

# Terms and Conditions of Use – InstantRisk

**Last updated:** [Date]

These Terms and Conditions ("Terms") govern access to and use of the **InstantRisk** application (the "Application"), an AI-powered underwriting and risk analysis tool provided by Parametriks and/or its affiliates (collectively, the "Provider"). By accessing or using the Application, you agree to be bound by these Terms. If you do not agree, you must not use the Application.

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## 1. Purpose of the Application

InstantRisk is an AI-powered underwriting support engine designed to analyze documents and data submitted by users and to generate automated risk-related insights, including indicative **go / no-go** decisions, scoring, summaries, and explanatory elements intended to increase transparency of the analysis.

The Application is intended **solely as a decision-support and analytical tool**. It does **not** provide insurance, legal, financial, actuarial, or regulatory advice, nor does it replace human judgment, professional expertise, or internal underwriting policies.

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## 2. Nature of Outputs and No Reliance

### 2.1 Informational Output Only

All insights, analyses, scores, recommendations, explanations, or decisions generated by InstantRisk (the "Outputs") are: - Automatically generated by artificial intelligence models; - Based exclusively on the data and documents provided by the user and on predefined analytical assumptions; - Probabilistic, indicative, and inherently uncertain.

### 2.2 No Guarantee of Accuracy or Completeness

The Provider does not guarantee that Outputs are accurate, complete, up to date, suitable, or fit for any particular purpose. Errors, omissions, biases, or misinterpretations may occur.

### 2.3 User Responsibility for Decisions

You acknowledge and agree that: - Any decision taken based on the Outputs (including underwriting, pricing, acceptance, rejection, investment, or contractual decisions) is made **entirely at your own discretion and risk**; - The Outputs must be independently reviewed, validated, and approved by qualified human professionals before any use in real-world decision-making.

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## 3. No Liability for Use of Outputs

### 3.1 Disclaimer of Responsibility

To the maximum extent permitted by applicable law, the Provider shall **not be responsible or liable**, directly or indirectly, for: - Any use, interpretation, or reliance on the Outputs; - Any decision, action, or

omission taken based on the Outputs; - Any losses, damages, claims, liabilities, costs, or expenses arising from or related to such use.

### **3.2 No Responsibility of Related Entities**

This limitation of liability applies equally to: - The Provider's parent companies, subsidiaries, affiliates, partners, licensors, service providers, and contractors; - Their respective directors, officers, employees, and agents.

### **3.3 Indemnification**

You agree to indemnify and hold harmless the Provider and all related entities from any claims, damages, losses, or expenses arising out of or related to your use of the Application or Outputs, including third-party claims.

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## **4. User Obligations**

You agree to: - Provide only lawful, accurate, and authorized documents and data; - Ensure that you have all necessary rights and permissions to upload and process such data; - Use the Application in compliance with all applicable laws, regulations, and internal policies; - Not use the Application as the sole basis for automated decision-making where prohibited by law.

You must not: - Use the Application for unlawful, fraudulent, or deceptive purposes; - Attempt to reverse engineer, extract, or misuse the underlying models; - Represent the Outputs as certified, guaranteed, or officially approved assessments.

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## **5. Data Processing and Confidentiality**

### **5.1 Data Usage**

Data and documents submitted may be processed for the purpose of generating Outputs, improving system performance, security, and quality, subject to applicable data protection laws and the Provider's privacy policy.

### **5.2 Confidentiality**

The Provider implements reasonable technical and organizational measures to protect submitted data but does not guarantee absolute security.

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## **6. Intellectual Property**

All intellectual property rights in the Application, including software, models, methodologies, interfaces, and documentation, remain the exclusive property of the Provider or its licensors.

No rights are granted to users except for a limited, non-exclusive, non-transferable right to use the Application in accordance with these Terms.

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## **7. Availability and Modifications**

The Provider may: - Modify, suspend, or discontinue the Application or any feature at any time; - Update these Terms periodically.

Continued use of the Application after updates constitutes acceptance of the revised Terms.

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## **8. Limitation of Liability**

To the fullest extent permitted by law, the Provider shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profits, data, business, or reputation, even if advised of the possibility of such damages.

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## **9. Governing Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of the applicable jurisdiction determined by the Provider. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the competent courts.

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## **10. Contact**

For questions regarding these Terms, please contact the Provider through the official channels associated with the Application.

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**By using InstantRisk, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.**