

## Predilytics Inc. Terms of Service

Last Updated: January 26, 2026

Welcome, and thank you for your interest in Predilytics Inc. (“Predilytics,” “we,” “us,” or “our”). These Terms of Service (“Terms”) govern your access to and use of our websites, applications, dashboards, APIs, documentation, software, predictive systems, analytics tools, and related services (collectively, the “Services”).

These Terms constitute a legally binding agreement between you and Predilytics. By clicking “I Accept,” creating an account, or otherwise accessing or using the Services, you agree to be bound by these Terms and our Privacy Policy, which is incorporated by reference.

**IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SERVICES.**

### 1. OVERVIEW OF THE SERVICES

Predilytics provides software services for data ingestion, analysis, modeling, prediction, monitoring, automation, and related workflows. The Services may generate outputs derived from automated systems, machine learning models, statistical methods, or experimental features.

You acknowledge that outputs may be probabilistic, incomplete, inaccurate, or based on assumptions, and are provided for informational purposes only. The Services do not provide legal, financial, medical, or professional advice.

### 2. ELIGIBILITY AND AUTHORITY

You must be at least eighteen (18) years old to use the Services. By using the Services, you represent and warrant that you are legally capable of entering into these Terms and that your use complies with all applicable laws.

If you use the Services on behalf of an organization, you represent and warrant that you have authority to bind that organization to these Terms.

### 3. ACCOUNTS AND SECURITY

Certain features of the Services require registration. You agree to provide accurate, current, and complete information and to keep it up to date.

You are solely responsible for maintaining the confidentiality of your credentials and for all activity occurring under your account. Predilytics is not responsible for unauthorized access resulting from your failure to secure your account.

#### **4. FEES, BILLING, AND TAXES**

Some Services require payment of fees, including subscription fees, usage-based fees, overage fees, or other charges disclosed at the time of purchase.

All fees are stated in U.S. dollars unless otherwise specified and are exclusive of taxes. You are responsible for all applicable taxes.

You authorize Predilytics and its third-party payment processors to charge your selected payment method for all fees incurred.

#### **5. USAGE-BASED SERVICES**

Certain Services are billed based on usage metrics such as API calls, data volume, compute usage, storage, or other measurable criteria.

Usage is measured by Predilytics' systems and records, which are final and binding. You are responsible for monitoring usage and associated costs.

Predilytics is not responsible for excess charges caused by configuration errors, misuse, unexpected activity, or third-party integrations.

#### **6. SUBSCRIPTIONS, CANCELLATION, AND REFUNDS**

##### **Subscriptions**

Some Services are offered on a recurring subscription basis and automatically renew unless canceled before the renewal date.

You may cancel your subscription at any time. Cancellation will take effect at the end of the current billing period unless otherwise stated.

##### **Refunds**

**ALL FEES ARE NON-REFUNDABLE**, including subscription fees, usage-based charges, overage fees, and prepaid amounts, except where required by applicable law or expressly authorized by Predilytics in writing.

We do not provide refunds or credits for partial billing periods, unused Services, mistaken usage, configuration errors, dissatisfaction with outputs, or changes in business needs.

Predilytics may, at its sole discretion, issue refunds or credits in exceptional circumstances. Any such action does not create an obligation to issue refunds in the future.

#### **7. BETA AND EXPERIMENTAL FEATURES**

The Services may include beta, experimental, or preview features. These features are provided "as is," may be modified or discontinued at any time, and may contain defects or inaccuracies. Use of beta features is at your own risk.

## **8. LICENSE AND ACCEPTABLE USE**

Subject to your compliance with these Terms, Predilytics grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services for your internal business or personal purposes.

You may not:

Reverse engineer, decompile, or attempt to extract source code;

Circumvent usage limits, security features, or access controls;

Use the Services to violate laws or third-party rights;

Develop, benchmark, or offer competing products using the Services;

Sell, resell, lease, sublicense, or transfer the Services without authorization.

## **9. OWNERSHIP AND PROPRIETARY RIGHTS**

The Services, including all software, algorithms, models, interfaces, workflows, designs, documentation, code (source and object), outputs, and other materials (collectively, the "Materials"), are owned by Predilytics or its licensors and are protected by intellectual property and other laws.

Except for the limited license expressly granted in these Terms, no rights are granted to you. Predilytics retains all right, title, and interest in and to the Services and Materials, including all intellectual property rights.

You acquire no ownership interest in the Services, Materials, or any improvements, derivatives, or modifications thereof.

## **10. USER CONTENT AND DATA**

You retain ownership of data you submit to the Services. You grant Predilytics a worldwide, royalty-free, sublicensable license to host, process, transmit, analyze, and modify such data solely to operate, secure, and improve the Services.

You represent that you have all rights necessary to submit such data and that your data does not violate applicable laws or third-party rights.

## **11. AUTOMATED PROCESSING AND OUTPUTS**

The Services may generate outputs automatically without human review. You are solely responsible for reviewing outputs before relying on them.

Predilytics makes no representations regarding the accuracy, completeness, or suitability of outputs.

## **12. THIRD-PARTY SERVICES**

The Services may integrate with or link to third-party services. Predilytics does not control and is not responsible for third-party services or their terms.

## **13. FEEDBACK**

You grant Predilytics a perpetual, irrevocable, royalty-free right to use any feedback you provide for any purpose.

## **14. SUSPENSION AND TERMINATION**

Predilytics may suspend or terminate your access at any time for any reason, including nonpayment or misuse. Upon termination, all licenses granted to you will immediately terminate.

## **15. DISCLAIMERS**

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.”

PREDILYTICS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **16. LIMITATION OF LIABILITY**

To the maximum extent permitted by law, Predilytics shall not be liable for indirect, incidental, special, consequential, or punitive damages.

Predilytics’ total liability shall not exceed the amount paid by you in the twelve (12) months preceding the event giving rise to the claim.

## **17. INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless Predilytics from claims arising from your use of the Services, violation of these Terms, or infringement of third-party rights.

## **18. GOVERNING LAW AND VENUE**

These Terms are governed by the laws of the State of California. Any dispute shall be resolved exclusively in state or federal courts located in California.

## **19. CHANGES TO THESE TERMS**

We may modify these Terms at any time. Continued use of the Services constitutes acceptance of the revised Terms.

## **20. CONTACT INFORMATION**

[support@predilyticsinc.com](mailto:support@predilyticsinc.com)