

Terms of Service

SPERT® Suite Web Applications

Effective Date: March 31, 2026

Governing Law: State of Florida, United States

Operator: William W. Davis, MSPM, PMP

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING ANY STATISTICAL PERT® WEB APPLICATION OR CLOUD STORAGE FEATURES. BY ACCESSING OR USING THESE APPLICATIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THESE APPLICATIONS.

1. Parties and Acceptance

These Terms of Service (“Agreement” or “Terms”) constitute a legally binding agreement between you (“User,” “you,” or “your”) and William W. Davis, MSPM, PMP, doing business under the SPERT® Suite brand (“Operator,” “we,” “us,” or “our”). This Agreement governs your access to and use of the following web applications and any associated cloud storage services (collectively, the “Apps” or “Services”):

- SPERT® Scheduler
- SPERT® Story Map
- SPERT® Forecaster
- SPERT® CFD
- GanttApp™
- MyScrumBudget™

By creating an account, enabling cloud storage, or otherwise using any App, you affirm that you are at least 18 years of age to create an account or use Cloud Storage features, and have the legal authority to enter into this Agreement on your own behalf or on behalf of the organization you represent. Core local-only App functionality has no age restriction, but we do not knowingly allow children under 13 (in the United States) or under 16 (in the EEA/UK) to create accounts or use Cloud Storage. See Privacy Policy Section 8.

2. Description of Services

The Apps are web-based Agile project management and estimation tools made available by the Operator. Core application functionality is provided at no charge. Optional cloud storage features (“Cloud Storage”) allow Users to persist data to a Firebase/Firestore database operated on Google Cloud infrastructure. Cloud Storage is an optional, elective feature. Users who do not enable Cloud Storage retain all core functionality using local browser storage only. No account creation is required to use core App functionality.

THE SERVICES ARE PROVIDED ON A BEST-EFFORT BASIS AND MAY BE MODIFIED, SUSPENDED, OR DISCONTINUED AT ANY TIME WITHOUT NOTICE. THE APPS MAY INCLUDE EXPERIMENTAL OR BETA FEATURES THAT CONTAIN ERRORS, INCOMPLETE

FUNCTIONALITY, OR UNEXPECTED BEHAVIOR. USE OF SUCH FEATURES IS ENTIRELY AT YOUR OWN RISK.

3. Open Source License and Scope of These Terms

The App software is open source and licensed to you under the GNU General Public License, Version 3 (“GPL v3”), as modified by additional terms permitted under GPL v3 Section 7 and asserted by the Operator as copyright holder (“Additional Terms”). The complete license text, including all Additional Terms and copyright holder restrictions, is available within each App and in each App’s public GitHub repository. The authoritative license governing the Apps is the version distributed with each App or published in the corresponding project repository, which supersedes any generic GPL v3 text published at third-party locations. These Terms of Service govern your use of the “Services”—specifically, the Cloud Storage infrastructure, user account features, and the service relationship between you and the Operator. These Terms do not modify, supersede, or restrict any rights granted to you under the App’s license with respect to the software source code itself. In the event of any conflict between these Terms and the App’s GPL v3 license (including Additional Terms) as applied to the software, the App’s license governs with respect to software rights.

4. Acceptable Use

You agree to use the Apps and Cloud Storage only for lawful purposes and in accordance with these Terms. You expressly agree that you will NOT:

- Use the Apps or Cloud Storage in violation of any applicable local, state, national, or international law or regulation;
- Attempt to probe, scan, test, or circumvent the security or authentication measures of the Apps, Firebase infrastructure, or any related systems;
- Attempt to access data belonging to any other user;
- Reverse engineer, decompile, or disassemble any hosted service components beyond what is expressly permitted by the applicable open source license;
- Use automated scripts, bots, or other means to scrape, crawl, or make excessive automated requests to the Apps or Cloud Storage infrastructure;
- Upload, store, or transmit malicious code, viruses, or any software designed to damage, interfere with, or gain unauthorized access to any system;
- Interfere with or disrupt the integrity or performance of the Apps, Cloud Storage, or related infrastructure;
- Use the Apps or Cloud Storage to infringe any intellectual property rights of any third party.

The Operator reserves the right to suspend or terminate access for any user found to be in violation of this Acceptable Use Policy.

Monitoring. The Operator reserves the right, but has no obligation, to monitor usage of the Apps and Cloud Storage to ensure compliance with these Terms and to protect the security and integrity of the Firebase infrastructure. Such monitoring is conducted solely for operational and security purposes and does not alter the Operator’s data collection practices as described in the Privacy Policy.

5. Cloud Storage — Voluntary Use and Assumption of Risk

5.1 Optional and Elective Nature

Cloud Storage is an optional feature. You are not required to enable or use Cloud Storage to use the Apps. By choosing to enable Cloud Storage, you voluntarily elect to store data on third-party cloud infrastructure.

5.2 Assumption of Risk — EXPRESS ACKNOWLEDGMENT REQUIRED

BY ENABLING CLOUD STORAGE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- Cloud Storage is provided AS-IS, WITHOUT WARRANTY OF ANY KIND, and your use is ENTIRELY AT YOUR OWN RISK;
- The Operator makes NO representations or warranties regarding the availability, security, durability, accuracy, or fitness for any particular purpose of the Cloud Storage feature;
- You are solely responsible for evaluating whether Cloud Storage is appropriate for the type of data you intend to store, including compliance with your organization’s internal data governance, security, or IT policies;
- You are solely responsible for maintaining independent backups of any data you store using Cloud Storage;
- The Operator has no obligation to provide backup, recovery, or restoration services for any data stored in Cloud Storage;
- Data stored in Cloud Storage resides in a multi-tenant Firebase/Firestore database hosted on Google Cloud infrastructure; while logical data isolation is implemented via Firebase Authentication and security rules, you acknowledge the multi-tenant nature of the infrastructure;
- Data stored in Cloud Storage may reside on servers located outside your jurisdiction, including in the United States or other countries where Google maintains data center infrastructure;
- The Services depend on third-party infrastructure (Google Cloud / Firebase) that may change, become unavailable, or be modified without notice;
- The Operator is not responsible for any loss, corruption, unauthorized access to, or unavailability of data stored in Cloud Storage, whether caused by technical failure, security breach, misconfiguration, Google service interruption, or any other cause.

5.3 Data You Store — Your Responsibility

You are solely responsible for the content, legality, and appropriateness of any data you store using Cloud Storage. You represent and warrant that:

- You will not store personally identifiable information (“PII”) of third parties, protected health information (“PHI”), payment card data, government-issued identification numbers, or other sensitive or regulated data in Cloud Storage;
- You will not store data that is confidential, proprietary, or subject to trade secret protection belonging to a third party without authorization;
- Your use of Cloud Storage complies with all applicable laws, regulations, and your organization’s internal policies;
- You have all necessary rights and permissions to store any data you upload or sync to Cloud Storage.

The Operator expressly recommends that Cloud Storage be used only for non-sensitive planning metadata such as effort estimates, story point counts, sprint dates, task names, and similar Agile project management data that does not constitute sensitive, regulated, or confidential information.

5.4 Outputs Are Estimates Only

The Apps are probabilistic estimation and planning tools. ALL outputs, forecasts, schedules, estimates, and projections generated by the Apps are statistical estimates only and are subject to uncertainty. SUCH OUTPUTS MUST NOT BE RELIED UPON FOR FINANCIAL, ENGINEERING, SAFETY, LEGAL, COMPLIANCE, OR MISSION-CRITICAL DECISIONS. The Operator makes no representation that any output of the Apps is accurate, complete, or suitable for any particular purpose. You are solely responsible for independently validating any App output before acting upon it.

5.5 Corporate and Organizational Users

If you access the Apps on behalf of an employer or organization, you represent that you have authority to bind that organization to these Terms and that your use of Cloud Storage complies with your organization's applicable data governance, information security, and cloud storage policies. The Operator assumes no liability arising from your failure to obtain required organizational approvals before using Cloud Storage.

5.6 User Content License

By uploading or syncing any data to Cloud Storage, you grant the Operator a worldwide, non-exclusive, royalty-free license to host, copy, transmit, display, and make backups of that data solely as necessary to provide the Services. You retain all ownership rights in your data. The Operator claims no ownership of your Agile project data and will not use it for any purpose beyond operating and maintaining the Services.

6. User Accounts

To access Cloud Storage features, you must create an account using Firebase Authentication. You agree to provide accurate registration information, maintain the confidentiality of your account credentials, notify the Operator promptly at **famousdavismpm@gmail.com** of any suspected unauthorized access, and accept responsibility for all activity that occurs under your account.

7. Intellectual Property

SPERT® and Statistical PERT® are federally registered trademarks of William W. Davis, MSPM, PMP registered with the United States Patent and Trademark Office. GanttApp™ and MyScrumBudget™ are unregistered trademarks of William W. Davis, MSPM, PMP. Nothing in the GPL v3 license or these Terms grants you any right to use any of these marks without prior written permission of the Operator. The underlying App software source code is licensed under GPL v3 with Additional Terms as described in Section 3.

7.1 User Feedback

If you provide any suggestions, enhancement requests, bug reports, or other feedback relating to the Apps or Services ("Feedback"), you hereby grant the Operator a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, reproduce, modify, and incorporate such Feedback into the Apps or Services without any obligation of compensation, attribution, or accounting to you. You represent that you have the right to grant this license and that the Feedback does not infringe any third-party intellectual property rights.

8. Disclaimer of Warranties

THE APPS AND ALL SERVICES, INCLUDING CLOUD STORAGE, ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

- IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT;
- WARRANTIES THAT THE APPS WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS;
- WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY DATA, OUTPUT, ESTIMATE, OR FORECAST PRODUCED BY THE APPS;
- WARRANTIES THAT CLOUD STORAGE WILL BE SECURE, CONTINUOUSLY AVAILABLE, OR THAT DATA STORED THEREIN WILL NOT BE LOST, CORRUPTED, OR ACCESSED BY UNAUTHORIZED PARTIES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IN SUCH JURISDICTIONS, THE FOREGOING EXCLUSIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- THE OPERATOR’S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE APPS OR SERVICES—including cloud storage—shall not exceed the greater of (A) twenty-five dollars (\$25.00) or (B) the total fees actually paid by you to the operator in the twelve (12) months immediately preceding the claim, to the extent permitted by law;
- IN NO EVENT SHALL THE OPERATOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, EVEN IF THE OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;
- THE OPERATOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH THESE TERMS, INCLUDING YOUR FAILURE TO MAINTAIN INDEPENDENT BACKUPS OF YOUR DATA OR YOUR DECISION TO STORE SENSITIVE, REGULATED, OR CONFIDENTIAL DATA IN CLOUD STORAGE CONTRARY TO THE GUIDANCE IN SECTION 5.3.

THESE LIMITATIONS APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES; IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

NOTHING IN THIS SECTION LIMITS LIABILITY FOR FRAUD, WILLFUL MISCONDUCT, OR ANY LIABILITY THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

10. Indemnification

You agree to defend, indemnify, and hold harmless the Operator from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) arising

out of or in connection with: (a) your use of the Apps or Cloud Storage; (b) your violation of these Terms; (c) your violation of any applicable law or regulation; (d) any data you store in Cloud Storage, including claims arising from the nature, content, or sensitivity of such data; or (e) your failure to obtain required authorizations from your organization before using Cloud Storage.

11. Third-Party Services

The Apps use Firebase and Google Cloud services operated by Google LLC. Your use of Cloud Storage is subject to Google's applicable terms of service and privacy policies in addition to these Terms. The Operator is not responsible for any act, omission, outage, or modification of Google or any other third-party service provider. The Services depend on third-party infrastructure that may change or become unavailable without notice. Links within the Apps to third-party websites are provided for convenience only and do not constitute endorsement.

The Operator relies on the logical data isolation provided by Google Firebase Authentication and Firestore Security Rules. The Operator's security obligations are limited to the proper configuration of these third-party tools. You acknowledge that the Operator is not responsible for security failures inherent in the Google Cloud platform itself, for vulnerabilities introduced by Google infrastructure updates, or for security breaches occurring at the infrastructure level beyond the Operator's reasonable control.

12. Force Majeure

The Operator shall not be liable for any failure or delay in performance of the Services resulting from causes beyond the Operator's reasonable control, including but not limited to: Google Cloud or Firebase infrastructure outages; internet or network failures; natural disasters; acts of government or regulatory authority; cyberattacks or security incidents affecting third-party infrastructure; pandemic or public health emergencies; or any other event of force majeure. In such circumstances, the Operator's obligations under these Terms are suspended for the duration of the event.

13. DMCA and Copyright

If you believe that content stored in Cloud Storage infringes your copyright, you may submit a notice to the Operator at **famousdavismp@gmail.com** including: (a) identification of the copyrighted work claimed to be infringed; (b) identification of the allegedly infringing material and its location; (c) your contact information; (d) a statement of good-faith belief that the use is not authorized; and (e) a statement under penalty of perjury that the information is accurate and you are the copyright owner or authorized to act on their behalf. The Operator will respond to valid notices in accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512).

14. Export Control and Sanctions Compliance

You may not access or use the Apps or Cloud Storage in violation of United States export control laws or regulations, including the Export Administration Regulations (EAR) and the sanctions programs administered by the U.S. Office of Foreign Assets Control (OFAC). By using the Services, you represent that you are not located in, or a national or resident of, any country subject to a U.S. government embargo, and that you are not listed on any U.S. government list of prohibited or restricted parties.

15. Termination and Data Deletion

The Operator may suspend or terminate your access to Cloud Storage at any time for violation of these Terms, for operational or technical reasons, or at the Operator's sole discretion, with or without notice. You may delete your account and associated Cloud Storage data at any time through the account management interface within the applicable App. Upon termination or account deletion, your Cloud Storage data will be deleted from the Operator's Firebase database typically within thirty (30) days. The Operator does not guarantee retrieval of data following termination. Core App functionality not dependent on Cloud Storage is not affected by account termination.

16. Modifications to These Terms

The Operator reserves the right to modify these Terms at any time. Material changes will be communicated by posting updated Terms within the Apps and updating the Effective Date above. Your continued use of Cloud Storage features after the updated Effective Date constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, you should discontinue use of Cloud Storage features. Non-cloud-storage use of the Apps is not affected by your rejection of revised Terms.

17. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. Any dispute arising from or relating to these Terms or the Services shall be subject to the exclusive jurisdiction of the state and federal courts located in Florida. You hereby consent to personal jurisdiction in Florida for such purposes. Nothing herein prevents either party from seeking injunctive or other equitable relief in any court of competent jurisdiction.

17.1 Class Action Waiver

YOU AND THE OPERATOR AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR THE OPERATOR WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, REPRESENTATIVE ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. No arbitration or proceeding shall be joined, consolidated, or combined with another arbitration or proceeding without the prior written consent of all parties.

17.2 Prevailing Party Fees

In any action brought to enforce these Terms or arising out of the use of the Services, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, to the extent permitted by the laws of the State of Florida.

18. Miscellaneous

18.1 Entire Agreement

These Terms, together with the Privacy Policy incorporated herein by reference, constitute the entire agreement between you and the Operator with respect to the Services and supersede all prior agreements, representations, or understandings.

18.2 Severability

If any provision of these Terms is found to be unenforceable or invalid by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, and the remaining provisions shall continue in full force and effect.

18.3 No Waiver

The Operator's failure to enforce any provision of these Terms shall not constitute a waiver of the right to enforce that provision in the future.

18.4 No Agency

These Terms do not create any partnership, joint venture, employment, or agency relationship between you and the Operator.

18.5 Assignment

You may not assign or transfer your rights or obligations under these Terms without the prior written consent of the Operator. The Operator may assign these Terms without restriction.

18.6 Survival

The following sections survive expiration or termination of these Terms for any reason: Section 7 (Intellectual Property), Section 8 (Disclaimer of Warranties), Section 9 (Limitation of Liability), Section 10 (Indemnification), Section 13 (DMCA and Copyright), Section 17 (Governing Law and Dispute Resolution, including Class Action Waiver and Prevailing Party Fees), and this Section 18 (Miscellaneous).

19. Contact Information

For questions, concerns, or notices under these Terms, contact the Operator at:

William W. Davis, MSPM, PMP

Email: famousdavismpm@gmail.com

Mailing Address: 5000 NW 5th Ave., Boca Raton, FL 33431

End of Terms of Service