

BenchSci Terms of Service

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BenchSci Terms of Service

Effective Date: April 24, 2026

These Terms of Service ("Terms") govern your access to and use of BenchSci's Summit platform (the "Platform"), a preview and proof-of-concept environment currently under active development (the "Services"). By clicking "**I Agree**" on the acceptance screen, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree, click "**I Disagree**" - you will not be permitted to access the Platform.

1. Using our Services

1.1 Eligibility. You must be at least 18 years old or the age of majority in your jurisdiction to use our Services. 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 are accessing the Services as a BenchSci-contracted scientist or advisor ("BDA"), your use of the Preview is governed primarily by your existing contractor agreement with BenchSci; these Terms apply to the extent they are not inconsistent with that agreement.

1.2 Accounts. To access certain features, you must create an account. You are responsible for all activity that occurs under your account and must keep your credentials secure. You may not share your account with others.

1.3 Preview Program. The Summit platform is made available exclusively as a preview and proof-of-concept environment ("Preview"). The Preview is provided strictly "as-is" and "as-available" for evaluation and feedback purposes only. It is not a production environment and may be modified, suspended, or discontinued at any time and without notice. You acknowledge that: (a) the Preview may contain errors, bugs, or incomplete features; (b) Output generated during the Preview should not be relied upon for clinical, regulatory, or production research purposes without independent verification; and (c) BenchSci assumes no liability for any losses, costs, or damages of any kind arising from your use of or inability to use the Preview environment.

2. Your Content and Data

2.1 Input. In using our Services, you may provide data, queries, or proprietary internal findings ("Input"). As between you and BenchSci, you own all Input.

2.2 Output. Based on your Input, the Services generate experiment-specific recommendations, visualizations, and scientific insights ("Output"). Subject to your compliance with these Terms, BenchSci hereby assigns to you all its right, title, and interest (if any) in and to Output.

2.3 Use of Content. We do not use your proprietary Input to train our base AI models for other customers. We use your content only to provide, maintain, and improve the Services for you, and to comply with applicable law. BenchSci may, however, use aggregated, anonymised, or de-identified usage data that does not identify you or contain your proprietary Input to develop, train, and improve the Platform and related services. In connection with delivering the Services, BenchSci engages the following third-party sub-processors that may process data submitted through the Platform: Google Cloud Platform (GCP) (cloud infrastructure and primary data storage), Microsoft Azure (cloud infrastructure and hosting), Anthropic (AI model processing and Output generation), Segment (analytics and user event tracking), Arize (ML model observability), and OneTrust (cookie compliance management). Each sub-processor is subject to appropriate data processing and confidentiality obligations. An

up-to-date list of sub-processors is available upon request.

2.4 Data Residency. Where BenchSci has agreed in writing with an enterprise customer to specific data residency requirements (including, without limitation, obligations to process data exclusively within the United States), those obligations remain in full force during the Preview and take precedence over any conflicting provision of these Terms. Enterprise customers subject to such commitments will be provided with segregated Preview environments consistent with their applicable data residency requirements.

2.5 Feedback. A primary purpose of the Preview is to gather user feedback to improve and develop the Platform. By using the Services, you grant BenchSci a non-exclusive, worldwide, royalty-free, irrevocable licence to use, reproduce, and incorporate any feedback, suggestions, bug reports, or recommendations you provide regarding the Services ("Feedback") into BenchSci's products and services, without restriction or compensation to you. Feedback does not include your proprietary Input or Output.

2.6 Removal of Input. BenchSci reserves the right, but has no obligation, to review and remove any Input or data submitted through the Platform that BenchSci reasonably believes does not comply with these Terms or infringes any third-party intellectual property rights. Where practicable, BenchSci will provide reasonable notice before doing so.

2.7 Confidentiality. BenchSci will treat your proprietary Input as confidential and will not disclose it to third parties, except as required by applicable law, as permitted under these Terms (including to sub-processors as described in Section 2.3), or as reasonably necessary to investigate a suspected breach of these Terms. This obligation does not apply to information that is or becomes publicly available through no fault of BenchSci, or that BenchSci independently develops or lawfully receives from a third party without restriction.

2.8 Data Processing Agreement. Where BenchSci processes personal data on your behalf in the course of providing the Services, and where applicable data protection law (including, without limitation, the EU General Data Protection Regulation (2016/679), the UK GDPR, or applicable Canadian privacy legislation) requires a data processing agreement to be in place between the parties, BenchSci's standard Data Processing Agreement ('DPA') will apply. The DPA supplements these Terms and is incorporated into them by reference. To the extent of any conflict between the DPA and these Terms, the DPA will prevail in respect of data processing matters. Enterprise customers or users who consider that a DPA is required should contact BenchSci before submitting any personal data through the Platform. BenchSci reserves the right to decline to process personal data where no DPA is in place and one is required under applicable law.

3. Usage Requirements and Restrictions

3.1 Acceptable Use. Your use of the Services must comply with all applicable laws and regulations and these Terms. You are solely responsible for your conduct while using the Platform. You may not use the Services to:

- Reverse engineer, decompile, disassemble, or attempt to extract the underlying methodology, algorithms, or source code of the Platform or the Biological Evidence Knowledge Graph (BEKG).
- Access or use the Platform if you are a direct competitor of BenchSci, or use the Services to develop, train, or improve a competing reagent intelligence, biological evidence, or drug discovery platform, except with BenchSci's prior written consent.
- Automate data extraction or scraping from the Platform beyond what is expressly provided through official APIs, or access the Platform for purposes of monitoring its availability, performance, or functionality for benchmarking or competitive purposes.

- Submit Input that infringes third-party intellectual property rights, or that contains protected health information (PHI) or sensitive personal data, unless BenchSci has separately agreed to this in writing (including under a Business Associate Agreement where applicable).
- Circumvent, disable, or otherwise interfere with any security-related features, access controls, or restrictions built into the Platform.
- Use, copy, or distribute any Output or content generated through the Platform for commercial purposes beyond your own internal research and evaluation, or sublicense, resell, or otherwise make the Services available to any third party.
- Use the Platform for any unlawful, fraudulent, harmful, or deceptive purpose, including to transmit malicious code, engage in harassment, or generate or distribute false or misleading scientific information.
- BenchSci reserves the right to investigate any suspected violation of this section and to suspend or terminate your access to the Platform, without notice, where BenchSci reasonably believes a violation has occurred or is occurring.

3.2 Accuracy of Output. Our Services utilize AI to interpret biological data. You acknowledge that Output may occasionally be inaccurate or incomplete. You are responsible for independently verifying all Output and scientific recommendations before relying on them for clinical or laboratory purposes.

THE SERVICES USE ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING TO GENERATE OUTPUT. YOU EXPRESSLY ACKNOWLEDGE THAT: (a) ALL OUTPUT IS PROBABILISTIC AND MAY BE INACCURATE, INCOMPLETE, OUTDATED, OR MISLEADING; (b) OUTPUT DOES NOT CONSTITUTE PROFESSIONAL, SCIENTIFIC, MEDICAL, REGULATORY, OR LEGAL ADVICE AND MUST NOT BE RELIED UPON AS SUCH; (c) YOU ARE SOLELY RESPONSIBLE FOR INDEPENDENTLY VERIFYING ALL OUTPUT BEFORE ACTING ON IT; AND (d) A QUALIFIED HUMAN EXPERT MUST REVIEW AND VALIDATE ALL OUTPUT PRIOR TO ANY USE IN RESEARCH, CLINICAL, REGULATORY, OR COMMERCIAL CONTEXTS. BENCHSCI EXPRESSLY DISCLAIMS ALL LIABILITY ARISING FROM YOUR FAILURE TO APPLY ADEQUATE HUMAN OVERSIGHT TO ANY OUTPUT GENERATED THROUGH THE SERVICES.

4. BenchSci Intellectual Property

BenchSci and its licensors own all rights, title, and interest in the Services, including our proprietary algorithms, the BEKG, and the "look and feel" of the platform. Except for the limited rights granted in these Terms, we reserve all rights.

5. Fees and Payment

If you have a paid subscription, you agree to pay all fees in accordance with the pricing and billing terms presented at the time of purchase or in your Order Form. Fees are non-refundable except as required by law.

6. Termination

6.1 Termination by You. You may stop using the Services at any time by ceasing to access the Platform.

6.2 Termination by BenchSci. BenchSci may suspend, limit, or terminate your access to the Platform or

discontinue the Preview, in whole or in part, at any time, for any reason or no reason, with or without notice, and without any liability to you whatsoever. Without limiting the foregoing, BenchSci may take such action where you materially breach these Terms, where BenchSci is required to do so by applicable law, or where your use poses a security or reputational risk to BenchSci, its systems, or other users.

6.3 No Obligation to Continue or Develop. The Preview is made available on an exploratory and time-limited basis only. BenchSci makes no commitment, representation, or warranty that: (a) the Preview will continue to be made available for any period of time; (b) the Platform will be further developed, commercialised, or released as a production or general availability product; or (c) any features, functionality, or data within the Preview will be carried forward into any future product or service. BenchSci will have no liability to you of any kind arising from any decision to discontinue the Preview or not to develop the Platform further.

6.2 Survival. The following provisions survive termination of these Terms: Section 2 (Your Content and Data), Section 4 (BenchSci Intellectual Property), Section 7 (Disclaimer of Warranties and Representations), Section 8 (Limitation of Liability), Section 9 (Dispute Resolution), and any obligations of confidentiality arising under these Terms.

7. Disclaimer of Warranties

7.1 General Disclaimer. THE SERVICES, THE PLATFORM, AND ALL OUTPUT, CONTENT, ANALYSES, AND MATERIALS PROVIDED ARE SUPPLIED STRICTLY "AS IS", "AS AVAILABLE", WITH ALL FAULTS, AND WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BENCHSCI DISCLAIMS ALL EXPRESS, IMPLIED, COLLATERAL, OR STATUTORY WARRANTIES, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, ACCURACY, INTEGRATION, OR FITNESS FOR A PARTICULAR PURPOSE. BENCHSCI DOES NOT WARRANT THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE, THAT ALL ERRORS CAN OR WILL BE CORRECTED, OR THAT THE SERVICES WILL BE FREE OF BUGS, DEFECTS, VIRUSES, OR OTHER HARMFUL CODE.

7.2 Preview Environment. THE SUMMIT PLATFORM IS AN UNVALIDATED PREVIEW AND PROOF-OF-CONCEPT ENVIRONMENT UNDER ACTIVE DEVELOPMENT. IT HAS NOT BEEN HARDENED, CERTIFIED, OR VALIDATED FOR PRODUCTION, CLINICAL, REGULATORY, OR COMMERCIAL USE, MAY BE UNSTABLE OR SUBJECT TO SIGNIFICANT CHANGE WITHOUT NOTICE, AND IS PROVIDED WITHOUT ANY WARRANTY THAT IT IS FIT FOR ANY SUCH PURPOSE. YOUR USE OF THE PREVIEW ENVIRONMENT IS ENTIRELY AT YOUR OWN RISK.

8. *Limitation of Liability*

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BENCHSCI WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICES. OUR TOTAL LIABILITY FOR ANY CLAIM ARISING UNDER THESE TERMS WILL NOT EXCEED THE FEES YOU PAID TO BENCHSCI IN THE 12 MONTHS PRECEDING THE CLAIM, OR \$500 WHERE NO FEES HAVE BEEN PAID. NOTWITHSTANDING THE FOREGOING, FOR ENTERPRISE CUSTOMERS WITH EXISTING MASTER SUBSCRIPTION AGREEMENTS OR ORDER FORMS, THE LIABILITY PROVISIONS SET OUT IN THOSE AGREEMENTS SHALL GOVERN AND TAKE PRECEDENCE OVER THIS SECTION TO THE EXTENT OF ANY INCONSISTENCY.

9. *Governing Law and Dispute Resolution*

9.1 Governing Law and Jurisdiction. These Terms and any action related thereto will be governed by and

construed in accordance with the substantive laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The parties will initiate any lawsuits in connection with these Terms in Toronto, Ontario, and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein. Notwithstanding the foregoing, enterprise customers whose existing master subscription agreements or Order Forms specify an alternative governing law jurisdiction shall be governed by those agreements to the extent of any inconsistency with this clause.

9.2 Class Action Waiver. All disputes must be brought on an individual basis and not as a plaintiff or class member in any purported class or representative proceeding.

9.3 Limitation Period. To the maximum extent permitted by applicable law, any cause of action arising out of or related to the Platform or Services must be commenced within one (1) year after the cause of action accrues. After that period, such cause of action is permanently barred.

10. General Terms

10.1 Modifications. We may update these Terms from time to time. If a change is material, we will provide notice before the change takes effect.
