

SharpED Temporary Online Service Terms

Effective when published | Expires 31 October 2026

1. Provider and scope

1.1 The SharpED online service (the "Service") is provided by Fyzikální ústav AV ČR, v. v. i. (English: Institute of Physics of the Czech Academy of Sciences, v. v. i.), a public research institution established under the laws of the Czech Republic, ID No. 68378271, registered office at Na Slovance 1999/2, 182 00 Prague 8, Czech Republic (the "Provider").

1.2 These Terms govern access to and use of the hosted Service available through sharped.fzu.cz during the Free Preview Period. They do not govern a downloadable, locally installed or API version of SharpED and do not provide the User with any copy of the software, model, model weights or source code.

2. Acceptance and eligibility

2.1 By selecting the acceptance checkbox and submitting data to the Service, the person using the Service (the "User") agrees to these Terms. If the User acts for an organisation, the User confirms that they are authorised to submit the data and accept these Terms for that use.

2.2 A User who does not agree to these Terms must not submit data to or use the Service. The version and effective date of the Terms must be displayed at the point of acceptance.

3. Free Preview Period and future terms

3.1 The Service is provided without a service fee from the date on which these Terms are published until 31 October 2026 at 23:59, Europe/Prague local time (the "Free Preview Period"). The User remains responsible for its own internet, equipment and other third-party costs.

3.2 All rights to access the Service under these Terms end automatically at the end of the Free Preview Period. Use during the Free Preview Period creates no right or legitimate expectation that the Service will remain available or free of charge afterwards.

3.3 From 1 November 2026, the Service may be discontinued, restricted or offered under new terms. The new terms may provide paid access for some users or uses and free access for others, including a distinction between academic or non-commercial use and commercial use.

3.4 There is no automatic renewal or conversion to a paid subscription. No User will be charged solely because the User accessed the Service during the Free Preview Period. Further use after the Free Preview Period will require the User to accept the then-current

terms and, where applicable, expressly agree to the applicable price or enter into a separate agreement.

3.5 The Provider may suspend or end the Free Preview Period earlier where reasonably necessary for security, capacity, maintenance, legal or operational reasons. Any material change to these Terms applies only to data submitted after the revised Terms are displayed and accepted; no change authorises retroactive use of previously submitted data.

4. Limited right to use the Service

4.1 During the Free Preview Period, the Provider grants the User a limited, non-exclusive, non-transferable and revocable right to access the hosted Service and to use the returned Output Data for lawful purposes, subject to these Terms.

4.2 The User may use Output Data in research, teaching, publications, internal work and commercial activity, subject to applicable law and any rights of third parties. This clause does not grant the User any right to reproduce or implement the SharpED method, software or model.

5. Input Data, Output Data and rights

5.1 "Input Data" means crystallographic maps, associated files and other content submitted by the User. "Output Data" means the processed maps and files returned by the Service.

5.2 The User retains all rights and interests the User has in the Input Data. The Provider does not claim ownership of the Input Data or Output Data. Subject to applicable law and third-party rights, the User may use the Output Data without restriction.

5.3 To the extent that the Provider would acquire any transferable economic right in Output Data solely through operation of the Service, the Provider grants the User a perpetual, worldwide, royalty-free, irrevocable, transferable and sublicensable right to use, reproduce, modify and distribute that Output Data for any lawful purpose.

5.4 The User grants the Provider only the limited right to receive, temporarily store, reproduce, convert, process, transmit and delete Input Data and Output Data to the extent technically necessary to perform the requested processing and return the result. This right ends automatically when the data are deleted under Clause 6.

5.5 The User is responsible for ensuring that it has all rights and permissions necessary to submit the Input Data and that the submission and requested processing do not breach law, confidentiality, intellectual property, contractual duties or third-party rights.

6. Temporary processing and deletion of scientific data

6.1 The Service is designed for automated, transient processing. Input Data may be held in the processing queue and working storage only for the time needed to perform the User's request.

6.2 Input Data and Output Data are automatically deleted from the active Service environment immediately after transmission of the Output Data to the User is completed. If processing fails, is cancelled, times out or the connection is interrupted, the Input Data and any partial Output Data are automatically deleted when that job is closed.

6.3 Input Data and Output Data are not placed in routine backups or archives and are not retained for later retrieval. The Provider cannot restore them after deletion.

6.4 The Provider does not use Input Data or Output Data to train, fine-tune, validate, test or benchmark any model; to improve SharpED or another product; to conduct research; to derive statistics from the scientific content; or for advertising or profiling.

6.5 The Provider treats Input Data and Output Data as confidential during their transient processing. Provider personnel do not access them during ordinary operation. Exceptional access may occur only where strictly necessary to protect the Service, respond to a security incident or comply with applicable law; it does not authorise training, research, product improvement or another secondary use. The Provider will not intentionally disclose the data to third parties except where strictly required by applicable law. The separate SharpED Privacy Notice describes any processing of connection data by the surrounding network and security infrastructure.

7. Operational metrics and connection data

7.1 The SharpED application retains only (a) the total number of completed processing jobs, stored as a single aggregate integer, and (b) the current queue length, represented as an aggregate integer. Neither value is associated with a User, request, IP address, file or result.

7.2 The SharpED application is not designed to create user accounts or retain IP addresses, timestamps, filenames, file sizes, browser identifiers or individual usage histories.

7.3 An IP address and other connection data must nevertheless be transmitted and technically processed to establish an internet connection with the Service, and such data may also be handled by FZU network, web-server or security infrastructure. The separate SharpED Privacy Notice states the applicable scope, purpose, legal basis and retention period.

8. Machine-learning output and scientific validation

8.1 The Service is a free experimental test service. It uses a machine-learning model to reconstruct or enhance characteristics of crystallographic Fourier electron-density maps. Output Data are an algorithmic reconstruction and are not raw experimental observations, verified results or a certification of a crystal structure.

8.2 Output Data may contain artefacts, spurious or hallucinated features, displaced peaks, omitted true features, altered density or other plausible but incorrect detail. The nature and frequency of such errors may depend on the input data and may not be predictable for an individual job.

8.3 The User must assume that any Output Data may be partially or wholly incorrect. Before drawing, publishing, communicating or acting on any conclusion based on Output Data, the User must thoroughly and independently evaluate the Output Data against the original observed diffraction data, standard crystallographic calculations, chemical plausibility, refinement results and appropriate expert judgement.

8.4 The User is solely responsible for deciding whether and how to use Output Data and for all interpretations, conclusions and actions based on them. Output Data must never be used without such validation or as the sole basis for a scientific conclusion, publication, patent or regulatory claim, or any clinical, safety-critical or other high-impact decision.

9. User responsibilities and prohibited conduct

9.1 The User must not upload personal data, patient data, authentication credentials, malware, classified information, unlawfully obtained data or information subject to legal or contractual controls that are incompatible with the processing described in these Terms.

9.2 The User must not interfere with the Service, circumvent technical limits, probe or compromise security, overload the queue, automate access without written permission, resell access to the Service, or attempt to extract the model, model weights, source code, confidential know-how or protected method, except to the limited extent that a mandatory law expressly permits and does not allow contractual restriction.

9.3 The User is responsible for the interpretation, use, publication and communication of Output Data and for maintaining an independent copy of all Input Data and downloaded Output Data.

10. Service availability and changes

10.1 The Service is a free experimental preview provided on an "as available" and best-efforts basis. No service level, minimum capacity, response time, support, maintenance window or continued availability is promised.

10.2 The Provider may change file formats, size limits, queue rules, functionality or capacity, and may temporarily suspend access for maintenance, security, abuse prevention, legal compliance or technical reasons. Changes to the Service do not permit the Provider to use previously submitted data for a new purpose.

11. Provider intellectual property

11.1 The Service, software, model, model weights, architecture, interface, documentation, trademarks, know-how, methods and all related intellectual property rights belong to the Provider or its licensors. Except for the limited hosted access in Clause 4, no licence or other right in them is granted.

11.2 No patent licence is granted to reproduce, implement or commercially exploit the SharpED method outside the hosted Service. The User's permitted use of Output Data under Clause 5 is not restricted by this clause.

12. Disclaimer of warranties

12.1 To the maximum extent permitted by applicable law, the Service and Output Data are provided without warranties, whether express, implied or statutory, including warranties of accuracy, completeness, fitness for a particular purpose, scientific validity, reproducibility, non-infringement, security or uninterrupted availability.

12.2 The Provider does not warrant that Output Data will identify, preserve or correctly reconstruct any atom, peak, bond, structure or other feature, or that the Service will process every file successfully.

12.3 The Provider does not review or verify individual Input Data or Output Data and assumes no duty to determine whether Output Data are correct or suitable for the User's intended purpose.

13. Limitation of liability

13.1 Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited, including liability for harm caused intentionally or by gross negligence, harm to a person's natural rights, or liability towards a weaker party where applicable mandatory law so provides.

13.2 Subject to Clause 13.1 and to the maximum extent permitted by applicable law, access to and use of the Service and Output Data are entirely at the User's own risk. The Provider is not liable for the scientific, factual or technical correctness of Output Data or for any loss, damage, cost, claim, incorrect interpretation, conclusion, publication, decision or other consequence arising from or connected with access to the Service or the processing, interpretation or use of Input Data or Output Data.

13.3 Without limiting Clause 13.2, and subject to Clause 13.1, the Provider is not liable for loss or corruption of data, loss of profit or opportunity, research delay, publication consequences, failure to reproduce a result, incorrect structural interpretation, or any indirect, incidental, consequential or special loss.

13.4 Subject to Clause 13.1, these Terms do not create any contractual right to a refund, service credit, compensation or other payment because the Service is unavailable, processing fails or Output Data are incomplete or incorrect.

14. Suspension and termination

14.1 The User may stop using the Service at any time. The Provider may suspend or block access where the User breaches these Terms, threatens security or capacity, or where suspension is reasonably required by law or operational necessity.

14.2 These Terms and the right to access the Service terminate automatically at the end of the Free Preview Period. Clauses concerning data rights, Output Data, Provider intellectual property, disclaimers, liability and applicable law survive to the extent necessary to give them effect.

15. Applicable law and disputes

15.1 These Terms are governed by the laws of the Czech Republic, without prejudice to mandatory rights that cannot lawfully be excluded.

15.2 Disputes shall be submitted to the courts having jurisdiction under Czech procedural law. If the User is legally a consumer, mandatory consumer-protection and jurisdiction rules remain unaffected.

16. Miscellaneous and contact

16.1 If any provision is invalid or unenforceable, the remaining provisions remain in effect. A failure to enforce a provision is not a waiver.

16.2 Questions about the Service or these Terms may be sent to sharped@fzu.cz. Questions about personal data processing may be sent to sharped@fzu.cz.

16.3 Provider: Fyzikální ústav AV ČR, v. v. i. (Institute of Physics of the Czech Academy of Sciences, v. v. i.), Na Slovance 1999/2, 182 00 Prague 8, Czech Republic, ID No. 68378271.