

TERMS OF SERVICE – RESEARCHCHATAI

Last updated: 19 May 2025

PLEASE READ THESE TERMS OF SERVICE ("Terms") CAREFULLY BEFORE ACCESSING OR USING THE RESEARCHCHATAI PLATFORM. BY CREATING AN ACCOUNT, ACCESSING, OR USING ANY PART OF THE SERVICES, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS AND (B) AGREE TO BE BOUND BY THEM. IF YOU DO NOT ACCEPT ALL OF THE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

These Terms form a legally binding agreement between Maastricht University ("UM," "we," "our," or "us") and two distinct categories of users:

- **Researchers** – any user that creates studies using ResearchChatAI, such as, but not limited to, academic staff, PhD candidates, students, and collaborators who create an Account to configure studies on the Services; and
- **Study Participants** – natural persons who are invited by a Researcher to interact with a chatbot within a study but who do **not** create an Account.

Sections that apply exclusively to Researchers are labelled **[R]**; sections that apply to Participants are labelled **[P]**. All other sections apply to both categories unless expressly stated otherwise.

1. DEFINITIONS

"Account" – a personal credential created by a Researcher **[R]** to access the Services.

"Affiliate" – any entity that directly or indirectly controls, is controlled by, or is under common control with UM.

"Controller" / "Processor" – have the meanings given in the EU General Data Protection Regulation ("GDPR").

"Participant" – a natural person who interacts with a chatbot within a study without registering an Account **[P]**.

"Personal Data" – any information relating to an identified or identifiable natural person processed through the Services.

"Researcher" – a natural person or legal entity that creates an Account and configures studies on the Services **[R]**.

"Services" – the ResearchChatAI platform, including hosting, storage, dashboards, interfaces, and any related support or documentation.

"Study Data" – messages, metadata, prompts, instructions, configuration files, and other content uploaded to or generated by the Services in the course of a research study.

"Third-Party Provider" – any non-UM entity whose services are integrated with or called from the Services (e.g., OpenAI, OpenRouter).

2. SCOPE AND PURPOSE OF THE SERVICES

2.1 Research-Only Use **[R]**. The Services are provided solely to facilitate non-commercial academic research and teaching activities. Commercial use is prohibited unless expressly authorised in writing by UM.

2.2 Functionality. ResearchChatAI enables Researchers to design, deploy, and collect data from conversational AI agents. Study Data are stored on UM servers located in the European Economic Area ("EEA"). Large-language-model outputs are generated by Third-Party Providers on the basis of inputs supplied by Researchers and Participants.

2.3 No Professional Advice. The Services do not provide medical, psychological, legal, or other professional advice. Content generated by AI agents is for research purposes only and must not be relied upon for diagnostic, therapeutic, or decision-making purposes.

2.4 Participant Access **[P]**. Participants access chatbots via unique study links and are **not** required to create an Account. By interacting with the user interface in any manner—including, without limitation, sending a message, answering a question, clicking a button, or otherwise providing input—Participants agree to be bound by these Terms and acknowledge the processing of their data as described herein.

3. ACCEPTANCE AND MODIFICATION OF TERMS

3.1 Binding Agreement.

(a) **Researchers [R]** accept these Terms when creating an Account.

(b) **Participants [P]** accept these Terms only after providing explicit consent. By default, when a Participant opens the chat interface a consent banner appears that (i) links to these Terms and (ii) requires the Participant to click an "I agree" button before any input can be submitted. A

Researcher may disable this banner **only** if the Researcher has already obtained the Participant's explicit, GDPR-compliant consent to these Terms through another channel (e.g., a preceding Qualtrics survey) and records that fact in the study configuration. The Researcher bears sole responsibility for verifying and documenting such prior consent and must be able to provide evidence to UM upon request.

3.2 Updates. We may amend these Terms from time to time. Material changes will be announced (i) via the dashboard or by e-mail to Researchers and (ii) via an in-chat banner or pre-chat notice for ongoing Participant studies. Continued use after the effective date constitutes acceptance of the revised Terms.

4. USER ACCOUNTS AND ELIGIBILITY

4.1 Registration **[R]**. To create an Account, a Researcher must provide accurate and complete information, including a verifiable institutional e-mail address. The Researcher is responsible for maintaining the confidentiality of credentials and for all activities under the Account.

4.2 Eligibility **[R]**. A Researcher represents that (a) they are at least 18 years old (or the age of majority in their jurisdiction) and (b) they have authority to conduct the proposed research in compliance with ethical and institutional requirements.

4.3 Participant Eligibility **[P]**. The Researcher is responsible for ensuring that Participants meet any inclusion criteria and receive adequate information prior to participation. Minors may participate only with verifiable consent of their legal guardian in accordance with Dutch law and institutional guidelines.

4.4 Account Security **[R]**. The Researcher must promptly notify UM of any unauthorised use or suspected breach of security. UM may suspend or terminate access if it reasonably believes that an Account has been compromised or used in violation of these Terms.

5. LICENCE AND PERMITTED USES

5.1 Grant of Rights. Subject to these Terms, UM grants:

- **Researchers** a limited, non-exclusive, non-transferable, revocable licence to access and use the Services for legitimate research and teaching purposes.
- **Participants** a limited, non-exclusive, non-transferable licence to interact with the chatbot for the sole purpose of participating in the study.

5.2 Restrictions. Users may NOT:

- (a) reverse engineer, decompile, or disassemble any part of the Services;
- (b) circumvent usage limits, security features, or access controls;
- (c) use the Services to develop or train commercial AI models;
- (d) upload or transmit content that is unlawful, discriminatory, defamatory, harassing, infringing, or otherwise objectionable;
- (e) introduce viruses, malware, or other harmful code;
- (f) misrepresent the nature of the Services to Participants, or collect Personal Data without a valid legal basis and ethics approval where required; or
- (g) use the Services in violation of any applicable law, regulation, or institutional policy.

5.3 Third-Party Terms. Use of Third-Party Provider services (e.g., language-model APIs) is subject to those providers' terms and policies. Researchers are responsible for complying with such terms and for any fees incurred.

6. DATA PROTECTION AND SECURITY

6.1 Roles. For Study Data stored on UM servers, UM acts as **processor** and the Researcher acts as **controller** under the GDPR. For Account data, UM acts as controller. For transient data processed by Third-Party Providers, those providers act as sub-processors.

6.2 Privacy Documentation. All processing is described in the ResearchChatAI Privacy Statement and Data Protection Impact Assessment (DPIA), which form an integral part of these Terms. Each study must provide Participants with concise information about data processing (e.g., via a short pre-chat notice) and, where relevant, obtain consent or rely on another valid legal basis under the GDPR.

6.3 Researcher Obligations **[R]**. Researchers must:

- obtain explicit, GDPR-compliant consent from Participants for the processing of personal or identifiable data (including special-category data) unless another lawful basis is properly documented and communicated
- obtain necessary approvals (e.g., ethics committee, IRB);
- inform Participants about data processing and obtain consent or rely on another lawful basis;
- ensure special-category data are processed only under appropriate safeguards;
- honour data-subject rights requests in cooperation with UM;
- avoid storing identifiable data in prompts or instructions when possible; and
- export and securely store Study Data needed for publication or verification before retention lapses.

6.4 Participant Rights **[P]**. Participants have the right to access, rectify, erase, restrict, or object to processing of their Personal Data and to withdraw consent at any time without adverse

consequences. Requests should be directed to the Researcher; UM will assist where necessary.

6.5 Technical Measures. UM implements industry-standard security measures, including encryption in transit and at rest, role-based access, and logging.

6.6 Data Retention. UM retains Study Data for a maximum of ten (10) years or until deleted by the Researcher, whichever is sooner. Transient processing data held by Third-Party Providers is stored for up to thirty (30) days.

6.7 Withdrawal [P]. Participants may withdraw from a study at any time by closing the chat interface. If withdrawal includes a request for deletion of their data, such requests must be made to the Researcher responsible for the study. The Researcher is responsible for deleting the relevant data without undue delay, unless retention is required by applicable law or for research integrity purposes.

7. INTELLECTUAL PROPERTY

7.1 UM IP. Except for the limited licences granted herein, UM and its licensors retain all rights in the Services.

7.2 User Content. Researchers retain all rights in Study Data. By uploading or generating content, a Researcher grants UM a non-exclusive, worldwide, royalty-free licence to host, copy, transmit, display, and process such content solely to provide and improve the Services.

7.3 Participant Contributions **[P]**. Participants grant UM and the Researcher a licence to process chat messages for research purposes under the conditions set out in the study-specific information sheet.

7.4 Feedback. UM may use any feedback without restriction or compensation.

8. AVAILABILITY, SUPPORT, AND MAINTENANCE

8.1 Service Levels. UM targets an average monthly uptime of 95 %. Planned maintenance windows and emergency interventions may reduce availability. UM cannot be held liable for a service level below this target.

8.2 Support **[R]**. Basic e-mail support is provided on a best-effort basis (researchchatai@maastrichtuniversity.nl).

8.3 Modifications. UM may modify, suspend, or discontinue any feature at any time. Material changes that substantially degrade core functionality will be announced at least thirty (30) days in advance where reasonably practicable.

9. WARRANTIES AND DISCLAIMERS

9.1 Research-Grade Service. The Services are offered "AS IS" and "AS AVAILABLE" for experimental and research purposes.

9.2 No Warranty. To the fullest extent permitted by Dutch law, UM disclaims all warranties, express or implied.

9.3 Data Loss and Malfunctions. Users acknowledge that the Services may be subject to interruptions, delays, errors, or data loss. Researchers are responsible for creating local backups of Study Data.

10. LIMITATION OF LIABILITY

10.1 Unlimited Liability. Nothing in these Terms excludes liability for death or personal injury caused by gross negligence or wilful misconduct or other liability that cannot be excluded under mandatory law.

10.2 Cap [R]. Subject to Section 10.1, UM's aggregate liability to any Researcher shall not exceed the greater of (a) € 1 000 or (b) the total amounts paid by the Researcher to UM in the twelve (12) months preceding the event.

10.3 Participants [P].

To the fullest extent permitted by law, UM disclaims all liability to Participants arising from or related to the use of the Services. This disclaimer does not limit any non-waivable rights under applicable law, including rights under the GDPR. Participants are not charged for use of the Services and participate voluntarily; no contractual relationship is established between UM and any Participant.

10.4 Exclusion of Certain Damages.

To the fullest extent permitted by law, UM shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of data, loss of goodwill, or loss of expected outcomes, whether in contract, tort, or otherwise, even if UM has been advised

of the possibility of such damages. This exclusion does not apply to liability that cannot legally be limited, including liability arising from violations of applicable data protection laws.

11. INDEMNIFICATION

11.1 Researcher Indemnity **[R]**. A Researcher shall defend, indemnify, and hold harmless UM and its Affiliates from claims arising out of (a) misuse of the Services; (b) Study Data; (c) breach of these Terms or applicable law; or (d) interactions with Participants.

12. SUSPENSION AND TERMINATION

12.1 Suspension. UM may suspend access immediately if required by law, for security reasons, or due to material breach.

12.2 Termination for Breach. Either party may terminate with thirty (30) days' notice if the other materially breaches and fails to cure.

12.3 Effects of Termination. Upon termination, licences cease and UM will delete or anonymise Study Data in accordance with Section 6.6. Sections 7–15 survive termination.

13. GOVERNING LAW AND JURISDICTION

13.1 Governing Law. These Terms are governed by Dutch law, excluding its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.2 Jurisdiction. The courts of Maastricht have exclusive jurisdiction, subject to mandatory provisions.

14. MISCELLANEOUS

14.1 Entire Agreement. These Terms, the Privacy Statement, and study-specific documentation constitute the entire agreement.

14.2 Severability. If any provision is held invalid, the rest remains in force.

14.3 Assignment. You may not assign rights without UM's consent. UM may assign to an Affiliate or successor.

14.4 Force Majeure. Neither party is liable for events beyond reasonable control.

14.5 No Waiver. Failure to enforce any provision is not a waiver.

15. CONTACT

ResearchChatAI Support
Maastricht University, School of Business and Economics
Minderbroedersberg 4–6
6211 LK Maastricht, The Netherlands
E-mail: sbe.researchchatai@maastrichtuniversity.nl

16. ACKNOWLEDGEMENT

By clicking "I agree," creating an Account, or commencing a chatbot interaction, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.