

Modos Terms of Service

Effective date: 5/25/2026

These Terms of Service (this "**Agreement**") govern your access to and use of the products and services made available by **Modos, Inc.**, a Delaware corporation ("**Modos**", "**we**", "**us**", or "**our**"). The "**Service**" means Modos' AI-powered software platform, including the websites, web applications, APIs, and related software, content, and documentation we make available.

By (a) clicking a box or button indicating acceptance, (b) signing an order form, ordering screen, or similar document that references this Agreement, or (c) accessing or using the Service, you agree to be bound by this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent and warrant that you have authority to bind that entity, in which case "**Customer**" or "**you**" refers to that entity. If you do not have such authority, or you do not agree to this Agreement, you must not accept it and may not use the Service.

Plain-English summary (not part of the Agreement): Modos is an AI-powered platform you and your team use under a paid subscription. You own your data and the outputs we generate for you. We will not use your data to train AI models. We provide the Service "as is" and our liability is capped. Disputes are governed by Delaware law.

1. The Service

1.1 Description

Modos provides a hosted, multi-tenant software platform with AI features ("**Service**"). The specific functionality available to you depends on the subscription plan you select and any order form, ordering screen, or written agreement that references this Agreement (each, an "**Order**"). We may update the Service from time to time; we will not materially decrease the core functionality of a paid subscription during a paid term without notice.

1.2 Accounts and Authorized Users

To use the Service you must create an account. You may permit your employees, contractors, and other personnel ("**Authorized Users**") to access the Service on your behalf, provided that (a) each Authorized User has unique credentials, (b) credentials are not shared, and (c) you remain responsible for all activity under your account and for your Authorized Users' compliance with this Agreement. You must keep account information current and protect your credentials.

Notify us promptly at [security@modos.ai] of any unauthorized access or suspected security incident.

1.3 Eligibility

You must be at least 18 years old and capable of forming a binding contract to use the Service. The Service is intended for business use; we do not knowingly direct the Service to children.

1.4 Subscription Grant

Subject to this Agreement and your payment of applicable fees, Modos grants you a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Service during your subscription term, solely for your internal business purposes and the number of Authorized Users specified in your Order or plan.

2. Acceptable Use and Restrictions

2.1 Acceptable Use

You agree not to, and not to permit any Authorized User or third party to:

- (a) sublicense, resell, rent, lease, transfer, assign, distribute, time-share, or otherwise commercially exploit the Service or make it available to any third party other than Authorized Users;
- (b) reverse engineer, decompile, disassemble, or attempt to discover the source code, object code, non-public APIs, models, weights, or underlying ideas or algorithms of the Service, except to the extent this restriction is prohibited by applicable law;
- (c) modify, translate, or create derivative works based on the Service, except as expressly permitted by Modos;
- (d) remove, alter, or obscure any proprietary notices on the Service;
- (e) use the Service to develop, train, or improve any product or service that competes with the Service, including by using outputs of the Service as training data for a competing model;
- (f) use the Service in any way that violates applicable law or infringes any third party's rights;
- (g) introduce viruses, malware, or other harmful code into the Service, or interfere with or disrupt the integrity or performance of the Service;

(h) probe, scan, or test the vulnerability of the Service except as part of a security disclosure program we authorize in writing;

(i) circumvent any usage limits, rate limits, or access controls; or

(j) use the Service in violation of U.S. or applicable non-U.S. export control or economic-sanctions laws.

2.2 Restricted Data

Unless you and Modos have agreed otherwise in writing, you will not submit to the Service: (a) protected health information subject to HIPAA, (b) cardholder data subject to PCI DSS, (c) information of children under 13 subject to COPPA, (d) information subject to ITAR or EAR controls above EAR99, or (e) any data that is classified, secret, or otherwise restricted under government regulation. The Service is not designed for any use case in which failure could lead to death, personal injury, or severe environmental damage.

2.3 Suspension

We may suspend your or any Authorized User's access to the Service if we reasonably believe that (a) your use poses a security risk to the Service, Modos, or any third party, (b) your use may subject Modos or any third party to liability, (c) you are in material breach of this Agreement, or (d) your account is more than [30] days past due. Where commercially reasonable and not detrimental to security or law-enforcement interests, we will provide notice and an opportunity to cure before suspending.

3. Customer Data and Outputs

3.1 Definitions

"Customer Data" means any data, content, code, files, prompts, or other materials that you or your Authorized Users upload to, submit to, or generate through the Service, including any inputs you provide to AI features ("**Inputs**"). "**Outputs**" means the responses, generations, suggestions, transformations, or other content produced by the Service in response to your Inputs.

3.2 Ownership of Customer Data

As between the parties, you retain all right, title, and interest in and to Customer Data. You hereby grant Modos a worldwide, non-exclusive, royalty-free license to host, copy, transmit, display, process, and otherwise use Customer Data solely as needed to (a) provide and

maintain the Service for you, (b) prevent or address technical, security, or support issues, (c) comply with law, and (d) enforce this Agreement.

3.3 Outputs

As between the parties, you own the Outputs generated for you by the Service, subject to (a) your compliance with this Agreement, (b) any underlying third-party model or content licenses, and (c) the limitations described in Section 3.5. You are responsible for evaluating Outputs for accuracy and appropriateness before relying on or distributing them.

Because of the nature of generative AI, the same or similar Inputs may produce the same or similar Outputs for different customers. Modos does not represent that any Output is unique to you, and Modos may generate similar Outputs for other customers. Modos makes no claim of ownership in Outputs generated for you.

3.4 No Training on Customer Data

Modos will not use Customer Data, Inputs, or Outputs to train, fine-tune, or otherwise improve any generally available machine-learning model, and will not permit any third-party model provider to do so, except: (i) where you expressly opt in or instruct us to do so, (ii) where Customer Data is flagged for security, abuse, or trust-and-safety review, in which case we may use it solely to investigate and improve abuse-detection systems, or (iii) where Customer Data has been irreversibly aggregated or de-identified such that it no longer relates to or can reasonably be used to identify any person, customer, or workspace.

3.5 Service Limitations and AI Disclaimer

The Service uses machine-learning models that are probabilistic and may produce **Outputs that are inaccurate, incomplete, biased, offensive, or inappropriate**, that **incorporate factual errors or "hallucinations,"** or that **resemble or coincide with third-party content**. You are solely responsible for: (a) reviewing Outputs before use, (b) determining whether Outputs are suitable for your purpose, (c) ensuring that any decisions made on the basis of Outputs comply with applicable law, and (d) not using the Service or Outputs in any high-risk context (such as for legal, medical, financial, or safety-critical decisions) without appropriate human review.

3.6 Aggregated and De-Identified Data

Modos may collect and analyze data and information related to the operation, use, and performance of the Service (including system telemetry and aggregated usage statistics) in a form that does not identify you, any Authorized User, or any Customer Data. Modos may use such aggregated and de-identified data, during and after the term of this Agreement, to operate, improve, and develop the Service and other Modos products. We will not share aggregated or de-identified data in any manner that could re-identify you or any individual.

3.7 Data Deletion on Termination

Within [30] days after termination or expiration of this Agreement, Modos will delete or de-identify Customer Data in its production systems, except for data we are required to retain for legal, audit, security, or backup-rotation purposes, which will be deleted in the ordinary course of our retention policies. On request before deletion, we will make Customer Data available for export in a commercially reasonable format.

4. Fees and Payment

4.1 Fees

You will pay the fees specified in your Order or on the pricing page applicable to your subscription plan ("**Fees**"). Except as expressly stated, Fees are non-refundable. All Fees are exclusive of taxes; you are responsible for all sales, use, value-added, withholding, and similar taxes (other than taxes on Modos' net income).

4.2 Subscriptions and Auto-Renewal

Subscriptions are billed in advance on a monthly or annual basis, depending on the plan you select. **Your subscription will automatically renew at the end of each subscription term for an additional term equal to the initial term at the then-current rates, unless either party gives notice of non-renewal at least [30] days before the end of the then-current term** (or, for monthly subscriptions, before the end of the then-current month). You can manage renewal through your account settings or by contacting [\[billing@modos.ai\]](mailto:billing@modos.ai).

4.3 Payment Method

You authorize Modos and its third-party payment processor to charge your designated payment method for all Fees when due, including recurring renewal Fees. You are responsible for keeping payment information current. If a payment fails, we may retry the charge and may suspend or terminate the Service for non-payment.

4.4 Disputes and Late Payments

You must notify us in writing at [\[billing@modos.ai\]](mailto:billing@modos.ai) of any invoice dispute within [60] days of the invoice date; otherwise the invoice is final. Undisputed amounts past due may accrue interest at the lesser of [1.5%] per month or the maximum rate permitted by law, and you will reimburse reasonable costs of collection.

4.5 Price Changes

We may change Fees at any time; changes apply at your next renewal and will be communicated at least [30] days in advance. If you do not agree to a price change, your sole remedy is to not renew.

4.6 Free Trials and Beta Features

We may offer free trials, evaluation accounts, and beta or preview features ("**Beta Features**"). Free trials and Beta Features are provided "AS IS," without warranty or service-level commitments, and we may modify, suspend, or discontinue them at any time. Any data submitted to a Beta Feature may not be retained when the feature changes or is removed.

5. Term and Termination

5.1 Term

This Agreement starts when you first accept it and continues until your subscription terminates as set out below.

5.2 Termination for Convenience

You may cancel your subscription at any time effective at the end of the then-current billing period. We may terminate or not renew your subscription on at least [30] days' notice for any reason or no reason; if we do so without cause during a prepaid term, we will refund any prepaid, unused Fees on a pro rata basis.

5.3 Termination for Cause

Either party may terminate this Agreement on written notice if the other party materially breaches the Agreement and fails to cure within [30] days after receiving written notice of the breach (or [10] days for non-payment). Modos may terminate immediately for breaches of Section 2 (Acceptable Use), Section 3 (with respect to your obligations), or Section 7 (Confidentiality).

5.4 Effect of Termination

On termination: (a) your right to access the Service ends, (b) all unpaid Fees for the remainder of the then-current term become immediately due (unless we terminate without cause), and (c) Section 3.7 governs deletion of Customer Data. Sections 2.1, 3, 4 (with respect to amounts owed), 6, 7, 8, 9, 10, and 12 survive termination.

6. Warranties and Disclaimer

6.1 Mutual Warranties

Each party represents and warrants that it has full power and authority to enter into and perform this Agreement.

6.2 Customer Warranties

You represent and warrant that (a) you own or have all rights necessary to submit Customer Data to the Service and to grant the licenses in Section 3, and (b) Customer Data and your use of the Service do not and will not violate applicable law or infringe any third party's rights.

6.3 Disclaimer

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICE, OUTPUTS, AND ALL CONTENT MADE AVAILABLE THROUGH THE SERVICE ARE PROVIDED "**AS IS**" AND "**AS AVAILABLE**." MODOS AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, AND TITLE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, MODOS DOES NOT WARRANT THAT THE SERVICE OR OUTPUTS WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM HARMFUL COMPONENTS, OR THAT OUTPUTS WILL BE ACCURATE, COMPLETE, OR FIT FOR ANY PARTICULAR PURPOSE.

7. Confidentiality

Each party (the "**Receiving Party**") may have access to non-public information of the other party (the "**Disclosing Party**") that is identified as confidential or that a reasonable person would understand to be confidential ("**Confidential Information**"). Modos' Confidential Information includes the non-public features and performance of the Service. Your Confidential Information includes Customer Data. The Receiving Party will (a) use Confidential Information only to perform under this Agreement, (b) protect Confidential Information using at least the same care it uses to protect its own confidential information of similar importance (and in any event no less than reasonable care), and (c) limit access to its personnel, contractors, and advisors who need to know and are bound by confidentiality obligations no less protective than those in this Agreement.

The obligations in this Section do not apply to information that (i) is or becomes publicly available without breach of this Agreement, (ii) was rightfully known before disclosure, (iii) is rightfully obtained from a third party without breach of any obligation of confidentiality, or (iv) is independently developed without use of the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information as required by law or court order, provided it gives the Disclosing Party prompt notice (where legally permitted) and reasonable cooperation in seeking a protective order.

8. Indemnification

8.1 Modos Indemnity

Modos will defend you against any third-party claim alleging that the Service, when used in accordance with this Agreement, infringes that third party's U.S. patent, copyright, trademark, or trade secret, and will pay damages and costs finally awarded against you (or amounts in any settlement we approve) for such claim. Modos has no obligation under this Section to the extent a claim arises from (a) Customer Data, (b) Outputs (including any claim that an Output is similar to or coincident with third-party content), (c) your use of the Service in violation of this Agreement or applicable law, (d) modifications to the Service not made by Modos, or (e) combinations of the Service with materials not provided by Modos.

If a claim under this Section is made or threatened, Modos may at its option (i) procure for you the right to continue using the Service, (ii) modify the Service so it is non-infringing, or (iii) terminate the affected portion of the Service and refund any prepaid, unused Fees.

8.2 Customer Indemnity

You will defend Modos and its officers, directors, and employees against any third-party claim arising from (a) Customer Data, (b) your or any Authorized User's breach of this Agreement, (c) your violation of applicable law, or (d) your products or services, and will pay damages and costs finally awarded against Modos for such claim.

8.3 Procedure

The party seeking indemnity will (a) promptly notify the indemnifying party of the claim, (b) give the indemnifying party sole control of the defense and settlement (provided that no settlement may impose any liability or obligation on the indemnified party without its consent, not to be unreasonably withheld), and (c) provide reasonable cooperation, at the indemnifying party's expense.

This Section 8 states the parties' sole liability and exclusive remedy for any third-party intellectual-property claim.

9. Limitation of Liability

9.1 Cap

EXCEPT FOR (A) AMOUNTS OWED UNDER THIS AGREEMENT, (B) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, (C) BREACH OF SECTION 2 (ACCEPTABLE USE), SECTION 3.4 (NO TRAINING ON CUSTOMER DATA), OR SECTION 7 (CONFIDENTIALITY), OR (D) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S TOTAL LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (I) THE FEES YOU PAID OR OWE TO MODOS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM AND (II) ONE HUNDRED U.S. DOLLARS (\$100).

9.2 Exclusion of Indirect Damages

EXCEPT FOR THE EXCLUSIONS LISTED IN SECTION 9.1(A)–(D), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, OR COST OF SUBSTITUTE GOODS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY.

9.3 Allocation of Risk

The parties acknowledge that the limitations in this Section reflect an allocation of risk between them, are essential to the basis of the bargain, and apply notwithstanding the failure of essential purpose of any limited remedy. Some jurisdictions do not allow the exclusion or limitation of certain damages; in those jurisdictions, our liability is limited to the maximum extent permitted by law.

10. Governing Law; Disputes

10.1 Governing Law

This Agreement is governed by the laws of the State of Delaware, without regard to its conflict-of-laws provisions. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

10.2 Venue

The state and federal courts located in New Castle County, Delaware will have exclusive jurisdiction over any dispute arising from or relating to this Agreement or the Service, and each party consents to personal jurisdiction in those courts and waives any objection based on inconvenient forum.

10.3 Jury Trial Waiver

EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING FROM OR RELATING TO THIS AGREEMENT.

10.4 No Class Actions

To the extent permitted by law, all claims must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

10.5 Equitable Relief

Either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property or Confidential Information without first posting bond.

11. Publicity

During the term of your subscription, Modos may include your name and logo in a customer list on Modos' website and in marketing materials, in compliance with any usage guidelines you provide. You may opt out of this use at any time by emailing [hello@modos.ai].

12. General

12.1 Changes to this Agreement

We may modify this Agreement from time to time. If we make a material change, we will provide notice (for example, by email to the address associated with your account or by a notice in the Service) at least [30] days before the change takes effect. Your continued use of the Service after the effective date constitutes acceptance of the modified Agreement. If you do not agree to a change, your sole remedy is to stop using the Service and cancel your subscription.

12.2 Notices

Notices to Modos must be sent to [legal@modos.ai] (with a copy by recognized overnight courier to [Modos, Inc., ATTN: Legal, [STREET ADDRESS], [CITY], [STATE] [ZIP]]). Notices to you may be sent to the email address associated with your account or posted in the Service.

12.3 Force Majeure

Neither party is liable for any delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, governmental action, internet or telecommunications failures, and pandemics.

12.4 Assignment

You may not assign this Agreement, by operation of law or otherwise, without Modos' prior written consent. Modos may assign this Agreement in connection with a merger, acquisition, reorganization, or sale of substantially all its assets. Any unauthorized assignment is void.

12.5 Independent Contractors

The parties are independent contractors. This Agreement does not create any agency, partnership, joint venture, or employment relationship.

12.6 No Third-Party Beneficiaries

This Agreement does not create any third-party beneficiary rights.

12.7 Severability

If any provision of this Agreement is held unenforceable, the remaining provisions will continue in full force, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable.

12.8 Waiver

Failure to enforce any right under this Agreement is not a waiver of that right or any other right.

12.9 Feedback

If you provide suggestions, comments, or other feedback about the Service ("**Feedback**"), Modos may use the Feedback for any purpose without obligation to you. You grant Modos a perpetual, irrevocable, royalty-free, worldwide license to use and incorporate Feedback into the Service.

12.10 Entire Agreement

This Agreement, together with any Order, the Privacy Policy, and any incorporated policies, is the entire agreement between the parties regarding its subject matter and supersedes all prior agreements and understandings on that subject.

12.11 U.S. Government End Users

The Service is "commercial computer software" as defined in 48 C.F.R. 2.101. U.S. Government end users acquire only the rights set forth in this Agreement, in accordance with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202.

12.12 Export Control

You may not use or export the Service except as authorized by U.S. and other applicable laws. You represent that you are not located in, and are not a national of, any country subject to U.S. embargo, and you are not on any U.S. government list of restricted parties.

Contact

If you have questions about this Agreement, contact us at [legal@modos.ai].

Modos, Inc. [STREET ADDRESS] [CITY], [STATE] [ZIP] [legal@modos.ai]