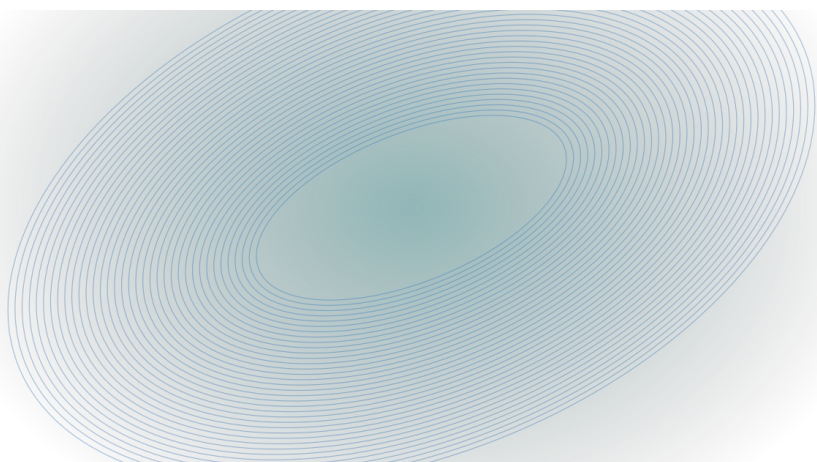




PUBLIC TERMS / ACCOUNT SERVICES

Website & Portal Terms of Service

Account access, organization authority and the terms that connect the service.



Metriq PRISM Laboratory

A research laboratory of Metriq Foundation, Inc.

LEG-01 | VERSION 1.2 | 26 SEPTEMBER 2026

PUBLICATION CANDIDATE • LEGAL REVIEW REQUIRED

Business defaults consolidated. No counsel approval or signature is represented.

Operator: Metriq Foundation, Inc., a Florida Not-for-Profit Corporation, acting through Metriq PRISM Laboratory ("PRISM," "we," or "us"). **Version:** LEG-01 / 1.2. **Effective date:** September 26, 2026. **Legal notice address:** 300 South Saturn Ave, Clearwater, FL 33755. **Contact:** prism@metriq.org.

1. Agreement and scope

These Terms govern PRISM's website, account services, organization workspaces and related online functions (the "Platform"). They do not themselves commission research, award funding, license confidential project results or promise a research outcome. By affirmatively accepting these Terms when registering or using a function that requests acceptance, you agree to them. Mere viewing of a public paper does not require acceptance of a paid research contract.

You must be at least 18 and legally able to enter this agreement. When accepting for an organization, you represent that you have authority to bind it for the particular action. An invitation, a verified email address or an administrator label does not independently establish legal signing authority. An individual without that authority must not purchase, sign a research agreement or accept an award for the organization.

2. Documents that govern different activities

The Prepaid Research Service Credits & Bank-Transfer Purchase Terms (LEG-02) govern credit purchases and account balances. The Grant Application & Invitation Terms (LEG-04) govern grant applications and conditional invitations. The Privacy Notice (LEG-03) describes personal-information handling; acknowledgment of that notice is not blanket consent to optional marketing, sensitive-data processing or research publication.

A separately executed Master Research Services Agreement (LEG-05), Statement of Work (LEG-06) and identified addenda govern a commissioned project. Their express project-specific terms control conflicts concerning that project. LEG-02 controls the general purchased-credit account unless a signed amendment expressly changes its provisions. These Platform Terms cannot reduce a negotiated confidentiality, ownership, refund or data-protection obligation. Third-party and open-source licenses continue to govern their own material.

3. Accounts, authentication and organization control

Provide accurate account information, keep contact details current and use individual credentials. Two-factor verification is required for private access; supported options include an authenticator application or a compatible security key/passkey. Protect your credentials and recovery material, do not share accounts, and promptly report suspected compromise to prism@metriq.org without including passwords or recovery codes. We may require renewed verification before sensitive actions or account recovery.

An organization's authorized account administrators control its membership and permitted access. They may see organization applications, projects, shared messages and financial records as their assigned roles allow. An organization account is not a private personal mailbox. Removing a member ends future access but does not erase records the organization is entitled or legally required to retain. We investigate disputed ownership or compromise using appropriate evidence; possession of a domain or invitation alone is not conclusive proof.

4. Authority for purchases, awards and instructions

Only an authorized organization purchaser may accept a purchase. Only authorized PRISM personnel may approve awards, allocate non-purchased credits, amend commercial commitments or release contractual

deliverables. A displayed status, automated message, chatbot response or research agent output is not a new contract or a substitute for the stated approval process.

PRISM Research Credits are contractual units for applying an organization's approved PRISM research-service entitlement; they are not money, a deposit, a bank or payment account, a gift card, stored-value card or instrument, cash equivalent, security, cryptocurrency, investment, or general-purpose payment device. They are not bearer instruments, cannot be transferred person-to-person, cannot be spent with another merchant, cannot be withdrawn or redeemed for cash on demand, and do not create ownership of funds held by PRISM. Any contractual refund of an unused purchase is a refund remedy governed by LEG-02, not cash redemption of PRCs.

For newly accepted v1.2 orders, purchased principal expires 18 calendar months after issuance. Newly awarded grant credits have a standard 12-calendar-month use period beginning when the executed award becomes effective; linked bonus/promotional credits also have a 12-calendar-month period after issuance. These periods are subject to the executed award, LEG-02 safeguards, existing reservations and mandatory law. General cash-redemption or convenience-refund rights are not offered; the narrow purchase-contract exceptions in LEG-02 apply. Existing accepted balances retain their recorded terms.

Each organization remains responsible for instructions actually authorized by its representatives. PRISM may reasonably verify unusual requests, suspend suspected fraudulent instructions and ask for evidence of authority. This section does not make an organization strictly responsible for losses caused by PRISM's security failures or override rights applicable to unauthorized transactions.

5. Permitted use and conduct

Use the Platform for lawful research collaboration and related account administration. Do not obtain another organization's information, bypass access controls, interfere with service, upload malware, submit credentials or payment-card data in research fields, impersonate another person, falsify approvals or research evidence, misuse invitation codes, or evade purchase limits. Do not use the service to facilitate unlawful surveillance, abuse, exploitation or prohibited harmful activity.

Do not conduct penetration testing, automated vulnerability scanning or high-volume extraction against private functions without written permission. This does not prohibit lawful security reporting, ordinary authorized integrations, accessibility tools, quotation or reuse permitted by a public paper's license, or activity that cannot lawfully be restricted. Report vulnerabilities privately without accessing or disclosing unnecessary data.

6. Your material and limited permission to process it

You retain the rights you hold in submitted material. You authorize PRISM to host, copy, transmit, format, secure and process that material only as reasonably necessary to provide the requested Platform functions, evaluate the submission, perform an agreed project and meet lawful recordkeeping obligations. That permission is subject to the Privacy Notice and any executed confidentiality or data agreement; it is not a general license to publish your material or train unrelated models.

You must have the rights and authority needed for the requested use. Initial inquiries and applications must be nonconfidential summaries. Do not upload personal research datasets, controlled technology, clinical information, credentials or other restricted material until PRISM approves the relevant agreement and secure transfer route. An NDA alone does not authorize uploading information to an external AI service.

7. Research content, intellectual property and accurate attribution

PRISM and its licensors retain their rights in the Platform, marks and material not expressly licensed otherwise. Public papers and code may have separate open licenses; follow the license attached to the particular version. Public access does not itself license a logo, endorsement, patent, private dataset or third-party asset.

Research reports describe their evidence, assumptions, limitations and review state. A candidate proof is not necessarily an independently accepted proof; computational evaluation is not physical validation or certification. Do not remove material qualification notices or present PRISM as endorsing your organization, product or claims without specific permission. The research-use protections in an executed project agreement remain applicable.

8. Availability, changes and third parties

We may maintain or improve the Platform, change features, impose proportionate security limits or temporarily interrupt access. We do not promise continuous availability or a particular service-level agreement unless expressly contracted. We will not use a feature change to erase earned rights, confiscate purchased credits, defeat an agreed refund or materially deprive you of contracted deliverables without the remedies in the governing agreement.

Identity, hosting, payment and communication services may involve outside providers. Their separate terms apply to your direct relationship with them where relevant. PRISM remains responsible for its own contractual duties; naming a provider does not shift all performance or security responsibility to you. Contact us when a service problem blocks access to your contractual records.

9. Suspension and closure

We may restrict affected access where reasonably necessary for security, unlawful activity, suspected fraud, material breach or legally required action. We will give the reason and a reasonable opportunity to address it when lawful and safe. Emergency action may precede notice. We will review a good-faith challenge submitted to prism@metriq.org.

You or an authorized organization administrator may request closure. Closing an account does not cancel an executed SOW, discharge undisputed earned fees, automatically erase audit records or forfeit valid purchased-credit refund rights. We will provide a reasonable route to export authorized records and reconcile credits, except where law, security or third-party rights prevent disclosure. Retention follows LEG-03 and the project data schedule.

10. Platform warranties and limitation of liability

We will exercise reasonable professional care consistent with our express obligations. Except for those obligations and rights that cannot lawfully be excluded, the Platform is provided as available, without a promise of uninterrupted access, universal compatibility or a particular research result. Research services are an undertaking to perform agreed work, not a warranty that a hypothesis is true, a problem can be solved, results will be useful, or a scientific, commercial, regulatory or publication objective will be achieved.

Limitation of monetary liability. For a claim about an executed research project, the affected SOW and Master Agreement Section 20 control: PRISM's aggregate monetary liability is capped at service fees actually paid to PRISM under that affected SOW, not its nominal grant or credit value. For a claim solely about a credit purchase before allocation to a SOW, PRISM's aggregate liability is capped at the actual purchase price paid for the affected order. For a claim solely about general Platform access, PRISM's aggregate liability is capped at

Platform-access fees actually paid by the claimant in the 12 months before the event; free access therefore has a USD \$0 contractual cap. These are separate, noncumulative subject-specific caps, not multiple recoveries for the same harm.

To the maximum extent permitted by law, PRISM is not liable for indirect, incidental, special, consequential, exemplary or punitive losses; lost profits, revenue, opportunity, goodwill or business interruption; or downstream deployment or decisions made using research. These limits apply regardless of claim theory, including contract and ordinary negligence, and whether the possibility of loss was advised. They do not exclude liability to the extent applicable law prohibits its exclusion or limitation, including fraud, willful misconduct or gross negligence where nonwaivable. They do not excuse an express performance or legally required data duty, prevent lawful nonmonetary relief, reduce a properly owed purchase-price refund, or excuse the user's payment obligations. There is no separate automatic uncapped confidentiality/IP category. No general indemnity is created by account registration; the signed Master Agreement contains the narrowly defined Client indemnity for a commissioned project.

11. Governing law and disputes

Florida law governs, excluding conflict-of-laws rules and subject to nonwaivable protections. First contact prism@metriq.org with a description of the dispute. Authorized representatives will seek a resolution for 15 calendar days; this does not prevent urgent relief or timely action needed to preserve a claim.

Unless mandatory law or a signed institutional rider requires another forum, disputes may be brought in the state courts in Pinellas County, Florida, or, where subject-matter jurisdiction exists, the United States District Court for the Middle District of Florida, Tampa Division. These Terms do not impose mandatory arbitration, waive jury or class rights, shorten statutory claim periods, waive a public body's immunity, or override public-records or procurement obligations. Resolve institutional conflicts in a signed rider before a project is accepted.

12. Changes, notices and general terms

We will identify the version and effective date of these Terms and give at least 30 calendar days' advance notice of a material prospective change affecting existing accounts, unless an earlier change is reasonably required by law or a security emergency. New material payment, data-use or research permissions require affirmative acceptance where applicable. Changes do not retroactively rewrite an existing order, award or SOW.

Legal notices go to the notice contact specified above or in the relevant agreement, with acknowledgment or other delivery evidence; a bounced email is not delivery. Electronic records must be available to retain or print. The parties are independent and cannot bind each other beyond granted authority. Assignment of an account or transfer of an agreement requires the other party's written consent, except where law requires otherwise. An invalid provision will be limited or severed only as permitted by law; delay in enforcement is not a waiver. A signed amendment prevails only for the terms it expressly changes.