PRODUCT DIAGNOSTIC

Services Agreement and Terms of Use

Online purchase, confidential data processing, diagnostic delivery and data destruction

DATA COMMITMENT

Product Data is used only to deliver the Product Diagnostic and any included Updated Executions. It is not used to train artificial intelligence models or for marketing, benchmarking, resale or product development. The active Product Data set is destroyed at the end of the 72-hour Improvement Window, and 360platform sends a written destruction confirmation.

Effective date: November 24, 2026

Provider: 360platform Inc. (“360platform”)

Contact: info@360platform.app | www.360platform.app

Governing law: Province of Québec and applicable federal laws of Canada

Agreement and acceptance

These Product Diagnostic Services Agreement and Terms of Use (the "Terms") form a binding agreement between 360platform and the person or legal entity purchasing or using the Product Diagnostic (the "Customer"). If an individual accepts these Terms on behalf of an organization, that individual represents that they have authority to bind the organization.

The Customer accepts these Terms by checking the acceptance box, placing an order, using a Diagnostic Credit, uploading Product Data, requesting an Updated Execution, or accessing a Diagnostic Report. The version displayed at checkout applies to the applicable transaction and Diagnostic Credits purchased in that transaction.

The Product Diagnostic is primarily offered for business use. If mandatory consumer protection law applies, these Terms do not restrict rights that cannot lawfully be waived.

Definitions

Term	Meaning
Diagnostic Credit	A prepaid entitlement to initiate one Baseline Execution for one Product, subject to the included Updated Executions described below.
Product	The specific manufactured good identified by the Customer when a Diagnostic Credit is activated. A materially different SKU, configuration, formulation, model or bill of materials may be treated as a different Product.
Product Data	All files, records, text, responses, metadata and other information submitted by or for the Customer, including technical, supplier, facility, financial, commercial, regulatory, quality, carbon and logistics information.
Baseline Execution	The first automated Product Diagnostic execution initiated for a Product using a Diagnostic Credit.
Updated Execution	A revised execution for the same Product that incorporates additional or corrected Product Data during the Improvement Window.
Improvement Window	The fixed 72-hour period beginning when the Baseline Diagnostic Report is first made available to the Customer.
Diagnostic Report	The report generated from Product Data, permitted external sources, system rules, assumptions and automated analysis.
Administrative Records	Transaction, tax, consent, security, delivery and support records that do not contain the substantive contents of Product Data or a Diagnostic Report.
Manufacturer	The organization whose Product is assessed, whether or not it purchases the Diagnostic Credit.
Financial Institution	A bank, lender, investor, insurer, public funding body or other financial partner that purchases, requires, sponsors or receives an authorized Product Diagnostic.
Data Owner	The Manufacturer or other person that owns or controls the Product Data and has authority to determine how it may be processed and disclosed.
Authorized Submitter	The person designated by the Data Owner to upload or correct Product Data and request Updated Executions.

Term	Meaning
Authorized Recipient	A person designated in a valid authorization to receive a specified Diagnostic Report or summary. Authorized Recipient status does not include access to Product Data unless expressly stated.

Product Diagnostic service

Scope

360platform will provide an automated, product-level diagnostic based on the Product Data submitted, information supplied through the interface and relevant external sources. The Diagnostic Report may assess the evidence base, product structure, dependencies, resilience, financial exposure, export and market-access readiness, regulatory and documentary gaps, and priority actions.

The service is a standalone service. No subscription to the 360platform Product Intelligence Platform is required.

Automated analysis

The Customer acknowledges that artificial intelligence and automated rules are used to process information and generate the Diagnostic Report. Outputs may be incomplete, preliminary, inconsistent or incorrect. The report will distinguish confirmed, inferred, conflicting and unknown information where the system is able to do so, but the Customer must independently review material conclusions.

Delivery

A Diagnostic Report is delivered electronically to the authorized recipient designated by the Customer. Delivery occurs when the report is made available for download or sent to that recipient. The Customer is responsible for downloading and securely retaining any report it wishes to keep before the Improvement Window expires.

Baseline and included Updated Executions

Each Diagnostic Credit includes one Baseline Execution and, as a specific exception to the general rule that a new execution requires a new Diagnostic Credit, up to two Updated Executions for the same Product during the Improvement Window. No additional Diagnostic Credit is consumed for these two Updated Executions.

- An Updated Execution must relate to the same Product and may add, correct or clarify Product Data to improve the analysis.
- The Customer must submit the additional information and request the Updated Execution through the prescribed interface before the Improvement Window expires.
- The Improvement Window is fixed and does not restart or extend when an Updated Execution is delivered.
- Unused Updated Executions expire automatically at the end of the Improvement Window and have no cash or credit value.
- A request made after the Improvement Window, a third Updated Execution, or an execution for another Product requires a new Diagnostic Credit.
- If 360platform cannot complete a timely requested Updated Execution because of a failure attributable to 360platform, it may extend the window solely as needed to complete that execution or reinstate an appropriate Diagnostic Credit.

A correction to formatting, delivery or a system error that does not involve new Customer instructions or Product Data is not an Updated Execution.

Customer responsibilities

The Customer will provide information that it reasonably believes is accurate, current and lawfully obtained. The Customer remains responsible for the quality, relevance, completeness and legality of Product Data and for decisions based on the Diagnostic Report.

The Customer represents and warrants that it has all rights, permissions and lawful authority needed to submit Product Data and authorize its processing under these Terms, including information belonging to suppliers, affiliates, employees or other third parties.

The Customer will not submit:

- personal information that is unnecessary for the Product Diagnostic;
- payment-card data outside the authorized payment interface;
- passwords, private encryption keys or authentication secrets;
- classified information, controlled technical data or export-controlled information unless 360platform has expressly agreed in writing to an approved handling procedure;
- malicious code, unlawful content, or information whose disclosure or processing would breach a duty owed to another person.

The Customer will identify the intended recipients of each Diagnostic Report and will protect account credentials and report links. It will promptly notify 360platform of suspected unauthorized access or an incorrect recipient.

360platform reserves the right to review, restrict or decline access to the Product Diagnostic where it reasonably determines that the Customer is engaged in activities that directly compete with the service or presents a material risk of prohibited competitive use.

The Customer agrees to provide accurate information concerning its legal identity, official website, organizational affiliation and intended use of the service when reasonably requested.

Any access restriction will be applied in good faith and may be reconsidered following clarification of the Customer's intended purpose.

Financial Institution-sponsored Diagnostics

Application

This section applies when a Financial Institution purchases, requires, sponsors or receives a Product Diagnostic concerning a Manufacturer. The Financial Institution may be the Customer and payer, but payment alone does not make it the Data Owner and does not create any right to receive Product Data, source documents or a Diagnostic Report.

Manufacturer authorization required

Before Product Data is uploaded or processed, 360platform must receive a Manufacturer Data Authorization and Report Sharing Consent substantially in the form of Schedule D, accepted by a person authorized to bind the Data Owner. The authorization must identify the Product, Customer or sponsor, Authorized Submitter, Authorized Recipients, permitted report format and permitted purpose.

If the Financial Institution or its representative submits Product Data, it represents and warrants that the Data Owner has expressly authorized that submission and the processing and disclosures described in the applicable consent. 360platform may suspend the Diagnostic until it receives satisfactory evidence of authority. Acceptance of these Terms by the Financial Institution does not replace the Data Owner’s consent.

Data access and separation

The Data Owner retains all rights in Product Data. Unless the Data Owner expressly authorizes otherwise:

- the Manufacturer or its designated representative is the sole Authorized Submitter;

- the Financial Institution will not receive or access uploaded source documents, extracted records, working data, prompts or processing artifacts;
- 360platform will provide the Financial Institution only the report, decision summary or specified sections authorized by the Data Owner;
- commercially sensitive details that are not required for the authorized financial purpose will remain restricted; and
- 360platform will not disclose Product Data in response to an informal request from the payer, sponsor or another recipient.

Report configurations

The applicable consent may authorize one of the following delivery configurations: (a) a detailed report to the Manufacturer only; (b) a detailed report to the Manufacturer and a decision summary to the Financial Institution; or (c) a common report to both parties. Any other configuration must be documented before processing. Each recipient receives only the version expressly authorized for it.

Instructions and Updated Executions

The Data Owner must designate one Authorized Submitter to request Updated Executions and provide corrections during the Improvement Window. 360platform may rely on that person's instructions. If 360platform receives conflicting instructions, it may pause processing until the Data Owner resolves them in writing. The same fixed 72-hour Improvement Window and maximum of two included Updated Executions apply to the Product, collectively, regardless of how many parties participate.

Use by the Financial Institution

An authorized Financial Institution may use its authorized report or summary solely for the financing, investment, insurance, program-administration, portfolio-monitoring or other purpose stated in the consent. It may incorporate findings into its own decision process, conditions or improvement plan, but remains solely responsible for its decisions and for complying with laws and professional duties applicable to it.

360platform does not act as the Financial Institution's adviser, agent, fiduciary, underwriter, auditor or delegated decision-maker and does not recommend approval, refusal, pricing or conditions of financing, investment or insurance. No report creates a duty of care to an unauthorized recipient or third party.

Manufacturer transparency and withdrawal

The Manufacturer must be informed before processing of the categories of information to be analyzed, the authorized purpose, the identity of each report recipient, the report configuration, the 72-hour retention period and the consequences of withholding information. The Data Owner may withdraw an authorization before an execution begins, subject to legal and contractual restrictions and reasonable notice. Withdrawal does not reverse processing or disclosures already lawfully completed and does not automatically create a refund right.

Destruction confirmation

The destruction confirmation will be sent to the Data Owner's designated contact. It may also be sent to the Financial Institution if the consent expressly authorizes that disclosure. The confirmation will not include Product Data or confidential findings.

Product Data ownership and limited processing permission

Data Owner ownership

As between the parties, the Data Owner and its licensors retain all right, title and interest in Product Data. Neither payment by a Financial Institution nor acceptance of these Terms transfers any ownership right in Product Data to the Customer, Financial Institution, 360platform or an Authorized Recipient.

Strictly limited permission

The Customer grants 360platform a limited, non-exclusive, non-transferable (except to authorized service providers), revocable permission to host, reproduce in transient technical copies, structure, parse, normalize, translate and otherwise process Product Data only to:

- validate and secure uploads;
- perform the Baseline Execution and any included Updated Executions;
- generate and deliver the Diagnostic Reports;
- provide support requested by the Customer; and
- comply with applicable law and enforce these Terms.

This permission ends when the Product Data is destroyed, except to the minimum extent retention is legally required.

Prohibited uses

360platform will not sell, rent, commercialize or disclose Product Data; use it for advertising, marketing, unrelated benchmarking, profiling or competitive analysis; use it to train, fine-tune or improve any general-purpose or customer-shared artificial intelligence model; use it to develop a dataset or product unrelated to the Customer's Diagnostic; or alter the Customer's source files. Processing transformations and derived working data strictly necessary to produce the Diagnostic Report are not alterations of the source files.

Service providers

360platform may permit carefully selected hosting, payment, communications, security and artificial-intelligence service providers to process only the information necessary to perform their functions. 360platform will require providers that receive Product Data to be bound by confidentiality, security, purpose-limitation, deletion and no-model-training obligations that are materially consistent with these Terms. 360platform remains responsible for their performance to the extent required by applicable law and contract.

Confidentiality

"Confidential Information" means non-public business, technical, financial, commercial or other information disclosed in connection with the service that a reasonable person would understand to be confidential, including Product Data, credentials, pricing negotiated by agreement, security information and Diagnostic Reports. It excludes information that the receiving party can demonstrate was lawfully known without restriction, becomes public without breach, is received lawfully from a third party without duty, or is independently developed without use of the disclosing party's Confidential Information.

Each party will use the other party's Confidential Information only to perform or receive the service, protect it with at least reasonable care and no less than the care used for its own similar information, and disclose it only to personnel and authorized providers who need access and are bound by appropriate confidentiality duties.

If disclosure is required by law, subpoena or court order, the receiving party will, where legally permitted, give prompt notice and reasonable assistance so the disclosing party may seek protective measures. Only the legally required minimum will be disclosed.

Security and privacy

360platform will maintain reasonable administrative, technical and physical safeguards appropriate to the sensitivity of Product Data. Safeguards will include access controls based on need, encryption in transit, protected storage, logging or monitoring appropriate to the service, and secure deletion procedures.

The parties will comply with privacy laws applicable to their respective activities. The Customer will minimize personal information in Product Data. If Product Data contains personal information, 360platform will process it only for the purposes stated in these Terms or as required by law.

Product Data may be processed by authorized service providers in jurisdictions disclosed through 360platform's privacy information or service documentation. Where required, 360platform will conduct appropriate privacy assessments and use contractual or other safeguards for cross-border processing.

Security incident

360platform will notify the Customer without unreasonable delay after confirming unauthorized access to, use, alteration or disclosure of Product Data within 360platform's control that creates a material risk to the Customer. The notice will describe the known nature of the incident, affected information, containment steps and reasonable Customer actions. 360platform may provide information in stages as its investigation progresses and may delay notice if required by law enforcement.

72-hour retention and destruction commitment

Active retention period

360platform will retain the active Product Data set only during the Improvement Window, unless a shorter period is required by the Customer and technically feasible, or a longer period is required by law. The 72-hour period begins at the timestamp when the Baseline Diagnostic Report is first made available, regardless of when the Customer opens or downloads it.

Destruction at expiry

At the end of the Improvement Window, 360platform will initiate and complete secure destruction of:

- uploaded source files and their active technical copies;
- structured, extracted and transformed working data derived from Product Data;
- temporary prompts, responses and processing artifacts containing Product Data that are under 360platform's control; and
- 360platform-hosted copies of the Baseline and Updated Diagnostic Reports.

360platform will configure the Product Diagnostic workflow so that Product Data is not intentionally included in long-term application backups. If an incidental encrypted backup or provider-held transient copy cannot technically be deleted immediately, it must remain inaccessible for ordinary use, may be used only for disaster recovery or legal compliance, and must expire or be overwritten under the provider's documented retention cycle. Any restored copy remains subject to these Terms and will be deleted again.

Destruction confirmation

After completing the destruction process, 360platform will send a confirmation email to the Customer's designated administrative contact. The confirmation will identify the Product or transaction reference, the expiry of the Improvement Window, the destruction completion date and the categories destroyed. It will also identify any legally required retention or technically unavoidable residual copy, its restricted status and its scheduled expiry, if applicable.

Limited records retained

360platform may retain only Administrative Records for the period required for tax, accounting, fraud prevention, consent evidence, contract enforcement and legal compliance. Administrative Records must not contain the substantive contents of Product Data or the Diagnostic Report. 360platform may retain aggregated operational metrics only if they contain no Product Data and cannot reasonably identify the Customer, a person, a Product, a supplier or a facility.

Legal preservation

If law or a binding preservation order requires retention, 360platform may isolate the minimum required information, restrict access and use it only for that legal purpose. Where legally permitted, 360platform will notify the Customer. The information will be destroyed when the legal obligation ends.

Diagnostic Reports and intellectual property

Upon full payment, each Authorized Recipient may retain and use the version of the Diagnostic Report delivered to it for the purpose authorized by the Data Owner, excluding 360platform Materials. Delivery does not transfer ownership of Product Data contained or reflected in the report. “360platform Materials” include its platform, software, models, prompts, methods, taxonomies, scoring logic, report architecture, templates, interfaces, documentation, knowledge base and pre-existing or independently developed intellectual property. 360platform grants each Authorized Recipient a perpetual, non-exclusive, non-transferable licence to use 360platform Materials embedded in its authorized report for the permitted purpose.

The Customer may share a Diagnostic Report only with recipients authorized by the Data Owner or expressly permitted in the applicable consent. It must preserve all notices and limitations and ensure recipients understand that 360platform owes them no duty unless expressly agreed in writing. Public publication, resale, white-labelling or extraction of 360platform Materials requires prior written consent from 360platform and, where Product Data could be disclosed, the Data Owner.

360platform acquires no right to identify the Customer or use its name, logo, Product, Diagnostic Report or results in publicity, case studies or marketing without prior written consent.

Prohibited Competitive Uses

The Customer shall not, directly or indirectly, use or permit the use of the Product Diagnostic, Diagnostic Reports, interfaces, outputs or 360platform Materials for the purpose of:

(a) conducting competitive benchmarking, evaluating or comparing 360platform's capabilities for the development or improvement of a competing product or service;

(b) reverse engineering, decompiling, reconstructing or attempting to discover non-public algorithms, prompts, models, scoring methodologies, taxonomies, system architecture or other proprietary methods;

(c) developing, training, testing, validating or improving competing software, artificial intelligence models, analytical tools or commercial services using the Product Diagnostic or its outputs;

(d) systematically extracting, reproducing or compiling Diagnostic Reports or outputs to replicate the functionality or commercial value of the service; or

(e) circumventing access restrictions, including through intermediaries, affiliated entities or misrepresentation of the Customer's identity or intended use.

These restrictions apply except to the extent prohibited by applicable law or expressly authorized in writing by 360platform.

Pricing, payment and Diagnostic Credits

Progressive pricing per transaction

Prices are calculated progressively within each transaction. A single unit price is not applied retroactively to the full quantity. Separate transactions are not combined for pricing purposes.

Diagnostics purchased in one transaction	Applicable price
1st diagnostic	CAD 149
2nd to 5th diagnostics	CAD 124 each
6th to 10th diagnostics	CAD 89 each
11th to 25th diagnostics	CAD 76 each

Diagnostics purchased in one transaction	Applicable price
26th to 50th diagnostics	CAD 69 each
51 or more	By written agreement

Examples

Order	Progressive calculation	Total
10 diagnostics	149 + (4 × 124) + (5 × 89)	CAD 1,090
23 diagnostics	149 + (4 × 124) + (5 × 89) + (13 × 76)	CAD 2,078

Payment and taxes

Purchases are prepaid by credit card through the 360platform website. All prices are in Canadian dollars and exclude applicable taxes. The Customer authorizes 360platform and its payment processor to charge the amount shown at checkout. Payment-card information is handled by the payment processor and must not be uploaded as Product Data.

Credits

- One Diagnostic Credit entitles the Customer to one Baseline Execution for one Product, plus the two included Updated Executions described in these Terms.
- Diagnostic Credits expire 12 months after the purchase date.
- Diagnostic Credits are non-refundable, non-exchangeable, non-transferable and have no cash value, except as expressly provided in these Terms or where mandatory law requires otherwise.
- A Diagnostic Credit is considered consumed when the Baseline Execution begins.
- If a Baseline Execution fails due to an issue attributable to 360platform and no usable Diagnostic Report is delivered, 360platform will reinstate the Diagnostic Credit. This is the Customer's primary service remedy, subject to mandatory law.
- Credits purchased under negotiated volume terms are also subject to the applicable order form.

Pricing changes

360platform may change public pricing prospectively. A change does not affect Diagnostic Credits already purchased. Pricing by agreement must be documented in an order form or other written confirmation.

Cancellations, refunds and chargebacks

Except where required by law or expressly stated in these Terms, purchases and consumed Diagnostic Credits are final and non-refundable. The Customer will contact 360platform at info@360platform.app to seek resolution before initiating a chargeback. Nothing in this section limits a statutory cancellation, refund or chargeback right that applies and cannot be waived.

No professional advice; limitations of the Diagnostic

The Product Diagnostic and each Diagnostic Report are information and decision-support tools. They are not a certification, guarantee of compliance, independent verification, audit, or legal, accounting, tax, customs, financial, engineering, environmental, insurance or investment opinion or recommendation.

Results depend on the accuracy, completeness, currency and coherence of the Product Data and external sources. 360platform does not independently verify every statement, supplier, facility, origin, classification,

regulation or calculation. Laws, tariffs, markets, supplier conditions and other external information can change after the report date.

The Customer must perform appropriate verification and consult qualified professionals before acting on material findings. The Customer is responsible for its decisions, disclosures, filings and use of the Diagnostic Report.

Service availability and changes

360platform will use commercially reasonable efforts to operate the service, but does not guarantee uninterrupted, error-free or secure availability. Maintenance, third-party failures, internet conditions, security events and force majeure may affect processing or delivery. 360platform may modify the service prospectively, provided that it will not materially reduce the core data-use and destruction commitments applicable to an already activated Diagnostic Credit without the Customer's consent.

360platform may suspend an upload or execution where reasonably necessary to protect security, prevent unlawful use, investigate fraud or comply with law. Where practical, it will notify the Customer and allow a reasonable opportunity to cure.

Warranties and disclaimers

Each party warrants that it has authority to enter into these Terms. 360platform warrants that it will perform the service with reasonable care and in material accordance with these Terms. If the service materially fails to meet that warranty, the Customer must notify 360platform promptly and provide reasonable details; 360platform will use commercially reasonable efforts to correct the failure, rerun the affected execution or reinstate the relevant Diagnostic Credit.

Except for the express warranty above and to the fullest extent permitted by law, the service, external-source information and Diagnostic Reports are provided "as is" and "as available." 360platform disclaims implied warranties of merchantability, fitness for a particular purpose, accuracy, non-infringement and results, and does not warrant that a Diagnostic Report will identify every risk or satisfy any regulator, lender, investor, insurer, customer or other third party.

Liability

To the fullest extent permitted by law, neither party is liable for indirect, incidental, special, punitive or consequential damages, or for loss of profit, revenue, opportunity, goodwill or anticipated savings, arising from these Terms, even if advised of the possibility.

Except for Excluded Claims, each party's total aggregate liability arising from a transaction or related series of events will not exceed the greater of (a) the fees paid or payable for the affected Diagnostic Credits during the 12 months preceding the event and (b) CAD 1,000.

"Excluded Claims" are fraud, wilful misconduct, gross fault where liability cannot lawfully be limited, infringement or misappropriation of the other party's intellectual property, breach of confidentiality, unauthorized use or disclosure of Product Data, the Customer's payment obligations, and liability that cannot lawfully be excluded or limited.

Indemnity

The Customer will defend and indemnify 360platform and its directors, officers and personnel against third-party claims, damages and reasonable costs arising from the Customer's unlawful submission of Product Data, breach of third-party rights, unauthorized sharing or alteration of a Diagnostic Report, or material breach of these Terms. This obligation does not apply to the extent the claim results from 360platform's breach, negligence or wilful misconduct. 360platform will promptly notify the Customer, allow it to control the defence with competent

counsel, and provide reasonable cooperation; no settlement may admit fault by or impose a non-monetary obligation on 360platform without consent.

Term, termination and survival

These Terms begin upon acceptance and continue while the Customer holds or uses Diagnostic Credits or while obligations remain outstanding. The Customer may stop using the service at any time, but unused credits remain subject to their expiry and refund terms. 360platform may terminate or suspend for material breach not cured within 10 days after notice, immediately for unlawful or security-threatening conduct, or where continued service would violate law.

360platform may immediately suspend access where it has reasonable grounds to suspect prohibited competitive use, circumvention of access restrictions, or material misrepresentation of the Customer's identity or intended purpose. The Customer may request a review of the suspension. Where access is declined without an established breach, unused Diagnostic Credits will be refunded.

Termination does not extend the Improvement Window or require retention of Product Data. Provisions concerning ownership, confidentiality, destruction, retained Administrative Records, payment, disclaimers, liability, indemnity, governing law and any terms that by nature should survive will survive.

General provisions

Notices

Operational notices, delivery notices and destruction confirmations may be sent to the email address associated with the Customer account or transaction. Legal notices to 360platform must be sent to info@360platform.app with the subject “LEGAL NOTICE.” The Customer is responsible for keeping its contact information current.

Changes to these Terms

360platform may update these Terms prospectively by posting a revised version with a new effective date. The version accepted at purchase governs Diagnostic Credits from that transaction, except changes required by law or security. Material changes affecting unused credits will be notified where reasonably practicable. Continued purchase after the effective date constitutes acceptance of the revised Terms.

Assignment

The Customer may not assign these Terms without 360platform’s prior written consent, not to be unreasonably withheld in connection with a bona fide corporate reorganization or sale of substantially all relevant assets. 360platform may assign these Terms in connection with a merger, reorganization or sale of its business, provided the assignee remains bound by the Product Data commitments applicable to active transactions.

Force majeure

Neither party is liable for delay caused by events beyond its reasonable control, excluding payment obligations. The affected party will use reasonable efforts to mitigate the delay. Force majeure does not excuse 360platform from protecting Product Data or completing destruction as soon as reasonably possible.

Entire agreement; order of precedence

These Terms, the checkout confirmation, any applicable order form and incorporated privacy or cookie notice form the entire agreement regarding the Product Diagnostic and supersede prior discussions on that subject. If there is a conflict, a signed order form prevails, then the checkout confirmation, then these Terms, then the incorporated notices. A Product Intelligence Platform services contract does not govern the Product Diagnostic unless it expressly says so.

Severability; waiver

If a provision is unenforceable, it will be modified only as much as necessary and the remainder will continue. Failure to enforce a right is not a waiver. A waiver must be in writing and applies only to the specific instance.

Independent parties; no third-party beneficiaries

The parties are independent contractors. These Terms create no partnership, agency, employment, fiduciary duty or exclusivity. Except as expressly stated, no third party has rights under these Terms.

Governing law and forum

These Terms and any contractual or extra-contractual dispute are governed by the laws of Québec and the federal laws of Canada applicable there, without regard to conflicts rules. The parties submit to the exclusive jurisdiction of the courts located in the judicial district of Québec, subject to mandatory law.

Language

The parties expressly request that these Terms and all related documents be drawn up in English. Les parties demandent expressément que la présente entente et tous les documents qui s'y rattachent soient rédigés en anglais.

Electronic contracting

Electronic acceptance, records and signatures have the same effect as originals to the extent permitted by law. 360platform will make the accepted version of these Terms and the transaction confirmation available in a form the Customer can retain and reproduce.

Schedule A — Data lifecycle and customer communications

Stage	360platform commitment	Customer action
Before upload	State the permitted purpose, 72-hour window, included Updated Executions and destruction commitment before acceptance.	Review the Terms; remove unnecessary personal information and prohibited data.
Upload and processing	Protect Product Data and use it only to generate and deliver the Product Diagnostic. No model training or unrelated use.	Upload only authorized, relevant and accurate information.
Baseline delivery	Timestamp delivery; open the fixed 72-hour Improvement Window.	Download the report and review missing or uncertain information.
Updates within 72 hours	Permit up to two Updated Executions for the same Product without an additional credit.	Submit additions or corrections and request each update before expiry.
Window expiry	Close uploads and updates; securely destroy active Product Data, working data and hosted reports.	Securely retain any report the Customer wishes to keep.
After destruction	Send written confirmation and retain only permitted Administrative Records.	Keep the confirmation with internal compliance records.

Schedule B — Required checkout acknowledgement

The following acknowledgement should appear as an unchecked box immediately before payment or credit activation:

I have read and agree to the Product Diagnostic Services Agreement and Terms of Use. I confirm that I will not use the Product Diagnostic or its outputs for unauthorized competitive benchmarking, reverse engineering, or the development, testing or improvement of competing products or services. I confirm that I am authorized to submit the Product Data and that 360platform may process it solely to deliver the diagnostic. I understand that the first report opens a fixed 72-hour window for up to two included updated executions for the same product, after which the Product Data and 360platform-hosted reports will be destroyed and a confirmation email will be sent.

Schedule C — Destruction confirmation email template

Subject: Confirmation of Product Diagnostic data destruction — [Product / Transaction Reference]

Hello [Customer Contact],

This email confirms that the 72-hour Improvement Window for the Product Diagnostic identified below has ended and that 360platform completed its destruction process on [date and time, time zone].

Reference	Details
Customer	[Legal name]
Product / reference	[Product name or non-sensitive transaction identifier]
Baseline report delivered	[date and time, time zone]
Improvement Window expired	[date and time, time zone]

Reference	Details
Destruction completed	[date and time, time zone]

The destruction process covered uploaded source files, active technical copies, structured and transformed working data, temporary processing artifacts under 360platform's control, and 360platform-hosted copies of the diagnostic reports.

[Choose one: No residual Product Data copy is known to remain under 360platform's control. / The following restricted residual copy remains solely because [legal or technical reason]: [description]. It is inaccessible for ordinary use and is scheduled to expire or be destroyed by [date].]

360platform retains only permitted Administrative Records that do not contain the substantive contents of the Product Data or Diagnostic Report.

Please keep this confirmation for your records. Questions may be sent to info@360platform.app.

360platform Inc.

Schedule D — Manufacturer Data Authorization and Report Sharing Consent

This consent applies to a Product Diagnostic purchased, required or sponsored by a Financial Institution. It supplements the Product Diagnostic Services Agreement and Terms of Use. It should be accepted electronically by an authorized representative of the Data Owner before Product Data is uploaded.

Diagnostic identification

Field	Required information
Manufacturer / Data Owner	[Legal name]
Product	[Product name, model, SKU or other precise identifier]
Financial Institution / sponsor	[Legal name]
Authorized Submitter	[Name, title and email]
Administrative contact	[Name and email]
Authorized purpose	[Financing / investment / insurance / public program / monitoring / other]

Authorized report configuration

Select one configuration:

- Detailed Diagnostic Report delivered only to the Manufacturer.
- Detailed Diagnostic Report delivered to the Manufacturer; decision summary delivered to the Financial Institution.
- Common Diagnostic Report delivered to both the Manufacturer and the Financial Institution.
- Other specifically described configuration: [describe the report or sections and each recipient].

Authorized Recipients

Recipient	Organization and email	Authorized deliverable
[Name / title]	[Organization / email]	[Detailed report / summary / specified sections]
[Name / title]	[Organization / email]	[Detailed report / summary / specified sections]
[Name / title]	[Organization / email]	[Detailed report / summary / specified sections]

Data Owner authorization

By accepting this consent, the Data Owner:

- confirms that it owns or lawfully controls the Product Data and is authorized to permit its processing;
- authorizes the Authorized Submitter to upload, correct and supplement Product Data and to request up to two included Updated Executions within the fixed 72-hour Improvement Window;
- authorizes 360platform and its authorized service providers to process Product Data solely to generate, secure and deliver the authorized Product Diagnostic deliverables;
- authorizes delivery only to the Authorized Recipients and in the configurations identified above;
- understands that payment or sponsorship by the Financial Institution does not give it ownership of, or access to, Product Data or source documents;

- understands that the Product Diagnostic is automated decision support and not a certification, audit, professional opinion or financing recommendation;
- understands that 360platform will destroy the active Product Data set and hosted reports after the fixed 72-hour Improvement Window, subject only to the narrow exceptions stated in the Terms; and
- requests that the destruction confirmation be sent as selected below.

Destruction confirmation recipients

- Data Owner administrative contact only.
- Data Owner administrative contact and the Financial Institution contact identified here: [name / email].

Acceptance record

Acceptance field	Record
Authorized representative	[Full name]
Title and organization	[Title / legal name]
Email	[Email]
Authority confirmation	I confirm that I am authorized to bind the Data Owner.
Terms confirmation	I have read and agree to this consent and the Product Diagnostic Services Agreement and Terms of Use.
Electronic acceptance	[Checkbox / signature / date and time / IP or transaction record, as legally appropriate]