



Brainsight Acceptable Use Policy

Last updated: 2 October 2026

This Acceptable Use Policy ("AUP") forms part of the Brainsight Terms & Conditions (the "Terms") and applies to all use of the Services, including the API, plugins and integrations, by Customer, its Authorized Users and End Customers. Capitalised terms have the meaning given in the Terms.

1. Prohibited Content

You may not submit Customer Content that:

1. is unlawful, or infringes intellectual property, image, portrait, privacy or other rights of third parties;
2. sexualises or exploits minors in any way;
3. contains sexually explicit material, graphic violence, or content promoting terrorism, hatred or discrimination;
4. contains special categories of Personal Data or other sensitive Personal Data, unless strictly necessary and lawful;
5. contains malware, malicious code or files designed to disrupt the Services.

2. Prohibited Conduct

You may not:

1. access the Services other than through the interfaces provided by Brainsight, or scrape, crawl or extract data from the Services by automated means outside the API;
2. circumvent usage limits, rate limits, authentication or security measures;
3. share accounts or credentials outside your organisation, or create accounts with false information or personal (non-business) e-mail addresses;
4. conduct security or penetration testing without consent under clause 4.8 of the Terms;
5. interfere with the integrity or performance of the Services, or attempt to gain unauthorised access to accounts or systems;

6. use the Services for fraudulent, deceptive or unlawful purposes;
7. use the Services or Output to develop, train or improve a competing product or model, as further set out in the Developer Terms.

3. Competitors

3.1. The Services may not be accessed or used by, or on behalf of, any provider of predictive attention, eye-tracking, neuromarketing or creative-testing products or services that compete with the Services, including through consultants, agencies or other intermediaries acting for such a provider, without Brainsight's prior written consent.

3.2. In case of breach of clause 3.1, Brainsight may terminate access immediately, and the breaching party shall owe Brainsight an immediately payable penalty of EUR 25,000 per breach, without prejudice to Brainsight's right to claim full damages instead.

4. Publication of Comparative Benchmarks

You may not publish comparative accuracy or performance benchmarks of the Services against other products without Brainsight's prior written consent, which will not be unreasonably withheld. You may always use and publish your own Output, such as heatmaps, scores and case studies, subject to the Terms.

5. Enforcement

Brainsight may investigate suspected violations and may, at its discretion, remove Customer Content, suspend or terminate access, and report unlawful activity to competent authorities. Suspension or termination under this AUP does not entitle you to any refund. Violations may be reported to support@brainsight.app.