



A Brand of Nexnu Vision AI Solutions Pvt. Ltd.

TERMS AND CONDITIONS

Effective Date: **6 February 2025**

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Version: **2.1**

These Terms and Conditions govern your use of NexClinAI services and constitute a legally binding agreement between you and Nexnu Vision AI Solutions Pvt. Ltd. Please read them carefully before accessing or using our website or services.

1. Introduction and Acceptance

1.1 Agreement

Welcome to NexClinAI, operated by **Nexnu Vision AI Solutions Pvt. Ltd.** (“Company,” “we,” “our,” or “us”), a private limited company incorporated under the Companies Act, 2013, with its registered office at Madurai, Tamil Nadu, India.

These Terms and Conditions (“Terms”) govern your access to and use of the NexClinAI website (nexclinai.com), platform, tools, datasets, and all related services (“Services”). By accessing our website, creating an account, downloading resources, requesting datasets, or otherwise using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms.

1.2 Capacity to Contract

By entering into these Terms, you represent and warrant that you are at least 18 years of age (or the age of legal majority in your jurisdiction), have the legal capacity to enter into binding agreements, and, if acting on behalf of an organisation, have the authority to bind that organisation to these Terms.

1.3 Relationship with Other Agreements

These Terms apply to general website access and service usage. Specific dataset licensing, delivery, and commercial arrangements are governed by separately executed agreements, including but not limited to:

- Master Service Agreement (MSA)
- Dataset Licensing Agreement (DLA)
- Data Use Agreement (DUA)
- Non-Disclosure Agreement (NDA)

In the event of a conflict between these Terms and a separately executed agreement, the provisions of the specific agreement shall prevail to the extent of the inconsistency.

2. About NexClinAI

NexClinAI is a specialised medical imaging data platform that provides curated, de-identified clinical datasets to support AI research, model training, algorithm development, clinical validation, and regulatory submission workflows.

Our clients include medical AI companies, academic and research institutions, contract research organisations (CROs), pharmaceutical companies, healthcare providers, and MedTech innovators across multiple countries.

NexClinAI is a brand of Nexnu Vision AI Solutions Pvt. Ltd. All references to “NexClinAI” in these Terms refer to the Company acting through its NexClinAI brand and platform.

3. Key Definitions

In these Terms, unless the context otherwise requires, the following terms shall have the meanings set out below:

Term	Definition
“Company,” “We,” “Us”	Nexnu Vision AI Solutions Pvt. Ltd., operating as NexClinAI
“You,” “Client,” “User”	Any individual or organisation accessing our website, platform, or Services
“Data” / “Datasets”	De-identified medical imaging and clinical data curated and provided through our platform
“Services”	All offerings including datasets, platform access, tools, consultation services, QC pipelines, and delivery workflows
“Data Partner”	Licensed healthcare institution, diagnostic centre, or authorised entity from which clinical data is sourced
“Platform”	The NexClinAI website, client portal, and associated digital infrastructure
“PHI”	Personal Health Information as defined under HIPAA and equivalent regulations
“De-Identified Data”	Clinical data from which all direct and indirect personal identifiers have been removed in accordance with applicable standards
“Intellectual Property”	All proprietary algorithms, methodologies, pipelines, documentation, tools, trade secrets, and associated rights owned by the Company

4. Website Use and Access

4.1 Permitted Use

Subject to these Terms, you are granted a limited, non-exclusive, non-transferable, revocable licence to access and use our website for the following purposes:

- Browsing and evaluating our datasets, services, and documentation
- Downloading publicly available resources, whitepapers, and technical documentation
- Submitting inquiries, consultation requests, and dataset requirements through designated forms
- Accessing client portals, dataset previews, and QC reports with valid authorisation credentials
- Scheduling meetings and consultations through our integrated booking tools

4.2 Prohibited Activities

You shall not engage in any of the following activities in connection with your use of our website or Services:

- Attempting to breach, circumvent, or test the security of our website, servers, or infrastructure
- Using automated tools, bots, scrapers, crawlers, or similar technologies to access, extract, index, or harvest content from our website without prior written permission
- Impersonating NexClinAI, its employees, or affiliates, or misrepresenting your affiliation with any person or entity
- Uploading, transmitting, or distributing malicious code, viruses, worms, or any material that disrupts, damages, or impairs the operation of our website or Services
- Using the website or Services for any unlawful purpose or in violation of any applicable local, national, or international law or regulation
- You shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the underlying structures, source code, algorithms, or trade secrets of any software, proprietary tools, or technology underlying our platform
- Interfering with or disrupting the integrity or performance of our Services or the data contained therein
- Accessing or using any portion of the website or Services to build a competing product or service

4.3 Account Registration

Certain features of our Services may require you to create an account or register on our platform. When registering, you agree to:

- Provide accurate, current, and complete information
- Maintain and promptly update your registration information to keep it accurate
- Maintain the confidentiality of your login credentials and not share them with any third party
- Accept responsibility for all activities that occur under your account
- Notify us immediately of any unauthorised use of your account or any other breach of security

5. Data and Services

5.1 Nature of Data

All clinical datasets curated and provided through NexClinAI are strictly de-identified in accordance with internationally recognised standards prior to delivery. Datasets are intended exclusively for research, AI model development, algorithm training, validation, and related healthcare technology purposes.

5.2 Data Use Restrictions

By accessing or receiving datasets from NexClinAI, you agree to the following binding restrictions:

- **No Re-Identification:** You shall not attempt, directly or indirectly, to re-identify any individual whose data may be included in the datasets, whether through cross-referencing, data linkage, inference, or any other method.
- **No Direct Clinical Use:** Datasets shall not be used for direct clinical diagnosis, treatment decisions, or patient care without appropriate regulatory review, clinical validation, and approval from relevant authorities.
- **No Redistribution:** You shall not redistribute, resell, sublicense, or share datasets with any third party without the prior written consent of NexClinAI.
- **Compliance with Applicable Laws:** You shall handle all datasets in compliance with applicable data protection, privacy, and healthcare regulations in your jurisdiction.
- **Security Obligations:** You shall implement and maintain appropriate technical and organisational safeguards to protect the datasets from unauthorised access, use, disclosure, or loss.

5.3 Licensing Process

Dataset access follows a structured licensing process designed to ensure compliance, traceability, and responsible use:

1. Initial Consultation: Discussion of research objectives, dataset requirements, modality, volume, and use case specifics.
2. Master Service Agreement (MSA): Establishment of overarching commercial and legal terms governing the business relationship.
3. Dataset Licensing Agreement (DLA): Specification of dataset scope, permitted uses, delivery format, pricing, and duration.
4. Secure Data Delivery: Encrypted delivery of QC-verified, de-identified datasets in the client's specified format and structure.

5.4 Dataset Accuracy Disclaimer

While NexClinAI applies rigorous quality control processes, including dual-layer QC (automated and human-in-the-loop review), duplication checks, and modality classification, we do not warrant that datasets are entirely free from errors, omissions, or inaccuracies. Clients are responsible for performing their own validation and fitness-for-purpose assessment before relying on any dataset for model training or research conclusions.

6. Compliance and Legal Requirements

6.1 Regulatory Compliance Obligations

Clients and users of NexClinAI Services are responsible for ensuring their use of datasets and the platform complies with all applicable laws and regulations in their respective jurisdictions. Without limitation, these may include:

India

- Digital Personal Data Protection Act (DPDP), 2023
- Information Technology Act, 2000 and rules thereunder
- Indian Medical Council (Professional Conduct, Etiquette and Ethics) Regulations, 2002, where applicable

United States

- Health Insurance Portability and Accountability Act (HIPAA)
- 21 CFR Part 11 (FDA Electronic Records and Signatures), where applicable
- State-specific healthcare data protection laws (e.g., CCPA/CPRA for California residents)

European Union / United Kingdom

- General Data Protection Regulation (GDPR)
- UK Data Protection Act, 2018
- Medical Device Regulation (MDR) 2017/745, where applicable

Other Jurisdictions

- Local healthcare data protection and privacy laws applicable in the client's country of operation
- Institutional ethics and review board approvals where required by the client's institution

6.2 Compliance Documentation

NexClinAI may request compliance documentation from clients to verify adherence to applicable regulations. This may include:

- Certificates of compliance or self-certification statements
- Institutional Review Board (IRB) or Ethics Committee approvals where mandated by the client's institution for their specific use case
- Data protection impact assessments (DPIAs) for high-risk processing activities

6.3 Incident Reporting

Clients must report any data incident, security breach, unauthorised access, or suspected re-identification attempt involving NexClinAI datasets to our compliance team within 48 hours of discovery at legal@nexclinai.com.

6.4 Compliance Verification

NexClinAI may request reasonable compliance verification or documentation from clients to confirm adherence to dataset licensing terms and applicable regulations. Where a more detailed review is required, NexClinAI may commission an independent compliance assessment, subject to reasonable prior notice, mutually agreed scope, and at NexClinAI's cost.

7. Intellectual Property

7.1 Company's Intellectual Property

All content on the NexClinAI website and platform, and all proprietary elements of our Services, are and shall remain the exclusive intellectual property of Nexnu Vision AI Solutions Pvt. Ltd., including but not limited to:

- Proprietary data processing algorithms, QC pipelines, and automation workflows
- The Duplication Checker, Redactor Pro, QC Pipeline, Clinical Intelligence Engine, and Cohort Builder tools
- Data curation methodologies, dataset structuring frameworks, and delivery architectures
- Website design, graphics, logos, trademarks, trade names, and branding elements
- Technical documentation, training materials, whitepapers, and marketing content
- Source code, databases, APIs, and software architecture

7.2 Usage Restrictions

Unless expressly authorised in writing by NexClinAI, you shall not:

- Reproduce, duplicate, copy, sell, resell, or exploit any portion of the website, Services, or content for any commercial purpose
- Redistribute, sublicense, or create derivative works from datasets or tools provided by NexClinAI
- Reverse engineer, decompile, or disassemble any proprietary methods, algorithms, or tools
- Remove, alter, or obscure any proprietary notices, labels, or markings
- Share, transfer, or disclose login credentials, access keys, or API tokens to any unauthorised third party
- Use the NexClinAI name, brand, or trademarks in any manner that suggests endorsement, affiliation, or sponsorship without prior written consent

7.3 Client's Intellectual Property

NexClinAI does not claim ownership of any intellectual property developed by clients using datasets licensed from our platform, including but not limited to AI models, algorithms, research findings, or publications. However, clients may not claim ownership of the underlying de-identified datasets themselves, which remain licensed (not sold) under the applicable DLA.

7.4 Feedback

Any suggestions, ideas, feedback, or recommendations you provide to NexClinAI regarding our Services ("Feedback") shall be deemed non-confidential and non-proprietary. NexClinAI shall be free to use, reproduce, modify, and incorporate such Feedback without any obligation to you.

8. Data Security

8.1 Our Security Measures

NexClinAI implements and maintains enterprise-grade security measures designed to protect the confidentiality, integrity, and availability of data processed through our platform:

- End-to-end encryption (AES-256 at rest, TLS 1.2+ in transit) for all data transmission and storage
- Secure cloud infrastructure with SOC 2-aligned controls and regular security audits
- Role-based access control (RBAC) with principle of least privilege
- Multi-factor authentication (MFA) for all internal systems and client portals
- Continuous network monitoring, intrusion detection, and automated threat response
- Regular penetration testing, vulnerability assessments, and patch management

8.2 Your Security Obligations

When accessing or handling datasets or content obtained through NexClinAI, you agree to:

- Implement appropriate technical and organisational safeguards commensurate with the sensitivity of the data
- Maintain access controls, user authentication, and authorisation mechanisms
- Encrypt data at rest and in transit within your own systems
- Restrict access to datasets to authorised personnel only
- Maintain audit logs of data access and usage
- Notify NexClinAI immediately (and in any event within 48 hours) of any security incident, breach, or suspected unauthorised access involving our datasets

9. Confidentiality

Each party acknowledges that in the course of using or providing the Services, it may receive Confidential Information of the other party. "Confidential Information" means all non-public information disclosed by one party to the other, whether orally, in writing, or electronically, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure.

Confidential Information includes but is not limited to: dataset specifications, pricing structures, business strategies, client lists, proprietary methodologies, unpublished research, and technical architecture details.

Each party agrees to:

- Maintain the confidentiality of the other party’s Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care
- Not disclose Confidential Information to any third party without the prior written consent of the disclosing party
- Use Confidential Information solely for the purpose of performing obligations or exercising rights under these Terms or any related agreement

These confidentiality obligations shall survive the termination or expiration of these Terms for a period of three (3) years.

10. Service Availability and Support

10.1 Website and Platform Availability

NexClinAI strives to maintain high availability of its website and platform. However, we do not guarantee uninterrupted, error-free, or continuous access. The website and platform may be temporarily unavailable due to:

- Scheduled maintenance (communicated in advance where practicable)
- Emergency maintenance or security patches
- Force majeure events, internet service disruptions, or third-party service outages

10.2 Support Services

NexClinAI provides support through the following channels:

Channel	Details
Email Support	support@nexclinai.com
Business Hours	Monday – Friday, 9:00 AM – 6:00 PM IST
General Inquiry Response	Within 24 business hours
Priority Support (Licensed Clients)	As per SLA in applicable agreement

11. Fees and Payment

11.1 Pricing

Dataset licensing fees, service charges, and payment terms are specified in the applicable MSA, DLA, or quotation provided to the client. NexClinAI reserves the right to modify its pricing structure for future engagements; however, fees agreed upon in executed agreements shall not be unilaterally changed during the agreement term.

11.2 Payment Terms

Unless otherwise specified in the applicable agreement:

- Invoices are payable within thirty (30) days of the invoice date
- All fees are quoted and payable in the currency specified in the agreement
- Late payments may attract interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is lower
- NexClinAI reserves the right to suspend Services for accounts with overdue payments exceeding sixty (60) days

11.3 Taxes

All fees are exclusive of applicable taxes, duties, and levies, including Goods and Services Tax (GST) where applicable. The client shall be responsible for paying all applicable taxes, except for taxes on NexClinAI's net income.

11.4 Refund Policy

All fees are non-refundable except where explicitly agreed in writing. Due to the nature of digital data licensing, refunds are not available once dataset delivery has been completed. Exceptions are considered only where NexClinAI has materially failed to deliver datasets conforming to the agreed specifications, subject to the dispute resolution process set out in Section 16.

12. Limitations and Disclaimers

12.1 Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, WEBSITE, PLATFORM, AND DATASETS ARE PROVIDED **"AS IS" AND "AS AVAILABLE"** WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY.

Without limiting the foregoing, NexClinAI does not warrant that:

- Datasets will be entirely free from errors, omissions, or inaccuracies
- Datasets will be fit for any particular research purpose or regulatory requirement
- The website or platform will be uninterrupted, secure, or error-free
- Any defects in the Services will be corrected within a specific timeframe

12.2 No Warranty for Regulatory Approval

NexClinAI does not guarantee that datasets will meet regulatory approval requirements in any jurisdiction, including but not limited to the U.S. Food and Drug Administration (FDA), European Conformity (CE) marking, or any other regulatory body. Clients are solely responsible for conducting their own regulatory assessments, clinical validations, and obtaining all necessary approvals before using datasets in connection with any regulated product, device, or submission.

12.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- NexClinAI's total aggregate liability for all claims arising out of or relating to these Terms or the Services shall not exceed the total fees paid by you to NexClinAI in the twelve (12) months immediately preceding the event giving rise to the claim.
- In no event shall NexClinAI be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to loss of profits, goodwill, data, business opportunities, or revenue, even if advised of the possibility of such damages.
- NexClinAI shall not be liable for any damages, losses, or liabilities arising from third-party actions, data breaches beyond our reasonable control, force majeure events, or your failure to comply with these Terms or applicable laws.

12.4 Indemnification

You agree to indemnify, defend, and hold harmless NexClinAI, its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from or in connection with:

- Your use of the Services or datasets in violation of these Terms or applicable law
- Your breach of any representation, warranty, or obligation under these Terms
- Any attempt to re-identify individuals from de-identified datasets
- Any claim by a third party arising from your use or misuse of the datasets or Services

13. Account Management and Termination

13.1 Termination by You

You may discontinue use of our Services and request account closure at any time by providing written notice to support@nexclinai.com. Termination does not relieve you of obligations that have accrued prior to termination, including payment obligations and data handling restrictions.

13.2 Termination by NexClinAI

NexClinAI may suspend or terminate your access to the Services under the following circumstances:

Immediate Termination (No Cure Period)

- Attempted re-identification of individuals in datasets
- Unauthorised redistribution, resale, or sharing of datasets
- Material security breach or data incident caused by your negligence or intentional conduct
- Fraudulent activity, misrepresentation, or impersonation

Termination with 30 Days' Notice

- Non-payment of fees or persistent late payment
- Breach of contractual obligations under MSA or DLA that remains uncured after written notice

Termination with 7 Days' Notice

- Failure to provide requested compliance documentation within a reasonable timeframe
- Violation of regulatory requirements that poses risk to NexClinAI or its Data Partners

13.3 Post-Termination Obligations

Upon termination or expiration of your access to the Services, you must:

1. Immediately cease all use of NexClinAI datasets, tools, and Services
2. Delete or securely destroy all copies of datasets in your possession or control within thirty (30) days
3. Provide a written certification of data deletion signed by an authorised representative of your organisation within forty-five (45) days
4. Settle all outstanding invoices and payment obligations within thirty (30) days
5. Return or destroy all Confidential Information received from NexClinAI

13.4 Survival

The following provisions shall survive termination or expiration of these Terms: Sections 5.2 (Data Use Restrictions), 7 (Intellectual Property), 9 (Confidentiality), 12 (Limitations and Disclaimers), 13.3 (Post-Termination Obligations), 15 (Governing Law), and 16 (Dispute Resolution).

14. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from circumstances beyond the reasonable control of the affected party, including but not limited to natural disasters, epidemics, pandemics, acts of war or terrorism, government orders or restrictions, internet or telecommunications failures, power outages, cyberattacks, or disruption of third-party infrastructure on which the Services depend.

The affected party shall promptly notify the other party of the force majeure event and use reasonable efforts to mitigate its effects and resume performance. If a force majeure event continues for more than ninety (90) days, either party may terminate the affected Services upon written notice.

15. Governing Law and Jurisdiction

15.1 Governing Law

These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India.

15.2 Jurisdiction

Subject to the dispute resolution mechanism set out in Section 16, the courts at Madurai, Tamil Nadu, India shall have exclusive jurisdiction to adjudicate any disputes arising under or in connection with these Terms.

16. Dispute Resolution

The parties agree to resolve any dispute, controversy, or claim arising out of or relating to these Terms through the following tiered mechanism:

Step 1: Direct Resolution

The parties shall first attempt to resolve the dispute amicably through good-faith negotiation. Either party may initiate this process by providing written notice to the other party describing the nature of the dispute. The parties shall use reasonable endeavours to resolve the matter within thirty (30) days of such notice.

Step 2: Mediation

If the dispute is not resolved through direct negotiation within thirty (30) days, either party may refer the matter to mediation under the Mediation Act, 2023 (India). The mediation shall be conducted in Madurai, Tamil Nadu, and the costs shall be shared equally unless otherwise agreed.

Step 3: Arbitration

If mediation does not result in a resolution within sixty (60) days of referral, the dispute shall be referred to and finally resolved by binding arbitration under the Arbitration and Conciliation Act, 1996 (India). The arbitration shall be conducted by a sole arbitrator mutually agreed upon by the parties, or in the absence of agreement, appointed in accordance with the Act. The seat of arbitration shall be Madurai, Tamil Nadu. The language of arbitration shall be English. The arbitral award shall be final and binding.

Step 4: Court Jurisdiction

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief from the courts at Madurai, Tamil Nadu to protect its intellectual property rights or Confidential Information, or to prevent irreparable harm pending arbitration.

17. Communications and Notices

17.1 Updates to These Terms

NexClinAI may update these Terms from time to time. Material changes will be communicated with at least thirty (30) days' prior written notice through email to registered users or a prominent notice on our website. Minor or non-material changes may take effect upon posting with an updated "Last Updated" date.

Continued use of the Services after the effective date of any changes constitutes your acceptance of the revised Terms. If you do not agree with the revised Terms, you must discontinue use of the Services.

17.2 Communication Preferences

- Important legal and service notices will be sent to your registered email address
- Marketing and promotional communications may be opted out of at any time via the unsubscribe link in such communications
- Legal notices required under these Terms may be delivered via email or registered post to the address provided during registration

17.3 Entire Agreement

These Terms, together with any separately executed agreements (MSA, DLA, DUA, NDA), our Privacy Policy, and our Cookie Policy, constitute the entire agreement between you and NexClinAI with respect to the subject matter hereof and supersede all prior or contemporaneous oral or written understandings, proposals, or agreements.

18. General Provisions

18.1 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the original intent.

18.2 Waiver

No failure or delay by either party in exercising any right, power, or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other right.

18.3 Assignment

You may not assign or transfer your rights or obligations under these Terms without the prior written consent of NexClinAI. NexClinAI may assign these Terms in connection with a merger, acquisition, reorganisation, or sale of substantially all of its assets, provided the assignee agrees to be bound by these Terms.

18.4 No Third-Party Beneficiaries

These Terms do not create any third-party beneficiary rights. No person other than the parties hereto shall have any right to enforce any provision of these Terms.

18.5 Relationship of the Parties

Nothing in these Terms shall be construed to create a joint venture, partnership, agency, or employment relationship between you and NexClinAI. Neither party has the authority to bind the other or to incur obligations on its behalf.

19. Contact Information

For questions, concerns, or notices relating to these Terms:

Nexnu Vision AI Solutions Pvt. Ltd.

Operating as: **NexClinAI**

Registered Office: Madurai, Tamil Nadu, India

Contact Type	Details
General Inquiries	info@nexclinai.com
Legal and Compliance	legal@nexclinai.com
Technical Support	support@nexclinai.com
Data Protection Officer	privacy@nexclinai.com
Website	https://nexclinai.com

20. Acknowledgment

By accessing the NexClinAI website, registering for an account, requesting datasets, or otherwise using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. If you do not agree with any provision of these Terms, you must immediately discontinue use of our website and Services.

— End of Terms and Conditions —

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