

## Terms of Service

21 October, 2021 Update

### Overview

MetaVi Labs runs a hosted service that helps biology researchers do their work more efficiently. We offer accounts to individuals and teams. Our FastTrack AI service has several assay modules that we developed which automate the measurement of cellular changes in video-microscopy recordings. We have developed innovative algorithms to solve problems that have not be solved previously. Like all work in science, our work is imperfect and improves over time.

We typically offer free trials so that our customers can evaluate our services to determine if these services are valuable and useful. We also work in close collaboration with customers to customize our services. If our customers determine that our service is useful, we hope they will purchase some of our services.

Please read below the General Terms of Service and Account Termination Terms of Service.

### General Terms of Service

Please read these terms carefully and agree to them before using or evaluating our service.

- Each user is assigned an account. Individuals are not permitted more than one account. Some accounts are team accounts and allow multiple individuals to share one account. But one individual may not sign up for more than one account.
- Users are not permitted to share their username with others.
- If individual users attempt to take advantage of free sample services by using additional accounts, this is considered theft.
- Users are expected to take advantage of free sample services to determine if our service is useful before making a purchase. Users are encouraged to contact MetaVi Labs with questions or concerns about our results or to request customized analysis. Users are aware that analysis results are imperfect and each user must determine if the quality of the results are useful for their own purposes.
- Our offers for free sample services may change from time to time. Free sample services come with no obligation on our part for future services and come with no warranties.
- We do our best to provide a useful and reliable service, but we cannot offer any warranties on the results or operations of our service. Our service depends on numerous computer systems, internet connections, and third party services. Interruptions in service may occur due to unforeseen technical issues.
- We use Amazon Web Services (AWS) for our data storage. AWS is highly reliable. However, AWS does not warrant their data and therefore we cannot offer warranties against data loss.
- We use the security best practices (encrypted https, AWS data encryption), but unforeseen attacks are possible. We cannot offer warranties against stolen data.
- We do not allow users to upload any data that would be prohibited by patient privacy laws. Users should only upload anonymous data.

- The FastTrack AI system is only to be used for its intended purpose of automated analysis of video-microscopy.
- We offer internet hosted services to users globally. Each user is responsible to know the laws of their jurisdiction and to comply with all applicable laws.
- Any attempt to hack our on-line systems is forbidden and once detected will be reported to the United States Federal Bureau of Investigation.
- Terms of Service may be updated from time to time. Users will be notified if the terms change.
- MetaVi Labs may use some uploaded images in our AI training set.

### **Account Termination Terms of Service**

- We reserve the right to terminate accounts that attempt to commit fraud.
- Free Accounts that have no file upload activity for 90 days or more are subject to termination.
- Users may request re-activation of terminated accounts.
- Account data will be deleted 30 days after account termination (30 days grace period for data retention).
- Users will be notified of pending account termination 30 days prior to termination.
- If paid subscriptions are not renewed by the user, the account will be terminated 30 days after the subscription has expired (30 days grace period for account retention). Account data will be deleted 30 days after account termination (30 days grace period for data retention).