

## **PRACTICL AI Terms of Service**

These Terms of Service ("Agreement") govern access to and use of the PRACTICL AI platform (the "Platform") operated by PRACTICL AI, a Delaware incorporated company (the "Company"). By accessing or using the Platform, the customer ("Customer") agrees to be bound by this Agreement. If you do not agree to these terms, you must not access or use the Platform. The Customer and the Company are also each referred to in this Agreement as a "party", and together, the "parties".

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### **1. Access and Use of the Platform**

#### **1.1 Eligibility**

Use of the Platform is restricted to legal entities and individuals who are at least 18 years old and authorized to form legally binding contracts. By registering to use the Platform, the Customer represents and warrants that they meet these requirements.

#### **1.2 Account Registration and Security**

Customers must register for an account to access the Platform. Customers agree to:

- Provide accurate, current, and complete information during the registration process;
- Maintain the security and confidentiality of their account credentials; and
- Notify the Company immediately of any unauthorized use or security breach.

#### **1.3 Self-Pay and Self-Service Model**

The Platform operates on a subscription-based or pay-per-use basis as specified in the Pricing Page. Customers agree to timely payment of all applicable fees. Failure to pay may result in suspension or termination of access.

#### **1.4 License Grant**

Subject to the terms of this Agreement, the Company grants the Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Platform solely for its internal business purposes.

#### **1.5 Acceptance of Terms**

Acceptance of these Terms is required via an online tick-box or similar mechanism prior to accessing the Platform. Continued use constitutes reaffirmation of agreement.

#### **1.6 Changes to the Platform**

The Company reserves the right to modify or discontinue, temporarily or permanently, the Platform or any part thereof with or without notice.

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### **2. Confidentiality**

#### **2.1 Definition of Confidential Information**

"Confidential Information" includes all non-public, proprietary, or sensitive information disclosed by either party, whether oral, written, or digital, and includes but is not limited to

business strategies, financial data, customer data, trade secrets, source code, and documentation.

## **2.2 Exclusions**

Confidential Information does not include information that:

- Is publicly known at the time of disclosure or becomes public through no fault of the receiving party;
- Is lawfully obtained from a third party without breach of confidentiality; or
- Is independently developed by the receiving party without reference to the disclosing party's information.

## **2.3 Obligations of Confidentiality**

Each party agrees to:

- Maintain the confidentiality of the other party's Confidential Information;
- Use such information solely to perform its obligations under this Agreement; and
- Prevent disclosure to unauthorized persons using reasonable care.

## **2.4 Compelled Disclosure**

If the receiving party is required by law or court order to disclose Confidential Information, it shall provide prompt notice (where legally permissible) and cooperate with reasonable efforts to seek protective treatment.

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## **3. Intellectual Property Rights (IPR)**

### **3.1 Background IPR**

All rights, title, and interest in the Platform, including its design, codebase, data structures, algorithms, documentation, trademarks, and any other pre-existing or independently developed materials by the Company, shall remain the exclusive property of the Company.

### **3.2 Foreground IPR**

All materials generated or developed by the Customer during use of the Platform, including playbooks, templates, annotations, and custom configurations, are owned exclusively by the Customer. The Company disclaims any claim to such content.

### **3.3 Usage Restrictions**

The Customer shall not:

- Modify, adapt, translate, or reverse engineer any part of the Platform;
- Rent, lease, sell, sublicense, or otherwise commercially exploit the Platform; or
- Use the Platform to build a similar or competitive product or service.

### **3.4 Feedback**

Feedback provided by the Customer may be used by the Company for any purpose without restriction or compensation, provided it does not contain Confidential Information.

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## 4. Data Protection and Compliance

### 4.1 GDPR Compliance

The Company complies with GDPR and acts as a data processor for Customer data. A Data Processing Agreement (DPA) is available and forms part of this Agreement when executed.

### 4.2 HIPAA Compliance

For Covered Entities or Business Associates, the Company supports HIPAA compliance and will enter into a Business Associate Agreement (BAA) upon request.

### 4.3 Data Ownership and Use

Customer retains all rights, title, and interest in its data. The Company will not access or use Customer data except:

- To provide and improve the Platform;
- As directed by the Customer; or
- As required by law.

### 4.4 Data Location and Transfers

Customer data may be stored and processed in the United States or other jurisdictions, subject to appropriate legal safeguards.

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## 5. Security Measures

The Company implements and maintains robust security practices aligned with ISO 27001 and SOC 2 standards, including:

- **Encryption:** AES-256 encryption for data at rest; TLS 1.2+ for data in transit;
  - **Access Controls:** Role-based access, minimum privilege principles, multi-factor authentication;
  - **Incident Response:** 24/7 monitoring, incident escalation protocols, post-incident reviews;
  - **Audit and Compliance:** Regular third-party security audits, vulnerability scans, and security assessments;
  - **Personnel Practices:** Background checks, confidentiality agreements, and security training for staff.
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## 6. Customer Obligations

6.1 Customer shall:

- Use the Platform in accordance with applicable laws and this Agreement;
- Maintain the confidentiality and integrity of its access credentials; and
- Ensure users are authorized and comply with these terms.

6.2 Customer shall not:

- Use the Platform for illegal or unauthorized purposes;
  - Introduce malware or harmful code; or
  - Attempt unauthorized access to any part of the Platform.
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## **7. Limitation of Liability**

### **7.1 Limitation**

To the fullest extent permitted by law, the Company's total, aggregate liability under this Agreement shall not exceed the total fees paid by the Customer in the twelve (12) months preceding the event giving rise to the claim.

### **7.2 Exclusion of Certain Damages**

Neither party shall be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or goodwill.

### **7.3 Sensitive Legal Use**

The Platform may assist with legal-sensitive tasks but is not a substitute for legal advice. The Company does not guarantee legal outcomes or compliance and disclaims all liability arising from Customer's reliance on outputs.

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## **8. Term and Termination**

### **8.1 Term**

This Agreement shall continue until terminated in accordance with its terms.

### **8.2 Termination for Convenience**

Either party may terminate upon thirty (30) days' written notice to the other party.

### **8.3 Termination for Cause**

Either party may terminate immediately upon notice for any unremedied (to the extent capable of being remedied) material breach not cured to the reasonable satisfaction of the other party within fifteen (15) days.

### **8.4 Post-Termination Obligations**

Upon termination:

- Customer access will be disabled;
  - The Company will retain Customer data for thirty (30) days for export; and
  - Obligations under confidentiality, IPR, and liability provisions will survive.
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## **9. Governing Law and Dispute Resolution**

9.1 This Agreement is governed by the laws of the State of Delaware, without regard to conflict of law principles.

9.2 The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in Delaware for resolution of disputes.

9.3 Prior to litigation, parties agree to attempt to resolve disputes through good faith negotiation or mediation.

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## **10. Miscellaneous**

### **10.1 Entire Agreement**

This Agreement, together with the DPA, BAA (if applicable), and any supplemental documents, represents the entire agreement between the parties.

### **10.2 Amendments**

Company may amend this Agreement by posting updates on the Platform. Continued use constitutes acceptance of changes.

### **10.3 Force Majeure**

Neither party shall be liable for failure to perform due to events beyond its reasonable control.

### **10.4 Severability**

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### **10.5 No Waiver**

A party's failure to enforce any provision will not be deemed a waiver of future enforcement.

### **10.6 Assignment**

Customer may not assign this Agreement without Company's prior written consent. Company may assign without restriction.

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## **Contact Information**

PRACTICL AI

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