

Brainqub3 Fact Checker — Service Agreement (Terms of Service)

Effective date: 13 October 2025

Application domain: <https://check.brainqub3.com/>

1) Parties, acceptance and definitions

1.1 Parties. This Service Agreement (“**Agreement**”) is between **DATA-CENTRIC SOLUTIONS LTD**, a company registered in England and Wales (company number **14829432**) of **86–90 Paul Street, London, England, United Kingdom, EC2A 4NE**, trading as **Brainqub3** (“**Brainqub3**”, “**we**”, “**us**”, “**our**”), and the person or entity that accepts these terms (“**Customer**”, “**you**”).

1.2 Acceptance. By creating an account, clicking “accept”, or using the Service, you agree to this Agreement. If you are accepting on behalf of an organisation, you represent that you have authority to bind that organisation.

1.3 Definitions.

- (a) **Service** means the Brainqub3 Fact Checker SaaS made available at **check.brainqub3.com** and related websites, interfaces, APIs (if any), and support.
- (b) **Order** means the online checkout, pricing page selection, or other ordering document that specifies the Subscription Plan, term and pricing.
- (c) **Subscription Plan** means the plan you select (e.g., Monthly or Yearly) and its included **Usage Credits**.
- (d) **Usage Credits** (“**Credits**”) are units consumed by running fact-checking jobs or other metered features.
- (e) **Customer Content** means text, documents, files, prompts and other content you (or your users) submit to the Service.
- (f) **Output** means results the Service generates from Customer Content.
- (g) **Authorised Users** means your employees, contractors and other persons you permit to access your account.
- (h) **Privacy Policy** means our privacy notice at the Effective Date and as updated from time to time.
- (i) **Data Protection Laws** means UK GDPR, the Data Protection Act 2018, and where applicable the EU GDPR and local laws.

2) Scope and order of precedence

2.1 This Agreement governs your access to and use of the Service. If there is a conflict between this Agreement and an Order, the Order prevails for the conflicting part. If a **Data Processing Addendum** (“**DPA**”, Schedule 1) is in place, the DPA prevails over this Agreement for processing of Personal Data within its scope.

3) Access, accounts and users

3.1 Access. Subject to this Agreement and timely payment, we grant you a non-exclusive, non-transferable, non-sublicensable right for the term to access and use the Service solely for your internal business purposes.

3.2 Accounts. You are responsible for (a) the configuration of your account, (b) maintaining the confidentiality of credentials, and (c) all activities under your account. You will promptly notify check@brainqub3.com of any unauthorised use.

3.3 Age and capacity. The Service is not intended for children under 13 (or higher age where required by local law). Authorised Users must have legal capacity to use the Service.

4) Subscription plans, Credits and fees

4.1 Plans. The Service is offered on **Monthly** or **Yearly** Subscription Plans with an allocation of **Credits** per the selected tier.

4.2 Credit allocation and expiry.

- **Yearly purchase:** Unless we specify otherwise in the Order, the **full annual Credit allocation** for the term is made available to you; **unused Credits expire one (1) year** after purchase.
- **Monthly purchase:** Credits are allocated for each monthly billing period and **expire at the end of that month.**
- **Top-ups and renewals:** Credits **automatically renew** based on your Subscription tier for each renewal period. **Outside of free trials, Credits are allocated only once the relevant invoice is paid.**
- Credits are **not currency**, have **no cash value**, are **non-transferable**, and are **non-refundable** except where required by law. We may provide Credits in monthly tranches during an annual term or make the full annual allowance available upfront (as indicated in your Order or plan description).

4.3 Consumption. Each job or feature consumes Credits as described in the Service. Failed jobs may still consume Credits where processing occurred (e.g., upstream compute costs).

4.4 Fees; taxes. You agree to pay all fees stated in your Order. Fees are **exclusive of VAT and other applicable taxes**, which you will pay as required. If you are tax-exempt, you will provide valid documentation.

4.5 Invoicing and payment method. Payments are processed via **Stripe**. You authorise us and Stripe to charge your payment method for all fees when due. We do not receive or store full card numbers or CVC; Stripe collects and tokenises those.

4.6 Late payment; suspension. If any amount is overdue, we may (a) suspend access to the Service (including preventing further Credit use) and/or (b) charge interest at the lesser of 4% per annum over the Bank of England base rate or the maximum lawful rate.

4.7 No refunds (standard policy). We operate a no-refund policy for subscriptions and Credits, including where you do not use allocated Credits, **except** as required by law or expressly stated in this Agreement or your Order.

5) Term, renewal, cancellation

5.1 Term. Your Subscription begins on the start date in the Order and continues for the plan term.

5.2 Auto-renewal. **Monthly** plans renew month-to-month; **Yearly** plans renew for successive one-year terms, in each case unless cancelled before the current term ends.

5.3 Cancellation. You may cancel at any time effective at the end of the then-current term. **No refunds** or credit carry-over are provided for early cancellation, subject to mandatory law.

5.4 Price and plan changes. We may revise fees, Credit quantities, and features. **Price increases or material plan changes will apply at renewal** and, where feasible, we will provide **at least 30 days' notice**. If you do not agree, you may cancel for the end of term.

6) Customer Content, Outputs and IP

6.1 Ownership. You retain all rights to **Customer Content**. As between the parties and to the extent permitted by law, **Outputs** are owned by you upon lawful generation. We retain all rights in and to the Service, software, documentation, and our trademarks.

6.2 Licence to operate the Service. You grant us and our sub-processors a non-exclusive, worldwide licence to host, process, transmit, display and create **temporary** transformations of Customer Content **only as necessary** to provide and support the Service, troubleshoot, ensure security, and comply with law.

6.3 Training. **We do not use Customer Content to train machine-learning models.** We contractually restrict our AI providers from training on Customer Content beyond what is permitted by you or applicable terms.

6.4 Document deletion. Uploaded documents are stored in **Supabase Storage (UK)** while jobs run and are **deleted after job completion**. Short-lived provider caches or backups may persist briefly and are purged per provider schedules.

6.5 Feedback. If you give us feedback, you grant us a perpetual, royalty-free licence to use it to improve our products and services.

7) Acceptable use

You will not, and will not allow others to:

- (a) use the Service in breach of law, for deception/disinformation, infringement, defamation, harassment, or to process special-category data without a lawful basis and safeguards;
- (b) upload malware or attempt to bypass technical limits;
- (c) resell, time-share, or provide the Service to third parties except to your Authorised Users;
- (d) reverse engineer or copy the Service except as permitted by law;
- (e) use Output without appropriate **human review**, especially where decisions could affect legal, medical, financial, employment, safety or similar interests;
- (f) exceed plan limits or rate limits;
- (g) misrepresent Output as exclusively human-generated where the context requires disclosure.

We may **suspend** the Service to you for AUP violations or material risk, with notice where practical.

8) Third-party services and sub-processors

8.1 Payments via Stripe. Payments are handled by **Stripe**; Stripe may act as independent controller for regulated payment processing and fraud prevention. See Stripe's privacy disclosures for details.

8.2 Hosting and inference. We use reputable providers including **Supabase (UK)** for database/storage, **Fly.io (London, UK)** for compute, and **OpenAI** for generative AI inference. Regions may vary for AI inference; we apply appropriate transfer safeguards (see Schedule 1).

8.3 Changes. We may update providers and will maintain an up-to-date list in our Privacy Policy and/or Schedule 1. For material changes affecting Customer Content or payments, we will post an update and, where feasible, notify account owners.

9) Privacy and data protection

9.1 Roles. For **Customer Content**, we act as your **processor**; you are the **controller**. For account, billing, security logs, and websites, we act as **independent controller**. Full details appear in our **Privacy Policy**.

9.2 DPA. Where we process personal data as processor for you, the **Data Processing Addendum (Schedule 1)** applies and is incorporated by reference.

9.3 Security. We implement appropriate technical and organisational measures, including TLS in transit, encryption at rest by our providers, access controls, environment segregation, and monitoring. No system is perfectly secure; see Schedule 1 for more detail.

10) Support, availability and changes to the Service

10.1 **Support.** We provide standard email support via check@brainqub3.com on business days (UK time). No specific service levels or uptime commitments are provided unless stated in an Order.

10.2 **Changes.** We may improve, modify, or discontinue features. If we make a **material adverse change** to core functionality of your paid plan during a term, we will use reasonable efforts to notify you and you may cancel for convenience at the end of the term.

11) Disclaimers and high-risk use

11.1 **AI outputs.** The Service uses **generative AI** and may produce incorrect or incomplete information. Outputs are provided **for information only** and are **not professional advice**. You remain responsible for verifying Output and deciding how to use it.

11.2 **No warranties.** Except as expressly stated, the Service is provided “**as is**” and “**as available**” without warranties of any kind (statutory rights of consumers, if applicable, are not affected).

11.3 **High-risk use.** The Service is not designed for life support, medical diagnosis, nuclear facilities, aviation, or other high-risk uses.

12) Indemnities

12.1 **By Customer.** You will indemnify and hold us harmless from claims arising out of (a) your Customer Content; (b) your use of the Service in breach of this Agreement or law; or (c) any claim by your end users.

12.2 **Procedure.** The indemnified party will provide prompt notice and reasonable cooperation; the indemnifying party will control the defence and settlement (not to bind the other party without consent).

13) Liability

13.1 **No exclusion for serious matters.** Nothing excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or other liability that cannot lawfully be limited.

13.2 **Exclusions.** To the maximum extent permitted by law, neither party is liable for **indirect, special, incidental, consequential or punitive** damages; loss of profits, revenue, goodwill or data; or business interruption, even if advised of the possibility.

13.3 **Cap.** Each party’s aggregate liability arising out of or related to this Agreement is limited to the **amounts paid or payable by you to us for the Service in the 12 months**

preceding the event giving rise to liability. The cap does not apply to your payment obligations or to Section 12 (Indemnities) for your breach of the AUP.

13.4 Consumers. If you use the Service as a consumer, nothing in this Agreement affects your statutory rights.

14) Termination and suspension

14.1 For cause. Either party may terminate for material breach if the breach remains uncured 30 days after written notice.

14.2 Suspension. We may immediately suspend access for (a) non-payment, (b) AUP violations, (c) security or legal risk, or (d) requests from authorities.

14.3 Effect. Upon termination or expiry, your right to access the Service ends. We will delete Customer Content per Section 6.4 and the DPA. You remain liable for fees due up to termination. Sections that by nature survive (including 6, 9, 11–13, 16–18) will continue.

15) Publicity

We may not use your name or logo for marketing without your prior consent (email suffices). You may publicly identify Brainqub3 as your service provider.

16) Confidentiality

Each party will protect the other's Confidential Information using at least reasonable care and use it only to perform this Agreement. Confidentiality obligations do not apply to information that is public through no fault, already known, independently developed, or rightfully received from a third party.

17) Notices

Notices must be sent by email: to Brainqub3 at check@brainqub3.com and to you at the email associated with your account (or as otherwise notified). Legal notices may also be sent to our registered office.

18) Governing law and jurisdiction

This Agreement and any non-contractual obligations arise under the laws of **England and Wales**. The courts of **England and Wales** have exclusive jurisdiction, except that either party may seek injunctive relief in any competent court.

19) Miscellaneous

19.1 Force majeure. Neither party is liable for delays or failures caused by events beyond reasonable control.

19.2 Assignment. You may not assign this Agreement without our prior written consent; we may assign to an affiliate or in connection with a reorganisation, merger or sale.

19.3 **Subcontracting.** We may use subcontractors (including sub-processors) and remain responsible for their acts and omissions.

19.4 **Entire agreement.** This Agreement, the Order, the Privacy Policy and the DPA constitute the entire agreement and supersede prior terms on the same subject.

19.5 **Severability.** If a provision is invalid, the remainder remains in effect.

19.6 **No waiver.** Failure to enforce a term is not a waiver.

19.7 **Third-party rights.** No person other than a party has rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term.

Schedule 1 — Data Processing Addendum (UK/EU)

A. Introduction and scope

1. This DPA forms part of the Agreement and applies where Brainqub3 processes **Personal Data** contained in **Customer Content** on behalf of Customer as **processor** under Data Protection Laws.
2. **Roles.** Customer is **controller**; Brainqub3 is **processor**. For account, billing, website and payments data, Brainqub3 acts as **independent controller** as set out in the **Privacy Policy**.

B. Processing instructions

3. **Subject matter and duration.** Processing Customer Personal Data for fact-checking and related services during the Subscription term and for the period necessary to perform deletion or return.
4. **Nature and purpose.** Receipt, temporary storage, analysis, transformation, transmission and display to provide Outputs, ensure security, troubleshoot, and comply with law.
5. **Types of Personal Data; data subjects.** Personal Data contained in Customer Content (which may include names, contact details, and any data you choose to submit); data subjects are individuals whose data appears in Customer Content.
6. **Documented instructions.** Brainqub3 will process Personal Data **only on Customer's documented instructions**, including in this DPA and the Agreement, unless required by law. If we are required by law to process contrary to instructions, we will notify you unless prohibited.
7. **Customer responsibilities.** Customer determines the lawful basis, provides appropriate notices to data subjects, and does not submit special-category data unless lawful and necessary.

C. Security

8. **Measures.** Brainqub3 implements appropriate technical and organisational measures, including: TLS in transit; encryption at rest provided by hosting providers; access controls and least privilege; environment separation; logging and monitoring; vulnerability management; and personnel confidentiality obligations.
9. **Breach notification.** We will notify Customer **without undue delay** after becoming aware of a **Personal Data Breach** affecting Customer Personal Data and provide information to assist Customer to meet its reporting obligations.

D. Sub-processing

10. **Authorisation.** Customer authorises Brainqub3 to engage sub-processors listed below and in our Privacy Policy and to add or replace sub-processors, provided we maintain a written contract imposing data-protection obligations no less protective than those in this DPA.
11. **Changes.** We will post updates to sub-processors and, where feasible, notify account owners prior to material changes. If you reasonably object to a new sub-processor, you may terminate the affected Service for convenience (pro-rata refund of prepaid unused fees for the terminated portion only).

E. International transfers

12. Where Personal Data is transferred outside the UK/EEA by Brainqub3 or its sub-processors, we will ensure appropriate safeguards, including the **UK International Data Transfer Agreement (IDTA)**, the **EU Standard Contractual Clauses (SCCs)** with the **UK Addendum**, and/or an **adequacy decision**. The parties agree that (i) Customer is the data exporter and Brainqub3 is the data importer; (ii) the SCCs/IDTA (as applicable) are incorporated by reference; and (iii) the permissible onward transfers are limited to sub-processors engaged under this DPA.

F. Assistance and audits

13. **Data subject requests.** Considering the nature of processing, we will assist Customer by appropriate technical and organisational measures to respond to data-subject requests that Customer is required to address.
14. **Impact assessments and consultations.** We will provide information reasonably requested to assist with data-protection impact assessments and prior consultations with authorities.
15. **Demonstrating compliance; audits.** On written request, we will make available information to demonstrate compliance with this DPA (e.g., security summaries, vendor due-diligence outputs). Where such information is insufficient, Customer

may conduct an audit no more than annually with 30 days' notice during business hours, subject to confidentiality, minimal disruption, and reasonable reimbursement of our costs. Third-party certifications or reports (if available) may satisfy audit requests.

G. Deletion and return

16. **Deletion.** Following termination/expiry or upon Customer request, we will (at Customer's choice) delete or return Customer Personal Data and delete existing copies, unless retention is required by law. As operational practice, **uploaded documents are deleted after job completion**; short-lived provider caches/backups may persist and are purged per provider schedules.

H. Liability and order of precedence

17. **Liability.** The limitations and exclusions of liability in the Agreement apply to this DPA.

18. **Precedence.** If there is a conflict between this DPA and the rest of the Agreement, this DPA prevails for processing of Personal Data.

I. Sub-processors and key third parties (as of the Effective Date)

Provider	Role	Region configured	What they process	Notes
Supabase	Database & storage	UK	Account data (name, email), Customer Content, operational metadata	Uploaded documents are stored during processing and deleted after job completion .
Fly.io	Application compute	London, UK	Runtime processing and logs necessary to operate the Service	Hosts backend services.
OpenAI	Generative AI inference	Multiple (may include non-UK/EEA)	Customer Content and prompts required to generate Outputs	Processing governed by OpenAI's data-processing terms (including their DPA). No training on Customer Content beyond permitted terms.

Provider	Role	Region configured	What they process	Notes
Stripe	Payments processing & fraud prevention	Global (incl. UK/EU/US)	Payment method details (collected by Stripe), payer identifiers (name, email, billing address), device/technical data for risk, transaction metadata	Stripe may act as independent controller for regulated payments/fraud prevention and as processor for certain services. We do not store card numbers or CVC.

J. Contact

For privacy and data-protection matters, contact: privacy@brainqub3.com.

Schedule 2 — Refunds & Credit Policy (summary)

- **No refunds** as standard (statutory rights preserved where applicable).
- **Yearly plans:** annual Credits allocated (upfront or monthly, as specified). **Expire 12 months** after purchase.
- **Monthly plans:** Credits allocated monthly. **Expire at month-end.**
- **Allocation on payment:** Credits are allocated **after invoice payment**, except free trials.
- **Auto-renew:** Credits top up automatically per tier at each renewal.

Schedule 3 — Cookie and website terms (summary)

We use strictly necessary cookies for sign-in, session integrity and payments (including Stripe anti-fraud cookies). Optional analytics cookies (if deployed) operate on consent. See the **Privacy Policy** and in-product cookie controls (if available).
