

Rewind Terms of Service

Thanks for choosing Rewind! This agreement explains what we do, what you can expect from us, what we expect from you.

Understanding these terms is important because, by accessing or using our Services, you're agreeing to these terms. When we speak of "Rewind", "we," "us," and "our", we mean Rewind Software Inc. and its affiliates.

Service Provider

Services are provided by, and you're contracting with:

Rewind Software Inc.
333 Preston Street, Suite 200
Ottawa, Ontario K1S 5N4
Canada

Key Definitions

Business Apps: Third-party software platforms that our Services support, such as Shopify, GitHub, Jira, Confluence, and others we add over time.

Services: Our backup, encryption, storage, and restoration Services for your Business Apps, including all features available under your Subscription Plan.

Your Data: All content from your Business App accounts that we back up through our Services (also called "Customer Content" in some of our other documents).



Rewind Account: Your account with us that you use to access our Services.

Documentation: Our published guides, policies, and technical documents available at help.rewind.com and rewind.com/trust/, as updated from time to time.

Subscription Plan: The specific service tier you've chosen, which determines your features, backup frequency, billing frequency and pricing.

Data Retention Policy: Our policy that governs how long we keep your data after cancellation, available at rewind.com/legal/data_retention_policy/.

Think Of Us As Your Digital Safety Net

You subscribe to our Services and tell us which Business Apps you'd like us to back up Your Data from. You give us permission to connect to those Business Apps through their official connections (APIs). We automatically create encrypted backup copies of Your Data and store them in our cloud vault. If you lose, corrupt or accidentally deleted Your Data in your Business App account, our Services allow you to restore a prior or latest version of Your Data during your subscription term (availability of Your Data for restorations depends on your Subscription Plan and Business App). We create new backups regularly – from real-time to daily depending on your Subscription Plan.

Important: We only back up Your Data from the Business Apps you choose. The Business Apps themselves are run by other companies, not us. Third-party services are governed by separate terms that you have with those other

companies. We're not responsible if those third-party services have problems or change how they work that affect our backup Services to you.

Changes to our Services: We may improve, modify, or discontinue parts of our Services, make new Services available or stop providing certain Services entirely, at any time and at our sole discretion. If we make material changes that negatively impact your use of our Services or if we stop offering a service, we'll provide you with reasonable advance notice, except in urgent situations such as preventing abuse, responding to legal requirements, or addressing security and operability issues. You'll also be able to download Your Data from your Rewind Account.

Support questions: Contact us at support@rewind.com or through your Rewind Account dashboard.

Licenses; Who Owns What

Your Data remains yours. We're just keeping copies of it for you. In order for us to provide you our Services, you provide us with a license to:

- Access, store, restore, host, reproduce, distribute, communicate, and use Your Data
- Modify and create derivative works based on Your Data, such as technical modifications strictly necessary to provide backup, storage, and restoration services
- Sublicense these rights to our contractors who've signed agreements with us that are consistent with the [Rewind Data Processing Addendum](#) (DPA)

We will only access Your Data to:

- Create and maintain your backups
- Restore Your Data when you ask us to
- Help you with support issues

Duration: You permit Rewind to retain Your Data for the duration of your subscription in accordance with your Subscription Plan and as specified in our Data Retention Policy.

Although we give you permission to use our Services, we retain any intellectual property rights we have in the Services, including but not limited to, software and all Documentation. If you give us suggestions or ideas about our Services, we can use them freely without owing you anything.

Security; Privacy

We keep your data secure by encrypting it in transit and at rest. We follow industry standard security practices and retain your backups according to your Subscription Plan.

As a Canadian company, we comply with *Personal Information Protection and Electronic Documents Act* (PIPEDA). Our Data Processing Agreement (rewind.com/legal/dpa/) governs how we handle personal information. It forms part of this agreement and takes precedence over these terms. We also publish a Privacy Notice (rewind.com/legal/privacy-notice/).

What We Expect From You

We give you permission to access and use our Services as long as you comply with the terms of this agreement.

Your warranties. You warrant that:

- If you're using our Services on behalf of an organization, you are authorized to represent that organization in agreeing to these terms
- You either own all Your Data you're backing up or have obtained all the necessary permissions and licenses from the data owners that are required for Rewind to back up the data You will comply with all applicable laws and your Business Apps' terms of service
- You're not located in or organized under the laws of any embargoed jurisdiction or on any government sanctions list, and you won't use our Services for any prohibited purposes under applicable export control laws.

Your Ongoing Obligations. During your subscription term, you agree to:

- Properly set up your Business App accounts and configurations so we can access them. If your actions or configurations prevent us from backing up Your Data, we're not liable for any problems that result.
- Keep your Rewind Account and payment information accurate and up to date
- Only have us back up Business App accounts you're authorized to access
- Pay your bills on time
- Not use our Services for anything illegal or harmful
- Tell us within 24 hours if an unauthorized person accesses your Rewind Account

- Maintain good security for your Rewind Account login credentials. We may immediately suspend your Rewind Account if we reasonably believe that there may be a security risk or violation of these terms.

Don't abuse our Services. You cannot:

- Reverse engineer, modify, or create competing or derivative products from our Services, or access our Services for that purpose
- Use our Services to store illegal content
- Let others use your Rewind Account
- Do anything to harm Rewind's Services or harm any other users of our Services

Pricing; Billing

Subscription fees vary by Subscription Plan and are listed on our website. Prices are in USD unless stated otherwise and exclude taxes. You're responsible for paying all taxes associated with the subscription.

Important: We may change pricing at any time but we will give you at least 30 days' advance written notice and it will only take effect on your next renewal. We may also convert early access subscriptions from free access to a paid subscription with prior notice.

Your subscription will automatically renew unless you cancel at least 30 days before it expires.

If you pay us directly, monthly plans bill every 30 days and annual plans bill yearly in advance. You can also pay for our Services through your Business App provider (if available) or

through an authorized reseller in accordance with their payment terms.

Payment rules:

- Keep your billing information current. If payment fails, we may suspend Services after 5 business days' notice.
- All fees are non-refundable except where we note otherwise.

Our Warranty

We promise to provide our Services (1) using reasonable skill and care, and (2) materially as described in our current published Documentation.

If we don't meet this quality level, tell us in writing with details and we'll work with you to try to resolve the issue. If we can't reasonably resolve it within 30 days, you can cancel your subscription and get a pro-rata refund of prepaid fees for the unused subscription term. This is your only remedy for breach of warranty.

Disclaimers: The only commitments we make about our Services (including the specific functions of our Services, or their reliability, availability, or ability to meet your needs) are provided in this Warranty section and under applicable law.

If we offer you a limited-time free trial or an early access to a Subscription Plan, the Services provided during that time are provided "as is" with no representations or warranties of any kind and may be subject to limits on use.

Our warranty doesn't cover problems caused by:

- Your misuse, modifications, or failure to follow our requirements
- Your configurations or access restrictions
- Problems with third-party services
- Events that are beyond our control (like natural disasters, government actions, internet outages or cyberattacks).

Liabilities

These terms only limit our responsibilities as allowed by applicable law. These terms don't limit liability for:

- Fraud or fraudulent misrepresentation
- Death or personal injury caused by negligence gross negligence
- Willful misconduct

Other than the liabilities described above, Rewind is liable only for its breaches of these terms, subject to applicable law.

Rewind won't be responsible for the following liabilities:

- Indirect or consequential loss
- Lost profits, revenue, business opportunities, goodwill or anticipated sales or savings

Except as stated above in this Liabilities section, Rewind's aggregate liability arising out of or relating to these terms will not exceed the fees you paid to use the relevant Services in the 12 months immediately before the breach. These limits apply regardless of the theory of liability and even if Rewind

was advised of the possibility of such damages. Multiple claims will not expand these limits.

To the extent allowed by applicable law, you'll indemnify Rewind and its directors, officers, employees, and contractors for any third-party legal proceedings arising out of or relating to your unlawful use of the Services or violation of these terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees, except to the extent a liability or expense is caused by Rewind's breach, negligence, or willful misconduct.

Settling Disputes; Governing Law

You must negotiate in good faith with us for at least 30 days to try to resolve any disputes arising out of or relating to this agreement. If we are unable to resolve the dispute, then the dispute must be referred to and finally resolved by binding arbitration in English, and in Ontario, Canada under the JAMS arbitration rules then in effect. At any point, either party may seek interim or provisional relief from an Ontario court if necessary to protect the rights or property of a party.

These terms are governed by Ontario, Canada law without regard to conflict of law principles.

Legal notices: For us, send to legal@rewind.com or Rewind Software Inc., 333 Preston Street, Suite 200, Ottawa, Ontario K1S 5N4, Canada. For you, we will send to the email address associated with your Rewind Account.

Suspending Or Canceling Your Service

By you: You can cancel the Services anytime through your Rewind Account settings in the Rewind app. **You will not get any refunds or credits for early cancellation.**

By us: If we cancel your subscription for our convenience, we will give you 30 days prior notice and a pro-rata refund of prepaid fees for the unused subscription term.

In both cases, unless legally prohibited, we will follow our Data Retention Policy and Your Data will be permanently deleted after 90 days of inactivating your Rewind Account.

Without limiting any of our other rights, Rewind may immediately suspend or terminate your access to the Services or delete your Rewind Account if any of these things happen:

- You materially or repeatedly breach these terms and can't cure the breach within 15 days
- We're required to do so to comply with a legal requirement or a court order
- We reasonably believe that your conduct causes harm or liability to a third party or Rewind

About These Terms

These terms describe the relationship between you and Rewind. These terms, together with any order form with us, make up our complete agreement and supersedes all prior agreements between us. These terms don't create any legal rights for other people or organizations, even if others benefit from that relationship under these terms. You're also not allowed to assign your rights and obligations, or your Rewind Account, to another person or organization without

our written permission. We'll notify you if we will be assigning our rights and obligations to an affiliate or to an entity acquiring all or substantially all of our assets.

If any particular term of this agreement is not valid or enforceable, this will not affect any other terms.

We may update these terms: (1) to reflect changes in our Services or how we do business — for example, when we add new Services, features, technologies, pricing, or benefits (or remove old ones), (2) for legal, regulatory, or security reasons, or (3) to prevent abuse or harm.

If we materially change these terms, we'll provide you with reasonable advance notice and the opportunity to review the changes, except (1) when we launch a new service or feature, or (2) in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you don't agree to the new terms, you should stop using the Services and close your Rewind Account by following the steps in the "Canceling Your Service" section above. Continuing to use our Services after the changes means you accept the new terms.

Effective Date: September 3, 2025

Version Date	Last Updated
Rewind's Terms of Service 2024	March 20, 2024