ProWriter Terms of Service

(For Individual and Team accounts only. Enterprise customers with an executed Main Services Agreement are governed by that agreement instead of these Terms.)

Last Updated: August 19, 2026

Welcome to ProWriter. These Terms of Service ("Terms") are a binding legal agreement between you ("you," "your," or "Customer") and ProWriter, Inc., a Delaware corporation ("ProWriter," "we," "us," or "our"). These Terms govern your access to and use of the ProWriter website, application, APIs, and related services (collectively, the "Services"), including any AI-assisted regulatory writing, document authoring, Templates, Auto Update, Electronic Notebook, Teams, Secure Messaging, Data Analysis, Data Visualization, and Expert Network features made available through the Services.

PLEASE READ THESE TERMS CAREFULLY. BY CREATING AN ACCOUNT, CLICKING "I AGREE," OR ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE ACCEPTABLE USE POLICY, PRIVACY POLICY, AND ANY APPLICABLE SERVICE-SPECIFIC TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SERVICES.

If your organization has executed a separate written Main Services Agreement with ProWriter (an "MSA"), that MSA — together with any Order Form executed under it — governs your organization's use of the Services instead of these Terms, to the extent of any conflict.

1. Relationship to Other Agreements

The following documents are incorporated into these Terms by reference, and by using the applicable feature you agree to the incorporated document as well:

- Acceptable Use Policy (prowriter.app/legal/acceptable-use-policy) — rules governing permissible use of the Services;
- Privacy Policy (prowriter.app/legal/privacy-policy) — how we collect, use, and disclose personal information;
- Service-Specific Terms (prowriter.app/legal/service-specific-terms) — additional terms for specific features such as the Expert Network and Data Analysis tools; and
- Business Associate Agreement, if and only if separately executed by you and ProWriter as part of an Enterprise subscription (a "BAA"). Where a BAA has been executed and applies to your account, it controls over these Terms solely with respect to the handling of Protected Health Information ("PHI").

If any incorporated document conflicts with the body of these Terms with respect to the feature it governs, the incorporated document controls for that feature, except that these Terms control on

matters of limitation of liability, indemnification, and dispute resolution unless the incorporated document expressly states otherwise.

2. Definitions

"Authorized User" means an individual you permit to access the Services under your account, including your employees, contractors, and (for Team accounts) teammates you invite.

"Customer Data" means any content, data, or materials that you or an Authorized User upload, submit, or input into the Services, including documents in your Reference Library, source data for Templates, and messages sent through Secure Messaging.

"Output" means any content generated by the Services in response to Customer Data and your prompts, including draft regulatory documents, summaries, analyses, and visualizations.

"Reference Library" means the repository of source documents, templates, and prior work product you upload to the Services for use in generating Output.

"Credits" means the prepaid usage units described in Section 5 that are consumed when you use AI-assisted features of the Services.

"Third-Party Models" means large language models or other AI models provided by a third party (such as Google's Gemini models) that ProWriter makes available to process Customer Data and generate Output, as further described in Section 8.4.

"Expert" means an independent, third-party regulatory, medical writing, or biostatistics professional made available to Customers through the Expert Network.

3. Eligibility; Accounts

3.1 Eligibility

You must be at least 18 years old and capable of forming a binding contract to use the Services. By creating an account, you represent that you meet these requirements and that all registration information you provide is accurate.

3.2 Individual and Team Accounts

An "Individual Account" is for your personal or independent professional use. A "Team Account" permits an account owner to invite Authorized Users within an organization to a shared workspace, Reference Library, and billing arrangement. The account owner is responsible for all activity on a Team Account, including activity by Authorized Users the owner invites, and for ensuring each Authorized User has agreed to these Terms.

3.3 Account Security

You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account. You must notify us promptly at security@prowriter.app of any unauthorized use of your account.

4. The Services

4.1 License Grant

Subject to your compliance with these Terms and payment of applicable fees, ProWriter grants you a limited, non-exclusive, non-transferable, revocable right to access and use the Services during your subscription term solely for your internal business purposes (the “Permitted Use”).

4.2 Changes to the Services

We may add, modify, or discontinue features of the Services from time to time. We will provide reasonable advance notice of any change that materially reduces the core functionality of a paid feature you are actively subscribed to.

4.3 Beta Features

Features labeled “beta,” “preview,” “coming soon,” or similar (which may include Data Analysis and Data Visualization tools) are provided “as-is,” may be modified or discontinued at any time without notice, and are excluded from any Service Level Agreement uptime commitment.

5. Fees, Payment, and Credits

5.1 Subscription Fees

Access to the Services requires an active, paid subscription. AI-assisted features (including Templates, Auto Update, and Data Analysis) do not activate until you have an active paid subscription and a positive Credit balance; ProWriter does not offer a free trial period during which AI features are enabled.

5.2 Credits

AI-assisted features consume Credits from a prepaid wallet associated with your account. Credits are purchased in advance, are non-refundable except as required by applicable law, and expire as described in your plan's Documentation or Order Form. You are responsible for monitoring your Credit balance; the Services may become unavailable if your balance is depleted until you purchase additional Credits or your plan renews.

5.3 Billing

Subscription fees are billed in advance on a recurring basis (monthly or annually, as selected at checkout) via the payment method on file. Fees are exclusive of taxes, which you are responsible for unless you provide a valid exemption certificate. Except as expressly stated in these Terms, all fees are non-refundable.

5.4 Price Changes

We may change our fees prospectively upon at least 30 days' notice; continued use of the Services after a price change takes effect constitutes acceptance of the new pricing for your next renewal term.

6. Customer Data; License and Data Rights

6.1 Ownership

As between you and ProWriter, you retain all right, title, and interest in and to your Customer Data and, subject to Section 6.3, in and to Output generated from your Customer Data.

6.2 License to ProWriter

You grant ProWriter a non-exclusive, worldwide, royalty-free license to host, copy, transmit, and process your Customer Data solely as necessary to provide, secure, support, and improve the Services and as otherwise permitted under our Privacy Policy.

6.3 No Training on Customer Data

ProWriter does not use your Customer Data or Output to train, fine-tune, or improve any underlying AI or machine-learning model, including Third-Party Models, except with your prior written opt-in consent. This commitment is implemented through zero-data-retention and no-training contractual terms with our model and infrastructure providers, described further in Section 8.4.

6.4 Feedback

If you provide suggestions, ideas, or feedback about the Services, you grant ProWriter a perpetual, irrevocable, royalty-free license to use that feedback for any purpose without obligation to you.

7. Privacy and Security

Our collection and use of personal information in connection with the Services is described in our Privacy Policy. We maintain administrative, technical, and physical safeguards designed to protect Customer Data, as further described in our Information Security Policy, available upon request for Enterprise customers under a mutual non-disclosure agreement.

PHI HANDLING. As described in Section 1 and the Acceptable Use Policy, you may not submit PHI to the Services unless you and ProWriter have executed a BAA covering your account. Where no BAA is in effect, you represent that Customer Data you submit does not contain PHI.

8. Output; Validation; No Professional Advice

8.1 AI-Generated Output

The Services use artificial intelligence, including Third-Party Models, to generate Output based on your Customer Data and prompts. Output may be incomplete, inaccurate, or unsuitable for your intended purpose.

8.2 No Professional, Medical, or Regulatory Advice

Output is provided for informational and drafting-assistance purposes only. Output does not constitute regulatory, medical, legal, or other professional advice, and does not represent a guarantee that any document will be accepted by the U.S. Food and Drug Administration or any other regulatory authority.

8.3 Validation Obligation

You are solely responsible for independently reviewing, fact-checking, and validating all Output — including citations, statistics, and clinical claims — against your underlying source materials before relying on, publishing, submitting, or otherwise using that Output for any purpose, including regulatory submission. ProWriter's grounding and citation features are designed to reduce, but do not eliminate, the risk of inaccurate Output, and do not relieve you of this validation obligation.

8.4 Third-Party Models

Certain Output is generated by Third-Party Models operated by ProWriter's infrastructure and model providers (currently, models made available via Google Cloud Platform, including the Gemini model family). ProWriter has executed contractual commitments with these providers, including a Business Associate Agreement covering PHI processed on our behalf and provisions restricting the use of data processed through those services to train the providers' models. Additional terms applicable to specific Third-Party Models, if any, will be made available at prowriter.app/legal/third-party-model-terms.

9. Expert Network

9.1 Marketplace Role

The Expert Network allows you to connect with independent, third-party Experts for professional regulatory, medical writing, or biostatistics services. ProWriter operates the Expert Network solely as a marketplace connecting Customers and Experts; Experts contract directly with, and bill, the Customer for their services, and ProWriter is not a party to that engagement.

9.2 No Endorsement or Supervision

ProWriter does not employ, supervise, direct, or control the professional work of any Expert, and does not review or approve Expert deliverables before they are provided to you. Any credentials or licenses displayed on an Expert's profile are self-reported by the Expert and have not been independently verified by ProWriter unless expressly stated otherwise.

9.3 Your Responsibility

You are responsible for evaluating each Expert's qualifications and for independently validating any deliverable an Expert provides before relying on it, consistent with Section 8.3.

9.4 Disclaimer of Liability for Expert Services

PROWRITER DISCLAIMS ALL LIABILITY FOR THE ACTS, OMISSIONS, ADVICE, OR WORK PRODUCT OF ANY EXPERT, INCLUDING ANY ERROR, DELAY, BREACH OF CONFIDENTIALITY, OR PROFESSIONAL NEGLIGENCE BY AN EXPERT. YOUR RECOURSE FOR ANY DISPUTE ARISING FROM AN EXPERT'S SERVICES IS AGAINST THAT EXPERT DIRECTLY, AND NOT AGAINST PROWRITER.

10. Intellectual Property

ProWriter retains all right, title, and interest in and to the Services, including all software, templates, models, and Documentation, and all associated intellectual property rights. Except for the limited license granted in Section 4.1, no rights are granted to you by implication or otherwise.

11. Confidentiality

Each party may have access to the other's non-public business, technical, or financial information ("Confidential Information"). Each party agrees to use the other's Confidential Information solely to perform its obligations under these Terms, and to protect it using at least the same degree of care it uses to protect its own confidential information of similar importance, but no less than reasonable care. Customer Data is your Confidential Information; the non-public terms of these Terms and any Order Form are each party's Confidential Information. This Section does not apply to information that is or becomes public through no fault of the receiving party, was rightfully known prior to disclosure, or is independently developed.

12. Term; Suspension; Termination

12.1 Term

These Terms remain in effect for as long as you maintain an account or subscription, unless terminated earlier as described below.

12.2 Termination for Convenience

You may cancel your subscription at any time through your account settings, effective at the end of your then-current billing period. We may terminate these Terms for convenience upon 30 days' written notice.

12.3 Suspension and Termination for Cause

We may suspend or terminate your access to the Services immediately, without liability, if you materially breach these Terms (including the Acceptable Use Policy) and fail to cure that breach within

10 days of notice (or immediately, without notice, for breaches that pose a security risk, legal risk, or risk of harm to others, including violations of Section 1 of the Acceptable Use Policy).

12.4 Effect of Termination

Upon termination, your right to access the Services ends. We will make Customer Data available for export for 30 days following termination, after which we may delete it, except as required to be retained by law or our data retention policies. Sections 5 (as to fees owed), 6.1, 10, 11, 13, 14, 15, and 16 survive termination.

13. Warranty Disclaimers

EXCEPT AS EXPRESSLY STATED IN THESE TERMS, THE SERVICES AND ALL OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. PROWRITER DOES NOT WARRANT THAT OUTPUT WILL BE ERROR-FREE, COMPLETE, OR SUITABLE FOR ANY REGULATORY, CLINICAL, OR PUBLICATION PURPOSE, OR THAT ANY REGULATORY AUTHORITY WILL ACCEPT A SUBMISSION PREPARED WITH THE ASSISTANCE OF THE SERVICES.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR (A) YOUR PAYMENT OBLIGATIONS, (B) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 15, AND (C) BREACHES OF SECTION 11 (CONFIDENTIALITY), EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE FEES YOU PAID TO PROWRITER IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15. Indemnification

15.1 By You

You will defend, indemnify, and hold harmless ProWriter from any third-party claim arising out of: (a) your Customer Data, including any claim that it infringes a third party's intellectual property or privacy rights, or contains PHI submitted in violation of Section 1; (b) your violation of the Acceptable Use Policy; or (c) your use of Output without performing the validation required by Section 8.3.

15.2 By ProWriter

ProWriter will defend, indemnify, and hold harmless you from any third-party claim alleging that the Services, as provided by ProWriter and used in accordance with these Terms, infringe that third party's U.S. patent, copyright, or trademark, subject to ProWriter's right to modify the Services or procure a license to resolve the claim.

16. Governing Law; Dispute Resolution

16.1 Governing Law

These Terms are governed by the laws of the State of Delaware, without regard to its conflict-of-laws principles.

16.2 Binding Arbitration

Except for claims for injunctive relief, claims arising from a breach of Section 11 (Confidentiality) or Section 10 (Intellectual Property), and claims that may be brought in small claims court, any dispute arising out of or relating to these Terms will be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, conducted in Wilmington, Delaware (or remotely, by agreement of the parties), before a single arbitrator. ARBITRATION WILL PROCEED ON AN INDIVIDUAL BASIS ONLY; YOU AND PROWRITER EACH WAIVE THE RIGHT TO PARTICIPATE IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

16.3 Venue for Excluded Claims

Any claim excluded from arbitration under Section 16.2 will be brought exclusively in the state or federal courts located in New Castle County, Delaware, and each party consents to the personal jurisdiction of those courts.

17. General Provisions

17.1 Changes to These Terms

We may update these Terms from time to time. If we make a material change, we will provide notice via your account or email at least 30 days before the change takes effect. Your continued use of the Services after the effective date constitutes acceptance of the updated Terms.

17.2 Assignment

You may not assign these Terms without our prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets. ProWriter may assign these Terms without restriction.

17.3 Force Majeure

Neither party is liable for delay or failure to perform resulting from causes beyond its reasonable control, including acts of God, natural disaster, war, terrorism, labor disputes, internet or utility failures, or governmental action.

17.4 Notices

Notices to ProWriter must be sent to legal@prowriter.app. Notices to you may be sent to the email address associated with your account.

17.5 Entire Agreement; Order of Precedence

These Terms, together with the documents incorporated by reference in Section 1, constitute the entire agreement between you and ProWriter regarding the Services and supersede any prior agreements. In the event of a conflict, the order of precedence is: (a) an executed BAA, solely as to PHI; (b) an executed Order Form or MSA, if applicable; (c) applicable Service-Specific Terms; (d) the Acceptable Use Policy; and (e) the body of these Terms.

17.6 Severability; Waiver

If any provision of these Terms is found unenforceable, the remaining provisions remain in full effect. Failure to enforce any provision is not a waiver of that provision.

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