

GAL Terms of Service

Scheduler Systems Ltd

scheduler-systems.com

Confidential

Last Updated: April 17, 2026

Table of Contents

01	The Services
02	Your Account
03	Acceptable Use
04	Your Content & IP
05	GitHub App
06	Payment
07	Termination
08	Disclaimers
09	Limitation of Liability
10	General
11	Contact
12	Software License
13	Background Agent Execution Environment
14	Provider Credentials — API Keys Required
15	Credential Authority and Security
16	Cross-User Credential Delegation (Internal Organizations Only)
17	Privacy and Data Protection
18	Subprocessors
19	Force Majeure
20	Indemnification

21 Warranty Disclaimer — Supplemental

22 Survival

23 Governing Law and Jurisdiction

24 Assignment

25 Entire Agreement and Order of Precedence

26 Changes to These Terms

27 Notices, Cure, and Termination for Breach

28 Export Control and Sanctions

29 Confidentiality

Gal is a developer platform that helps you manage AI agent configurations across your team. These Terms govern your use of the Gal website, CLI, API, GitHub App, and related services (the "Services") provided by Scheduler Systems Ltd.

By using Gal, you agree to these Terms. If you don't agree, please don't use the Services.

01 The Services

Gal provides tools for developers including:

- A CLI tool (gal) for syncing agent configurations
- A web dashboard for managing projects and settings
- A REST API for programmatic access
- GitHub App integration for repository workflows
- IDE extensions for VS Code and other editors

The Services are under active development. Features may change, and we will notify you of any material changes that affect your use of the Services.

02 Your Account

You need an account to use most features. You're responsible for keeping your credentials secure and for all activity under your account. Treat API keys like passwords—never commit them to public repositories or share them publicly.

You must be at least 16 years old to use Gal. If you're using Gal on behalf of an organization, you confirm you have authority to bind that organization to these Terms.

03 Acceptable Use

Use Gal for lawful software development. You may not:

- Violate any laws or third-party rights
- Attempt to hack, disrupt, or abuse our infrastructure
- Scrape, crawl, or bulk-export data from the Services

- Use outputs to train competing AI models or services
- Circumvent rate limits or access restrictions
- Transmit malware or malicious code
- Impersonate others or misrepresent your identity

Reverse engineer, duplicate, or derive the Services, or support any third party in doing so. AI-Generated Content

Some features use AI to generate or enhance content. AI outputs can be **imperfect, incomplete, or unexpected**. You are responsible for reviewing and validating all AI-generated content before use.

Do not rely on AI outputs for:

- Medical, legal, or financial decisions
- Safety-critical systems (aviation, emergency services, etc.)
- Any application where errors could cause harm

We do not guarantee the accuracy, reliability, or appropriateness of AI-generated content.

04 Your Content & IP

You retain ownership of the code and content you submit to Gal ("Your Content"). By using the Services, you grant us a limited license to process Your Content as needed to provide the Services.

We do not:

- Claim ownership of your code
- Use Your Content to train AI models without your explicit consent
- Share Your Content with third parties except as needed to operate the Services

If you provide feedback or suggestions, you grant us permission to use them to improve the Services.

05 GitHub App

When you install the Gal GitHub App, you grant us access only to repositories you explicitly authorize. We access only the data necessary to provide the functionality you've enabled. You're responsible for ensuring you have authority to install the App on those repositories.

06 Payment

Gal is available under the following plans:

Free — \$0, up to 5 developers. Includes core features: discovery, approved config, and CLI sync.

Convenience — \$10 per developer per month, unlimited developers. Includes proposals and priority support.

Enforcement — \$25 per developer per month. Everything in Convenience plus policy enforcement and audit logging.

Enterprise — Custom pricing. Everything in Enforcement plus SSO, custom integrations, and dedicated support.

Paid plans are billed per developer seat. Seats are adjusted automatically when team members are added or removed.

We may change pricing with at least 30 days' written notice. Price changes do not affect the current billing period.

Promotional Pricing

We may offer promotional pricing, complimentary access, or discounts at our discretion.

Promotional access is non-transferable and applies only to the organization to which it was granted.

We reserve the right to modify or discontinue promotional pricing at any time if we detect fraud, abuse, or a violation of these Terms.

Promotional access continues until we notify you otherwise. We will provide at least 30 days' written notice before transitioning your account from promotional pricing to standard paid billing. You will not be charged without your explicit consent and advance notice of the applicable rate.

Billing

Paid subscriptions are billed on a recurring basis (monthly, or as specified in your plan). By subscribing to a paid plan, you authorize us to charge the applicable fees to your payment method on a recurring basis. Paid subscriptions renew automatically at the end of each billing period.

You will not be charged without clear advance notice of the amount and billing date. All prices are stated in U.S. dollars and exclude applicable taxes, which will be itemized separately.

Design Partner Program

Organizations participating in our Design Partner Program receive complimentary access to the Services as specified in their program invitation. Design Partner terms include:

Complimentary access to the Services for the duration of the program.

No payment method is required during the program period.

If we decide to transition your account to standard pricing, we will provide at least 30 days' written notice, including the applicable rate and billing date.

Design partners may discontinue use of the Services at any time.

Participation in the Design Partner Program does not create an employment, agency, or partnership relationship between you and Scheduler Systems.

Cancellation

You may cancel your subscription at any time by using the cancellation option in your account settings, or by contacting us at legal@scheduler-systems.com.

Upon cancellation, your access to paid features continues until the end of the current billing period. No further charges will be applied after cancellation takes effect. If you are on promotional or complimentary access, cancellation means you will not be transitioned to paid billing. Your account and data will remain accessible on the Free plan unless you choose to delete your account.

We will confirm your cancellation in writing via email. Cancellation does not entitle you to a refund of fees already paid for the current billing period.

07 Termination

You can stop using Gal anytime and delete your account through your settings or by contacting us. We may suspend or terminate your access if you violate these Terms or engage in behavior that harms the platform or other users.

08 Disclaimers

The Services are provided "as is" without warranties of any kind. We don't guarantee uninterrupted access, error-free operation, or that the Services will meet your specific needs. Use at your own risk.

09 Limitation of Liability

To the maximum extent permitted by law, Scheduler Systems Ltd. is not liable for any indirect, incidental, or consequential damages arising from your use of the Services. Our total liability is limited to the greater of: (a) amounts you paid us in the 12 months before the claim, or (b) \$100 USD.

The \$100 / 12-month cap does not apply if we:

- breach our confidentiality or data-protection obligations,
- infringe your intellectual property, or
- act with gross negligence, willful misconduct, or fraud.

We also do not limit liability that cannot be limited by law — including death or personal injury caused by negligence, and fraud.

10 General

11 Contact

Questions? Reach us at:

Scheduler Systems Ltd.

Company Number: 517139382

Email: legal@scheduler-systems.com

Website: <https://gal.run>

12 Software License

The GAL CLI (gal) is distributed under the Elastic License 2.0 (ELv2). You may use, copy, modify, and distribute the CLI for any lawful purpose, including internal commercial use. You may not offer the CLI (or a substantial portion of it) to third parties as a hosted or managed service. The GAL backend — including the API, policy engine, organization sync, and audit infrastructure — is proprietary software owned by Scheduler Systems Ltd. No license is granted to the backend source code. The full text of the Elastic License 2.0 is available at elastic.co/licensing/elastic-license and in the CLI repository.

13 Background Agent Execution Environment

By dispatching a background agent through GAL, you authorize Scheduler Systems to execute the agent on third-party compute infrastructure, currently GitHub-hosted or self-hosted GitHub Actions runners, and, in the future, compute environments operated by Scheduler Systems or its designated subprocessors.

Scheduler Systems does not control the availability, performance, or security posture of GitHub Actions or any other third-party execution environment. Interruptions or degraded performance of that environment, or security incidents originating in that environment that are not caused by Scheduler Systems' negligence, are outside our control and are not a breach of these Terms. Statutory duties owed by Scheduler Systems regarding data security or breach notification (including under the Israeli Privacy Protection Law and the GDPR) survive this disclaimer.

14 Provider Credentials — API Keys Required

The background agent features of the Services require credentials issued by third-party model providers (including Anthropic, Google, and OpenAI). You agree:

API keys only. You will provide and store only provider-issued API keys obtained from a provider's developer console (for example, ANTHROPIC_API_KEY from Claude Console, OPENAI_API_KEY from OpenAI Platform, GOOGLE_API_KEY or Application Default Credentials from Google Cloud). You will not store or authorize GAL to use OAuth tokens, session tokens, or other interactive-login credentials issued for personal subscription products (including Claude Pro/Max, Codex CLI OAuth, Gemini CLI OAuth, or similar).

Your responsibility. You are solely responsible for your compliance with each provider's terms of service, acceptable use policies, and rate limits. You represent that your use of the Services with those credentials does not violate your agreements with those providers.

Provider enforcement is not our liability. If a provider suspends, terminates, rate-limits, or otherwise restricts your account — including for reasons unrelated to your use of the Services, and including because your stored credentials were used in a manner the provider deemed to violate its terms — that action is between you and the provider. Scheduler Systems is not liable for any resulting loss of access, loss of subscription value, loss of work product, or consequential damages.

Enforcement. Scheduler Systems will refuse to dispatch a background agent if a valid API key for the required provider is not present in your account. We are not obligated to attempt fallback to any other credential type.

15 Credential Authority and Security

You represent and warrant that, to the best of your knowledge:

(a) each credential you store in the Services is lawfully yours (or you are expressly authorized by its owner to store and use it through GAL); (b) you have the right to permit Scheduler Systems to store, transmit, and use the credential to execute background agents on your behalf; and (c) you will revoke or rotate any credential you no longer have authority to use.

You are responsible for the security of your credentials once issued to you by the provider. Scheduler Systems encrypts stored credentials at rest and transmits them to execution environments only as needed to run the agents you dispatch. We are not responsible for credential compromise that results from your provider-side security practices or from any unauthorized action by a user in your organization.

Scheduler Systems processes stored credentials only as necessary to execute background agents you (or, where applicable, an authorized user in your organization) dispatch. We do not use credentials for analytics, machine-learning training, or any purpose other than agent execution.

16 Cross-User Credential Delegation (Internal Organizations Only)

Certain features of the Services allow a user in an organization (the "Requester") to dispatch a background agent that runs using a different user's stored provider credentials (the "Credential Owner") — for example via a `credentialUser` field.

Today, this feature works only inside Scheduler Systems' own organization. For every other organization, the Services reject any dispatch that tries to use another user's credentials. If we enable cross-user delegation for customers in the future, the Credential Owner will need to complete an explicit opt-in inside the product. Until that opt-in exists, cross-user delegation is not available to customers.

You agree not to attempt to use, or instruct others to use, another user's credentials outside the channels the Services provide. Doing so is a material breach of these Terms and may also violate laws of your jurisdiction governing unauthorized computer access.

Every dispatch that uses a credential owned by a user other than the Requester is recorded for audit, including Requester identifier, Credential Owner identifier, timestamp, and provider.

17 Privacy and Data Protection

Our processing of personal data in connection with the Services is described in our Privacy Policy at scheduler-systems.com/legal/en/gal-privacy.pdf and, where applicable, in our Data Processing Addendum at scheduler-systems.com/legal/en/gal-dpa.pdf, each of which is incorporated by reference into these Terms.

To the extent of any conflict between these Terms and the Privacy Policy or the Data Processing Addendum with respect to personal data, the Privacy Policy or the Data Processing Addendum controls.

The lawful basis for Scheduler Systems' processing of provider credentials is the performance of the contract under which you have directed us to execute agents on your behalf (GDPR Article 6(1)(b)). Cross-border transfers of personal data necessary for the Services operate under applicable safeguards, including Standard Contractual Clauses where required.

18 Subprocessors

To provide the Services, Scheduler Systems uses subprocessors described in the GAL Customer Data Processing Addendum at scheduler-systems.com/legal/en/gal-dpa.pdf, including hosting, workflow execution, analytics, support, billing, transactional email, and customer-authorized AI providers:

- GitHub, Inc. (Actions runners, hosting for certain workflows)
- Google LLC (Firebase, Firestore, Cloud Run, Cloud Storage, and related infrastructure)

- Third-party AI model providers whose APIs you authorize by storing their API keys with the Services (including Anthropic, OpenAI, Google, and others you may configure)

Scheduler Systems will provide at least thirty (30) days' written notice before adding a new subprocessor whose engagement materially expands the scope of personal-data processing. You may terminate the Services for convenience during that notice period if you reasonably object to the new subprocessor.

19 Force Majeure

Neither party is liable for any failure to perform (other than an obligation to pay fees) caused by events beyond the party's reasonable control, including acts of God, war, terrorism, civil unrest, governmental action, labor disputes, internet or telecommunications failures, outages or actions of third-party service providers (including GitHub Actions, Anthropic, OpenAI, and Google), epidemics, or pandemics. The affected party will use reasonable efforts to resume performance promptly.

20 Indemnification

In plain English: if your actions (infringing IP, fraud, or breaking a third-party provider's terms) cause us to get sued, you cover our costs. We do not cover yours. This does not apply if we messed up.

User Indemnity. You will defend Scheduler Systems Ltd., its affiliates, officers, directors, employees, and agents (the "Company Parties") against any third-party claim, suit, or proceeding (each, a "Covered Claim"). You will pay any resulting judgment, settlement, or award — including reasonable attorneys' fees — to the extent the Covered Claim arises from: (a) your Content, credentials, or use of the Services infringing a third party's intellectual property rights (including copyright, trademark, trade secret, publicity, or privacy); (b) your fraud or willful misconduct; or (c) your use of the Services in a way that violates a third-party provider's terms of service (Anthropic, OpenAI, Google, and others), where that violation causes actual damages to a Company Party — for example, loss of provider access, account suspension, or legal action.

Procedure. As a condition of indemnification, the Company Parties will (i) promptly notify you in writing of the Covered Claim; (ii) give you sole control over the defense and settlement of the Covered Claim, provided that you may not agree to any settlement that admits liability by, or imposes any non-monetary obligation on, any Company Party without that Company Party's prior

written consent (not to be unreasonably withheld); and (iii) provide reasonable cooperation at your expense. Scheduler Systems may participate in the defense with counsel of its choosing at its own expense.

Carve-outs. Your obligations under this Section do not apply to the extent a Covered Claim arises out of or relates to: (i) any Company Party's gross negligence, fraud, or willful misconduct; (ii) any Company Party's breach of these Terms; or (iii) any Company Party's violation of applicable law.

Consumer users. To the extent applicable law — including Israel's Standard Form Contracts Law, 5743-1982, Council Directive 93/13/EEC on unfair terms in consumer contracts, or the United Kingdom's Consumer Rights Act 2015 — limits or invalidates any portion of this Section as applied to a user who qualifies as a "consumer" under such law, this Section will be enforced against such user only to the fullest extent permitted by such law, and the remainder of these Terms will remain in full force and effect.

Not subject to liability cap. Your indemnification obligations under this Section are not subject to any limitation-of-liability cap set forth elsewhere in these Terms.

21 Warranty Disclaimer — Supplemental

In plain English: we do not promise Anthropic / OpenAI / Google will keep your account active, we do not promise the Services will always work, and we do not promise AI outputs are licensed or legal to use.

In addition to the general "as is" disclaimer elsewhere in these Terms, Scheduler Systems specifically does not warrant that: (a) third-party model providers will not suspend, throttle, or terminate your account, including for reasons unrelated to your use of the Services; (b) the Services, or any background agent execution environment, will always be available or free from interruption; (c) stored credentials will remain valid for any particular duration; or (d) agent outputs will comply with any third-party provider's terms or licensing restrictions.

Nothing in these Terms excludes or limits liability that cannot be excluded or limited under applicable law, including liability for death or personal injury caused by negligence and liability for fraud.

22 Survival

The following sections continue to apply after these Terms end:

- §15 Credential Authority and Security
- §17 Privacy and Data Protection
- §20 Indemnification
- §21 Warranty Disclaimer — Supplemental
- §23 Governing Law and Jurisdiction

Any other provision that by its nature is intended to survive termination also survives.

23 Governing Law and Jurisdiction

These Terms, and any dispute arising out of or in connection with these Terms or your use of the Services, are governed by the laws of the State of Israel, without regard to its conflict-of-laws rules. The exclusive jurisdiction and venue for any dispute is the competent courts of Tel Aviv-Jaffa, and each party submits to the personal jurisdiction of those courts, except that Scheduler Systems may seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property or confidential information.

Nothing in this Section deprives a consumer of the benefit of any mandatory provision of the law of the consumer's country of habitual residence that cannot be derogated from by agreement.

If any provision of these Terms is held unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, and the remaining provisions will remain in full force and effect.

24 Assignment

You may not assign, delegate, or transfer these Terms, or any rights or obligations under these Terms, whether by operation of law or otherwise, without Scheduler Systems' prior written consent, which will not be unreasonably withheld. Any purported assignment without consent is void.

Scheduler Systems may assign these Terms, in whole or in part, without your consent in connection with a merger, acquisition, reorganization, sale of all or substantially all of its assets, or by operation of law. These Terms bind and benefit the parties and their permitted successors and assigns.

25 Entire Agreement and Order of Precedence

These Terms, together with the Privacy Policy, the Data Processing Addendum (where applicable), and any written order form or plan-specific addendum executed by you and Scheduler Systems, constitute the entire agreement between the parties regarding the Services and supersede all prior or contemporaneous agreements, proposals, and communications on that subject.

If these documents conflict, the higher-priority document wins. Order (highest to lowest):

1. An executed order form or plan-specific addendum
 2. The Data Processing Addendum (for personal data)
 3. The Privacy Policy (for personal data)
 4. These Terms
-

26 Changes to These Terms

Scheduler Systems may update these Terms from time to time. For non-material changes (for example, clarifications or corrections), the updated Terms take effect when posted. For material changes, Scheduler Systems will provide at least thirty (30) days' advance notice to the email address associated with your account, or by a conspicuous notice in the Services, before the updated Terms take effect.

If you do not agree to a material change, your sole remedy is to stop using the Services and, if you are a paid subscriber, to cancel your subscription before the updated Terms take effect. Continued use of the Services after the effective date of a material change means you accept the updated Terms.

27 Notices, Cure, and Termination for Breach

Notices to Scheduler Systems must be in writing and sent by email to legal@scheduler-systems.com, with a copy to any mailing address published on scheduler-systems.com. A notice is effective when received.

Notices to you may be given by email to the address associated with your account or by a conspicuous notice in the Services.

Cure periods. Except where these Terms expressly provide otherwise or where the breach is incapable of cure, a party may terminate these Terms for the other party's material breach only after giving written notice of the breach and allowing the breaching party: (a) thirty (30) days to cure a payment breach, or (b) fourteen (14) days to cure any other material breach. Scheduler Systems may suspend the Services immediately, without a cure period, if your use of the Services poses a security, legal, or integrity risk to Scheduler Systems, its users, or its subprocessors.

28 Export Control and Sanctions

In plain English: you must not use the Services if you are in a sanctioned country or on a sanctions list, and you must not use the Services to help build weapons.

The Services and any software made available through the Services may be subject to export-control and sanctions laws of Israel, the United States, and other jurisdictions (including the Israeli Defense Export Control Law and the U.S. Export Administration Regulations).

You represent and warrant that: (a) you are not located in, under the control of, or a national or resident of any country or territory subject to a comprehensive trade embargo by Israel or the United States; (b) you are not listed on any restricted-party list maintained by the Government of Israel, the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce's Bureau of Industry and Security, or any equivalent authority; and (c) you will not use the Services to export, re-export, or transfer any software, data, or technology in violation of applicable export-control or sanctions laws.

You will not use the Services for any purpose prohibited by applicable law, including the development of weapons of mass destruction or for use in any activity for which export-license approval has been denied.

29 Confidentiality

Each party may share with the other information that is marked or reasonably understood to be confidential, including Scheduler Systems' non-public technical, product, and business information and your non-public code, configuration, prompts, credentials, and agent outputs ("Confidential Information"). Your Content and Credentials are your Confidential Information. Scheduler Systems' non-public materials shared with you are Scheduler Systems' Confidential Information.

The receiving party will: (a) use the disclosing party's Confidential Information only as necessary to exercise its rights and perform its obligations under these Terms; (b) protect it using at least the same degree of care it uses to protect its own Confidential Information of similar sensitivity, and no less than reasonable care; and (c) not disclose it to any third party other than its employees, contractors, and subprocessors who have a need to know and are bound by confidentiality obligations at least as protective as those in this Section.

Confidential Information does not include information that: (i) is or becomes publicly known through no breach of these Terms; (ii) was rightfully in the receiving party's possession before disclosure, without a duty of confidentiality; (iii) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; or (iv) is rightfully received from a third party without a duty of confidentiality.

A receiving party may disclose Confidential Information to the extent required by law or valid legal process, provided that, where legally permitted, the receiving party gives the disclosing party prompt written notice and reasonable cooperation to seek a protective order or similar relief.

Upon termination of these Terms, each party will, at the disclosing party's request, return or destroy the disclosing party's Confidential Information in its possession, except for copies retained in automated backup systems subject to the receiving party's standard retention schedule or as required by law. The receiving party's confidentiality obligations continue for three (3) years after termination, and indefinitely for trade secrets.