

# PRISM (Peer Review Insight and Screening Model): Terms of Service, Privacy Policy, and Disclosure

**Effective Date:** January 29, 2026

**Corporate Owner:** First Pass Research Reviewing Inc. ("The Company")

**Jurisdiction:** Ontario, Canada

## 1. Acceptance of Terms and Scope of Agreement

- **Binding Affirmation:** By accessing or utilizing any PRISM services, software, or digital products (collectively, the "Services"), including any text, graphics, metadata, or software made available (collectively, "Content"), you—the individual or the entity on whose behalf you act (the "User")—expressly agree to be bound by these Terms of Service.
- **Acknowledgment:** Usage of the Services constitutes an acknowledgment that you have read, understood, and accepted the practices and policies detailed herein.
- **Definitions:** "User" or "You" refers to an individual in their personal capacity or the legal entity for whose benefit the Services are accessed.
- **Remedy for Non-Agreement:** If you do not agree to be bound by or cannot comply with these terms as amended, your sole and exclusive remedy is to immediately cease use of the Services.

## 2. Intellectual Property Rights

- **Pre-existing Property:** Each party retains its rights in its pre-existing intellectual property.
- **Deliverables Copyright:** First Pass Research Reviewing holds copyright on all Deliverables produced as part of use of its products. Text output from Deliverable products can be used for Your workflow.
- **Working Papers:** Except as set out in this Agreement, any intellectual property developed by the Company, and any working papers compiled in connection with the Services (excluding User Information contained in them), shall be the property of the Company.
- **Right to Use:** The User's right to use Deliverables under this Agreement arises following payment for the Services.
- **Trademarks and Logos:** Neither party may use or reference the other's name, logos, or trademarks without prior written consent, though the Company may identify the User publicly as a client in connection with specific Services. Either party may request the use of the other's logo for advertising and service promotion.

## 3. Privacy, Data Stewardship, and Confidentiality

- **Compliance Framework:** The Company collects and processes information and manuscript data in strict accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) and relevant Ontario privacy frameworks.

- **Data Collection:** Information collected includes usage metadata (traffic, geolocation, logs), device identifiers (IP addresses, mobile network info), and User Content (all uploaded or processed materials).
- **Security Standards:** The Company employs industry-standard security technologies designed to protect information from unauthorized access. Detailed security specifications are available upon request, subject to a formal Non-Disclosure Agreement (NDA).
- **Mandatory Retention:** To preserve the integrity of the scientific record and prevent "journal shopping" of flawed data, manuscripts reviewed during the PRISM triage will be retained for five years.
- **Permitted Data Use:** Retained data is used for audit trails, retrospective AI accuracy analysis, and identification of duplicate submissions. The Company may also use User Information for benchmarking and research, provided the use does not externally identify the User.
- **Confidentiality Exceptions:** Neither party may disclose confidential information except where it is public, independently known, necessary for enforcement, or required by law or professional regulations.
- **Processing Jurisdictions:** User Information, including Personal Data, may be processed in various jurisdictions where the Company or its support providers operate, following applicable laws and technical security measures.

#### 4. Fees and Expenses

- **Payment Obligations:** User shall pay professional fees as detailed in the Agreement.
- **Taxes and Duties:** Fees are exclusive of taxes, customs, or tariffs, all of which the User must pay. Payment is due upon receipt unless otherwise specified.
- **Rate Adjustments:** The Company reserves the right to change fees at any time to account for market conditions, limited to once per calendar year with 30 days' notice.
- **Additional Costs:** Extra fees may be charged if events beyond the Company's control affect the ability to perform services or if the User requests additional tasks.
- **Legal Process Reimbursement:** If required by law to produce information or witnesses regarding the Services, the User shall reimburse the Company for professional time and legal costs.

#### 5. Scientific Risk and AI Performance Disclosure

- **"As-Is" Provision:** The Services are provided on an "as-is" and "as-available" basis, with the Company disclaiming all warranties including merchantability and fitness for a particular purpose.
- **Algorithmic Limitations:** Services are powered by Large Language Models (LLMs) which are probabilistic and may produce "hallucinations" (factually incorrect but plausible-sounding outputs).
- **Error Rates:** The system may yield False Positives (missing flaws) or False Negatives (incorrectly flagging quality work).

- **Final Authority:** The use of PRISM does not waive the requirement for human peer review; the Journal Editor remains the final arbiter of scientific validity, and is responsible for all decisions made for their own Journal, including use of PRISM technology.

## 6. Conflict of Interest and Ethical Conduct

- **Algorithmic Impartiality:** The PRISM algorithm evaluates manuscripts based solely on scientific merit and linguistic consistency, independent of commercial interests.
- **Bias Mitigation:** The Company periodically audits for systemic biases related to geography or institutional prestige. Submissions from Company affiliates are flagged for manual human oversight to prevent favoritism.
- **Author Responsibility:** Authors must declare all financial or personal relationships that could influence research, which PRISM may verify against public databases.
- **Anti-Corruption:** Both parties will comply with all applicable laws concerning bribery or corruption.

## 7. Limitation of Liability and Indemnification

- **Scope of Damages:** The Company is not liable for indirect, incidental, or consequential damages, including loss of revenue, profit, publication rights, or professional reputation.
- **Liability Cap:** Total aggregate liability is limited to the fees paid for the specific Services giving rise to the liability during the 12 months preceding the event.
- **Proportionate Liability:** If other parties contributed to a loss, the Company's liability shall be several (not joint) and limited to its proportionate share of the contribution.
- **Claim Time Limits:** Claims must be made no later than one year after the User became aware of the facts, and no later than two years after the completion of the Services.
- **Third-Party Indemnity:** The User agrees to indemnify the Company against all claims and losses arising from the disclosure of Deliverables to third parties, or from any use of the Deliverables or use of PRISM.
- **Exclusions:** Limitations do not apply to losses caused by the Company's fraud or willful misconduct.

## 8. Term and Termination

- **Applicability:** This Agreement applies to all Services whenever performed, including those prior to the Agreement date.
- **Standard Termination:** The Agreement terminates upon completion of Services, or either party may terminate upon 30 days' written notice.
- **Immediate Termination:** The Company may terminate immediately if it determines it can no longer provide Services in accordance with legal or professional obligations.

- **Post-Termination Payment:** User must pay for all work-in-progress and expenses incurred up to the termination date.
- **Survival:** Provisions that by their nature operate beyond the term (liability, indemnities, IP) shall survive termination.

## 9. Governing Law and Dispute Resolution

- **Applicable Law:** This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada.
- **Jurisdiction:** Any legal proceedings shall be brought exclusively in the courts of the Province of Ontario, specifically located in London, Ontario, or as decided by the Company.

## 10. Miscellaneous

- **Force Majeure:** Neither party is liable for breaches (except payment) caused by circumstances beyond their reasonable control.
- **Entire Agreement:** This constitutes the entire agreement and supersedes all prior understandings or confidentiality agreements.
- **Modifications:** Changes must be agreed upon in writing. Continued use of Services five days after an update constitutes acceptance of amended terms.
- **Severability:** If any portion is found unenforceable, it shall be severed to the minimum extent required, and the remainder shall remain in effect.
- **Non-Assignment:** Neither party may assign its rights or claims related to this Agreement.