

## TERMS OF SERVICE

**Last Updated: June 9, 2026**

Welcome to the Gnomesh platform for life sciences data analysis (the "Service"). Please read these Terms of Service ("Terms") carefully before using our software, as they govern your legal relationship with Data Goblin Corporation (referred to here as "We" or "Us").

### 1. Acceptance of Terms

By creating an account, accessing, or using the Service, you (and any organization you represent) agree to be bound by these Terms. If you are entering into this agreement on behalf of a laboratory, university, or corporation, you represent that you have the legal authority to bind that entity.

### 2. License Grant and Restrictions

- **Permitted Use:** We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service.
- **Prohibited Actions:** You agree not to:
  - Reverse-engineer, decompile, or disassemble the analysis algorithms.
  - Use the Service to train machine learning or artificial intelligence models.
  - Bypass, disrupt, or disable any security features or rate limits of the software or its underlying computer and networking infrastructure.
  - Use the Service for the research or production of substances prohibited by law.

### 3. Research Accounts and Security

- **Account Identity:** Each user account is to be associated with a real, single person. Account sharing between multiple researchers is prohibited; each user must have a unique credential. An individual person may have multiple active accounts simultaneously, although monthly fees apply to each account separately.
- **Account Standing:** Account usage designations, such as "Academic", may only process data in accordance with work within their role. For example, a for-profit enterprise lab may not use the Service for data analysis using an Academic account. The Gnomesh service and its owner, Data Goblin Corporation, may make a retroactive claim against improperly-designated users and their organizations for work performed outside the specified scope of those accounts.
- **Credentials:** You are responsible for safeguarding your login credentials.

- **Unauthorized Access:** You must immediately notify Gnomesh Support of any unauthorized use of your account or data breaches.

#### 4. Research Data and Intellectual Property

- **Your Data:** You retain all ownership, intellectual property rights, and proprietary interests in the raw data and analysis outputs uploaded to or generated by the Service ("Research Data").
- **Our License to Your Data:** You grant us a limited, worldwide, royalty-free license to host, process, and transfer your Research Data *solely* to provide, maintain, and troubleshoot the Service for you.
- **Data Sharing Opt-In:** You may grant the Service a license to share your data within your Organization, at your discretion, as dictated by your Organization sharing settings. You may modify these settings within your account preferences. You may also opt-in to data aggregation and public sharing if you choose to do so. Data can be de-identified at your option. The Service will not share or publish your Research Data outside of your data preference settings.
- **Performance Metrics:** We may collect usage metrics (e.g., system performance, processing speeds) to improve the Service.
- **Our Property:** We retain all rights, titles, and interests in the software, underlying algorithms, user interfaces, documentation, and proprietary methodologies.

#### 5. Regulatory Compliance and Intended Use

- **Research Use Only (RUO):** The Service is provided **strictly for academic, research, and data analysis use only**. All results from the Service should be interpreted by licensed experts before being used for clinical diagnostics, patient medical treatment, or any direct human diagnostic use.
- **Compliance:** You are solely responsible for ensuring your use of the Service and your Research Data complies with all applicable local, national, and international laws, including bio-safety regulations and export control laws regarding genetic sequences.

#### 6. Service Availability and Modifications

- **Live Service Nature:** We continuously update, patch, and improve our analysis models and software. We reserve the right to modify or discontinue features with or without notice. In cases where a discontinued feature affects your usability, please notify Gnomesh Support and we will attempt to provide an archived version of the feature on a best effort basis.

- **Maintenance Downtime:** Scheduled maintenance may temporarily interrupt the Service. We will attempt to notify users in advance for major updates, but cannot guarantee uninterrupted availability.

## 7. Third-Party Website Limitations

- **External Links:** Any links to third-party websites are provided for reference only. The Gnomesh service and its owner, Data Goblin Corporation, are not responsible for the content or terms/conditions of any third-party website.
- **Third-Party Resources:** We do not assume liability for outages or loss of service caused by third-party failures.

## 8. Fees and Billing

- **Subscriptions:** Access to certain features or compute capacities requires a paid subscription or institutional enterprise agreement.
- **Non-Refundable:** All fees paid are non-refundable except as explicitly stated the Gnomesh Refund Policy.

## 9. Limitation of Liability and Disclaimers

- **"As Is" Warranty:** The Service is provided on an "AS IS" and "AS AVAILABLE" basis. We do not warrant that the analysis results will be error-free and we assume no responsibility for conclusions provided by you, the data analyst.
- **Cap on Liability:** Our total liability for any claim arising out of these terms shall not exceed the total amount paid by you to use the Service in the twelve (12) months preceding the claim. We are not responsible for any research failures, laboratory material losses, or invalid conclusions drawn from software outputs.

## 10. Termination

- **By You:** You may cancel your account at any time. You are responsible for exporting your Research Data prior to cancellation.
- **By Us:** We reserve the right to suspend or terminate your access immediately if you violate these Terms, breach regulatory compliance laws, or fail to pay outstanding subscription fees.

## 11. Governing Law and Disputes

These Terms shall be governed by and construed in accordance with the laws of the State of Georgia, USA, without regard to its conflict of law provisions. Any legal action or proceeding arising under these Terms will be brought exclusively in the courts located in Georgia.

