1. Introduction

Welcome to UltraDev ("Service"), a GitHub App that provides AI-powered code review services. By installing and using UltraDev on your GitHub repositories, you agree to these Terms of Service ("Terms"). If you do not agree to these Terms, please do not install or use the Service.

UltraDev is operated by SC UPDIVISION SRL, Registry Number J2012005578408, CIF: RO30200922, address Bucharest, District 2, Str. Doamna Ghica, No. 20, Building. 4, Floor 7, Apt 87, Room 3 is the controller and responsible for your personal data (collectively referred to as ["UPDIVISION"], "we", "us" or "our").

2. Description of Service

UltraDev is a GitHub App that automatically reviews pull requests using advanced artificial intelligence (OpenAI) to provide code quality feedback, suggestions, and best practice recommendations. The Service:

- Analyzes code changes in pull requests
- Provides constructive feedback on code quality, security, performance, and maintainability
- Posts review comments directly on GitHub pull requests
- Supports multiple programming frameworks and languages

3. Credit-Based Licensing System

3.1 Credits Overview

UltraDev operates on a credit-based system where each successful code review consumes 1 credit. Credits are managed per GitHub installation (organization/repository group) and are allocated through our administrative panel.

3.2 Credit Types

- **Paid Credits**: Purchased credits allocated by administrators
- **Trial Credits**: Complimentary credits provided for evaluation purposes

Credits are used in the following order: trial credits first, then paid credits.

3.3 Credit Consumption

Credits are consumed only upon successful completion of a code review. Reviews are

considered successful when AI-generated comments are successfully posted to the GitHub pull request.

3.4 No Credit Deduction Scenarios

Credits **will not be deducted** in the following circumstances:

- **Insufficient Credits**: When insufficient credits remain at the start of the review process
- **Merge Conflicts**: When the pull request has unresolved merge conflicts
- **Pull Request Size Limits**: When the pull request exceeds our processing capacity of approximately 800,000 characters (estimated based on code diff and file content size analysis)
- **No Reviewable Changes**: When there are no code changes or files to review (e.g., documentation-only changes)
- **Unsupported Frameworks**: When the project uses a framework or language not supported by our AI analysis
- **AI Processing Failures**: When the OpenAI service fails to generate a review
- **GitHub Integration Failures**: When comments cannot be posted to GitHub due to API issues or permissions
- **Review Skipped**: When a review is intentionally skipped due to other processing decisions

Note: Credits are only deducted after all validation checks pass and the review comments are successfully posted. Failed or unsuccessful reviews do not consume credits.

4. Installation and Usage

4.1 GitHub App Installation

To use UltraDev, you must install the GitHub App on your repositories or organization. Installation grants the app access to:

- Pull request data and code changes
- Repository contents for project type detection
- Posting comments on pull requests

4.2 User Access

Access to UltraDev dashboards is restricted to authorized users within your organization/installation as configured by administrators.

5. Payment and Billing

5.1 Manual Credit Management

Credits are allocated manually through our administrative interface. No automated payment processing is included.

5.2 No Refunds

All credit allocations and transactions are final. Refunds are not available for consumed credits.

5.3 Tax Obligations

Users are responsible for any applicable taxes related to credit usage.

6. Data Privacy and Security

6.1 Data Processing

UltraDev processes pull request code and metadata strictly for the purpose of providing code reviews. We do not store or retain source code beyond the processing requirements.

6.2 API Communications

All data transmitted to external services (OpenAI, GitHub) follows industry-standard encryption practices.

6.3 Data Retention

- Review events and transaction logs are retained for auditing purposes
- Processed code content is not permanently stored
- Personal data is handled in accordance with applicable privacy laws

7. Intellectual Property

7.1 Your Content

You retain all intellectual property rights to your code and repositories.

7.2 AI-Generated Content

AI-generated review comments are provided as suggestions. We provide these services "as-is" without warranty.

8. Limitation of Liability

8.1 AI Nature of Service

UltraDev uses artificial intelligence for code reviews. While we strive for helpful and accurate feedback, AI-generated suggestions may contain errors or inaccuracies.

8.2 No Guarantees

- Code reviews do not guarantee bug-free code
- Suggestions do not constitute professional engineering advice
- Service availability is not guaranteed

8.3 Liability Caps

To the maximum extent permitted by law, our total liability for any claims related to the Service shall not exceed the value of credits consumed in the applicable installation.

9. Disclaimers

9.1 Warranties

UltraDev is provided "as is" without warranties of any kind, express or implied, including but not limited to merchantability, fitness for a particular purpose, or non-infringement.

9.2 Third-Party Services

The Service relies on GitHub and OpenAI APIs. We are not responsible for interruptions or issues caused by these third-party services.

9.3 Processing Limits

Reviews may be rejected for pull requests exceeding processing limitations (currently ~800,000 characters). Large merges or bulk operations may not be reviewed completely.

10. Termination

10.1 Termination by User

You may uninstall the GitHub App at any time, which will discontinue service usage.

10.2 Termination by Us

We reserve the right to suspend or terminate access to the Service for violations of these Terms or at our reasonable discretion.

10.3 Effect of Termination

Upon termination, unused credits remain available for existing installations. Historical data may be retained for legitimate business purposes.

11. Modifications to Terms

We may update these Terms from time to time. Material changes will be communicated through available channels. Continued use after changes constitutes acceptance.

12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Romania, without regard to conflict of law principles.

13. Contact Information

For questions about these Terms or the Service, please contact us at office@updivision.com

14. Entire Agreement

These Terms constitute the entire agreement between you and us regarding the Service and supersede all prior agreements.