

Terms of Service

Last Updated: 6 October 2025

IMPORTANT NOTICE: THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER THAT APPLY TO ALL CLAIMS BROUGHT AGAINST JASNAH. THEY AFFECT YOUR LEGAL RIGHTS AS DETAILED IN THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER SECTIONS BELOW. BY ACCEPTING THESE TERMS, YOU AGREE TO BE BOUND BY THE ARBITRATION PROVISION AND CLASS ACTION WAIVER CONTAINED IN THOSE SECTIONS. PLEASE READ IT CAREFULLY.

Welcome to our private artificial intelligence ("AI") service, provided by Jasnah Inc., a Delaware corporation ("**Jasnah**", "**we**", "**us**" or "**our**"). These Terms of Service ("**Terms**") govern your use of our private AI chat interface, applications, APIs, and related services (collectively, the "**Services**"). We are committed to providing a fully private AI experience operated in a secure, isolated environment.

Privacy Commitment: We do not use your Content (as defined below) to train, retrain, or fine-tune our models. We process Content only to provide and secure the Services, troubleshoot issues, comply with law, and enforce these Terms. We do not sell your personal information.

Confidential Computing. Inputs and Outputs are encrypted during transit and at rest. During inference, they are decrypted only within an attested hardware enclave (a trusted execution environment or TEE). This TEE is designed to technically prevent access by our personnel and cloud operators. We retain limited operational metadata (e.g., timestamps, usage volumes, IP/agent) solely for billing, abuse prevention, and compliance. We do not store plaintext Content outside the enclave unless you or your organization chooses to do so, or if we are legally obligated to preserve it.

1. Agreement to Terms

By accessing or using our Services, you agree to be bound by these Terms and any additional terms we may provide for specific features. Our Privacy Policy is incorporated and forms part of these terms. If you are using the Services on behalf of an organization, you represent that you have the authority to bind that organization to these Terms. If you do not agree with any part of these Terms or don't want us to handle your information as set forth in our Privacy Policy, you must not use the Services.

These Terms constitute the entire agreement between you and us regarding the Services and supersede any prior agreements.

All references to "you" or "your," as applicable, mean the person who accesses or uses the Services in any manner, and each of your heirs, assigns, and successors. If you use the Services on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that entity to these Terms, your acceptance of the Terms will be deemed an acceptance by that entity, and "you" and "your" herein shall refer to that entity.

We reserve the right to change or update these Terms from time to time at our sole discretion. Except for changes to Section 12 which provides for binding arbitration, we reserve the right, at our discretion, to change, modify, add, or remove portions of these Terms any time by posting the amended Terms here with an updated "Last Updated" date above. Please review the Terms frequently for any changes. If the changes include material changes that affect your rights or obligations, we will notify you of the changes by reasonable means, which could include notification through the Service or via email. Your continued use of the Services following the effective date of any changes to these Terms constitutes acceptance of those changes. If you do not agree to the new Terms, you may not use the Services.

2. Who Can Use Our Services

Eligibility Requirements

- You must be at least 13 years old to use our Services, or the minimum age required in your country to consent to use the Services.
- If you are under 18 (or the age of majority in your state or province of residence), you must have the permission of a parent or legal guardian to use the Services and accept these Terms on your behalf.
- Certain features, such as paid subscriptions or API access, may require you to be at least 18 years old.
- You represent and warrant that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in these Terms or in the performance of such obligations will place you in breach of any other contract or obligation.
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Account Registration

- You must provide accurate, current, and complete information during registration and keep it updated.
- You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.
- You may not share your account credentials or make your account available to others.
- You may not maintain multiple free accounts for the same individual.
- In creating an account, you represent and warrant that:
 - you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country
 - you are not on any list of individuals prohibited from conducting business with the United States (for example, the U.S. Treasury Department's list of Specially Designated Nationals or any similar government agency list) nor do you face any other similar prohibition), and
 - you are not prohibited by law from using our Services.

Corporate Accounts

If you register an account using an email address owned by an organization (e.g., your employer), that organization may assume administrative control over your account. The organization's administrator may access content associated with the account or restrict your access.

3. Privacy and Security

Your Content is Private

- We do not train our models on your private content under any circumstances.
- Because all Inputs and Outputs are processed inside an attested, hardware-isolated runtime, encrypted in transit and at rest and decrypted only within the enclave to perform inference, we are not able to read, log, or otherwise access your Content.

- Your Inputs and Outputs remain confidential and are processed solely to provide the Services to you, with end-to-end encryption ensuring Inputs and Outputs remain private during inference.

Trusted Execution Environment (TEE)

Our Services run in a secure, hardware-isolated environment to ensure the privacy and integrity of your data. This includes:

- NVIDIA GPU attestation for cryptographic verification of the processing environment.
- Intel Trust Domain Extensions (TDX) for hardware-based isolation and attestation.
- Cryptographic verification of model integrity to ensure untampered binaries and weights.
- Hardware-isolated memory that keeps your prompts and outputs encrypted in transit and at rest, preventing access by our personnel, cloud operators, or third parties.

You can verify these security measures through our Model Verification interface. The Model Verification interface attaches cryptographic proof to every interaction—including a fresh nonce, attestation evidence, and enclave quote—so you (or an automated checker or trusted third parties) can confirm that each prompt and response was processed inside the verified hardware enclave and that the model has not been altered or replaced. This allows you to rely on the integrity of the model and consistency of the Outputs without needing access to the model itself.. You may also independently verify attestations using publicly available tools from the hardware providers or integrated attestation explorers. We may update supported attestation mechanisms as hardware providers evolve.

Data Handling

We may collect and use aggregated, de-identified data (“**Usage Data**”) for operational purposes, such as maintaining service performance and compliance with laws, but this Usage Data does not include your private content. For more details on how we handle personal information, refer to our [Privacy Policy](#), which is incorporated by reference.

Security Incidents

We will notify you without undue delay of a security incident leading to accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of or access to Content, and will provide information to help you meet any legal obligations.

4. Using Our Services

Permitted Use

Subject to your compliance with these Terms, you may access and use the Services for lawful purposes, including:

- Personal communication and productivity.
- Research, education, and creative projects.
- Business applications, provided they do not violate these Terms.

Prohibited Use

You may not use the Services to:

- **Engage in illegal, harmful, or abusive activities, including any use that violates applicable laws, regulations, or ethical norms**

- **Infringe, misappropriate, or violate any rights of others**, including intellectual property, privacy, publicity or data protection rights.
- **Generate or disseminate harmful content**, including, but not limited to:
 - Content that sexualizes minors or exploits vulnerable populations.
 - Content that, encourages self-harm, suicide, eating disorders or other dangerous behaviours.
 - Content that incites or glorifies violence, terrorism or organized criminal activity.
 - Content that facilitates threats involving weapons, malware, bio-hazards, or similar dangerous tools or substances.
- **Harass, defame, threaten, or discriminate** against individuals or groups based on race, gender, religion, sexual orientation, nationality or other protected characteristics.
- **Engage in automated or programmatic access to data or Outputs** outside of our published APIs and rate limits.
- **Reverse engineer, decompile, disassemble** any part of the Services or attempt to discover or extract the source code, model weights, proprietary algorithms, or underlying components, except for components we release under an OSI-approved open-source license.
- **Bypass, disable or interfere with protective measures**, including rate limits, content filters, security measures, audit systems or any other protective mitigations.
- **Mislead or manipulate**, including
 - Presenting AI-generated content as human-authored without clear disclosure, especially for deceptive purposes.
 - Using Services to impersonate individuals, fabricate evidence, or manipulate public discourse
- **Use Outputs to develop, train or fine-tune competing AI models or large-scale systems, unless expressly authorized..**
- **Disrupt, degrade, or overload the Services**, including through viruses, harmful code, denial-of-service attacks, or excessive usage.
- **Engage in unauthorized high-risk or resource activities**, such as:
 - Cryptocurrency mining, proof-of-work/stake computations, or
 - AI model training or reinforcement learning for external rewards without prior authorization.
 - Running proxy/VPN software, tunneling, or workloads earning financial rewards from third parties using free-tier resources.

- **Circumvent, falsify, or tamper with attestation or verification mechanisms**, such as model usage disclosures or system audits.
- **Use the Services to make legally significant or high-risk decisions about individuals** including those related to employment, housing, insurance, credit, or eligibility for public services, including creating or furnishing “consumer reports” unless you:
 - Have appropriate legal authority, and
 - Implement adequate human oversight, transparency, and safeguards, consistent with applicable laws in your jurisdiction (e.g., the EU AI Act).

You acknowledge that we are not a consumer reporting agency and do not provide consumer reports or credit assessment services.

We may monitor usage to enforce these rules and may block Content, suspend your access, or report any violations of these Terms by you to authorities as needed.

Software and Third-Party Components

The Services may include downloadable software that updates automatically.

Certain features of our Services may integrate third-party software, products or services (“**Third-Party Services**”) and some features may include output from those services (“**Third Party Output**”). Third-Party Services and Third-Party Output are subject to their own terms. We are not responsible for Third-Party Output, or the downtime, or compliance related thereto.

Any component explicitly released by Jasnah under an OSI-approved open-source licence is governed by that licence; these Terms do not restrict your rights in that code.

5. Content; Feedback

Your Content

You may provide inputs (e.g., questions, data, prompts, text, code, files, content or other information) to the Services (“**Input**”) and receive generated outputs that are based on such Input (“**Output**”). Input and Output are collectively “**Content**.”

- You shall own all right, title and interest in and to Input.
- As between you and us, and to the extent permitted by law, you own the Output.
- You are responsible for your Content, including ensuring it complies with applicable laws and does not violate these Terms. You represent and warrant that you have all necessary rights, licenses and permissions to use and provide Input to the Services.

Our Use of Content

We do not use your Content to train or improve our models. You grant us a limited, revocable, non-exclusive, worldwide license to use, host and process Content solely to provide, maintain, secure, and improve the functionality of the Services as provided to you, to comply with law, and to enforce these Terms. We do not disclose Content to third parties except to our subprocessors who are bound by written obligations of confidentiality and security, or as required by law.

Output Similarity

Due to the nature of AI, Outputs may not be unique, and similar Outputs may be generated for different users. We assign to you our rights, title and interest, if any, in and to the Output, subject to third-party rights and applicable law.

Accuracy and Appropriateness

AI-generated Output may be inaccurate, incomplete, misleading, biased, offensive, or otherwise unreliable. You agree to the following:

- **Independent Evaluation Required:** You are solely responsible for evaluating and verifying the Output for accuracy, appropriateness, legality, safety and suitability before using or sharing it.
- **No Reliance for Professional or Factual Purposes:** You will not treat Output as the sole and definitive source of truth, factual information, or a substitute for professional advice, including but not limited to., legal, medical, financial, or safety-critical decisions or technical guidance).
- **Not Representative of Our Views:** Output does not represent our views and may reference third parties without endorsement. We do not endorse, verify, or assume responsibility for any Output, and its presence does not reflect our views, values, or intentions.
- **No Decisions Impacting Individuals Without Oversight:** You agree not to use Output to make decisions that could materially affect the rights, opportunities, or welfare of individuals, including decisions related to:
 - Employment or hiring
 - Housing or accommodation
 - Credit, lending, or financial risk profiling,
 - Insurance, healthcare, or eligibility for public benefits
- **Not for Use in High-Risk or Safety-Critical Applications:** You may not use the Services in any context where a failure, inaccuracy, or misuse of Output could reasonably be expected to result in:
 - Death, personal injury, or physical harm;
 - Property damage or environmental harm;
 - Legal liability or regulatory violation.

The above includes, but is not limited to, use in autonomous vehicles, medical devices, life support systems, critical infrastructure, aviation, or weapon systems. Such uses are classified as high-risk under emerging AI regulations and must be subject to robust human oversight, fairness assessments, and legal compliance. The Services are not designed or authorized for such purposes.

Feedback

To the extent you submit any ideas, suggestions, proposals, plans, or other materials related to our business (“**Feedback**”), you acknowledge and agree that you are submitting that Feedback at your own risk and that we have no obligation (including of confidentiality or privacy) with respect to your Feedback. Any Feedback will be considered non-confidential and non-proprietary to you. By submitting the Feedback, you grant to us a non-exclusive, royalty-free, fully paid, unlimited, worldwide, sublicensable (through multiple tiers of sublicenses), perpetual, and irrevocable license, in any and all manner and media, whether now known or hereinafter invented or devised, to reproduce, license, distribute, modify, adapt, publicly perform, publicly display, create derivative works of (for example, translations, adaptations, or other changes), and otherwise use and exploit in any manner (including commercially), any and all Feedback, without compensation to you. You hereby waive any and all moral rights or “droit moral” that you may have in Feedback, and you represent and warrant that no third party has any moral, “droit moral” or other rights in the Feedback.

6. Intellectual Property Rights

As between you and us, we (and our licensors, as applicable) own all right, title and interest in and to the Services. We grant you a non-exclusive, non-transferable and revocable limited license to access and use the Services consistent with these Terms. Any rights not expressly granted herein are reserved by us and our licensors.

Our trademarks, logos and service names included in the Services, and the overall look and feel of the Services, including page headers, graphics, icons, and scripts, are trademarks and/or the property of Jasnah and may not be copied, imitated or used, in whole or in part, without our prior written permission.

7. Fees and Payments

Subscription Tiers

In order to access certain parts of the Services, we may charge a subscription fee, and such fees will be made clear during the ordering process. We may offer various tiers with different features, usage limits, and pricing which will be displayed during registration or purchase. Some Services may be available on a free or trial basis with limitations.

WHEN YOU PURCHASE A SUBSCRIPTION, YOU UNDERSTAND THAT YOU ARE ENROLLING INTO AN AUTOMATICALLY-RENEWING SUBSCRIPTION REQUIRING A RECURRING PAYMENT PLAN. UNLESS OTHERWISE STATED WHEN YOU ENROLL, AND SUBJECT TO APPLICABLE LAW, AFTER YOUR INITIAL SUBSCRIPTION PERIOD ENDS, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW UNLESS YOU CANCEL YOUR SUBSCRIPTION.

Billing

- If you have subscribed to our Services, subscriptions renew automatically on a periodic basis until canceled. We will present clear renewal terms at checkout and send a renewal reminder for annual plans as required by law. You can cancel at any time in-app or by contacting support; cancellations take effect at the end of the then-current billing cycle. If required by law (e.g., EU/UK cooling-off for digital services), we provide applicable withdrawal rights).
- You must provide complete and accurate billing information, including a valid payment method.
- By providing us with your payment method, you (i) represent that you are authorized and have the legal right to use the payment method you provided and that any payment information you provide is true and accurate, (ii) authorize use to charge the payment method you provided (including any subsequently added, or updated, payment methods) and retain such payment method information, (iii) when applicable, receive and use updated payment card information from the financial institution that has issued any payment method associated with your account, and (iv) authorize us to charge you on a recurring basis upon each periodic renewal for any subscriptions you chose when making a purchase, unless you cancel the subscription.
- Payments may be processed through our authorized third-party payment processing platforms and such payments are subject to the terms and conditions applicable to such third-party payment processors; we are not responsible for their errors or breaches.
- Payments are non-refundable except where required by law.
- We may change subscription terms (including prices or tiers) with at least 30 days' notice, effective on your next renewal (you may cancel beforehand). If you cancel your subscription, you cancel only future charges associated with your subscription and you will continue to have access to the Services until the end of your then-current subscription term.
- We may choose in our sole discretion to add, modify, or remove benefits and features from a subscription. Your continued use of the Services after the changes become effective will constitute your acceptance of the changes. If you do not wish to continue subscribing with the new fees or features, you may cancel your subscription. If you accept the new subscription, its terms and conditions will apply for that renewal and all renewals going forward.
- You are responsible for all applicable taxes.

Failure to pay, including, without limitation, for payment method expiration or our inability to successfully charge your designated payment method, may result in suspension or downgrade of your account.

7. Termination and Suspension

Your Rights

You may stop using the Services and close your account at any time.

Our Rights

We may suspend or terminate your access if:

- You violate these Terms or our policies.
- We are required to do so by law.
- Your use poses a risk or harm to us, other users, or the Services.
- Your free account is inactive for over 12 months (we will provide notice).

Upon termination, you must cease using the Services, and we may delete your Content after a reasonable retention period for legal compliance.

Appeals

If you believe your account was suspended or terminated in error, contact support@near.ai to appeal.

8. Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WE DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, ACCURACY, RELIABILITY, AND UNINTERRUPTED OPERATION. WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, SECURE, OR FREE FROM VIRUSES OR HARMFUL COMPONENTS.

YOU USE THE SERVICES AND ANY OUTPUT AT YOUR OWN RISK AND AGREE NOT TO RELY ON THEM AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR OUR AFFILIATES, SUPPLIERS, OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, GOODWILL, DATA, OR USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE GREATER OF THE FEES YOU PAID TO US IN THE 12 MONTHS PRECEDING THE CLAIM OR \$500.

THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY AND EVEN IF A REMEDY FAILS ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO THEY MAY NOT APPLY TO YOU.

10. Indemnity

You agree to indemnify, defend, and hold harmless us, our affiliates, and our personnel from and against any claims, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or relating to your Content, your use of the Services and any Output generated, or your violation of these Terms, the rights of any third party, or applicable laws.

11. Regional Terms.

If you are located in the EEA, UK, or Switzerland, additional terms apply, including information about the data controller, lawful bases, and cross-border transfers (Standard Contractual Clauses/IDTA).

Definition of European Consumer. A “European Consumer” means a natural person using the Service for purposes wholly or mainly outside their trade, business, craft or profession and who is resident in the EEA, the United Kingdom, or Switzerland.

Governing Law & Forum. For European Consumers, these Terms are governed by the mandatory consumer laws of your country of residence, and you may bring proceedings in the courts of your domicile.

Arbitration Inapplicable. For European Consumers, Arbitration (Agreement to Arbitrate) and Class Action and Jury Trial Waiver do not apply.

Out-of-Court Options. This clause does not affect your right to use any statutory out-of-court dispute resolution scheme available in your country (including the EU online dispute-resolution platform, where applicable).

No Prejudice to Consumer Rights. Nothing in these Terms limits your non-waivable rights under applicable consumer law.

For users in the EEA, we apply the GDPR ‘digital consent age’ (default 16, subject to local law between 13–16). For UK users, the age is 13.

12. Dispute Resolution

Informal Resolution

Before initiating any formal proceedings, you and we agree to attempt to resolve disputes informally in good faith for at least 60 days. You may initiate this by sending written notice to our support team describing the dispute.

Arbitration

If a dispute remains unresolved, it will be settled by final and binding arbitration under the rules of the American Arbitration Association (AAA), conducted by a single arbitrator. Arbitration will be held in Wilmington, Delaware, or via videoconference if possible. You may opt out of arbitration within 30 days of account creation or material changes to this section by contacting our support team.

The Federal Arbitration Act governs these provisions. Exceptions include small claims court actions and requests for injunctive relief related to intellectual property.

Class Action and Jury Trial Waiver

Disputes must be brought on an individual basis only. You and we waive any right to participate in class actions, class arbitrations, or representative actions. Jury trials are waived for any disputes. If you reside in the EEA, UK or Switzerland, the Arbitration and Class Action Waiver do not apply; disputes may be brought in your local courts.

Batch Arbitration

If 25 or more similar claims are filed by the same or similar counsel within 90 days, they will be administered in batches of up to 50 claimants each under AAA rules.

If any part of this section is unenforceable, the remainder remains in effect, except that class or representative actions would render the entire section unenforceable.

13. General Terms

Changes to Terms

We may update these Terms from time to time. For material changes that adversely affect you, we will provide at least 30 days' advance notice via email or in-product notification. Continued use after the effective date constitutes acceptance. Non-material changes take effect immediately upon posting.

Governing Law

These Terms are governed by the laws of the State of Delaware, without regard to its conflict of laws principles. Except as provided in the Dispute Resolution section, any claims will be brought exclusively in the state or federal courts located in Delaware.

Severability and Waiver

If any provision of these Terms is found invalid or unenforceable, it will be enforced to the maximum extent permissible, and the remaining provisions will remain in full effect. Our failure to enforce any right or provision is not a waiver of future enforcement.

Assignment

You may not assign or transfer these Terms without our prior written consent. We may assign or transfer them to affiliates or in connection with a merger, acquisition, or sale of assets.

Trade Controls

You must comply with all applicable trade laws, including U.S. export controls and sanctions. The Services may not be used in embargoed countries or by prohibited entities.

Force Majeure

Neither party will be liable for delays or failures caused by events beyond reasonable control, such as natural disasters, wars, or pandemics.

Entire Agreement

These Terms constitute the entire agreement between you and Jasnah and govern your use of the Services, superseding any prior agreements between you and Jasnah with respect to the Services. You also may be subject to additional terms and conditions that may apply when you use Third-Party Services.

Contact

For questions about these Terms, security issues, or account support, please contact our support team at **support@near.ai**.