectual Property

6.1 Pre-Existing IP. Neither Party gains rights in the other's pre-existing intellectual property. Client grants Company a limited license to use Client's pre-existing intellectual property solely to provide the Services.

6.2 Company Methodology (the "Recipe"). Company owns all of its methodologies, prompt libraries, AI model configurations, workflow automation designs, agent architectures, analytical frameworks, and reusable components ("Company Materials"). Client Data processed through these methodologies remains Client's exclusive property (the "ingredients").

6.3 License to Client. Subject to payment in full, Company grants Client a limited, non-exclusive, non-transferable license to use the Deliverables and any embedded Company Materials for Client's internal business purposes.

7. Warranties, Liability and Indemnity

7.1 Warranty. Company warrants it will perform the Services with reasonable care and skill in a professional and workmanlike manner. The Deliverables will perform substantially in accordance with the Acceptance Criteria for the length of the Agreement. Client's sole remedy for breach is re-performance or correction. Except as stated, all warranties are disclaimed to the extent permitted by law.

7.2 Limitation of Liability. Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or lost profits. Except for amounts that cannot be excluded or limited under applicable law, each Party's aggregate liability under the Agreement will not exceed the amount Client actually paid Company for the specific Service giving rise to the claim in the twelve (12) months before the liability arose. Nothing in this Section limits Client's obligation to pay the fees due under an Order Form.

7.3 Indemnity. Company will indemnify Client against third-party claims that the Services or Deliverables infringe intellectual property rights, excluding claims arising from Client's misuse, unauthorized modification, combination with non-Company items, or Client Data. Client will indemnify Company against claims arising from Client's acts or omissions.

8. General

8.1 Dispute Resolution. The Parties will first attempt in good faith to resolve any dispute through their executives for at least thirty (30) days. Any unresolved dispute will be settled by binding arbitration under the Canadian Arbitration Rules of the ADR Institute of Canada, conducted in Montreal, Quebec, except that either Party may seek injunctive or equitable relief at any time.

8.2 Governing Law. The Agreement is governed by the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to conflict-of-law principles. The courts of the judicial district of Montreal, Quebec have exclusive jurisdiction, subject to Section 8.1.

8.3 Independent Contractor. Company acts as an independent contractor. Nothing creates a partnership, joint venture, or agency relationship.

8.4 Assignment. Neither Party may assign the Agreement without the other's prior written consent, except to a successor in a merger, acquisition, or sale of substantially all assets, on written notice.

8.5 Force Majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, except for payment obligations.

8.6 Entire Agreement. The Order Form and these Master Terms are the entire agreement of the Parties on their subject matter and supersede all prior agreements and understandings. Any future phases or additional services will be documented in an additional Order Form or Statement of Work that incorporates these Master Terms.

8.7 Amendments, Waiver and Versions. Amendments must be in writing and signed by both Parties. Each Order Form is governed by the version of the Master Terms in effect on its Effective Date, or by the version expressly referenced in it, if any; Company's publication of a later version does not amend an existing Order Form. No waiver of any breach waives any other breach.

8.8 Severability. If any provision is held invalid, the remainder stays in effect and the invalid provision is reformed to the minimum extent necessary.

8.9 Counterparts and Electronic Signature. The Agreement may be executed in counterparts and by electronic signature, each of which is an original and all of which together are one instrument. An electronic record of acceptance, including a checkbox acceptance captured in the signing process, is valid evidence of agreement.

8.10 Language. These Master Terms are published in English and in French (handl.io/conditions). Where the Parties have expressly agreed to be bound by the English version after having had the opportunity to examine the French version, the English version governs. The Parties have expressly requested that the Agreement be drafted in English. Les parties ont expressement demande que la presente convention soit redigee en anglais.

Version History

Version 2026-07 (effective July 14, 2026): Initial published version. Restructured from the handl.io Master Services & Phase 1 Agreement into Order Form plus Master Terms. Republished July 14, 2026, before first client use, adding acceptance of deliverables (Section 4), client cooperation (4.3), references and publicity (2.9), late payment interest (3.4), and a mutual liability cap (7.2), and publishing the French version at handl.io/conditions. Permanent link.

Rev. 2 (July 14, 2026, before first client use): Added an express Client Data processing license (Section 5.1); replaced "will ensure" with a contractual-requirement commitment for third-party AI platforms (Section 5.2); corrected an undefined term reference (Section 6.1). Applied to both the English and French versions.