

S+ SimulationsPlus

12 May 2025, v 1.0

Disclaimer and Terms of Service for GastroPlusGPT-dig tools and Insights+ Chatbot

Copyright Disclaimer: As an express condition of the license to you for use of the GastroPlusGPT-dig tools, you agree that you have the legal right to use the content in the PDF for which you planning to convert by use of GastroPlusGPT-dig tool. To avoid copyright infringement, ensure the PDF is not protected by a copyright notice and that you have permission, or the right (such as under fair use principles), to make a copy or derivative work. If the PDF is copyrighted, you must obtain explicit written permission from the copyright holder before using GastroPlusGPT-dig tools for conversion. You hereby indemnify and agree to defend and hold harmless Simulations Plus, Inc. and its affiliates, subsidiaries officers, directors, agents, representatives and employees (the "Indemnified Parties"), from and against any and all claims, losses or liabilities to which the Indemnified Parties may be subject arising from copyright infringement or other violation of law from your use of GastroPlusGPT-dig tools, including the output created by or on behalf of you, and any use of or reliance upon such outputs by you or by any other persons.

Content Responsibility Associated with the Chatbot: The Insight+ Chatbot tool is designed for general inquiries and assistance with modeling and simulations associated with its GastroPlus tool. Do not input or discuss sensitive, secret, confidential or legally protected information through this Tool. This includes, but is not limited to, personal health information, financial details, confidential business data, or any content that could be considered private under applicable laws or regulations.

Disclaimer to Not Rely on Answers without Review by Humans: The purpose of the Tools is to assist you by providing AI chat based on content exclusively owned by Simulations Plus. It is designed for general use and should not be relied upon for critical decision-making without human review

No Professional Advice: The information provided by the Tools is for general informational purposes only and is not intended to constitute professional advice, including but not limited to legal, regulatory, medical, drug safety, drug efficacy, financial, or other professional advice. You should not rely on the information provided by the Service for making any decisions. Always seek the advice of a qualified professional in the relevant field.

General Terms of Use and Disclaimers

No Confidentiality Guarantee: While Simulations Plus strives to protect user interactions, these Tools do not provide a confidential or secure environment for sensitive communications. Any information shared through any of these Tools may not be treated as confidential.

Security Measures and Limitations: Simulations Plus employs security measures intended to protect these Tools against unauthorized access to or unauthorized alteration, or disclosure. Notwithstanding these efforts, we do not warrant or guarantee that the Tools are free from security vulnerabilities or that your information will remain secure in all circumstances. You acknowledge that any data transmitted through use of these Tools may be subject to unauthorized interception or access by third parties.

Intellectual Property: All intellectual property rights in the Tools, including but not limited to content, text, graphics, logos, and software, are owned or controlled by Simulations Plus.

Third-Party Services: The Tools rely on external services such as OpenAI API, Chromadb and data centers which could change or be discontinued, affecting functionality. Uptime and functionality are not guaranteed.

Accuracy of Information: The Tools are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied. Simulations Plus make no representations or warranties regarding the completeness, accuracy, reliability, suitability, or availability of any information or outputs provided by the Tools. Any reliance you place on such information or outputs is strictly at your own risk.

Use at Your Own Risk: By choosing to share information through your use of any of the Tools, you do so at your own risk. Simulations Plus cannot be held responsible for any misuse, loss, or unauthorized disclosure of confidential or sensitive information entered into the Tools.

User Responsibilities, Compliance with Laws: You agree to use the Tools in compliance with all applicable laws, regulations, and guidelines. This includes but is not limited to data protection laws, privacy regulations, and any industry-specific compliance requirements. In using the Tools, you shall not submit, upload, or transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.

Limitation of Liability: To the fullest extent permitted by applicable law, in no event shall Simulations Plus, our affiliates, directors, employees, agents, or licensors be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses arising out of or in connection with your access to, use of, output from, or inability to use the Tools, even if we have been advised of the possibility of such damages.

Acceptance of Terms

By accessing or using the Tools, you acknowledge that you have read, understood, and agree to be bound by this General Terms of Use and Disclaimers. If you do not agree with any part of this General Terms of Use and Disclaimers, you must not use the Tools.



Governing Law and Jurisdiction

This General Terms of Use and Disclaimers shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions. Any disputes arising out of or relating to this General Terms of Use and Disclaimers or the Tools shall be resolved exclusively in the state or federal courts located within the State of California.

Contact Information

If you have any questions, concerns, or comments regarding this General Terms of Use and Disclaimers or the Tools, please contact us at: <u>dataprivacyoffice@simulations-plus.com</u>.

User Acknowledgement:

Name: _____

Signature: _____

Date: _____

