

Hervé - Terms and Conditions

Version 1.0 - Effective: 1/09/2026

1. General terms of use

These Terms and Conditions (hereinafter the “T&Cs”) set out the terms and conditions under which Autom8 SRL (hereinafter “Autom8” or “we”) offers access to its code review platform, hereinafter the “Platform” or “Hervé”, to the customer. (via: <https://app.herve.review>)

These T&Cs exclusively govern the contractual relationship between Autom8 and the Customer.

Access to and use of the Platform are subject to these T&Cs. The Customer accepts them expressly when creating its account; the version accepted and the date of acceptance are recorded by Autom8 (Section 12.2).

The Platform is offered exclusively to businesses and professionals acting for purposes within their trade or profession; it is not offered to consumers, and consumer-protection rules (including the right of withdrawal) do not apply.

2. Definitions

T&Cs: these Terms and Conditions, including their annexes.

Customer: the business that accepts these T&Cs when subscribing to the Platform.

Platform or Hervé: the cloud-based code review service described in Section 3, accessible at <https://app.herve.review>.

Users: the individuals authorised by the Customer to access the Platform under its account (Section 4).

Customer Content: the repositories, source code, pull requests and other content the Customer makes accessible to the Platform (Section 7).

DPA: the Data Processing Agreement in Annex 1, which forms an integral part of these T&Cs.

3. Description of the Service

3.1. Hervé is a cloud-based (SaaS) code review platform. Once connected to the Customer's code hosting platform (GitHub or GitLab), Hervé analyses the Customer's pull requests, classifies the changes by review depth, and produces review comments, summaries and related insights to assist the Customer's own review process. The features available under each plan are described on the Hervé website and in the product documentation.

3.2. Hervé's output is generated in part by artificial-intelligence models and is identified as such in the Platform. It is provided as an aid to the Customer's human code review and does not replace it.

3.3. The Platform is made available as an online service only. The Customer receives a right of access and use for the duration of its subscription; no software, source code or other component of the Platform is transferred or licensed to the Customer beyond that right of access.

3.4. Modifications of the platform: The Platform is improved on a continuous basis. Autom8 may modify, add or remove features at any time, provided that the core functionality of the Platform — the automated analysis of the Customer's pull requests — is maintained during the subscription. The Customer's subscription is not contingent on the delivery of any future feature or functionality. If a modification materially reduces the core functionality of the Platform, Autom8 will inform the Customer at least thirty (30) days in advance where reasonably possible, and the Customer may terminate its subscription with effect at the end of the current billing period.

4. Account and Access

4.1. The Customer needs an account, created via a supported identity provider (e.g. GitHub). The Customer is responsible for the accuracy of the information provided, for maintaining the confidentiality of its credentials, and for all activity of the users it authorises ("Users"). The Customer must notify Autom8 without undue delay of any suspected unauthorised use of an account or credentials.

4.2. Access rights to the Customer's repositories are granted by the Customer through the applicable code hosting platform (GitHub, GitLab) and can be revoked by the Customer at any time through that platform. Autom8 requests the minimum scopes needed to operate the Platform.

4.3. Accounts are personal to a User and must not be shared.

4.4. The Customer decides which repositories it connects to the Platform and which Users it authorises, and retains full control over that configuration at all times. Autom8 is not responsible for the consequences of the Customer's configuration choices, including the connection of a repository the Customer did not intend to connect.

5. Fees, Billing and Taxes

5.1. Prices. The applicable fees are those displayed on the Hervé pricing page at the time of subscription. Fee changes are governed by Section 5.5.

5.2. Billing. Subscriptions are billed monthly, in advance, by card via Autom8's payment processor. Each monthly period renews automatically until cancelled (Section 6). Invoices are delivered electronically.

5.3. Taxes. All fees are exclusive of VAT and other taxes. Applicable taxes are borne by the Customer; VAT is invoiced, or subject to the reverse-charge mechanism, according to the Customer's country and VAT status.

5.4. Late or failed payment. If a payment fails, Autom8 will notify the Customer and retry. If payment remains outstanding fifteen (15) days after that notice, Autom8 may suspend access to the Platform until payment is made. Overdue amounts may bear late-payment interest and recovery costs at the statutory rates applicable to commercial transactions.

5.5. Fee changes. Autom8 may change its prices with at least thirty (30) days' prior notice by e-mail. The new price applies from the Customer's next monthly renewal following the notice period. If the Customer does not agree, it may cancel its subscription before the new price takes effect.

5.6. Changes to the number of Users. The Customer may change the number of Users included in its subscription at any time from its account settings. Additional Users take effect immediately, with a prorated charge for the remainder of the current monthly period. Reductions take effect at the start of the next monthly period; amounts already paid are not refunded or credited.

6. Term, Cancellation and Termination

6.1. Free trial. New customers receive a free trial of fourteen (14) days from account creation. During the trial the Platform is provided "as is", without any service commitment; Autom8 may modify, limit or terminate trial access at any time. At the end of the trial, access is suspended unless the Customer subscribes to a paid plan. No payment is charged before the Customer actively subscribes. Where the trial does not convert into a paid subscription, data stored in connection with the trial is deleted thirty (30) days after the trial ends.

6.2. Term. The subscription runs month to month from the subscription date and renews automatically as set out in Section 5.2.

6.3. Cancellation for convenience. The Customer may cancel at any time from its account settings or by writing to support@herve.review. Cancellation takes effect at the end of the current monthly period. Amounts already paid are non-refundable; the Customer keeps access until the end of the paid period. Autom8 may terminate the subscription, or discontinue the Platform, with at least thirty (30) days' written notice, with effect at the end of a monthly billing period.

6.4. Termination for cause. Either party may terminate the contract with immediate effect if the other party materially breaches these T&Cs and fails to cure the breach within fifteen (15) days

of written notice. Autom8 may suspend access immediately, pending cure, where the breach threatens the security or integrity of the Platform or of other customers.

6.5. Effects. Upon expiry or termination, the Customer's access to the Platform ceases. The export, retention and deletion of the Customer's data are governed by Section 7.

7. Customer Data and Retention

7.1. Ownership. All repositories, source code, pull requests and other content the Customer makes accessible to the Platform ("Customer Content") remain the exclusive property of the Customer. Autom8 receives only the limited right to access and process Customer Content to the extent necessary to provide the Platform. The output the Platform generates for the Customer — review threads, summaries, analyses and insights — is hereby assigned to and owned by the Customer. This assignment does not extend to the same or similar output generated for other customers, and Autom8 may use output to operate, maintain, secure and improve the Platform. Autom8 retains all rights in the Platform, its models, know-how and improvements, and in aggregated data that does not identify the Customer or reveal Customer Content.

7.2. No code and no AI session at rest. Autom8 does not store the Customer's source code, diffs, or file contents. They are fetched on demand from the Customer's code hosting platform through the access granted by the Customer, processed in memory to produce the Platform's output, and not persisted. Transcripts of the Customer's AI coding sessions, where the Customer has enabled that feature, are likewise read on demand and never stored by Autom8. Review comments produced by the Platform are published to the Customer's code hosting platform and are not stored by Autom8.

7.3. What Autom8 stores. The data stored by Autom8 is limited to what is needed to operate the Platform and to the review layer that has no home on the Customer's code hosting platform. This includes: intent and activity analyses generated by the Platform (file or symbol references and summaries — never file contents); comments and conversations authored by Users or generated by the "Ask Hervé" assistant within the Platform, which may quote short excerpts of code; pull request metadata; file names; and aggregated usage and spend statistics. The Platform also collects usage analytics (feature usage, screens viewed, interactions), subject to each User's consent, which never include the Customer's code content. Autom8 may use such aggregated and anonymised data, which never includes Customer Content, to operate and improve the Platform.

7.4. Retention, export and deletion. For thirty (30) days after the end of the subscription, the Customer may request an export of its stored data in a structured, machine-readable format. After that period, the data is deleted, except where retention is required by law (e.g. invoicing records). The processing of personal data on behalf of the Customer is governed by the Data Processing Agreement.

7.5. Customer warranties. The Customer warrants that: (i) it has all rights and authorisations necessary to grant Autom8 access to, and to permit the processing of, the content of the repositories it connects; (ii) it will not knowingly connect repositories intended to contain special categories of personal data within the meaning of Article 9 GDPR, and will notify Autom8 without undue delay if it becomes aware that such data is present; (iii) it complies with its own obligations towards its staff and contributors, including informing them that their development activity on connected repositories is processed through the Platform; and (iv) it is responsible for credentials, API keys and other secrets committed to the repositories it connects; Autom8 is not liable for the consequences of such material being present in connected repositories or processed by the Platform.

8. Acceptable Use

8.1. The Customer and its Users must not: (a) use the Platform in violation of applicable law; (b) attempt to probe, disable, overload or circumvent the security or technical limits of the Platform; (c) resell, sublicense or make the Platform available to third parties outside the Customer's organisation; (d) access the Platform to systematically extract its output for the purpose of building or benchmarking a competing service; or (e) reverse engineer the Platform, except to the extent such right cannot be excluded by mandatory law.

8.2. Autom8 may suspend the Customer's access in case of serious breach of this Section, with prior notice where reasonably possible, and without prejudice to Section 6.4.

9. Intellectual Property

9.1. The Platform — including its software, algorithms, documentation and branding — is and remains the exclusive property of Autom8 or its licensors. The Customer receives no right in the Platform other than the right of access and use described in Section 3.3.

9.2. Autom8 may use feedback provided by the Customer or its Users without restriction or compensation.

10. Confidentiality

10.1. Each party will protect the non-public information it receives from the other party under these T&Cs with at least the same care it applies to its own confidential information, use it only to perform these T&Cs, and disclose it only to its staff and contractors bound by confidentiality obligations, or where required by law or by a competent authority (in which case it will inform the other party where legally permitted).

10.2. This obligation survives for three (3) years after the end of the contract. Customer Content and all data derived from it remains protected without time limit.

10.3. Security incidents. Autom8 will notify the Customer without undue delay after becoming aware of any confirmed incident of unauthorised access to, disclosure of, or loss of Customer Content, of data derived from it stored by the Platform, or of the credentials through which the Platform accesses the Customer's repositories — whether or not personal data is involved — and will provide the information reasonably available to it, supplemented as the investigation progresses. Unsuccessful attempts that do not compromise Customer Content (such as blocked log-in attempts, port scans or denial-of-service attacks) are not covered. Notification is not an acknowledgment of fault or liability. Personal data breaches remain governed by Section 5 of the DPA.

11. Warranties, Disclaimers and Liability

11.1. Service commitment. Autom8 will provide the Platform with reasonable skill and care, in accordance with good industry practice. Autom8 does not warrant that the Platform will be uninterrupted or error-free.

11.2. AI output. The output referred to in Section 3.2 is generated automatically and may contain errors or omissions. It is an aid to the Customer's human code review, not a replacement for it. The Customer remains solely responsible for the decisions it takes on the basis of that output, including the decision to merge code. The Platform does not guarantee the detection of any defect, vulnerability or issue in the Customer's code.

11.3. Disclaimer. To the maximum extent permitted by law, all other warranties, express or implied, are excluded.

11.4. Liability cap. Each party's total aggregate liability arising out of or related to these T&Cs is limited to the fees paid or payable by the Customer during the twelve (12) months preceding the event giving rise to the claim. Neither party is liable for indirect or consequential damages, including loss of profits, loss of business or loss of data.

11.5. Exceptions. Nothing in these T&Cs excludes or limits liability for: (i) fraud or wilful misconduct; (ii) gross negligence; (iii) death or personal injury; or (iv) any other liability that cannot be excluded or limited under applicable law. The cap in Section 11.4 does not apply to the Customer's payment obligations.

12. Changes to these Terms

12.1. Autom8 may update these T&Cs. For material changes, Autom8 will notify the Customer by e-mail at least thirty (30) days before the new version takes effect, with the new version linked. If the Customer does not agree, it may cancel its subscription with effect at the end of the current monthly period; otherwise, the new version applies from its effective date.

12.2. The current version and the version history of these T&Cs are available at www.herve.review/legal. The version accepted by the Customer, and the date of acceptance, are recorded by Autom8.

13. Mediation and Amicable Settlement of Disputes

13.1. Before initiating court proceedings, the parties will attempt to resolve any dispute arising from these T&Cs amicably: the complaining party will notify the other party in writing with a description of the dispute, and the parties will negotiate in good faith for thirty (30) days from that notice. If the dispute remains unresolved, the parties may jointly submit it to mediation before going to court.

13.2. This Section does not prevent either party from seeking urgent or interim relief before the competent courts, nor Autom8 from initiating proceedings for the recovery of unpaid invoices.

14. Governing law and jurisdiction

These T&Cs are governed by Belgian law. Subject to Section 13, any dispute falls under the exclusive jurisdiction of the courts of Brussels, Belgium (French-speaking division).

15. Miscellaneous

15.1. Notices. Legal notices must be sent by e-mail: to Autom8 at legal@herve.review; to the Customer at the billing e-mail address on file. Notices are deemed received on the first business day after sending.

15.2. Assignment. Neither party may assign these T&Cs without the other party's consent, except that Autom8 may assign them to an affiliate or in the context of a merger, acquisition or sale of assets, with notice to the Customer.

15.3. Entire agreement. These T&Cs constitute the entire agreement between the parties regarding the Platform and prevail over any terms in the Customer's purchase orders or other documents, which are void unless expressly accepted in writing by Autom8.

15.4. Severability. If a provision of these T&Cs is held invalid, the remainder stays in force, and the invalid provision is replaced by a valid one reflecting its intent.

15.5. No waiver. A party's failure to exercise a right under these T&Cs does not constitute a waiver of that right.

15.6. Force majeure. Neither party is liable for a failure to perform caused by events beyond its reasonable control; each party will inform the other without undue delay and resume performance as soon as reasonably possible.

16. Contact

For any question regarding these T&Cs or the Platform:

- Support and cancellations: support@herve.review
- Legal notices: legal@herve.review
- Privacy: privacy@herve.review
- Postal address: Autom8 SRL, Rue Saint-Lambert 123/4, 1200 Woluwe-Saint-Lambert, Belgium
- VAT: BE 1036.479.741 / BCE: 1036.479.741

Annex 1 — Data Processing Agreement (DPA)

This DPA is part of the Terms and Conditions (the "**T&Cs**") between Autom8 SRL ("**Autom8**") and the Customer, and governs the processing of personal data by Autom8 on behalf of the Customer in connection with the Platform. It is entered into by acceptance of the T&Cs; no separate signature is required (Article 28(9) GDPR).

1. Roles and scope

1.1. For **Customer Personal Data** — personal data contained in or derived from the Customer's connected repositories and development activity (contributor identities such as GitHub/GitLab usernames, names and e-mail addresses appearing in commits and pull requests, review comments, and related metadata) — the Customer is the **controller** and Autom8 is the **processor**.

1.2. For personal data contained in the account, billing, security, usage-analytics and product-communication data of the Customer's Users, Autom8 acts as an independent controller; that processing is described in the Hervé Privacy Policy.

1.3. **Information duties towards contributors.** The Customer is responsible, as controller, for complying with its own obligations towards its staff and contributors (Articles 13–14 GDPR), including informing them that their development activity on connected repositories is processed through the Platform (see Section 7.5 of the T&Cs).

2. Details of processing

- **Subject matter and nature:** analysis of pull requests and repository activity to produce code review assistance and insights.
- **Duration:** the term of the T&Cs, plus the export and deletion periods below.
- **Categories of data subjects:** individuals who contribute to or appear in the Customer's connected repositories and development activity
- **Categories of personal data:** platform identities (usernames, display names, e-mail addresses in commit metadata), review and comment text, repository and activity metadata. Where the Customer's connected repositories contain AI coding-session transcripts captured by its contributors, the content of those transcripts is also processed: it is read on demand and transmitted in excerpts to the AI model provider for analysis. No special categories of data (Article 9 GDPR) are intended to be processed; the Customer undertakes in the T&Cs (Section 7.5) not to knowingly connect repositories intended to contain such data.
- **Source-code handling:** source files, diffs and file contents are fetched on demand and processed in memory only; they are not stored at rest by Autom8; stored review-layer data is described in Sections 7.2 and 7.3 of the T&Cs.

3. Processor obligations

Autom8 will:

- (a) process Customer Personal Data only on the Customer's documented instructions — the T&Cs, the Customer's configuration of the Platform, and its use of product features constitute those instructions, within the purposes described in Section 2 — unless required otherwise by EU or member-state law, in which case Autom8 will inform the Customer unless prohibited. Autom8 will inform the Customer without undue delay if, in its opinion, an instruction infringes the GDPR or other applicable data-protection law, and may suspend performance of that instruction;
- (b) ensure that persons authorised to process Customer Personal Data are bound by confidentiality obligations;
- (c) implement and maintain the technical and organisational measures described in **Schedule B** (Article 32 GDPR); Autom8 may update the measures in Schedule B from time to time to reflect technical developments, provided that no update materially decreases the overall level of security of the Platform.
- (d) respect the sub-processing conditions in Section 4;
- (e) taking into account the nature of the processing, assist the Customer with appropriate technical and organisational measures in responding to data-subject requests (Articles 12–23 GDPR); requests received directly by Autom8 concerning Customer Personal Data will be forwarded to the Customer without undue delay;
- (f) assist the Customer in ensuring compliance with Articles 32 to 36 GDPR, taking into account the nature of the processing and the information available to Autom8;
- (g) after the end of the subscription, delete all Customer Personal Data in accordance with Section 7.4 of the T&Cs: on the Customer's request within thirty (30) days after termination, Autom8 will provide an export of its stored data in a structured, machine-readable format; the data is deleted after that period, except where EU or Belgian law requires storage;
- (h) make available to the Customer the information necessary to demonstrate compliance with Article 28 GDPR, and allow for and contribute to audits as set out in Section 7 of this DPA.

4. Sub-processors

4.1. General authorisation. The Customer grants a general authorisation (Article 28(2) GDPR) for Autom8 to engage the sub-processors listed in **Schedule A**, which identifies for each: the service provided, the entity, and the location of processing.

4.2. Changes — including AI model providers. Autom8 may add or replace sub-processors, **including replacing or adding AI model providers within the "AI model provider" category of Schedule A**, provided that Autom8: (i) notifies the Customer at least **seven (7) days** before the change takes effect (by e-mail to the billing address and/or by updating the sub-processor page with notification); and (ii) imposes on the new sub-processor data-protection obligations materially equivalent to this DPA. If the Customer has a reasonable, data-protection-related objection to the change, the parties will discuss it in good faith; if no solution is found, the Customer may cancel its subscription with effect at the end of the current monthly period (Section 6.3 of the T&Cs).

4.3. Autom8 remains fully liable to the Customer for the performance of its sub-processors' obligations.

5. Personal data breaches

Autom8 will notify the Customer without undue delay after becoming aware of a personal data breach affecting Customer Personal Data, providing the information reasonably available to it (nature of the breach, categories and approximate numbers concerned, likely consequences, measures taken or proposed); where not all information is available at once, it may be provided in phases without undue further delay. Autom8 will cooperate with the Customer's own notification obligations (Articles 33–34 GDPR).

6. International transfers

6.1. Customer Personal Data is stored at rest in the European Union. Certain sub-processors process Customer Personal Data outside the EEA in the course of providing the service, as identified in Schedule A; those transfers are governed by Section 6.2.

6.2. Where a sub-processor processes Customer Personal Data outside the EEA in a country without an adequacy decision the transfer is governed by the applicable module of the EU Standard Contractual Clauses (Commission Implementing Decision (EU) 2021/914) incorporated in Autom8's agreement with that sub-processor, supplemented where required by the UK Addendum. Copies of the relevant transfer safeguards are available on request at privacy@herve.review.

6.3. Supplementary measures include: no storage of source code nor AI sessions at rest, transmission limited to the content strictly needed for each analysis, encryption in transit, and contractual exclusion of the use of Customer data for model training.

7. Audit

Autom8 will make available, on request, its current Schedule B, sub-processor list, and summaries of relevant security assessments. Where this documentation is not reasonably sufficient, the Customer may conduct (itself or through an independent auditor bound by

confidentiality) an audit of Autom8's compliance with this DPA, maximum once per 12 months, during business hours, with at least thirty (30) days' notice, and without access to other customers' data. The costs of the audit — including Autom8's reasonable time and resources, at reasonable rates — are borne by the Customer, except where the audit follows a personal data breach caused by Autom8, in which case Autom8's costs are not charged.

8. Precedence

In case of conflict between this DPA and the rest of the T&Cs, this DPA prevails for data-protection matters.

Schedule A — Authorised sub-processors

Current version also published at www.herve.review/legal/subprocessors. Customers are notified of changes as per Section 4.2 of this DPA.

Category	Sub-processor	Service	Location of processing
Hosting	Scaleway SAS	Cloud infrastructure hosting the Platform and its database	France (EU)
AI model provider	Anthropic Ireland, Ltd	Large-language-model API used to generate review output	EEA and United States (EU SCCs; no training on customer data)
Payments	Stripe (Stripe Payments Europe, Ltd)	Payment processing and invoicing; Stripe processes cardholder data as an independent controller for its own compliance obligations	EEA and United States (EU SCCs)
Product analytics	PostHog (PostHog, Inc.)	Usage analytics for the Platform — events, clicks and page URLs, which include repository	EU (PostHog Cloud, EU region)

Category	Sub-processor	Service	Location of processing
		and pull request identifiers but never code content; active only for Users who have given their consent	
Transactional e-mail	Google (Google Ireland Ltd — Google Workspace)	Sending service e-mails	EEA, with possible global processing under Google's Cloud Data Processing Addendum (EU SCCs)

Schedule B — Technical and organisational measures (TOMs)

- **No code at rest:** source files, diffs and file contents are fetched on demand via the platform APIs and processed in memory; they are never written to Autom8's database or object storage. Data stored is limited to the review layer described in Sections 7.2 and 7.3 of the T&Cs.
- **Encryption:** TLS 1.2+ for all data in transit; encryption at rest for databases and backups.
- **Access control:** production access restricted to authorised personnel, protected by strong authentication (MFA/SSH keys); platform access tokens stored securely and scoped to the minimum required (read-only where possible); no long-lived customer platform credentials stored where the platform supports short-lived tokens.
- **Segregation:** logical separation of customer data; separate environments for development and production.
- **Vulnerability management:** dependencies and infrastructure are updated regularly; security-relevant patches are prioritised.
- **Personnel:** staff and contractors with production access are bound by confidentiality obligations.
- **Data minimisation towards AI providers:** each model call contains only the excerpts of Customer Content needed for the specific analysis; provider agreements exclude training on customer data and provide for zero or short-term retention.