

Terms of Service

By using the <https://sciple.ai> web site (“Service”), or any services of Sciple AI AB, a Swedish limited liability legal entity with organization number 559294-5496 (“Sciple.ai”), you are agreeing to be bound by the following terms and conditions (“Terms of Service” or “Agreement”).

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, ITS AFFILIATES AND ALL USERS WHO ACCESS OUR SERVICES THROUGH YOUR ACCOUNT TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY, ITS AFFILIATES AND USERS ASSOCIATED WITH IT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

If Sciple.ai makes material changes to these Terms, we will notify you by email or by posting a notice on our site before the changes are effective. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.

Violation of any of the terms below will result in the termination of your account. While Sciple.ai prohibits any wrongful, illegal or unauthorized conduct as well as any violation of content on the Service, you understand and agree that Sciple.ai cannot be responsible for the content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

I. General Conditions

Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis.

Support for Sciple.ai services is only available in English, via email.

You understand that Sciple.ai uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Sciple.ai, or any other Sciple.ai service.

You may use the Sciple.ai static hosting service solely as permitted and intended to host your organization pages, personal pages, or project pages, and for no other purpose. You may not use Sciple.ai pages in violation of Sciple.ai's trademark or other rights or in violation of applicable law. Sciple.ai reserves the right at all times to reclaim any Sciple.ai subdomain.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Sciple.ai.

We may, but have no obligation to, remove content and accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Sciple.ai customer, employee, member, or officer will result in immediate account termination.

You understand that the technical processing and transmission of the Service, including your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You must not upload, post, host, or transmit unsolicited email, SMSs, or “spam” messages.

You must not transmit any worms or viruses or any code of a destructive nature. If your bandwidth usage significantly exceeds the average bandwidth usage (as determined solely by Sciple.ai) of other Sciple.ai customers, we reserve the right to immediately disable your account or throttle your file hosting until you can reduce your bandwidth consumption.

Sciple.ai does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, and (v) any errors in the Service will be corrected.

You expressly understand and agree that Sciple.ai shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses (even if Sciple.ai has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service; (ii) the cost of procurement of substitute goods and

services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third-party on the Service; (v) or any other matter relating to the Service.

The failure of Sciple.ai to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision.

Unless a written contract has been signed, the Terms of Service constitute the entire agreement between you and Sciple.ai and govern your use of the Service, superseding any prior agreements between you and Sciple.ai (including, but not limited to, any prior versions of the Terms of Service).

You agree that these Terms of Service and your use of the Service are governed by the laws of Norway, and that any disputes arising will be subject to the exclusive jurisdiction of the courts of Oslo, Norway.

II. Account Terms

You must be 13 years or older to use this Service.

You must be a human. Accounts registered by “bots” or other automated methods are not permitted.

You must provide your name, a valid email address, and any other information requested in order to complete the signup process.

Your login may only be used by one person. A single login shared by multiple people is not permitted. You may create separate logins for as many people as your plan allows.

You are responsible for maintaining the security of your account and password. Sciple.ai cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

You are responsible for all content posted and activity that occurs under your account (even when content is posted by others who have accounts under your account).

One person or legal entity may not maintain more than one free account.

You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright or trademark laws).

III. API Terms

Customers may access their Sciple.ai account data via an API (Application Program Interface). Any use of the API, including use of the API through a third-party product that accesses Sciple.ai, is bound by these Terms of Service plus the following specific terms:

You expressly understand and agree that Sciple.ai shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Sciple.ai has been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API.

Abuse or excessively frequent requests to Sciple.ai via the API may result in the temporary or permanent suspension of your account's access to the API. Sciple.ai, in its sole discretion, will determine abuse or excessive

usage of the API. Sciple.ai will make a reasonable attempt via email to warn the account owner prior to suspension.

Sciple.ai reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice.

IV. Payment, Refunds, Upgrading and Downgrading Terms

All paid plans must enter a valid payment account. Free accounts are not required to provide payment account information.

An upgrade from the free plan to any paying plan will immediately bill you.

For monthly payment plans, the Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. For any upgrade or downgrade in plan level while on a monthly billing cycle, the credit card that you provided will automatically be charged the new rate on your next billing cycle.

When changing from a monthly billing cycle to an yearly billing cycle, Sciple.ai will bill for a full year at the next monthly billing date. For downgrades while on a yearly plan, Sciple.ai will immediately refund the difference in plan cost, prorated for the remaining time in your yearly billing cycle.

Downgrading your Service may cause the loss of content, features, or capacity of your account. Sciple.ai does not accept any liability for such loss.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

V. Termination of user accounts

1. Deleting your own account

You are solely responsible for properly deleting your account. Please note that we will not accept requests via the phone, mail, or by facsimile to delete your account.

You can delete your account at any time by clicking on the account link in the global navigation bar at the right top of your screen. The account screen provides “My information” bar, at the bottom of which a simple no questions asked “Delete” cancellation button is provided.

All of your content will be immediately deleted from the Service upon deletion. This information cannot be recovered once your account is deleted. If you delete your account before the end of your current paid up month, your deletion will take effect immediately and you will not be charged again.

2. Deleting of latent user accounts

“Latent users” are users who have not taken any Service significant action (hereby called “User activity”) within the last 2 years.

“User activity” is each activity that is essential to the Service we provide and to what it does – helping scientist optimize their research processes. Example of such User activities include but are not limited to: creating a

science map, visiting a science map, creating a focus study, visiting a focus study, creating a bookmark, visiting a bookmarked map or paper, etc. Most actions in the Service are considered User activity, but there are few exceptions, such as user authentication (i.e. login) and browsing user dashboard. We believe that those two are not essential to the Service and what it does, that is why they are excluded from that category.

In case your account becomes a Latent user account, we may delete it, unless you take any User activity action, as described above. We will notify you automatically 30 days, 5 days and 1 day prior the deletion date and time. If no User activity is registered after the notifications your data will be downloaded and sent to you via email and afterwards deleted from our servers.

3. Other cases of deleting user accounts by Sciple.ai

Sciple.ai, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Sciple.ai service, for any reason at any time (for example, including but not limited to law infringement, fraudulent actions, etc.). Such suspension or termination of the Service will result in the deactivation or deletion of your account or your access to your account, and the forfeiture and relinquishment of all content in your account. Sciple.ai reserves the right to refuse service to anyone for any reason at any time.

In the event that Sciple.ai takes action to suspend or terminate an account, we will make a reasonable effort to provide the affected account owner with a copy of their account contents upon request, unless the account was suspended or terminated due to unlawful conduct.

VI. Modifications to the Service and Prices

Sciple.ai reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

Prices of all Services, including but not limited to monthly and yearly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by email or posting the changes to the Service itself.

Sciple.ai shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

VII. Copyright and Content Ownership

We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours and you are solely liable for not infringing the intellectual property of any third-party. However, all training datasets generated in the Service belong to Sciple.ai.

Sciple.ai does not pre-screen content, but Sciple.ai and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service.

You shall provide Sciple.ai with all the necessary assistance, support, information and documentation, at your own expense, in cases when against Sciple.ai there is any claim, demand, suit or proceeding made or brought against Sciple.ai by a third-party alleging that your content, or your use of the Service in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third-party or violates

applicable law, and shall indemnify Sciple.ai for any damages finally awarded against, and for reasonable attorney's fees incurred by Sciple.ai in connection with any such claim, demand, suit or proceeding. Provided that Sciple.ai (a) promptly gives you written notice of the claim, demand, suit or proceeding; (b) gives you all the information of the defense and settlement of the claim, demand, suit or proceeding and you do not provide to Sciple.ai all the reasonable assistance, support, information and documentation, you waive all your demands with regards to the amount of the damages and/or attorney's fees incurred by Sciple.ai, and you shall be considered liable and indemnify Sciple.ai for the whole amount.

You may not settle any claim, demand, suit or proceeding made or brought against Sciple.ai by a third-party alleging that your content, or your use of the Service in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third-party or violates applicable law unless the settlement unconditionally releases Sciple.ai of all liability.

The look and feel of the Service is copyright of Sciple.ai. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from Sciple.ai.

VIII. Processing of personal data

Sciple AB, reg. nr. 559294-5496, Sweden, is the data controller for collecting, registration, assembling, storing and possible disclosure of personal data in relation to your use of the Service.

Sciple.ai processes those personal data that are necessary to fulfil the conditions in the Service agreement as set out herein, cf. the General Data Protection Regulation, GDPR

For more detailed information about Sciple.ai's processing of personal data you can check our [Privacy Policy](#).

IX. Changes

We may periodically update this Privacy Policy, as we will publish the updates on the Website. If the changes in the Privacy Policy are important and substantially alter the rules on data protection, we will further notify you through other means we find applicable, such as email or notice, before the changes come into force.

Questions about the Terms of Service should be sent to info@Sciple.ai.