## Terms of Service

Last updated: 3/17/24

Welcome to TrialMind by Keiji Al! These terms of service ("Terms") govern your use of the TrialMind application, websites, services, and software (collectively, the "Service") provided by **Keiji Al Inc.** ("Company", "we", "us", or "our"). By accessing or using our Service, you agree to be bound by these Terms and our Privacy Policy. If you do not agree with any part of these Terms, you may not use our Service.

# 1. Acceptance of Terms

By creating an account, downloading our software, or accessing our Service, you confirm that you have read, understood, and agreed to these Terms and our Privacy Policy. If you are using our Service on behalf of an organization or entity, you represent and warrant that you have the authority to agree to these Terms on their behalf.

### 2. Changes to Terms

We reserve the right to modify or replace these Terms at any time at our sole discretion. We will provide notice of any significant changes by posting the new Terms on our Service and updating the "Last updated" date. Your continued use of the Service after any changes become effective constitutes your acceptance of the new Terms.

#### 3. Use of Service

#### a. Eligibility

You must be at least 18 years old to use our Service. By agreeing to these Terms, you represent and warrant that you meet this age requirement.

# b. Account Registration

To access certain features of our Service, you may be required to create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

#### c. User Conduct

You are responsible for all activities that occur under your account. You agree not to use the Service to:

- Violate any laws or regulations.
- Infringe the intellectual property rights or violate the privacy rights of others.

- Transmit any harmful, fraudulent, defamatory, obscene, or otherwise objectionable content.
- Introduce malicious software or attempt to gain unauthorized access to our systems.
- Engage in any activity that interferes with or disrupts the Service.

### 4. Intellectual Property

All intellectual property rights in the Service and its content, including trademarks, logos, and software, are owned by us or our licensors. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to use the Service for your personal, non-commercial use.

### 5. Third-Party Services

Our Service may include links to third-party websites or services that are not owned or controlled by us. We are not responsible for the content, policies, or practices of any third-party websites or services.

#### 6. Termination

We may terminate or suspend your account and access to the Service immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach these Terms.

#### 7. Disclaimers

The Service is provided on an "AS IS" and "AS AVAILABLE" basis. We disclaim all warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

# 8. Limitation of Liability

In no event shall we be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the Service.

# 9. Governing Law

These Terms shall be governed and construed in accordance with the laws of the state of Delaware, without regard to its conflict of law provisions.

#### 10. Contact Us

If you have any questions about these Terms, please contact us at benjamin@keiji.ai.