brainsight
PREDICTIVE ATTENTION

Brainsight Developer Terms

Last updated: 2 October 2026

These Developer Terms supplement the Brainsight Terms & Conditions (the "Terms") and govern any use of Brainsight's Application Programming Interfaces ("API"), SDKs, plugins and related documentation, and any onward delivery of Output to third parties. Capitalised terms not defined here have the meaning given in the Terms. In case of conflict on these subjects, these Developer Terms prevail over the Terms, and an Order Form prevails over both.

1. Definitions

- **"End Customer"** means a third party to which Customer makes Output available as part of Customer's own products or services.
- **"Customer Application"** means Customer's software, platform or service that integrates the API.
- **"API Credentials"** means API keys, tokens and other access credentials issued by Brainsight.

2. API Access

2.1. Subject to these Developer Terms, the Terms and any Order Form, Brainsight grants Customer a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the API to integrate the Services into Customer Applications.

2.2. API Credentials are Brainsight's Confidential Information. Customer will keep them secure, will not share them with third parties, and is responsible for all use of the API through its API Credentials. Customer will notify Brainsight without undue delay of any suspected compromise.

3. Onward Delivery of Output

3.1. Customer may incorporate Output into Customer Applications, reports and deliverables, and make Output available to End Customers.

3.2. Customer may not, unless expressly agreed in an Order Form: (i) resell, sublicense or otherwise make the API itself available to third parties; (ii) share API Credentials with End Customers; or (iii) offer any interface through which third parties can submit content to the API on a pass-through basis independent of Customer Application.

3.3. Customer will bind End Customers to terms that are no less protective of Brainsight than these Developer Terms with respect to Output, including the restrictions in clause 5 and the disclaimers in clause 8 of the Terms. Customer is responsible for End Customers' compliance.

4. Attribution

Customer will display "Powered by Brainsight" in a reasonably visible manner wherever Output is presented to End Customers, unless white-label use has been agreed in an Order Form. Use of Brainsight's name and logo is limited to such attribution and must follow Brainsight's reasonable brand guidelines.

5. Restrictions

Customer will not, and will not permit End Customers or any third party to:

1. use the API or Output to develop, train, fine-tune, distil, evaluate or improve any model, product or service that predicts visual attention or competes with the Services;
2. collect, compile or store Output in bulk to create a dataset, database or benchmark, other than for Customer's own reporting to its clients, unless licensed under an Order Form;
3. build a scoring system, benchmark or metric derived from Output that is offered to third parties as Customer's own, unless agreed in an Order Form;
4. attempt to reverse engineer, scrape or reconstruct Brainsight's models, scoring methodologies or benchmarks from Output;
5. circumvent rate limits, usage limits or security measures;
6. misrepresent Output, including presenting it as live eye-tracking measurement, or as a prediction of emotional response, likeability, memory, purchase intent or business results.

6. Customer Content Warranties

Customer warrants that it holds all rights, consents and legal bases required to submit Customer Content via the API, including image and portrait rights of persons depicted. Where Customer Content is AI-generated or contains synthetic likenesses of real persons, Customer is solely responsible for compliance with applicable law, including transparency obligations under Regulation (EU) 2024/1689 (AI Act). Customer's indemnity under Section 9 of the Terms applies.

7. Output Retention and Post-Term Output

7.1. During the term, Customer may store and cache Output to the extent necessary to operate Customer Applications and serve End Customers.

7.2. Upon termination, Customer may retain Output incorporated into reports, presentations or other deliverables. All other Output stored in Customer's or End Customers' systems shall be deleted within thirty (30) days, unless Customer acquires a Post-Term Output Licence at Brainsight's then-current fee.

7.3. Upon request, Customer shall provide written certification of deletion, signed by an authorised officer.

8. Usage, Credits and Fair Use

8.1. API usage is charged as set out in the applicable Order Form or price list, including any API credits. Unused credits expire as stated in the Order Form.

8.2. Brainsight may apply reasonable rate limits and fair use limits to protect the stability of the Services, and will discuss structural overuse with Customer commercially before imposing restrictions.

9. Changes and Deprecation

9.1. Brainsight may change the API. Brainsight will give at least ninety (90) days' notice before removing an API version or making a change that is not backwards-compatible, unless the change is required for security, legal compliance or by a third-party provider.

9.2. Output, scores and benchmarks may change as models and benchmarks are improved. Brainsight does not guarantee that the same input will produce identical Output across model or benchmark versions.

10. Suspension

Brainsight may suspend API access, in whole or in part, immediately and without liability, if: (i) Customer breaches these Developer Terms, the Terms or the AUP; (ii) API Credentials are compromised; (iii) Customer's use poses a security, legal or stability risk to the Services or other customers; or (iv) fees are overdue. Brainsight will restore access once the cause is resolved.

11. Support and Service Levels

Support is provided by e-mail at support@brainsight.app on business days. No service level agreement applies unless agreed in an Order Form. Clause 8.4 of the Terms applies to unavailability.

12. Security Testing

Security or penetration testing of the API is permitted only under clause 4.8 of the Terms.

13. Liability

The exclusions and limitations of liability in Section 10 of the Terms apply to these Developer Terms. Customer's obligations under clauses 3.3, 5, 6 and 7 are not subject to any limitation of liability.

14. Term and Survival

These Developer Terms apply for as long as Customer has access to the API or makes Output available to End Customers. Clauses 5, 6, 7 and 13 survive termination.