Terms of Service

Effective Date	March 22, 2026
Last Modified	March 22, 2026
Policy Status	Active

Global Terms of Service for PsyData Labs L.L.C.

Effective Date: March 22, 2026
Last Updated: March 22, 2026

1. Acceptance of Terms

By accessing or using any services, products, applications, websites, APIs, or resources (collectively, the "**Services**") provided by PsyData Labs L.L.C. ("**PsyData Labs**", "**Company**", "**we**", "**us**", or "**our**"), you agree to be bound by these Terms of Service ("**Terms**").

If you do not agree, you must not use the Services.

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2. Scope of Services

PsyData Labs provides a range of offerings, including:

- Behavioral data analysis
- Artificial intelligence and machine learning systems
- Psychological and psychometric tools
- Mental health technology solutions
- Human-computer interaction systems
- Research, analytics, and consulting services
- Digital platforms, applications, and APIs

All Services are subject to these Terms and any applicable supplemental agreements.

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3. Eligibility

You must:

- Be at least 18 years old
- Have the legal capacity to enter into binding agreements

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4. Accounts and Access

- You are solely responsible for maintaining account security
- You must provide accurate information
- You are responsible for all activity under your account

We reserve the right to suspend or terminate access at our discretion.

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5. Acceptable Use

You agree **not to**:

- Use Services for unlawful or harmful purposes
- Attempt to gain unauthorized access
- Reverse engineer or exploit systems
- Use Services to manipulate, exploit, or harm individuals
- Misuse AI systems or outputs

Additional restrictions may be defined in our Acceptable Use Policy.

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6. AI and Analytical Systems

You acknowledge that:

- AI outputs may be probabilistic and not guaranteed
- Outputs do not constitute medical, legal, or professional advice
- Human judgment must be applied

You are responsible for how outputs are used.

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7. Data and Privacy

Your use of the Services is subject to our Privacy Policy, which is incorporated into these Terms.

Where applicable:

- A Data Processing Agreement governs personal data processing
- A Business Associate Agreement governs health-related data

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8. User Data

- You retain ownership of your data
- You grant PsyData Labs a limited license to process data to provide Services

You represent that:

- You have rights to provide the data
- Data does not violate any laws

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9. Intellectual Property

All Company-owned materials, including:

- Software, platforms, and systems
- AI models, and methodologies
- Content and branding

  are owned by PsyData Labs or its licensors.

No rights are granted expect as expressly stated.

10. Third-Party Services

Services may integrate with third-party providers.

We are not responsible for third-party services or practices.

11. Service Availability

We do not guarantee:

- Continuous availability
- Error-free operation

We may modify, suspend, or discontinue Services at any time.

12. Fees and Payments

Certain Services may require payment.

- Fees are disclosed at the time of purchase or in agreements (e.g., MSA, SOW)
- Failure to pay may result in suspension

13. Enterprise Agreements

Where applicable:

- A Master Services Agreement (MSA) governs enterprise use
- Statements of Work (SOW) define specific services

In case of conflict:

- MSA/SOW take precedence over these Terms

14. Security

We implement reasonable safeguards consistent with our internal policies, including:

- Information Security Policy
- Incident Response Plan

However, **no system is completely secure**.

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15. Disclaimers

Services are provided “**as is**” and “**as available**”.

We disclaim all warranties, including:

- Accuracy
- Reliability
- Fitness for a particular purpose

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16. Limitation of Liability

To the maximum extent permitted by law:

- PsyData Labs is not liable for indirect or consequential damages
- Total liability is limited to amounts paid for Services

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17. Indemnification

You agree to indemnify PsyData Labs against claims arising from:

- Your use of Services
- Your data
- Violations of these Terms

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18. Termination

We may suspend or terminate access:

- For violations of these Terms
- For legal or security reasons

You may discontinue use at any time.

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19. Compliance with Laws

You agree to comply with all applicable laws and regulations

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20. Governing Law

These Terms are governed by the laws of the State of New York.

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21. Updates

We may update these Terms at any time.
Continued use constitutes acceptance of updated Terms.

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22. Entire Agreement

These Terms, together with:

- Privacy Policy
- DPA
- Billing & Refund Policy (if applicable)
- BAA (if applicable)
- MSA/SOW (if applicable)

  constitute the entire agreement

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23. Contact Information

Registered Address:

PsyData Labs L.L.C.
3019 State Route 31
Canastota, NY 13032

Contact Email: contact@psydata.org
Abuse & Report Email: abuse@psydata.org
Legal Email: legal@psydata.org
Privacy Email: privacy@psydata.org
Data Protection Officer Email: privacydpo@psydata.org

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24. Statement of Use

By using PsyData Labs Services, you acknowledge that you have **read**, **understood**, and **agree** to these Terms of Service.