

Terms of use

NOTICE: THESE TERMS AND CONDITIONS ARE A LEGAL AGREEMENT BETWEEN YOU (EITHER AS AN INDIVIDUAL OR AN ENTITY) AND BIONEXIO OÜ ("BioNexio") (THE "AGREEMENT"). PLEASE READ IT CAREFULLY BEFORE SIGNING UP AND USING THE SOFTWARE. THIS AGREEMENT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY SIGNING AND USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT SIGN UP FOR THE SOFTWARE. IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, AND ALL REFERENCES TO "YOU" SHALL APPLY TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT WISH TO BE BOUND BY THE TERMS OF THIS AGREEMENT, THEN DO NOT SIGN UP FOR THE SOFTWARE. IF YOU ARE USING YOUR EMPLOYER OR AN ENTITY'S EMAIL ADDRESS IN REGISTERING FOR THE BIONEXIO SERVICES, PLEASE NOTE THAT YOU ARE DEEMED AS AN AUTHORIZED REPRESENTATIVE AND/OR AGENT OF YOUR EMPLOYER OR AN ENTITY (AS APPLICABLE).

1. Recitals

1. The Agreement is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this Agreement as "End User", and BioNexio OÜ ("BioNexio") for the BioNexio software product ("Software") that accompanies this Agreement, including any associated media, printed materials and electronic documentation.
2. The Software also includes any software updates, add-on components, web services and/or supplements, and any user or technical documentation that BioNexio may provide to End User or make available to End User after the date End User signs up to the Software. By signing up to the Software, End User agrees to be bound by the terms of this Agreement.
3. If there is a conflict among the Agreement, or other written agreement incorporating these Terms, the following rules of interpretation apply: (i) the terms of the Agreement shall prevail over any conflicting terms in any other agreement, unless such agreement is mutually executed and expressly states that it is modifying the applicable provision(s) within the Schedule Attachment or terms.

2. Fees and Credits Cards

1. End User agrees to pay BioNexio the applicable fees plus all related taxes to use the premium plans.
2. If End User chooses to pay by credit card, End User agrees to the following:
 - a) End User authorizes BioNexio to bill the credit card information provided for payment of the subscription;
 - b) End User shall provide complete and accurate credit card information as required to process payment;
3. If End User's subscription reaches its expiration date and End User does not update the subscription, BioNexio reserves the right to suspend access to software until the subscription is updated.
4. If End User's subscription is suspended and End User does not update the subscription within 12 months, BioNexio reserves the right to terminate access to software.

3. License Grants

1. All licenses granted under this Agreement are nonexclusive, nontransferable, non-sublicenseable licenses to: (i) sign up and use the Software; and (ii) to access and use the Software solely by End User for education and research purposes only. BioNexio makes no representation that the Software is a clinically approved medical device, and End User understands and accepts that any result or its display presented in whatever form obtained using the Software must not be used for any purpose other than education or research. The Software is protected by the copyright laws of the Estonia and other countries. All rights not expressly granted in this Agreement are reserved by BioNexio.
2. Free Version Use License. BioNexio grants End User an unlimited license to use the Free version. Free version can be used for both commercial and non-commercial purposes.

3. Premium Version Trial License. End User may use the Software for free for fourteen (14) days after registration ("Trial Period"). During the Trial Period, BioNexio grants End User a limited, non-exclusive, non-transferable, non-renewable license to use the Software for evaluation purposes only. Premium version features will be disabled at the end of Trial Period.

4. Premium Version Use License. This Software is licensed, not sold. End User has the option of paying a license fee in order to use the Premium Version. Upon payment of the license fee, BioNexio grants End User a limited, non-exclusive, non-transferable license to use the Software for both commercial and non-commercial purposes.

4. Ownership

The foregoing license gives End User a limited license to use the Software. BioNexio retains all rights, title and interest, including all copyright and intellectual property rights, in and to the Software. The Software is protected by the copyright laws of the Estonia and other countries. All rights not expressly granted in this Agreement are reserved by BioNexio. End User has no rights to view, examine, inspect, possess, redistribute, or any other rights to the Software source code. BioNexio will retain all such source code at its sole discretion. As between the parties, End User owns all rights, title and interest in and to the data that End User uploads or inputs into the Software and End User's Confidential Information as defined below under Section 6 (collectively, "End User Data"). Except as expressly provided herein, BioNexio acquires no right, title or interest in or to End User Data. End User grants BioNexio a royalty-free, worldwide, non-exclusive license to use, copy, modify and distribute End User Data to provide you the Software.

5. Updates and Modifications

BioNexio may provide Software updates or modifications, including, but not limited to for legal or technical reasons including to revise, improve and/or optimize the Software. Such updates or modifications may delete or change the nature of features or other aspects of the Software, including functions End User may rely upon. BioNexio will use commercially reasonable efforts to provide updates/modifications that do not materially reduce the level of performance, functionality, or security of the Software. End User acknowledges and agrees that updates/modifications may occur at BioNexio's sole discretion and that BioNexio may condition continued use of the Software upon acceptance of such update or modifications. Any updates/modifications shall be deemed to be, and shall constitute part of, the Software for purposes of this Agreement.

END USER AGREES TO MAKE SUCH UPDATES/MODIFICATIONS AND/OR ALLOW SUCH UPDATES/MODIFICATIONS TO BE MADE. FAILURE TO ALLOW FOR SUCH UPDATES/MODIFICATIONS IS A MATERIAL BREACH OF THIS AGREEMENT. BIONEXIO SHALL NOT BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES ARISING FROM YOUR FAILURE TO ACCEPT ANY UPDATE OR PATCH THAT BIONEXIO MAKES AVAILABLE. END USER AGREES THAT BIONEXIO MAY SUSPEND END USER'S ACCESS TO THE SOFTWARE FOR ITS FAILURE TO INSTALL UPDATES/MODIFICATIONS IMMEDIATELY.

6. CONFIDENTIAL INFORMATION

Each party agrees: (i) that it will use reasonable efforts (which shall be no less than the efforts used to protect its own confidential information of a similar nature) to prevent the disclosure of the other party's Confidential Information to any person or entity, unless authorized in writing by the other party; and (ii) that it will not use Confidential Information of the other party for any purpose other than as authorized by this Agreement or by the other party. As to BioNexio, Confidential Information includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, the features and functions of the Software that are not available to the general public via the public internet (including screen shots of the same), future product plans, specifications, and the commercial terms (including pricing), and any other proprietary, financial or business information. As for End User, Confidential Information includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, login credentials for accessing the Software and any data uploaded to the Software by End User. Confidential Information shall not include (i) information which is or becomes publicly known through no act or omission of the receiving party, or (ii) information gained by the receiving party independent of the disclosing party. It shall not be a breach of these Terms to disclose Confidential Information required to be disclosed pursuant to administrative or court order, government or regulatory investigation or requirement, or arbitration or litigation arising out of these Terms; provided, however, that to the extent permissible, each party shall, in advance of any such disclosure promptly notify the other party in order to enable the other party reasonable time to seek a protective order with respect to the requested information or otherwise challenge or oppose the disclosure requirement.

7. FEEDBACK.

End User may provide Feedback from time to time during the term of the Agreement. All such Feedback are provided "AS IS." End User hereby grants to BioNexio a non-exclusive, royalty-free, perpetual, irrevocable license under all Feedback and all intellectual property rights therein, to copy, use and modify such Feedback and to make, have made, use, import, offer to sell and sell products and services incorporating such Feedback.

8. LIMITED WARRANTY AND DISCLAIMER

1. BioNexio warrants that, for a period of 90 days, the Software will perform in substantial conformance with published specifications for the Software.
2. EXCEPT AS SET FORTH IN THE FOREGOING LIMITED WARRANTY WITH RESPECT TO THE SOFTWARE, BIONEXIO DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE IS PROVIDED "AS-IS". THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. BIONEXIO DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. THE SOFTWARE IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS.
3. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO 90 DAYS FROM THE DATE OF DELIVERY.
4. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BIONEXIO SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

11. LIMITATION OF LIABILITY

1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF BIONEXIO OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.
2. EACH PARTY'S TOTAL LIABILITY TO THE OTHER FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE AMOUNT END USER PAID FOR THE SOFTWARE.
3. (USA only) SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO END USER AND END USER MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.
4. THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT.

12. Term, Termination and Suspension

1. The term of the Agreement begins upon the provision of access to the Software and continues for one year the ("Term"), unless otherwise agreed to in writing by the parties. The Term shall automatically renew for an additional one year term unless End User provides BioNexio with written notice of its intent not to renew at least thirty (30) days prior to the expiration of the current Term.
2. BioNexio may suspend the End User's or temporarily disable access to all or part of the Software in the event of any suspected illegal activity or requests by law enforcement or other government agencies. Objections to suspension or disabling of accounts should be made to info@nexio.bio within thirty (30) days of notification of the suspension or disabling. BioNexio may terminate a suspended or disabled account after thirty (30) days. In addition, BioNexio reserves the right to terminate any account upon reasonable belief of the violation of any of the terms of the Agreement, including non-payment. In the event of termination by reason of the End User's failure to comply with any part of this agreement, or upon any act which shall give rise to BioNexio's right to terminate, BioNexio shall have the right, at any time, to terminate the license(s), deny access to the BioNexio Offering, delete account information (including but not limited to email IDs and passwords), and/or take immediate possession or confirm destruction of the BioNexio Offering and documentation and all copies wherever located, without demand or notice. Within 5 days after termination of the license(s), End User will return to BioNexio the BioNexio Offering in the form provided by BioNexio or as modified by the End User, or upon request by BioNexio destroy the BioNexio Offering and all copies, and certify in writing that they have been destroyed. Without limiting any of the above provisions, in the event of termination as a result of the End User's failure

to comply with any of its obligations under this Agreement, the End User shall continue to be obligated for any payments due. Termination of the License shall be in addition to and not in lieu of any equitable remedies available to BioNexio.

14. General

1. This Agreement shall be governed by the internal laws of the Estonia.
2. End User represents and warrant that End User is not and will not provide a Service to any entity incorporated in or resident in a country subject to economic or trade sanctions by Estonia. Any breach of this Section is a material breach of these Terms and BioNexio may immediately terminate these Terms.
3. To the maximum extent permitted by law, BioNexio reserves the right, at its sole discretion, to add, amend or delete any part of this Agreement, and any such variation of terms and conditions shall be deemed as accepted by End User and/or any Authorized User signing up and using Software that references the updated terms and conditions.
4. The Software has not been designed to conflict with any compliance areas of section 508 of the Rehabilitation Act for Electronic and Information Technology Accessibility for Persons with Disabilities.
5. End User agrees that BioNexio may identify End User as a recipient of the Software and use its logo in sales presentations, marketing materials, press releases and financial presentations provided that BioNexio uses End User's logo in accordance with End User's logo guidelines.
6. If any term, clause or provision of this Agreement shall be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to have been deleted from this Agreement.
7. A party to this Agreement will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, criminal acts, distributed denial of service attacks, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, pandemics, riots, war, utility or communication failures, or other cause beyond the Party's reasonable control. Both parties shall use reasonable efforts to mitigate the effect of a force majeure event.
8. Acceptance of this offer is expressly limited to the terms and conditions set forth by BioNexio herein. Additional or different terms raised by the End User shall be interpreted as mere proposals for additions to the contract and shall not be binding on BioNexio. Any such proposal for additions or any other different terms are deemed rejected unless expressly accepted in writing by BioNexio. BioNexio objects to any and all additional or different terms set forth in any other commercial document or End User purchase order in this transaction or any subsequent renewal regardless of when delivered or processed. Such additional or different terms are rejected without regard to whether any additional or different term amounts to a material alteration of the contract. This Agreement, when effective, supersedes all previous agreements, understandings or commitments whatsoever between the parties in relation to the subject matter of this Agreement whether oral or written, and represents the entire Agreement between them. End User acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation (whether innocent or negligent) assurance or warranty (whether or not in writing) of BioNexio or any other person (whether or not party to these Terms) other than as expressly set out in this Agreement. End User specifically agrees that it has not relied upon and its purchase of subscriptions is not contingent upon the future availability of any Software, products, services, programs, modifications, enhancements or updates in entering into the payment obligations in these Terms.
9. All provisions of this Agreement that require or that can reasonably be inferred by their terms to survive the termination or expiration of these Terms shall so survive.
10. The delay or failure of a Party at any time to enforce a right or remedy available to it under this Agreement with respect to any breach or failure will not be construed as a waiver with respect to that breach or failure or any other breach or failure.
11. Except for assignment to a Party's affiliate (any entity which directly or indirectly controls, is controlled by, or is under common control with such Party), or in the case of a merger, acquisition or sale of all or substantially all assets not involving a direct competitor of the other Party, neither Party may assign or otherwise transfer any right or obligation set forth under this Agreement without the other Party's prior written consent, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, BioNexio may subcontract the provision of Service in whole or in part to a BioNexio affiliate. Any purported assignment or transfer in violation of this Section is void.

12. Each Party is an independent contractor in the performance of this Agreement, and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection with these Terms.

13. There are no third-party beneficiaries to this Agreement. BioNexio OÜ June 16 2025