# Terms of Service

## Effective Date: August 19, 2025

Welcome to our private AI service, provided by Jasnah Inc., a Delaware corporation. 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 (Inputs or Outputs) (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.** Prompts and outputs are encrypted in transit and at rest. During inference, they are decrypted only inside an attested hardware enclave that is designed to prevent access by our personnel and cloud operators. We maintain limited operational metadata (e.g., timestamps, usage volumes, IP/agent) for billing, abuse prevention, and compliance. We do not retain plaintext Content outside the enclave unless you or your organization chooses to store it or we are legally required to preserve it.

**Limited Exceptions.** In rare cases, we may access Content if (i) you or your organization explicitly request support; (ii) required by applicable law or valid legal process; or (iii) necessary to investigate abuse affecting the security or integrity of the Services. We log and minimize such access and, where lawful, provide notice.

## 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. 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, you must not use the Services.

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

## 2. Who Can Use Our Services

### Age Requirements

- You must be at least 13 years old to use our Services.
- If you are under 18, 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.

### 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.

## 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. We will notify you if this occurs, and 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 prompts 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 prompts and data remain private during inference.

### Trusted Execution Environment

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) can confirm that each prompt and response was processed inside the verified hardware enclave. 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 for operational purposes, such as maintaining service performance and compliance with laws, but this 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 anyone's rights of others**, including intellectual property, privacy, publicity or data protection rights.
- **Generate or disseminate harmful content**, including
  - 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 activitie**s, 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 access, or report violations to authorities as needed.

### Software and Third-Party Components

The Services may include downloadable software that updates automatically. Certain features may integrate third-party services, which are subject to their own terms. We are not responsible for third-party output, downtime, or compliance.

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


### 5. Content

### Your Content

You may provide inputs (e.g., text, code, files) to the Services ("**Input**") and receive generated outputs ("**Output**"). Input and Output are collectively "**Content**."

- You retain all ownership rights to your Input.
- As between you and us, and to the extent permitted by law, you own the Output generated specifically for you.
- You are responsible for your Content, including ensuring it complies with applicable laws and does not violate these Terms.

### Our Use of Content

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

## Content Similarity

Due to the probabilistic nature of AI, Outputs may not be unique, and similar Outputs may be generated for different users. We assign to you our rights in the Output generated for you, 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:

- **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).
- **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 Oversigh**t: 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
  - The Services are not intended for high-risk activities where failure could lead to death, injury, or significant harm.
  - 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.
- **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.

  This includes but is not limited to use in autonomous vehicles, medical devices, life support systems, critical infrastructure, aviation, or weapon systems.

**6. Fees and Payments**

**Subscription Tiers**

We offer various tiers with different features, usage limits, and pricing, displayed during registration or purchase. Some Services may be available on a free or trial basis with limitations.

**Billing**

- 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.
- Payments may be processed through third-party platforms; we are not responsible for their errors or breaches.
- Payments are non-refundable except where required by law.
- We may change prices or tiers with at least 30 days' notice, effective on your next renewal (you may cancel beforehand).
- You are responsible for all applicable taxes.

Failure to pay 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 our support team 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, or your violation of these Terms 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). Your mandatory consumer rights are not affected.

## 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.

### 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.

**Contact**

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